

BOOK 1158 PAGE 12

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RESTRICTIVE AGREEMENT

THIS RESTRICTIVE AGREEMENT, made and entered into, this the 1st day of January, 1977, by and between STONEY KNOB DEVELOPMENT CORPORATION, hereinafter referred to as Corporation, and Future Owners of Lots in the Subdivision hereinafter referred to.

W I T N E S S E T H:

THAT, WHEREAS, Corporation is the owner of Lots 1 through 19, inclusive of Section 5 of Woodland Hills, plat of which is recorded in the Buncombe County, North Carolina, Register's Office in Plat Book 44, at Page 24; and

WHEREAS, Corporation desires for the benefit of the Lots as described above and for the benefit of future purchasers and owners of said Lots, that said subdivision property shall be developed and used exclusively as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for the advantage which the Corporation will receive from the sale of such lots in a restricted subdivision, Corporation, for itself, its assigns and successors in title, covenants and agrees and hereby restricts the above referred to property, as follows:

1.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part. These restrictions shall apply only to the lots above referred to and not to any surrounding property which may be subdivided later and have a different type restriction.

2.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the lots shown on said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for

such violation. In the event of unintentional violation of any of the set-back or side line restrictions set forth below, the Corporation and the owner of the lot involved in such violation may, by written instrument, change such set-back or side line, provided that such change does not exceed 15% of the marginal requirement of the same.

3.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4.

All of said lots shall be known and described as private residential lots and none of such lots shall be used for any other purpose and, particularly, no trade or commercial enterprise of any type shall be carried on upon any lot. No structure shall be erected, altered, placed or permitted to remain on any lot other than the one detached single-family residence not to exceed two stories in height and a private garage for not more than three cars.

5.

None of said numbered lots as shown on said recorded plat shall be re-subdivided so as to create an additional building lot. Where a residence has been erected on a plot consisting of two or more lots, none of said lots shall be thereafter sold separately if such sale would result in a violation of paragraph no. 9 below.

6.

No trade or business and no noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on any residential lot. All dogs must be confined to the owner's property and, when on the street, must be held on a leash.

7.

No trailer, basement, tent, shack, garage, or other outbuildings erected on these residential lots shall be, at any time, used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.

8.

The minimum floor area of any residence on any of the lots,

exclusive of porches and garage, shall be not less than 1,300 square feet.

9.

No building shall be located nearer the front line or the side street line than the building set-back lines other than that specified by the Buncombe County Zoning Board.

10.

Easements affecting all lots in this tract are reserved, as shown on the recorded plat, for installation and maintenance of utilities and drainage facilities. Neither Corporation nor any utility company using the easements herein referred to shall be liable for any damage done by them in the installation, maintenance or replacement of any of such utilities or drainage facilities to shrubbery, trees, or flowers, or to the property of the owner situated on the land covered by said easement.

11.

No sign of any kind shall be displayed on any of these lots offering them for sale after the house has been built and occupied.

12.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13.

Grass and weeds are to be kept down on all such lots which are vacant to prevent an unsightly and unsanitary condition. This is an obligation of the lot owner and is to be done at his expense.

14.

No hedge, fence or wall shall be erected or planted between the street curb and the front building set-back line without the written approval of the Corporation, or its authorized successors or agent. On corner lots, this permission shall apply to the frontage on both streets. No fence, hedge or wall shall be erected on the remaining two-thirds portion of any lot which shall give undue offense to owners of adjoining lots, which shall be unsightly in the opinion of the Corporation, or which shall in any way interfere with vision of all streets so as to endanger the safety of pedestrians or drivers of vehicles, nor shall any tank for the storage of fuel be erected above ground on any lot. No shrubbery of any kind or height shall be planted between the property line of the lots and the curb of the streets. No chain link fence of any kind shall be allowed.

15.

No residence or garage shall be erected, placed or altered on any lot until the plans and specifications therefor have been submitted to and approved in writing by Corporation, its successors or assigns, or its designated agents (which agents may include a duly appointed or elected committee of homeowners in the subdivision in the event such a committee is activated in the future). All plans must show the location of any of such buildings to be placed, erected or altered on said lot. Corporation may require, as one of the conditions for granting approval, that all residences shall be constructed of at least twenty percent (20%) brick, brick veneer, or stone veneer, and that no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building or set-back line; reference to any such requirements of the Corporation shall not be interpreted as limiting the power and authority of the Corporation to make other requirements concerning such plans and specifications. In the event the Corporation fails to approve or disapprove such design or location within sixty (60) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. Plans and specifications presented to the Corporation for approval shall have drawing showing elevation of the house on the lot and the lot must be marked off with stobs so that its location may be easily identified. All trees, stumps and shrubbery which are to be removed from the lot must be marked before construction of the house begins. The contractor or builder on any lot is to keep the street in front of the lot and the lot free of dirt, rubbish, boards, cans and paper.

16.

Driveways serving lots shall have a minimum width of at least nine (9) feet of either asphalt, concrete or other hard-surface pavement with a two (2) inch high curb.

17.

Corporation, its successors, or assigns, will determine what trees are to be cut on any residential lot.

18.

Street lights shall be erected and paid for in accordance with Carolina Power and Light Company power program.

WITNESS the following corporate signature and seal as of the day and year first above written.



0.945-8

STONEY KNOB DEVELOPMENT CORPORATION

By: Jack Barfield
President

J. R. Lewis
Secretary

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for said State and County, certify that J. R. LEWIS personally appeared before me this day and acknowledged that he is Secretary of Stoney Knob Development Corporation, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and Notarial Seal, this 14th day of January, 1977.

My commission expires:

Apr 29, 1980

Chas J. Lewis
Notary Public



State of North Carolina, County of Buncombe Each of the foregoing certificates, namely of Chas J. Barfield

a notary or Notaries public of the State and County designated is certified to be correct.

This 14 day of January, 1977

WILLIAM E. DIGGES
Register of Deeds, Buncombe County
By: Macie L. Parkins Deputy

Filed for registration on the 14 day of January, 1977 at 2:30 P. M.

WILLIAM E. DIGGES
Register of Deeds, Buncombe County
By: Macie L. Parkins Deputy

Return to: Allan P. Root, Roberts Stevens & Cogburn, P.A.
Prepared by Allan P. Root, Roberts Stevens & Cogburn, P.A.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RESTRICTIVE AGREEMENT

REGISTERED
87 JAN 19 P2:50
Allan P. Root
ROBERTS STEVENS & COGURN
ATTORNEYS AT LAW
BUNCOMBE COUNTY, N.C.

THIS Restrictive Agreement, made and entered into, this the 7th day of January, 1986 by and between Stoney Knob Development Corporation, hereinafter referred to as "the Corporation", future owners of lots in the property hereinafter referred to, and the owners of lots located in (1) Woodland Estates, a plat of which is recorded in the Buncombe County Registry of Deeds in Plat Book 52 at page 86; and (2) Woodland Hills, Section 5, 7, 9 and 10, plats of which are located in the Buncombe County Registry of Deeds in Plat Book 44 at page 24, Plat Book 42 at page 116, Plat Book 44 at page 148, Plat Book 45 at page 25, and Plat Book 45 at page 141 (all of whom shall be referred to hereafter collectively as the "Adjoining Owners").

WITNESSETH:

THAT whereas, the Corporation is the owner of the following described property:

Beginning at an iron pin, said iron pin being the Easternmost corner of lot 6 of a plat of the property of Woodland Estates shown in plat book 52 at page 86 Buncombe County Registry, said iron pin being also in the Northernmost corner of lot 7 of said plat; running thence from said beginning point with the Northern margin of lot 6 referenced above and with the Northern margin of lot 5 of said above referenced plat North 82 degrees 39 minutes 37 seconds West 407.85 feet to an iron pin; thence continuing with the Northwest margin of said lot 5 and with a Northwest margin of lot 4 of said plat South 54 degrees 39 minutes 28 seconds West 230.17 feet to an iron pin located in the Northeast margin of Woody Lane; running thence with the Northeast margin of Woody Lane the following 11 calls: North 48 degrees 57 minutes 58 seconds West 29.08 feet; North 37 degrees 32 minutes 12 seconds West 173.59 feet; thence on a curve to the left with a radius of 572.82 feet an arc length of 214.39 feet; thence North 58 degrees 58 minutes 54 seconds West 178.58 feet; thence on a curve to the right with a radius of 271.27 feet an arc length of 112.96 feet; thence North 35 degrees 7 minutes 24 seconds West 30 feet to a stake in the Southeast margin of Westbrook Road; thence continuing North 35 degrees 7 minutes 24 seconds West 90.8 feet to a stake in the Northwest margin of Westbrook Road; thence continuing North 35 degrees 7 minutes 24 seconds West 42.58 feet; thence on a curve to the left with a radius of 543.9 feet an arc length of 145.87 feet; thence North 50 degrees 29 minutes 20 seconds West 219.42 feet; thence continuing on a curve to the left with a radius of 1,599 feet an arc length of 57.92 feet to the Southernmost corner of that property conveyed to Chris Moser in deed book 1398 at page 545, Buncombe County Registry; thence leaving the Northeast margin

of Woody Lane and running with the Southeast margin of the aforementioned Moser property North 41 degrees 35 minutes 9 seconds East 120 feet to the Easternmost corner of said Moser property; thence continuing with the Northeast margin of said Moser property North 47 degrees 11 minutes 8 seconds West 121.96 feet to the Northernmost corner of said Moser property, said point being also the Easternmost corner of lot 19 section 5 of Woodland Hills shown in plat book 44 at page 24, Buncombe County Registry; running thence with the Northeast margin of said lot 19 and with the Northeast margin of lot 18 of said section 5 North 46 degrees 57 minutes 45 seconds West 210 feet to a point, the Southernmost corner of lot 12 section 9 of Woodland Hills recorded in plat book 45 at page 25, Buncombe County Registry; running thence with the Southeast margin of said lot 12 North 43 degrees 2 minutes 15 seconds East 250 feet to the Easternmost corner of said lot 12; running thence with the Eastern margin of lots 11 and 10 of section 9 Woodland Hills as recorded in plat book 45 at page 25, Buncombe County Registry, North 7 degrees 21 minutes 33 seconds West 448.29 feet to an iron pin, the Easternmost corner of lot 9 of said section 9 and the Southernmost corner of the property conveyed to Allan S. Woody in deed book 1121 at page 558, Buncombe County Registry; running thence with a Southeast margin of said Woody property North 37 degrees 38 minutes 22 seconds East 329.21 feet to an iron pin, the Easternmost corner of said Woody property; thence continuing with the Northeastern margin of said Woody property North 47 degrees 27 minutes 16 seconds West 39.03 feet to a point located in the Southeast margin of the right of way of Aiken Road; running thence with the Southeast margin of said Aiken Road the following 4 calls: on a curve to the left with a radius of 230 feet an arc length of 59.56 feet; thence North 47 degrees 21 minutes 57 seconds East 126.75 feet; thence on a curve to the right with a radius of 170 feet an arc length of 99.97 feet; thence North 81 degrees 3 minutes 38 seconds East 55.5 feet; thence on a curve to the right with a radius of 20 feet an arc length of 38.39 feet; thence continuing with the Western Southwestern and Southern margins of the right of way of Newstock Road the following 10 calls: South 11 degrees 2 minutes 49 seconds West 201 feet; thence on a curve to the left with a radius of 2,000 feet an arc length of 330.92 feet; thence South 1 degree 34 minutes 1 second West 498.02 feet; thence on a curve to the left with a radius of 981.26 feet an arc length of 286.14 feet; thence continuing on a curve to the left with a radius of 682 feet an arc length of 276.98 feet to a point located in the Northwest margin of Westbrook Road; thence continuing on a curve to the left with a radius of 682 feet an arc length of 87.5 feet to a stake in a Southeast margin of Westbrook Road; thence continuing on a curve to the left with a radius of 682 feet an arc length of 301.45 feet; thence on a curve to the left with a radius of 700 feet an arc length of 166.92 feet; thence South 84 degrees 44 minutes 55 seconds East 423.12 feet; thence on a curve to the right with a radius of 900 feet an arc length of 187.14 feet; thence leaving the margin of Newstock Road South 12 degrees 47 minutes 22 seconds East 147.47 feet; thence South 31 degrees 8 minutes 22 seconds East 65.22 feet thence South 27 degrees 57 minutes 38 seconds West 51.37 feet to an iron pin; thence South 62 degrees 28 minutes 42 seconds West 115.26 feet to the point of place of beginning, and being 22.05 acres more or less. The above described Property is shown on a survey of the Property at Stoney Knob Development Corporation by Ashley Engineering dated September 17, 1986 map #86125C.

WHEREAS, the Corporation desires for the benefit of the property as described above, hereafter referred to as "the Property" and for the benefit of future purchasers and owners of any lot or lots subdivided from the Property (hereafter referred to as "the

Lots"), and for the benefit of the Adjoining Owners, that said Property and Lots shall be developed and used exclusively as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for the advantage which the Corporation will receive from the sale of lots in a restricted subdivision, and upon the receipt of valuable consideration from the Adjoining Owners, said receipt being hereby acknowledged, the Corporation, for itself, its assigns and successors in title, covenants and agrees and hereby restricts the Property and Lots, as follows:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an agreement changing said covenants in whole or in part is recorded in the Buncombe County Registry of Deeds prior to the date of renewal duly executed by (1) a majority of the Adjoining Owners and (2) the owner of the Property (if the Property has not been subdivided into Lots) or a majority of the owners of the Lots (if the Property has been subdivided into lots).

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the Property or the Lots, or any Adjoining Owner, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other dues for such violation. In the event of an unintentional violation of any of the setback or sideline restrictions set forth below, the Corporation and the owner of the lot involved in such violation may, by written instrument, change such setback or sideline, provided that such change does not exceed 15% of the margin.

3. Invalidation of any of these covenants by judgment or court order shall in no manner effect any of the other provisions, which shall remain in full force and effect.

4. The Property and the Lots shall be known and described as private residential property and neither the Property nor the Lots shall be used for any other purpose, and particularly, no trade or commercial enterprise of any type shall be carried on upon the Property or the Lots. No structure shall be erected, altered, placed or permitted to remain on the Property or the Lots other than one detached single family residence not to exceed two stories in height and a private garage for not more than three cars.

5. No trade or business and no noxious or offensive activities shall be carried on upon the Property or the Lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on the Property or the Lots. All dogs must be confined to the owner's property and, when on the street, must be held on a leash.

6. No trailer, basement, tent, shack, garage or other outbuildings erected on the Property or the Lots shall be, at any time, used as a residence temporarily or permanently, nor shall any residence be moved onto the Property or the Lots.

7. The minimum floor area of any residence on the Property or the Lots, exclusive of porches and garages, shall be not less than 1,400 square feet.

8. No building shall be located nearer the front line or the side street line on the Property or the Lots than the building setback lines which shall be thirty (30) feet on the front line and ten (10) feet on the side line.

9. The Corporation reserves the right to grant such easements in the Property or the Lots as will be reasonably necessary for the installation and maintenance of utilities and drainage facilities. Neither the Corporation nor any utility company using said easements shall be liable for any damage done by them in the installation, maintenance or replacement of any of such utilities or drainage facilities to shrubbery, trees, or flowers, or to the property of the owner situated on the land covered by said easement.

10. Neither the Property nor the Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Grass and weeds are to be kept down on the Property and the Lots to prevent an unsightly and unsanitary condition. This is an obligation of the property owner and is to be done at his expense.

12. No hedge, fence or wall shall be erected or planted between the street curb and the front building setback line without the written approval of the Corporation, or its authorized successors or agent. On corner Lots this permission shall apply to the frontage on both streets. No fence, hedge, or wall shall be erected on any of the Lots which shall give undue offence to owners of adjoining Lots, which shall be unsightly in the opinion of the Corporation, or which shall in any way interfere with vision of all streets so as to endanger the safety of pedestrians or drivers of vehicles, nor shall any tank for the storage of fuel be erected above ground on the Property or any of the Lots. No shrubbery of any kind or height shall be planted between the property line of the Property or any of the Lots and the curb of the streets.

13. No residence or garage shall be erected, placed or altered on the Property or the Lots until the plans and specifications therefore have been submitted to and approved in writing by the Corporation, its successors or assigns or its designated agents (which agents may include a duly appointed or elected committee of home owners of the Lots or Adjoining Owners in the event such a committee is activated in the future). All plans must show the location of any of such buildings to be placed, erected or altered on said Property or Lot. The Corporation may require as one of the conditions for granting approval that all residences shall be constructed of at least 20% brick, brick veneer, or stone veneer, and that no fence or wall shall be erected, placed or altered on any of the Lots nearer to any street than the minimum building or setback line; reference to any such requirements of the Corporation shall not be interpreted as limiting the power and authority of the Corporation to make other requirements concerning such plans and

specifications. In the event the Corporation fails to approve or disapprove such design or location within sixty (60) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. Plans and specifications presented to the Corporation for approval shall have drawings showing elevations of the house on the Lot and the Lot must be marked off with markers so that its location may be easily identified. All trees, stumps and shrubbery which are to be removed from the Lot must be marked before construction of the house begins. The contractor or builder on the Property or any Lot is to keep the street in front of the Property or the Lot and the Property or Lot free of dirt, rubbish, boards, cans and paper.

14. Driveways serving the Property and Lots shall have a minimum width of at least 9 feet of either asphalt, concrete or other hard surface pavement with a 2 inch high curb.

15. The Corporation, its successors or assigns will determine what trees are to be cut on any Lot.

16. Street lights, if any, shall be erected and paid for in accordance with Carolina Power and Light Company Power Program.

17. The Corporation reserves the right to subject the Property and the Lots to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each Lot.

18. None of the Lots shall be subject to the provisions of an instrument entered into by Stoney Knob Development Corporation dated December 21, 1973, and recorded in deed book 1092 at page 535, Buncombe County Registry of Deeds, with reference to the establishment of the Woodland Hills Commission.

WITNESS the following Corporate signature and seal as of the day and year first written above.

STONEY KNOB DEVELOPMENT CORPORATION

BY: *Anna J. Bergin*
President

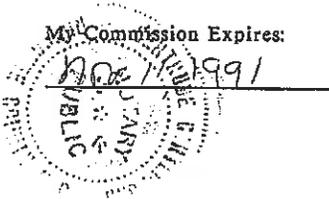


STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for said State and County, certify that James P. Lewis personally appeared before me this day and acknowledged that he/she is Secretary of Stoney Knob Development Corporation, a Corporation, and that, by authority duly given and as the act of the Corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its Secretary.

Witness my hand and notarial seal, this the 7th day of January, 1986.

Gestrande C. Nydberg
Notary Public



State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Gestrande C. Nydberg
a notary or Notaries public of the State and County designated is certified to be correct.

This 19 day of January 19 87

Filed for registration on the 19 day of January

OTTO W. DeBRUHL
Register of Deeds, Buncombe County
By: Colene C. Bonham Deputy

19 87 at 2:50 P.M.
OTTO W. DeBRUHL
Register of Deeds, Buncombe County
By: Colene C. Bonham Deputy

This Indenture, made this 5th day of August, 1977 by and between STONEY KNOB DEVELOPMENT CORPORATION, a North Carolina Corporation hereinafter called Grantors, and WALTER A. LONDENBERG, JR. hereinafter called Grantees whose address is

(said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged; have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees their heirs and/or successors and assigns (subject, however, to any conditions, restrictions, limitations, reservations or exceptions appearing after the description below), the following particularly described real estate, located in Buncombe County, North Carolina, to-wit:

French Broad Township

BEING Lot 6 of Section 5 of Woodland Hills, as shown on a Plat recorded in Plat Book 44 at Page 24, Records of Buncombe County.

This conveyance is made SUBJECT TO the building set-back line shown on the recorded plat, to the restrictions applicable to said lot as said restrictions are recorded in Deed Book 1158 at Page 12, Records of Buncombe County, and to the following restriction which shall be a covenant running with the land: The developer reserves the right to subject the above lot to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of said lot.

To Have and to Hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST: James R. Lewis (SEAL) Secretary, By: Joseph T. Basfield (SEAL) President

State of North Carolina, County of Buncombe

Notary Public of said State and County, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 5th day of August, 1977

My commission expires:

State of Buncombe County

personally appeared before me this day and acknowledged

Witness my hand and Notarial Seal, this 5th day of August, 1977

My commission expires:

State of North Carolina, County of Buncombe

I, a Notary Public of said State and County, certify that James R. Lewis personally came before me this day and acknowledged that he is Secretary of Stoney Knob Development Corporation

and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him self as its Secretary.

Witness my hand and Notarial Seal, this 12th day of August, 1977

My commission expires: Apr 29, 1980

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Celia T. Basfield a notary or Notaries public of the State and County designated is certified to be correct.

This 15th day of August, 1977

WILLIAM E. DIGGES Register of Deeds, Buncombe County By: Fern M. Maxwell Deputy 19.77 at 11:00 AM WILLIAM E. DIGGES Register of Deeds, Buncombe County By: Fern M. Maxwell Deputy

File-I for registration on the 15th day of August