

DRAWN BY & MAIL TO:
PARRHAM, HELLMS, HELLAW & HARRIS
831 BAYVIEW STREET, SUITE 215
CHARLOTTE, N. C. 28202

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS

THIS DECLARATION AND AGREEMENT, Made this 18th day of January, 1982, by and between WHITNER FARMS, INC., hereinafter referred to as "Declarant", and any and all persons, firms or corporations hereafter acquiring any of the herein-described property;

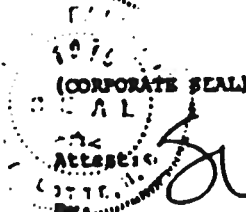
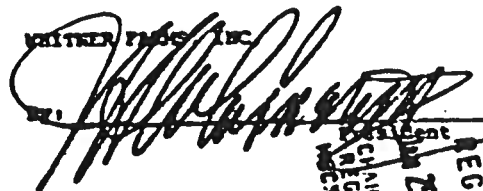
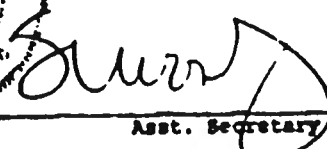
W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain subdivision known as STURNBRIDGE I as shown on map thereof recorded in Map Book 19, at page 639 in the office of the Register of Deeds for Mecklenburg County, North Carolina; and,

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property above described for the protection of the property and the future owners thereof.

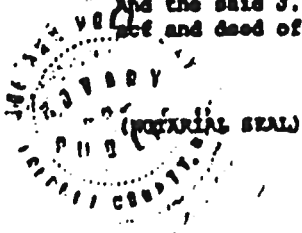
NOW, THEREFORE, Declarant hereby declares that all lots shown on plat of Sturnbridge I recorded in Map Book 19, at page 639 in the office of the Register of Deeds for Mecklenburg County, North Carolina shall be held, sold and conveyed subject to those certain restrictions, covenants and conditions as are recorded in Book 1940, at page 364 of the Mecklenburg Public Registry, which are incorporated herein by reference to the same extent and degree as if set out herein in their entirety, which are for the purpose of protecting the value and desirability of and which shall run with the real property herein referred to and be binding on all parties having any right, title, or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

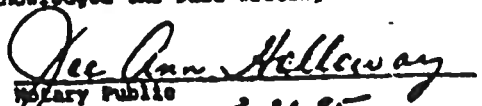
IN WITNESS WHEREOF, said corporation has caused this instrument to be executed in its corporate name by its duly authorized officers, the day and year first above written.


Whitner Farms, Inc.
President

By: 
Asst. Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 18th day of January, 1982, personally came before me J. R. Whitner, III, who, being by me duly sworn, says that he is the President of Whitner Farms, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said J. R. Whitner, III acknowledged the said writing to be the act and deed of said corporation.


Notary Public
My Comm. Exp. 3-31-85


Notary Public
My Comm. Exp. 3-31-85

PRESENTED
FOR
REGISTRATION
JAN 25 3 28 PM '82
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

4/29/77

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1987

1977 THIS DECLARATION AND AGREEMENT, made this 29th day of DECEMBER 1987

FOR
REGISTRATION

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CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC

72, by and between WHITNER FARMS, INC. (hereinafter "HOME SAVINGS BANK OF AMERICA") and any and all persons, firms or corporations

requiring any of the within-described property. NORTH CAROLINA SAVINGS AND LOAN ASSOCIATION joins in the execution of this DECLARATION AND AGREEMENT for the purpose of subordinating the lien and operation of its various deeds of trust recorded in the Mecklenburg County, North Carolina Public Registry, to the operation of the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain subdivision known as STURNBRIDGE as shown on that certain map recorded in Map Book 17, at Page 581, in the Mecklenburg County Public Registry, being more particularly described as follows, reference being made to the specified lots in blocks shown in the designated subdivision map, as indicated:

Lot	Block	Subdivision	Book	Page
27 - 60 inclusive	4	Sturnbridge Phase III	18	35
12 - 22 inclusive	5	Sturnbridge Phase III	18	35
68 - 78 inclusive	3	Sturnbridge Phase III	18	35

Amenity Area (shown as Lot 79, Block 3, on Map recorded in Book 18, Page 581)

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof.

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 I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Sturnbridge Racquet Club, Inc., its successors and assigns.

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PRESENTED
FOR
REGISTRATION
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CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC

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, plus the Amenity Area as defined in Section 4 of this Article, and such additions thereto as may hereafter be made by Declarant by subsequent recorded instrument..

Parks
Section 4. "Amenity Area" shall mean all real property (including the improvements thereto) which will be conveyed to the Association for the common use and enjoyment of the Owners, being more particularly described as follows:

BEGINNING at a point at an existing iron pipe in the southwesterly corner of Block D of Carmel Forest as shown on the map recorded in Map Book 7 at page 5 in the Mecklenburg Public Registry, said point having N. C. Grid Coordinates X-1,447,413.024 and Y-495,780.785; thence from said point of BEGINNING and running with a line of Block D of Carmel Forest N 09-18-43 W 418.00 ft. to a point in McMullen Creek (also known as McMichael Creek); thence with McMullen Creek the following courses and distances: (1) S 27-56-57 W 693.17 ft. to a point; (2) S 36-18-17 W 206.20 ft. to a point; (3) S 30-01-17 W 935.81 ft. to a point; thence, leaving McMullen Creek, S 59-58-43 E 40.38 ft. to a point; thence N 65-40-00 E 360.00 ft. to a point; thence N 83-36-00 E 448.29 ft. to a point; thence in a northerly direction with the arc of a circular curve to the right having a radius of 174.93 ft., an arc distance of 56.40 ft. to a point; thence, N 31-50-00 E 50.00 ft. to a point; thence N 46-23-50 W 245.15 ft. to a point; thence, N 31-50-00 E 450.00 ft. to a point; thence, N 20-45-00 E 245.00 ft. to a point; thence, N 09-18-43 W 125.00 ft. to the point and place of BEGINNING; said tract having an area of approximately 13.008 acres. Reference is hereby made to a survey dated October 6, 1976, and prepared by Bobby J. Raye, whereon said tract is shown to be a portion of Sturnbridge, Pineville Township, Mecklenburg County, North Carolina.

Being in all respects part of the same property conveyed to Declarant by deed recorded in Book 3813 at page 478 of the Mecklenburg Public Registry.

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 Amenity Area.

Section 6. "Declarant" shall mean and refer to WHITNER FARMS, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and if the obligations of the Declarant are expressly assumed by such successors or assigns.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Amenity 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 fees, quest fees, entrance fees, and other fees for the use of any recreational facility situated upon the Amenity Area.

(b) the right of the Association, after conveyance of the Amenity Area to the Association (as hereinafter provided), to limit the use of the Amenity Area to members of the Association and to suspend the voting rights and right to use of the recreational facilities by any member of the Association for any period during which any assessment remains unpaid or for any infraction of its published rules and regulations, which rules and regulations the Association shall have the exclusive right to establish.

(c) the right of the Association to dedicate or transfer all or any part of the Amenity Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument approved by members entitled to cast two-thirds (2/3) of the votes of the Class A membership, and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the action is sent to every member at least sixty (60) days in advance of any action taken;

(d) the right of the Association to take such steps as are reasonably necessary to protect the Amenity Area against foreclosure; and

(e) the right of Declarant, prior to the conveyance of the Amenity Area to the Association, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Amenity Area, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

~~X~~ Section 1. Membership. Every Owner shall be a member of the Association or shall be entitled to become a member thereof. Prior to conveyance of the Amenity Area to the Association (as hereinafter provided), membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Subsequent to said conveyance, the Owner of any Lot may elect to terminate membership in the Association by notice in writing to the Board of Directors of the Association. Thereafter, a subsequent Owner or contract purchaser of said Lot may acquire membership by notice in writing to the Board of Directors requesting admission and expressing a willingness to assume the obligations associated with membership, including payment of entrance fees and assessments, if any, as provided in Article V.

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

Class A. Class A members shall be all Owner-Members, 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 a Lot for which a membership is held, 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.

Class B. The Class B member shall be the Declarant, who shall be entitled to a total number of votes equal to the total number of votes of all Class A members plus one, so that the Declarant will have a number of votes which shall constitute a majority of the total votes of all members of the Association. The Class B membership shall cease and terminate and be converted to Class A membership when Declarant owns less than 10 Lots in the entire Subdivision.

NO
longer
applicable

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ARTICLE IV

RECREATION FACILITIES AND TITLE TO AMENITY AREA

Section 1. Facilities. Declarant covenants to construct the following recreational facilities and improvements on the Amenity Area within a reasonable time after achieving the requisite degree of completion of the development of the Subdivision and the conveyance of Lots therein, according to the following schedule:

<u>Recreational Facilities and Improvements</u>	<u>Degree of Completion and Conveyance</u>
Construction of two tennis courts, including clearing and grading for access and parking.	Completion of Meadowridge Drive to entrance of Amenity Area plus the conveyance of 50 Lots to Owners
Construction of 2 additional tennis courts	Conveyance of 50 additional Lots to Owners

Section 2. Title. Declarant may retain legal title to the Amenity Area until the happening of either of the following events, whichever occurs earlier:

Both are met.

- (a) the conveyance of 150 Lots to Owners; or
- (b) five years from the date of this Declaration.

Thereafter, Declarant may convey legal title to the Association at any time, but in any event Declarant covenants to convey legal title to the Amenity Area, together with the improvements thereon, to the Association not later than such time as Declarant no longer owns any Lots in the Subdivision.

Notwithstanding the foregoing provisions of this Section 2 of Article IV, the Declarant may convey legal title to the Amenity Area to the Association at such time as the Owners of 50 Lots so request by written instrument. Upon conveyance of legal title in accordance with such written request, Declarant shall have no further obligation to maintain, improve, or otherwise contribute in any way to the operation or development of the Amenity Area.

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ARTICLE V

MAINTENANCE ASSESSMENTS

Section 1. Declarant's Obligations. Prior to the conveyance of the Amenity Area to the Association (as provided in Article IV above), the Declarant will maintain the Amenity Area and Owners will not be required to contribute to the maintenance thereof.

Section 2. Assessments and Entrance Fees. After the conveyance of the Amenity Area to the Association, the members of the Association shall be obligated to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall be the personal obligation of the Owner-Member who was Owner of a Lot for which a membership was held at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Owners who elect not to continue membership in the Association (as provided in Article III) will not be obligated to pay assessments.

When the Owner of a Lot has elected to terminate membership in the Association, a subsequent Owner or contract purchaser of said Lot may acquire ownership as provided in Article III. As a condition of membership for such a subsequent owner, the Association may impose an entrance fee in such an amount as the Board of Directors might equitably determine to be that Owner's pro rata share of the capital improvements constructed upon the Amenity Area.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Amenity Area.

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Section 4. Annual Assessment. The annual assessment shall be fixed by the Board of Directors of the Association in an amount necessary to provide for the maintenance of the Amenity Area and the improvements thereon, including the payment of taxes and insurance thereon and the cost of labor, equipment, materials, management and supervision thereof, the cost of utilities and fuel used in operating facilities on said Amenity Area, the establishment of a reserve for major repairs, the employment of attorneys to represent the Association when necessary, any income or other taxes on any funds held by the Association as a reserve for its purposes or otherwise, and any other maintenance or management expense, but excluding any amount expended for construction, reconstruction, repair, or replacement of a capital improvement upon the Amenity Area, as set forth in Section 5 below.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 Amenity 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 a meeting duly called for this purpose. No special assessment may be charged for the construction of the tennis courts described in Section 1 of Article IV, the cost of said improvements being the sole responsibility of Declarant.

Section 6. Notice and Quorum for Any Action Authorized under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum.

2/3 of quorum present
20% of members

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Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots for which a membership in the Association is held and may be collected on a monthly or other periodic basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all members of the Association on the first day of the 6/1 month following the conveyance of the Amenity 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 assessment against each Lot for which a membership in the Association is held at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner-Member subject thereto. [The due dates shall be established by the Board of Directors.]

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or entrance fee not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner-Member personally obligated to pay the same. [No Owner-Member may waive or otherwise escape liability for the assessments or entrance fees provided for herein by non-use of the Amenity Area or abandonment of his Lot.]

ARTICLE VI
RESTRICTIONS

Section 1. Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use; subject, however, to the provisions set forth herein.

Section 2. Architectural Control. No buildings, 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 (including change of color) 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 by the Architectural Control Committee as to harmony of external design and color with existing structures and as to location in relation to surrounding structures and topography. The composition of the Architectural Control Committee and the method of approval shall be as provided in Section 3 of this Article.

Section 3. Architectural Control Committee.

(a) Membership. The Architectural Control Committee ("Committee") is initially composed of James H. Whitner, III, Farrell Blalock and David Holmes. In the event of the death or resignation of either Messrs. Whitner or Blalock or any successor to either of them, a successor shall be designated by the Declarant. In the event of the death or resignation of Mr. Holmes or any successor to him, a successor shall be selected by the Association. The Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The decision of the Committee shall be determined by a majority vote. At any time after the Declarant no longer owns any of the Lots in the Subdivision, the then record Owners of a majority of all Lots on recorded maps of the Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties; provided, however, the Committee shall continue to function as provided until the time of the recording of such instrument of change.

(b) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with; how-

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ever, in the event the Committee is not notified or requested in writing to approve any item recited in these restrictions, then the Committee may cause the Declarant to institute suit to enjoin and remove any building, wall, garage, outbuilding or other structure located on the Properties or to require the modification, alteration or repainting of said structures; and further, the Committee may utilize any other legal or equitable remedy available to protect against such violation; provided, however, that failure to institute legal action shall not constitute waiver of any legal or equitable remedy. [When the Declarant no longer owns any of the Lots in the Subdivision, then the Committee may cause the Association to institute legal action as described above.]

Section 4. Building Line Requirements.

(a) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 10 feet to any side street line.

(b) No dwelling shall be located nearer than 10 feet to any side yard line nor nearer than 55 feet to any rear yard line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

In the event of an unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner for the time being of the Lot, to change such restrictions accordingly; provided, however, that such change shall not exceed 10 percent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as 2 feet.

Section 5. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain upon the Properties, and no trailer, shack, tent, garage, barn or any other structure of a similar nature shall be used as

a residence either temporarily or permanently; provided, however, this section shall not be construed to prevent the Declarant from using sheds or other temporary structures during construction for such purposes as Declarant deems necessary.

Section 6. Sign Boards. No sign boards, billboards, or advertising signs of any description shall be displayed upon or above any Lot with the exception of:

(a) Signs "for rent" or "for sale", which signs shall not exceed 2 ft. x 3 ft. in dimensions, shall refer only to the premises on which displayed; and shall be limited to one sign to a Lot; and

(b) The name of the Owner and the street address, the design of which shall be furnished to the Architectural Control Committee upon request, and the Architectural Control Committee shall have the right to disapprove such sign and prohibit the erection of such sign as does not meet with its approval.

~~X~~ Section 7. Nuisances and Unsightly Materials. No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by governmental and other similar garbage and trash removal units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five days after posting a notice thereon or mailing a notice to the Owner at his property address requesting the Owner to comply with the requirements of this section, Declarant may enter and remove all such unsightly items or growth, at the

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Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such costs promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 9. Maintenance of Premises. It shall be the responsibility of each Owner to prevent the development on his Lot of any unclean, unsightly or unkempt conditions of buildings or grounds which shall tend to decrease the beauty of the neighborhood as a whole or the specific area, including property maintenance of grass or suitable ground covering; provided that what are unclean, unsightly, or unkempt conditions are to be determined by the Architectural Committee and upon a determination that such condition or conditions exist, said condition will be immediately abated upon request by the said Committee. In the event that any Owner of any Lot fails or refuses to correct said condition within five days after request by the Committee, Declarant may enter and correct said condition at the Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such costs promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass.

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ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, any Owner, or any other person, firm or corporation owning any interest in the Properties, 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 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 of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Effective Period and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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-five (25) year period by an instrument signed by the Owners, including Declarant, of at least ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners, including Declarant, of at least seventy-five percent (75%) of the Lots. Any amendment must be recorded in the office of the Mecklenburg County Public Registry.

Section 4. Annexation. Additional residential property and Amenity Area may be annexed to the Properties by Declarant by a recorded instrument.

Section 5. Headings. Article and section headings are inserted for reference convenience and are not to be construed as substantive parts of the paragraphs to which they refer.

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75%
must
sign
changes

IN WITNESS WHEREOF, the undersigned, have caused this instrument to be executed by their proper officials, all pursuant to authority given by their respective Boards of Directors, on the day and year first above written.

ATTEST:
[Signature]
Secretary.
(Corporate Seal)

WHITNER FARMS, INC.
Declarant
By: *[Signature]*
President

ATTEST:
[Signature]
Secretary.
(Corporate Seal)

NORTH CAROLINA SAVINGS AND LOAN ASSOCIATION
By: *[Signature]*
President.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29th day of April, 1977, personally came before me, Jean H. Whitley, a notary public for Mecklenburg County, North Carolina, James H. Whitner, III who, being by me duly sworn, says that he is President of WHITNER FARMS, INC., that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said James H. Whitner, III acknowledged the due execution as the act and deed of said corporation.

[Signature]
Notary Public.

My commission expires:
May 9, 1981
(Notary Seal)