



DECLARATION  
OF  
RESTRICTIVE COVENANTS  
INCLUDING  
ARTICLES OF ASSOCIATION

TOPSAIL LAKE HOMEOWNERS ASSOCIATION *Inc*

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JOYCE M. SWIOEGOOD  
REGISTER OF DEEDS  
PENDER COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

DECLARATION OF RESTRICTIVE COVENANTS

TOPSAIL LAKES

KNOWN ALL MEN BY THESE PRESENT:

That JB ASSOCIATES, a North Carolina General Partnership, with an office in Hampstead, North Carolina, being the owner and Developer of the property hereinafter referred to as TOPSAIL LAKES, in order to provide for a uniform development of said property so as to preserve its value and to protect the present and future owners thereof does hereby declare, for itself, its successors and assigns, that the following restrictions and covenants shall apply to TOPSAIL LAKES, Topsail Township, Pender County, North Carolina.

1. Definitions.

As used in this Declaration of Restrictive Covenants, the following terms shall mean:

(a) "DECLARANT" means JB ASSOCIATES, a North Carolina General Partnership, the Owner and Developer, and its successors and assigns.

(b) "DEVELOPER" is used interchangeably with the term "DECLARANT" to refer to JB ASSOCIATES, a North Carolina General Partnership, the Owner and Developer, its successors and assigns.

(c) "Record and Recording" refers to record or recording with the Register of Deeds for Pender County, North Carolina.

(d) "Subdivision" means the portion of the property which has been or is to be subdivided into residential lots.

(e) "Property" generally means the lands known as TOPSAIL LAKES, Pender County, North Carolina, and as shown on plat recorded in Map Book 26 at Page 24 of the Pender County Registry, North Carolina.

Recorded and Verified  
Joyce M. Swioegood  
Register of Deeds  
Pender County, NC

(f) "Residential Lots" or "Lots" means those portions of the property specifically allocated, platted and/or recorded, or to be platted and recorded as lots for sale and/or used as single family residences.

(g) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictive Covenants.

(h) "Architectural Control Committee" shall mean the committee established by these covenants to review all building plans, plot plans, site improvements plans, and to approve or disapprove the same in accordance with the restrictions herein set forth and to perform such other duties as may be delegated or authorized herein. Said Committee shall be composed of at least three (3) members, no more than one of which shall be elected by the Developer, and at least two of which shall be elected by the owners of record of a majority of the lots in a subdivision, other than the lots owned by the Developer. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of this Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots other than the Developer 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, that DECLARANT shall be and remain the designated representative of the Architectural Control Committee until September 1, 1996 at which time DECLARANT shall turn over control to the Architectural Control Committee composed of three members as hereinabove referred to.

(i) "Association" shall mean and refer to TOPSAIL LAKES HOMEOWNERS ASSOCIATION, an unincorporated association, consisting of all of the property owners in TOPSAIL LAKES; provided, however, if the owners or their successors in interest, shall incorporate the association as a non-profit corporation under North Carolina General Statutes, Chapter 55A, all references in the Declaration to TOPSAIL LAKES HOMEOWNERS ASSOCIATION shall be deemed to refer to TOPSAIL LAKES HOA, Inc.

(j) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners.

## 2. Applicability.

These restrictions shall apply to all residential lots <sup>of</sup> sold by ~~DECLARANT~~ in TOPSAIL LAKES.

### 3. Reservations.

DECLARANT, reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the purpose of providing electricity, telephones, gas, sewer, water or other public conveniences, or utilities to the lot owners. Such rights may be exercised by any licensee of the corporation, but this reservation shall not be considered an obligation of the corporation to provide or maintain any such utility or service.

### 4. Building and Site Improvements.

No dwelling, building, fence, wall or other structure shall be erected, placed, or altered, on any residential lot, nor shall the grade or elevation or physical characteristics of any lot or portion thereof be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site) and the construction schedule have been approved in writing by the Developer, or its designees, or by the Architectural Control Committee. In the event the Developer, or its designee, or, if applicable, the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. Refusal of approval of any such plans, location or specification may be based by the Developer or the Architectural Control Committee, as the case may be, upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Developer or the Architectural Control Committee, as the case may be, shall seem sufficient. Without prior written consent of the Developer or the Architectural Control Committee, as the case may be, no changes or deviations in or from such plans or and related data shall made. One (1) copy of all plans and related data shall be furnished to the Developer or the Architectural Control Committee, for its records. The Developer or the Architectural Control Committee shall not be responsible for any structural defect or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

5. Approval of Plans.

(a) No house plans will be approved unless the proposed house shall have a minimum of 1200 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within the dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

(b) Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effect on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these restrictions. In order to assure, however, that the foregoing considerations are given maximal effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Developer or Architectural Control Committee, as the case may be.

(c) The exterior of all houses and other structures must be completed within twelve (12) months after construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder, due to strikes, fires, natural emergency or natural calamities.

(d) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two (2) stories in height, unless the Developer or the Architectural Control Committee, as the case may be, approves in writing a structure of more than two (2) stories pursuant to Paragraphs 4 and 5(a) hereof, and one (1) or more small accessory buildings (which may include a detached private garage, servants quarters or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the Developer or the Architectural Control Committee, as the case may be, overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(e) All service utilities, fuel tanks, clothes lines, wood piles, and trash and garbage accumulations are to be enclosed within a fence, wall, or plant screen of a type and size approved by the Developer or the Architectural Control Committee, as the case may be, so as to preclude the same from causing an unsightly view from any highway, street, or any way within the subdivision or from any other residence within the subdivision.

(f) Off street parking for not less than two (2) passenger automobiles must be provided on each lot prior to the occupancy of any dwelling constructed on said lot, which parking areas and driveways thereto shall be constructed of concrete, brick, asphalt, oyster shells, or crushed stone.

#### 6. Built upon Areas.

No more than twenty-four (24%) percent of the total square footage of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina. The built upon area for each lot shall not exceed twenty-four (24%) percent of the total square footage of any lot unless and until, the State of North Carolina shall revise its stormwater runoff regulations to permit a greater built upon area for each lot.

#### \* 7. Residential Use.

(a) All lots shall be used for residential purposes exclusively. No home business or occupation shall be permitted.

(b) No trailer, tent or other structure of temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of the construction. This restriction will not apply to boat trailers or travel trailers if approved by the Architectural Control Committee.

Double wide (minimum of 24 feet in width) manufactured housing and modular homes shall be permitted on residential lots, provided that such manufactured housing and/or modular homes are constructed on permanent foundations on the residential lots.

#### 8. Maintenance.

(a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

#### 9. Violations.

In the event that any lot owner shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles, or unsightly growth or object, then the Architectural Control Committee comprised of lot owners shall designate someone to enter upon such lands and remove the same at the expense of the owner, and such entrance shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Architectural Control Committee for the full amounts of the cost thereof chargeable to such lot, including collection costs and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

#### 10. Household Pets.

No horses, cattle, swine, or other livestock, or poultry or animals of any kind shall be raised, boarded or kept on any lot except that dogs, cats, or any household pets may be kept provided that they are not kept, boarded or maintained for any commercial purpose.

#### 11. Signs.

No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of residents of not more than two (2) square feet, and signs advertising the property "FOR RENT" or "FOR SALE" of not more than five (5) square feet.

#### 12. Subdividing.

No lot shall be subdivided, or its boundary lines changed except with the prior written consent of DECLARANT. However, DECLARANT hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the recorded plat of the subdivision, to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit for the building site, said steps to include, but not limited to, the relocation of easements, walkways, and right of way to conform to

the new boundaries of said replatted lots, provided that no lot originally shown on the recorded plat is reduced by more than twenty (20%) percent from its original size, and provided further that this provision shall be subject to approval by the Developer.

13. Outside Antennas.

No outside radio or television antennas shall be erected on any lot unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Control Committee.

14. Exterior Lights.

All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or bulbs.

15. Junk Vehicles and Tractor-Trailers.

No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers will be permitted on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense.

16. Enforcement.

(a) In the event of a violation or breach of any of the restrictions by any lot owner, or agent of such owner, DECLARANT or the owner of any lot in TOPSAIL LAKES, or any of them jointly or severally, shall have the right to proceed at law or equity to compel a compliance with the terms hereof, or to prevent the violation or breach. In addition to the foregoing, DECLARANT shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violations exists, and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation which shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or effect its enforcement.

(b) The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater runoff regulations as the same may be amended from time to time.



17. Easements of Access and Open Space.

(a) Each and every lot owner is hereby granted an easement to pass over, use and enjoy open spaces now or subsequently designated on recorded plats as community open space, and all roads, bridges, and rights of way, provided, however, that T.L.H.A. DECLARANT, its successors and assigns, shall retain the right to establish rules or regulations for the use and enjoyment of all such property.

(b) The Developer reserves the right to erect and maintain utilities, drainways and other public conveniences in common lands, including the right to cut any trees, bushes or shrubbery, make any grading in the soil, build buildings or take any similar action reasonable and necessary or desirable to provide economical and safe installation of service. Such rights may be exercised by a licensee of the Developer.

(c) The Developer reserves to itself, its successors and assigns the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for installation of street lighting, which contract requires or will require a continuing monthly payment to Carolina Power and Light Company by each residential customer for street lighting service.

18. Absence of Dedication to Public Use.

Nothing in these restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the streets, bridges, common lands or other ground within TOPSAIL LAKES.

19. Annexation of Additional Properties.

If the Developer, its successors and assigns, shall develop all and any lands adjoining the Property, said additional tract or any portion thereof may be annexed to said property without the assent of the members of the Association, provided, however, the development of such additional tract shall be in accordance with the same general scheme of development of TOPSAIL LAKES. The annexation provided in this Section shall become effective upon the filing by the Developer of an amended Declaration for such additional section in the office of the Register of Deed of Pender County.

20. Invalidation.

The invalidation by any Court, agency or legislation of any provision in these restrictions shall in no way effect any of the other provisions of these restrictions but the same shall remain in full force and effect.

21. Covenants Run with the Land.

All covenants, restrictions and affirmative obligations set forth in these restrictions shall run with the land and shall be binding on all purchasers of lots in said subdivisions, their successors and assigns, until October 1, 2018, after which time all said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots, has been recorded, agreeing to change, amend or revoke said covenants in whole or in part.

IN WITNESS WHEREOF, JB ASSOCIATES, a North Carolina General Partnership, has caused this instrument to be executed and sealed by its proper individual general partners, this the 21st day of September, 1993.

JB ASSOCIATES (SEAL)  
a North Carolina General Partnership

BY: Jeff Morris (SEAL)  
JEFF MORRIS, GENERAL PARTNER

BY: William O. Pope (SEAL)  
WILLIAM O. POPE, GENERAL PARTNER

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, a Notary Public in and for the aforesaid County and State do hereby certify that JEFF MORRIS, General Partner of JB ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the 21<sup>ST</sup> day of SEPTEMBER, 1993.

Mary A Edens  
Notary Public

My Commission Expires: 4/20/98

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, a Notary Public in and for the aforesaid County and State do hereby certify that WILLIAM O. POPE, General Partner of JB ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the 21<sup>ST</sup> day of SEPTEMBER, 1993.

Mary A Edens  
Notary Public

My Commission Expires: 4/20/98

North Carolina - Pender County

The foregoing (or annexed) certificate of

Mary A. Edens

\_\_\_\_\_ is certified to be correct.

This 22 day of September, A.D. 1993

JOYCE M. SWICEGOOD -- Register of Deeds

By: Daphne D. Smith  
Deputy/~~Assistant~~ Register of Deeds

FILED

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JOYCE M. SWICEGOOD  
REGISTER OF DEEDS  
PENDER COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

ARTICLES OF ASSOCIATION OF  
TOPSAIL LAKES HOMEOWNERS ASSOCIATION

THESE ARTICLES OF ASSOCIATION are made as of the 21st day of September, 1993, by and between JB ASSOCIATES, a North Carolina General Partnership herein referred to as "DECLARANT", parties of the first part, and all persons, firms or corporations who may hereafter become members of the Association hereby created, parties of the second part.

W I T N E S S E T H :

WHEREAS, DECLARANT is the owner of certain real property in the County of Pender, State of North Carolina, known as TOPSAIL LAKES and shown on map recorded in Map Book 26 at Page 24 in the Pender County Registry, to which reference is hereby made for a more particular description. (The Real Estate and being hereinafter called "SUBDIVISION").

NOW, THEREFORE, DECLARANT does hereby organize and establish an Association for the mutual benefit and protection of all persons, firms or corporation now owning or hereafter acquiring any lot in the SUBDIVISION, and do hereby covenant and agree to and with each other and with each and all of said persons, firms or corporations that the use and enjoyment of all lots in the SUBDIVISION is hereby made subject to these Articles of Association which shall be appurtenant to and shall not be separated from the ownership of any portion of said land, and which shall run with and be binding upon said land by whomsoever owned:

Recorded and Verified  
Joyce M. Swicegood  
Register of Deeds  
Pender County, NC

## ARTICLE I

NAME

The name of the Association shall be TOPSAIL LAKES HOMEOWNERS ASSOCIATION.

## ARTICLE II

The purposes for which this Association is organized are:

A. To promote the collective and individual interest and rights of all persons now owning or hereafter owning any portion of The Property.

B. To provide for the joint use, maintenance and upkeep of the common areas and private streets serving the SUBDIVISION.

C. To exercise any and all powers that may be delegated to it from time to time by the owners of the lots in the SUBDIVISION.

D. In general to do everything necessary, proper or advisable for the accomplishment of the purposes herein set forth.

## ARTICLE III

MEMBERSHIP

Every owner of a lot in the SUBDIVISION shall be a member of the Association which membership shall be appurtenant to and may not be separated from ownership of said real property. Further the owner of each Lot in the Subdivision shall be entitled to one membership for each lot owned and one vote in the affairs of the Association for each lot owned. Persons or entities who hold an interest in said real property merely as security for the performance of an obligation shall not be members.

## ARTICLE IV

VOTING RIGHTS

The Association shall have Two (2) classes of voting rights:

What about  
Joint Ownership?  
✓

CLASS I All members with the exception of the Declarant shall have Class I voting rights which shall entitle such member to one vote in the affairs of the Association for each membership owned. When more than one person holds an interest in any membership, the vote for such membership shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such membership.

CLASS II The Declarant shall have Class II voting rights which shall entitle the Declarant to three (3) votes for each membership owned. Class II voting rights shall cease and be converted to Class I voting rights on the happening of either the following events, whichever occurs earlier:

(a) When the total Class I votes outstanding exceeds the total Class II votes outstanding; or

(b) On September 1, 1996.

#### ARTICLE V

##### OFFICERS

The officers of the Association shall be a President, Vice President, and a Secretary-Treasurer, all of which shall be elected annually for a term of one year at the annual meeting of the membership of the Association.

#### ARTICLE VI

##### BOARD OF DIRECTORS

Routine business of the Association shall be conducted by the Board of Directors of the Association which shall consist of the above officers of the Association. Meetings of the Board of Directors shall be held at such times and in such places as the officers shall from time to time determine. The officers shall, subject to the approval of the membership, establish rules and regulations for the use, operation and maintenance of the common areas and facilities. Except as provided in ARTICLE VIII, any vacancy in any office shall be filled by appointment by the remaining members of the Board of Directors.

## ARTICLE VII

MEETINGS

Feb. A. ANNUAL MEETINGS of the Association shall be held in August of each year unless otherwise determined by the Board of Directors.

B. SPECIAL MEETINGS of the Association may be called at any time either by the President or by any three members.

C. PLACE. All meetings of the Association shall be held in Pender County or at such other place within the State of North Carolina as designated by the Board of Directors.

D. Seven (7) days written notice shall be given to all members of any annual or special meeting of the Association, but this requirement may be waived by consent of all members.

## ARTICLE VIII

REMOVAL OF OFFICERS

Any one or more of the officers may be removed at any time, without specifying any cause, by a majority vote of the members at a properly called meeting of the Association. The Association, at such meeting, shall elect a replacement to fill the unexpired term of the officer so removed.

## ARTICLE IX

DUES AND ASSESSMENTS

Each member of the Association, by acceptance of a deed for a lot in the SUBDIVISION, agrees and covenants, whether or not so expressed in such deed, to pay to the Association such annual dues and special assessments as shall be established from time to time by the Association. Such annual dues and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge upon the lot of such member and shall be a continuing lien upon the lot against which the assessment is made. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a semi-annual or monthly basis. Any assessments remaining unpaid for more than thirty days (30) shall bear interest from the due date at such rate as may be established by the Association, not to exceed the maximum rate allowable by law. Such lien, when filed in the Office of the Clerk of Superior Court of Pender County in the manner provided by Article 8 of Chapter 44 of the General Statutes of North Carolina, as the same may be amended, shall also secure reasonable attorney fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Each such assessment, together with interest,



costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for a delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

#### ARTICLE X

##### LIABILITY OF MEMBER

The Grantee of a lot in the Subdivision shall be jointly and severally liable with the Grantor for all unpaid dues and assessments against the latter for his proportionate share of the common expenses, dues and assessments up to the time of the grant or conveyance, without prejudice to Grantee's right to recover from the Grantor the amounts paid by the Grantee thereof.

#### ARTICLE XI

##### RULES AND REGULATIONS

The Board of Directors shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association, and when so approved shall become a part of these Articles of Association as fully as if set out herein verbatim.

#### ARTICLE XII

##### AMENDMENTS

These Articles of Association may be amended or repealed, or new Articles may be made and adopted at any annual or special meeting of the members of the Association, by a majority vote of all members entitled to vote, provided that notice of such intention to amend shall have been contained in the notice of such meeting.

IN TESTIMONY WHEREOF, these Articles of Association have been executed and sealed by JB ASSOCIATES, a North Carolina General Partnership, all on the day and year first above written.

JB ASSOCIATES (SEAL)  
a North Carolina General Partnership

BY: Jeff Morris (SEAL)  
JEFF MORRIS, GENERAL PARTNER

BY: William O. Pope (SEAL)  
WILLIAM O. POPE, GENERAL PARTNER

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, a Notary Public in and for the aforesaid County and State do hereby certify that JEFF MORRIS, General Partner of JB ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the 21<sup>ST</sup> day of SEPTEMBER, 1993.

Mary A. Edens  
Notary Public

My Commission Expires: 4/20/98

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, a Notary Public in and for the aforesaid County and State do hereby certify that WILLIAM O. POPE, General Partner of JB ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the 21<sup>ST</sup> day of SEPTEMBER, 1993.

Mary A. Edens  
Notary Public

My Commission Expires: 4/20/98

ASSOC.DOC