



2004007025

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDED AND RESTATED
PRIVATE DRIVE AGREEMENT

THIS AMENDED AND RESTATED PRIVATE DRIVE AGREEMENT (this "Agreement") is made and entered into as of this 16th day of December, 2003, by and between THE GARDEN DISTRICT SINGLE-FAMILY HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation having an office and tax mailing address at 517 S. Sharon Amity Road, Suite 100, Charlotte, North Carolina 28211 ("Garden"); SKYLINE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation having an office and tax mailing address at 4100 Park Road, Suite 406, Charlotte, NC 28209 ("Skyline"); and SKYLINE TERRACE, LLC, a North Carolina limited liability company having an office and tax mailing address at 500 East Boulevard, Charlotte, North Carolina 28203 ("Terrace"). Skyline, Garden, and Terrace may hereinafter individually and/or collectively be referred to as, the "Party" or the "Parties."

RECITALS:

A. Garden is a homeowners association whose members include, among other property owners, all of the fee simple owners of the following twenty-four (24) parcels of real property shown on the Final Plat of the Garden District of First Ward, recorded in Map Book 32, at Page 959, in the office of the Register of Deeds of Mecklenburg County, North Carolina (the "Plat"): (i) Block 3, Lots 1 through 9; (ii) Block 4, Lots 2 through 9; and (iii) Block 5, Lots 3 through 9, as shown on the Garden Plat (collectively, the "Garden Parcels").

B. Skyline is a condominium owners association whose members include all of the fee simple owners of the forty-four (44) condominium units located on the following real property shown on the Plat: (i) Block 3, Lot 10; (ii) Block 4, Lot 1; and (iii) Block 5, Lot 1 (collectively, the "Skyline Parcels").

C. Terrace is the owner of the real property known as Block 5, Lot 2 as shown on the Plat (the "Terrace Parcel") and will be the declarant of the condominium regime to be created upon the Terrace Parcel and other property. The Garden Parcels, the Skyline Parcels, and the Terrace Parcel are sometimes hereinafter referred to individually as a "Parcel," and collectively as the "Parcels."

D. By recordation of the Plat, three (3) sixteen foot (16') wide private drives located on Blocks 3, 4 and 5, respectively (each, a "Private Drive," and collectively, the "Private Drives"), were dedicated as perpetual, nonexclusive easements to provide vehicular and pedestrian access between the Garden Parcels, the Skyline Parcels, the Terrace Parcel, and the public streets adjoining each Block. The Private Drives are located on a portion of the Garden Parcels, a portion of the Skyline Parcels, and a portion of the Terrace Parcel. The Private Drives are for the exclusive use of the property owners (including unit owners in the case of condominiums) of the Garden Parcels, the Skyline Parcels, the Terrace Parcel, and their lessees, invitees and guests.

Drawn By And Mail To:

Ruffin Pence, Esq., Wumble Carlye Sandridge & Rice
Box 93
CHARLOTTE 387792v1

E. Pursuant to Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Single-Family Homes in the Garden District of First Ward, dated October 31, 2000 and recorded in Book 11699 at Page 678 in the office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry"), as amended by First Supplemental Declaration dated December 6, 2001 and recorded in Book 13024 at Page 597 (as so amended, the "Garden Declaration"), Garden is required to enter into this Private Drive Agreement with the current owners of the Skyline Parcels, the Terrace Parcel, or any condominium association formed with respect to the Skyline Parcels or Terrace Parcel.

F. Pursuant to Article V, Section 5.6 of the Declaration of Condominium for Skyline Terrace Condominium, dated July 12, 2001 and recorded in Book 12437 at Page 693 in the Registry (the "Skyline Declaration"), Skyline is required to enter into this Private Drive Agreement with the current owners of the Garden Parcels, the Terrace Parcel, or any homeowners association formed with respect to the Garden Parcels or Terrace Parcel.

G. Garden and Skyline entered into that certain Private Drive Agreement, dated December 14, 2001 and recorded in Book 13024 at Page 601 of the Mecklenburg County Public Registry in order to establish the rights and obligations of Garden, Skyline and the owners of property within the Garden Parcels and the Skyline Parcels with respect to the use, maintenance, and repair of the Private Drives (the "Original Agreement").

H. In order to establish the rights and obligations of Garden, Skyline, Terrace, and the owners of property within the Garden Parcels, the Skyline Parcels, and the Terrace Parcel with respect to the use, maintenance, and repair of the Private Drives, Garden, Skyline, and Terrace hereby agree to supercede and replace the Original Agreement by entering into this Agreement.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this Agreement, the Parties hereby amend the Original Agreement by declaring that the Original Agreement is superceded and replaced with this Agreement, and that the Parcels that are subject to the Original Agreement as described therein shall be now held, sold, conveyed and used subject to this Agreement. This Agreement and the covenants, conditions, easements and restrictions set forth therein and herein shall be covenants running with the land and shall be binding on all parties having any right, title or interest in the Parcels or any part thereof, their heirs, personal representative, successors and assigns, and shall inure to the benefit of each Owner of the Parcels or any part thereof. Accordingly, the undersigned amend and restate the Original Agreement to read as follows:

1. Joinder in Driveway Easement. Subject to the other terms and conditions of this Agreement, Garden, Skyline, and Terrace hereby consent to, and join in, the permanent non-exclusive driveway easement created by the Plat, the Garden Declaration and the Skyline Declaration over the Private Drives for the purpose of vehicular access, ingress and egress between the Parcels and adjoining public streets, and for the purpose of maintaining, repairing and reconstructing the paved areas, curbs and gutters and related roadway improvements located within the Private Drives.

2. No Obstructions. Each Party agrees that it will neither erect, nor permit to be erected, any permanent improvements over, across or within the Private Drives, or any other surface obstructions within the Private Drives, that obstructs or interferes with paved access between the Garden Parcels, the Skyline Parcels, the Terrace Parcel, and the adjoining public streets. The foregoing provisions shall not prohibit the reasonable designation and relocation of traffic lanes. In addition, any of the Parties shall have the right to close off portions of the roadway improvements located on its Parcel as may be reasonably required for the purpose of repairing or replacing those improvements in accordance with the terms of this Agreement. Any such actions, however, shall, except in the event of an emergency, be taken on a day or at a time designed to minimize interference with vehicular and pedestrian access between the Parcels and the adjoining public streets, and in any event only after prior written notice to Garden, Skyline, or to Terrace as appropriate.

3. Roadway Maintenance and Insurance.

(a) Skyline shall be responsible for maintenance and repair of the Private Roads, including without limitation the following:

(i) To keep and maintain all roadways and paved parking surfaces in good, safe, clean and sightly condition at all times, including without limitation the obligation to repair potholes or pavement cracks, and to resurface or repave the paved areas of the Private Drives when reasonably necessary.

(ii) To remove promptly, to the extent reasonably practicable, snow, ice, surface water and debris.

(iii) To keep all directional signs, pavement signs, and parking lot striping distinct and legible.

Notwithstanding the foregoing, Skyline shall not be required to make expenditures in excess of the approved Budget, as defined in paragraph 3(f), unless and until such additional expenditures have been approved by Garden and Terrace in accordance with the provisions of paragraph 3(f).

(b) Skyline shall maintain at all times Commercial General Liability Insurance (1993 ISO form [CG 00 01 10 93] or its equivalent; the "CGL Policy") in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence, with a General Aggregate limit per location of at least Two Million and No/100 Dollars (\$2,000,000.00), and Umbrella Liability coverage in the amount of at least Four Million and No/100 Dollars (\$4,000,000.00), or such other amounts as the Parties may agree from time to time. The CGL Policy (i) shall name Garden and Terrace as additional insureds, (ii) shall not contain the "care, custody and control" exclusion or, in the alternative, Skyline shall obtain fire and extended coverage legal liability insurance, and (iii) shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds prior to any cancellation or material reduction in coverage of the policy. Upon request, Skyline shall provide Garden and Terrace with a certificate of insurance evidencing the CGL Policy, together with satisfactory evidence of proof of payment of premiums.

(c) Abbot Enterprises, Inc. shall be the initial property manager in charge of maintaining the Private Drives. Skyline shall obtain, or shall cause its property manager to obtain, at least two (2) bids from responsible contractors for all maintenance, repair, replacement, and other contracts related to the Private Drive Expenses.

(d) Garden shall pay to Skyline its pro rata share of the maintenance, repair and insurance costs for the Private Roads, which pro rata share shall be equal to thirty-six and 00/100 percent (36.00%) ("Garden's Ratio") of the reasonable out-of-pocket expenses incurred by Skyline in performing the work described in paragraph 3(a) and maintaining the insurance described in paragraph 3(b) (the "Private Drive Expenses"). Garden's pro rata share of maintenance, repair and insurance costs is calculated as a fraction, the numerator of which is twenty-seven (27), the total number of housing units located on the Garden Parcels, and the denominator of which is seventy-five (75), the total number of housing units located on the Skyline Parcels, Garden Parcels, and Terrace Parcel.

(e) Terrace shall pay to Skyline its pro rata share of the maintenance, repair and insurance costs for the Private Roads, which pro rata share shall be equal to five and 33/100 percent (5.33%) ("Terrace's Ratio") of the reasonable out-of-pocket expenses incurred by Skyline in performing the work described in paragraph 3(a) and maintaining the insurance described in paragraph 3(b) (the "Private Drive Expenses"). Terrace's pro rata share of maintenance, repair and insurance costs is calculated as a fraction, the numerator of which is four (4), the total number of housing units located on the Terrace Parcel, and the denominator of which is seventy-five (75), the total number of housing units located on the Skyline Parcels, Garden Parcels, and Terrace Parcel.

(f) At least thirty (30) days prior to the commencement of each calendar year during the term hereof, Skyline shall furnish to Garden and Terrace a written statement (the "Budget"), prepared in good faith, setting forth (a) the estimated Private Drive Expenses for such calendar year, and (b) Garden's and Terrace's respective pro rata shares of such costs as determined using Garden's Ratio or Terrace's Ratio, as applicable. Garden and Terrace shall make any objections to the Budget within fifteen (15) days of receipt, in which case the parties will attempt to resolve the objections in good faith. If the parties are unable to resolve these objections by January 1 of the new calendar year, then the prior year's Budget shall remain in effect until such time as the parties agree on a new Budget for that calendar year. Skyline shall make no expenses in excess of the approved Budget without the prior written consent of Garden and Terrace, which consent shall not be unreasonably withheld. Approved expenses in excess of the Budget shall be paid by Garden and Terrace within thirty (30) days of receipt of a written invoice from Skyline.

(g) Within forty-five (45) days after the close of each calendar year, Skyline shall deliver to Garden and Terrace a certified written statement setting forth (a) the actual amounts of Private Drive Expenses incurred during the preceding year, and (b) Garden's and Terrace's actual pro rata shares of such Private Drive Expenses. If either Garden's or Terrace's actual pro rata share exceeds the estimated pro rata share paid by Garden or Terrace, as applicable, to Skyline for such calendar year, then either Garden or Terrace, as applicable, shall pay to Skyline such excess within forty-five (45) days after receipt of such statement. If the statement shows either Garden's or Terrace's actual pro rata share to be less than the estimated pro rata share paid by Garden or Terrace, as applicable, to Skyline for such calendar year, then Skyline shall credit

the difference against the monthly payments from either Garden or Terrace, as applicable, for the then current calendar year until Garden and Terrace have received a credit equal to the full amount of such difference.

(h) Notwithstanding the preceding provisions of this paragraph 3, each Party shall be solely responsible, for all expenses associated with any maintenance primarily necessitated by the negligence or wrongful intentional acts of such Party, its members, agents, contractors or employees. In the event that either Garden or Terrace is liable to Skyline for expenses under this paragraph 3(h), Garden or Terrace, as applicable, shall pay all such expenses to Skyline within fifteen (15) days after receipt of a written invoice from Skyline.

(i) If Skyline fails to perform its obligations under this paragraph 3, except when the necessary maintenance or repair is the result of the negligence or wrongful intentional acts of Garden or Terrace, or their members, agents, contractors or employees, and if such failure or default continues for a period of thirty (30) days after Skyline has received written notice, a copy of which shall also be delivered to Terrace, specifying the nature of the default or failure from Garden, then Garden shall have the right to perform such obligations, and Skyline and Terrace shall pay to Garden their pro rata share of the expenses incurred. Skyline's pro rata share shall be equal to fifty-eight and 67/100 percent (58.67%) ("Skyline's Ratio") of such costs, calculated as a fraction, the numerator of which is forty-four (44), the total number of housing units located on the Skyline Parcels, and the denominator of which is seventy-five (75), the total number of housing units located on the Skyline Parcels, Garden Parcels, and Terrace Parcel. Terrace's pro rata share shall be equal to Terrace's Ratio. Provided that any maintenance or repair work is bid on by at least two (2) responsible contractors and the lowest bidding contractor performs the maintenance or repair work, the cost of the maintenance or repair work will be deemed authorized and incurred by Skyline and Terrace. Skyline and Terrace shall reimburse Garden within thirty (30) days after receipt of an invoice for the completed maintenance or repair work, accompanied by a copy of the bids for such work from at least two (2) contractors.

(j) If Skyline fails to perform its obligations under this paragraph 3, except when the necessary maintenance or repair is the result of the negligence or wrongful intentional acts of Garden or Terrace, or their members, agents, contractors or employees, and if such failure or default continues for a period of thirty (30) days after Skyline has received written notice, a copy of which shall also be delivered to Garden, specifying the nature of the default or failure from Terrace, then Terrace shall have the right to perform such obligations, and both Skyline and Garden shall pay to Terrace their pro rata shares of the expenses incurred. Skyline's pro rata share shall be equal to Skyline's Ratio as herein defined and Garden's pro rata share shall be equal to Garden's Ratio as herein defined. Provided that any maintenance or repair work is bid on by at least two (2) responsible contractors and the lowest bidding contractor performs the maintenance or repair work, the cost of the maintenance or repair work will be deemed authorized and incurred by Skyline and Garden. Skyline and Garden shall reimburse Terrace within thirty (30) days after receipt of an invoice for the completed maintenance or repair work, accompanied by a copy of the bids for such work from at least two (2) contractors.

4. Indemnification of Garden, Skyline, and Terrace. Garden, Skyline, and Terrace shall each indemnify, protect, defend, and hold the other Parties harmless from claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in

connection with loss of life, bodily or personal injury or property damage: (i) arising from or out of any occurrence in, upon, or at or from the Private Drives, when not a result of any act or omission of the other Parties, their agents, contractors, employees, licensees or concessionaires; or (ii) resulting from a breach of this Agreement by the indemnifying Party.

5. Notices. All notices and demands required to be given to any of the Parties hereunder shall be in writing and shall be deemed to have been given (i) when received, if sent by certified United States mail, postage prepaid, return receipt requested, (ii) when delivered, if sent by personal delivery, or (iii) one (1) day after being sent, if sent by overnight delivery with a nationally recognized overnight delivery service. When using any of the foregoing methods, notice shall be sent, delivery prepaid, addressed to the Party to whom directed at the addresses specified in the first paragraph of this Agreement. Any of the Parties may, from time to time, by giving ten (10) days' prior written notice to the other Parties in the manner specified above, designate a different address to which notices to it shall be sent.

6. No Cross-Parking Easements. Nothing in this Agreement shall be deemed to grant to the owner of any Parcel, or any interest in a Parcel, any rights to use the parking areas located on any other Parcel for the parking of motor vehicles.

7. Arbitration. Any claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. The prevailing Party shall be entitled to collect its reasonable third-Party costs actually incurred in pursuing or defending the claim or controversy, including without limitation attorneys' fees and court costs.

8. No Rights in Public or Third Parties. This Agreement is not intended and shall not be construed to grant any rights or privileges to the public in general.

9. Covenants Running With Land. The obligations, easements and conditions contained in this Agreement are covenants running with the land; and they are made by the Parties for the benefit of themselves, each future owner of fee simple title to all or part of the Garden Parcels, the Skyline Parcels, or the Terrace Parcel and the grantees, successors, assigns, lessees, agents, employees and invitees of each of the foregoing.

10. Mechanics' Liens.

(a) Skyline covenants and agrees to do all things necessary to prevent the filing of any mechanics' or other liens against the Garden Parcels and Terrace Parcel by reason of work, labor, services or materials supplied or claimed to have been supplied to Skyline. If any such lien is filed, Skyline shall cause the lien to be discharged of record within twenty (20) days after notice of such filing by posting a bond or obtaining its release in any other manner prescribed by law.

(b) Garden covenants and agrees to do all things necessary to prevent the filing of any mechanics' or other liens against the Skyline Parcels and Terrace Parcel by reason of work, labor, services or materials supplied or claimed to have been supplied to Garden. If any such lien is filed, Garden shall cause the lien to be discharged of record within twenty (20) days after

notice of such filing by posting a bond or obtaining its release in any other manner prescribed by law.

(c) Terrace covenants and agrees to do all things necessary to prevent the filing of any mechanics' or other liens against the Skyline Parcels and Garden Parcels by reason of work, labor, services or materials supplied or claimed to have been supplied to Terrace. If any such lien is filed, Terrace shall cause the lien to be discharged of record within twenty (20) days after notice of such filing by posting a bond or obtaining its release in any other manner prescribed by law.

11. Miscellaneous.

(a) Governing Law. This Agreement has been entered into, and shall be construed in accordance with, the laws of the State of North Carolina.

(b) Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the matters set forth herein, and supersedes any prior written or oral understandings between the Parties with respect to those matters.

(c) Amendments and Modifications. This Agreement may be amended, modified or terminated only with the mutual consent of the Parties. Any amendment, modification or termination hereof, in order to become effective, shall be made by written instrument in recordable form executed by the Parties and their respective mortgagees.

(d) Estoppel Certificates. Any of the Parties shall, from time to time, upon not less than twenty (20) business days' notice from the other Party, execute and deliver to such other Party a certificate in recordable form stating, if such be the case, that this Agreement is unmodified and, to the best of its knowledge, this Agreement is in full force and effect, or if modified, and stating the modification and stating whether or not, to the best of its knowledge, the Party requesting such certificate is in default in any respect under this Agreement, and if in default, specifying such default and any amounts owed to or by it under the terms of this Agreement.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

(f) Mortgage Subordination. Any mortgage, security deed or deed of trust affecting any portion of the property affected hereby (a "Mortgage") shall at all times be subject and subordinate to the terms of this Agreement and any person or entity foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

(g) Binding Effect. Any transferee of any property affected hereby shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its respective property and to have agreed with the then owners of all other properties affected hereby to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, and the transferor shall upon the completion of such transfer be

relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed that remain unsatisfied. Nothing set forth herein shall impose, or be deemed to impose, any obligations as to any Party or property burdened hereby, unless such obligations are expressly set forth herein.

(h) Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors-in-title, any rights or remedies under or by reason of this Agreement. Notwithstanding anything to the contrary contained herein, no employees, agents, tenants, customers, guests, invitees or licensees of either Skyline, Garden, or Terrace shall have any legal rights under this Agreement and, specifically, shall have no independent right to enforce the rights of Skyline, Garden, or Terrace as applicable, under this Agreement.

(i) Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any of the Parties to cancel or otherwise rescind this Agreement or, except as otherwise provided herein, to terminate any provision of this Agreement; provided, however, that this limitation shall not affect any other rights or remedies that the Parties may have by reason of any default under this Agreement.

(j) Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this Agreement.

[Signatures begin on the following page.]

SKYLINE TERRACE CONDOMINIUM
OWNERS ASSOCIATION, INC., a North
Carolina nonprofit corporation

By: _____

President

THOMAS JOSEPH EGAN III

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

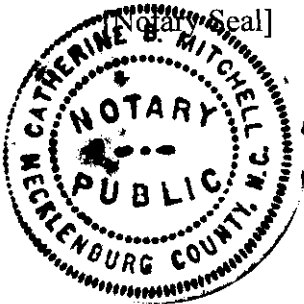
I, Catherine B. Mitchell, a Notary Public of the County and State
aforesaid, certify that Thomas J. Egan * personally came before me this day and
acknowledged that he is _____ President of SKYLINE TERRACE CONDOMINIUM
OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that he, as
_____ President, being authorized to do so, executed the foregoing on behalf of the
corporation. And the said _____ President acknowledged the said writing to be the act
and deed of said corporation.

Witness my hand and official stamp or seal, this the 25 day of NOVEMBER,
2003.

* AKA Thomas Joseph Egan III

My Commission Expires: 12-9-2006
Notary Public

Catherine B. Mitchell



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

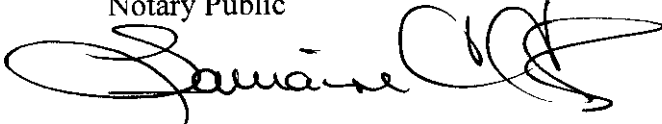
THE GARDEN DISTRICT SINGLE-FAMILY
HOMEOWNERS ASSOCIATION, INC., a North
Carolina nonprofit corporation

By: Raymond A. Warren
its President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

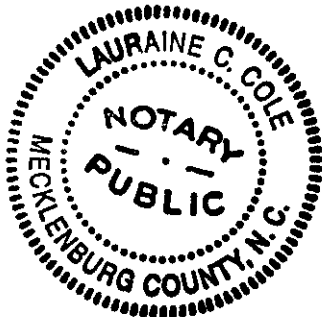
I, Lauraine C. Cole, a Notary Public of the County and State
aforesaid, certify that Raymond A. Warren personally came before me this day and
acknowledged that he is the President of THE GARDEN DISTRICT SINGLE-
FAMILY HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit
corporation, and that he, as _____ President, being authorized to do so, executed the
foregoing on behalf of the corporation. And the said _____ President acknowledged the
said writing to be the act and deed of said corporation.
Witness my hand and official stamp or seal, this the 16 day of December,
2003.

My Commission Expires: 3/18/07
Notary Public



[Notary Seal]

[Signatures continue on the following page.]



SKYLINE TERRACE, LLC, a North
Carolina limited liability company

By: [Signature]
David F. Furman, Manager

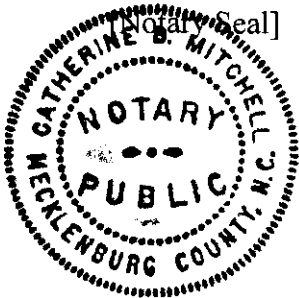
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

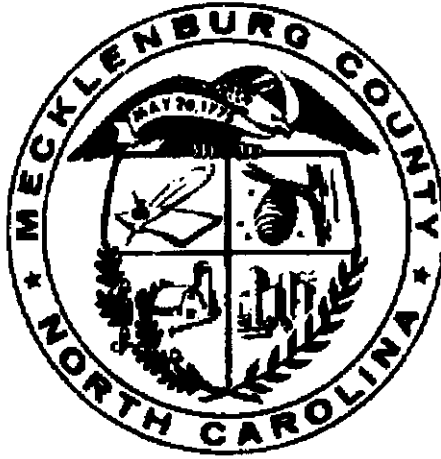
I, Catherine B. Mitchell, a Notary Public of the County and State
aforesaid, certify that David F. Furman personally came before me this day and
acknowledged that he is Manager of SKYLINE TERRACE, LLC, a North Carolina
limited liability company, and that he, as Manager, being authorized to do so, executed
the foregoing on behalf of the company. And the said Manager acknowledged the said
writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this the 26 day of November,
2003.

My Commission Expires: 12-9-2006
Notary Public

Catherine B. Mitchell





JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

Filed For Registration: 01/09/2004 03:56 PM
Book: RE 16657 Page: 911-922
Document No.: 2004007025
AGMT 12 PGS \$44.00
NS: \$25.00
Recorder: GRACE TUCKER

State of North Carolina, County of Mecklenburg

The foregoing certificate of LAURINE C COLE , CATHERINE B MITCHELL Notaries are certified to be correct.
This 9TH of January 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: _____
Deputy/Assistant Register of Deeds

A NS (non standard) fee is in accordance with NC G.S. 161-10 (a) (18b)



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