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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

REPLACEMENT RESTRICTIVE COVENANTS

THESE REPLACEMENT RESTRICTIVE COVENANTS are entered into this the 10th day of July, 2008, by and between the undersigned owners of lots within the restricted community known as "Alpine Mountain" as hereinafter set forth, Grantors (hereinafter "Property Owners") and ALPINE MOUNTAIN HOMEOWNERS ASSOCIATION, INC., Grantee.

WITNESSETH:

WHEREAS, on November 16, 1986 and January 23, 1991, Miracle Mountain, Inc., and Alpine Investment Corporation, respectively created Miracle Mountain Covenants and Alpine Mountain Covenants as restrictive and protective covenants for property identified on the plats recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 42 at Page 35 and in Plat Book 50 at Page 6. The property identified in Plat Book 50 at Page 6 (Alpine Mountain) includes the property recorded in Plat Book 42 at Page 35. This total property is commonly referred to as Alpine Mountain, initially a 502 acre restricted deed community; and

WHEREAS, subsequently a homeowners association was formed and later incorporated in North Carolina as Alpine Mountain Homeowners Association, Inc. (hereinafter "ASSOCIATION"); and

WHEREAS, on March 8, 2007, The Cliffs Communities, with the approval of the members of the ASSOCIATION, withdrew certain property from Alpine Mountain identified at Book 4371, Page 1167 in the Office of the Register of Deeds for Buncombe County, North Carolina; and

WHEREAS, any subsequent reference in these Replacement Restrictive Covenants to Alpine Mountain or the Alpine Mountain community shall be a reference to the remaining properties within the restricted deed community after such withdrawal of property; and

WHEREAS, it is the intent of the undersigned Property Owners that these Replacement Restrictive Covenants shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in real estate in the Alpine Mountain community.

Prep. by
Forward & Return To: Wm. Michael Bregley
Box 9

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties replace the existing restrictive and protective covenants with the following Replacement Restrictive Covenants:

ARTICLE 1 - SURVIVAL OF CONTEMPORANEOUS AMENDMENT

In the event that a specific and limited amendment of the existing restrictive and protective covenants which primarily addresses definitions of "Lots" and "Homestead Lots", assessments and neighborhood road maintenance, is contemporaneously offered to the Property Owners and approved, the terms of such amendment are intended to and shall survive the replacement of such existing restrictive and protective covenants by these Replacement Restrictive Covenants, and the terms of such amendment shall be supplemental to merged into, and become a part of these Replacement Restrictive Covenants.

ARTICLE 2 – HOMEOWNERS ASSOCIATION

Section 2.1. Description of Association. The Alpine Mountain Homeowners Association, Inc. (hereinafter, the "ASSOCIATION") is a North Carolina non-profit corporation. It was incorporated on March 2, 1994. The Articles of Incorporation are on file and available on request from the Secretary of the Association.

Section 2.2. Address of Association. The ASSOCIATION address is: P. O. Box 202, Black Mountain, NC 28711, which address is subject to change upon notice to the Property Owners.

Section 2.3. The Purpose of the Association. The purpose of the ASSOCIATION is to:

- a) endeavor to repair, maintain and improve the rights-of-ways designated as roads on Buncombe County, North Carolina plat maps as funds allow.
- b) endeavor to maintain and repair the common property of the ASSOCIATION as funds allow.
- c) prepare an annual budget for allocation of expenses. The budget shall be presented to, and approved by, the membership at the Annual Meeting.
- d) budget, collect and/or expend, as such terms are defined in Article 11 below, the Annual Assessment, the Road Maintenance Assessment, the Emergency Assessment and the Special Assessment from Property Owners to meet expenses of the ASSOCIATION.
- e) hold the Annual Meeting of the ASSOCIATION during the month of July.
- f) approve construction plans as defined below under construction rules.
- g) create and enforce rules, regulations and policies pertaining to the use of ASSOCIATION property.
- h) enforce compliance with the Documents of the ASSOCIATION.
- i) assure the general good of the community.

Section 2.4. Corporate Structure. The corporate structure of the ASSOCIATION is defined in the ASSOCIATION Bylaws. The affairs of the ASSOCIATION shall be managed by its Board of Directors. The Board of Directors shall be comprised of seven members as follows:

- a) three directors elected by the members at large, and
- b) four officers (who shall also serve as directors), also elected by the members at large. The designated officers are President, Vice President, Secretary and Treasurer.

Section 2.5. Limits on the Power of the ASSOCIATION. The Association shall not generally regulate the behavior and activities of a Property Owner except when the Property Owner is out

of compliance with the provisions of the Documents of the ASSOCIATION. The ASSOCIATION shall not be involved in disputes between Property Owners.

Section 2.6. The Fiscal Year of the ASSOCIATION. The fiscal year of the ASSOCIATION shall be July 1 through June 30. The Fiscal Year may be changed at the discretion of the Board of Directors.

ARTICLE 3 – DEFINITIONS

Section 3.1. What is Alpine Mountain? Alpine Mountain is a planned community identified as that tract shown on a plat recorded in Plat Book 50 at Page 6, in the Office of the Register of Deeds for Buncombe County, North Carolina, as reduced by the withdrawal associated with The Cliffs Communities, as described in Article 1 above.

Section 3.2. Assessments. “Assessments” shall be further defined in Article 11 below, but otherwise means the amount of money assessed each Property Owner to cover expenses of the ASSOCIATION as well as any fines, late charges, interest and attorneys’ fees as set forth in these Replacement Restrictive Covenants and the Bylaws.

Section 3.3. ASSOCIATION. This term, used throughout these Replacement Restrictive Covenants, refers to the Alpine Mountain Homeowners Association, Inc., a non-profit corporation organized under North Carolina law to manage certain responsibilities as set forth below.

Section 3.4. Bylaws. This term refers to the Bylaws of the Alpine Mountain Homeowners Association as approved by its members.

Section 3.5. Annual Meeting. The Annual Meeting of the ASSOCIATION shall be held during the month of July each year, according to the provisions specified in the Bylaws.

Section 3.6. Documents. This term used throughout these Replacement Restrictive Covenants refers to the Replacement Restrictive Covenants, the Bylaws and the rules, regulations and policies of the Alpine Mountain community.

Section 3.7. Replacement Restrictive Covenants. This term means the restrictions, conditions and easements formed in this document, providing a common agreement for all Property Owners.

Section 3.8. Property Owner. This term, used in these Replacement Restrictive Covenants, means the owner of a Lot in the Alpine Mountain community.

Section 3.9. Property. This term refers to real estate located in Alpine Mountain.

Section 3.10. Lot. This term is defined in the above-referenced Amendment to Restrictive Covenants.

Section 3.11. North Carolina Planned Community Act. The N.C. Planned Community Act (Chapter 47F of the N.C. General Statutes) is a statute that sets standards, guidelines and rules for private developments in North Carolina (“Planned Community Act”).

Section 3.12. Expenses. This term refers to the expenditures made by, or financial liabilities of the ASSOCIATION, together with any allocations to reserves.

Section 3.13. Reasonable Attorney Fees. This means fees reasonably incurred without regard to any limitation on attorneys' fees which otherwise may be allowed by law.

Section 3.14. Roads and Driveways. "Roads" means any roadway dedicated for common travel into or out of Alpine Mountain community. "Driveway" means a private road leading to one or more homes.

Section 3.15. Contiguous. This is defined as one Lot touching another at a point or along a Lot line. Lots on opposite sides of a Road (and not otherwise touching at a point along a Lot line) shall not be considered "contiguous" for any purpose hereof.

ARTICLE 4 – DURATION AND EFFECT OF THESE COVENANTS; SUBMISSION TO THE PLANNED COMMUNITY ACT

These Replacement Restrictive Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2028, at which time said covenants shall be automatically extended for successive periods of 20 years, unless amended according to the Planned Community Act. These Replacement Restrictive Covenants may be enforceable as a lien against a defaulting Lot owner as if said lien were a statutory lien enforceable in accordance with the North Carolina General Statutes.

The Planned Community Act shall apply to Alpine Mountain. Submission by Alpine Mountain to the governance, administration and operation of the Planned Community Act is for the benefit of all Property Owners and will allow the Property Owners to take advantage of the expanded statutory basis offered by such Act.

ARTICLE 5 – ENFORCEMENT OF COVENANTS

Section 5.1. Responsibility for Enforcement. It is the responsibility of the Board of Directors to enforce the limited restrictions, policies and rules established by the membership of the ASSOCIATION. If the Parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of these Replacement Restrictive Covenants, it shall be lawful for the Board of Directors to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Replacement Restrictive Covenants and either to prevent him/her or them from so doing, or to recover damages or other dues for such violation. However, in the judgment of the Board of Directors, it is expressly understood and agreed that the Board of Directors shall and does have the right to waive, by written instrument, any unintentional violation of these covenants. In the judgment of the Board of Directors, it may waive other restrictions, as long as such waiver is not a detriment to the integrity of the community. It is understood and agreed that such waivers are to be at the sole discretion of the Board of Directors.

Section 5.2. Invalidation of any Covenants. Invalidation of any of these Replacement Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5.3. Enforcement of Covenant Violations. The following sub-sections explain the procedures the Board of Directors will use to charge, fine or otherwise penalize Property Owners who violate these Replacement Restrictive Covenants. These Replacement Restrictive Covenants are in compliance with the Planned Community Act.

Section 5.4. Charges for Violations. The Board of Directors by a majority vote may charge a Property Owner with violation(s) of an established covenant. Such violation(s) shall be specific and documented in writing. The charge of violation(s) also states the remedies and/or time requirements for compliance, where applicable.

Section 5.5. Property Owners Rights. A Property Owner who is charged with violation(s) may, within 15 business working days of the receipt of a charge, request an opportunity to be heard by the Board of Directors and to present evidence. The Board of Directors must provide in writing a notice of its decision within 15 business working days of the hearing.

Section 5.6. Fines and Suspensions of Property Owner Rights. Fines may be levied up to the amount permitted by the N.C. Planned Community Act, and the violation(s) must be remedied and the fine be paid within 90 days of the date of the notice of violation(s). If any violation continues beyond the 90 days, the ASSOCIATION may take legal action. If the owner fails to pay the fine within the 90 days, the matter may be turned over to an attorney for collection, which may result in a lien being filed against their Property.

Section 5.7. Attorneys' Fees for Enforcement of Covenants. In legal action to enforce the provisions of these Replacement Restrictive Covenants, the court may award reasonable attorneys' fees to the prevailing party as provided in the Planned Community Act.

ARTICLE 6 – LOT USAGE

Section 6.1. Residential Property. Each Lot is intended for use as private residential property. Any rental shall be for a term of not less than three months.

Activities such as a home office or home-based business that are consistent with use as residential property are permitted. Such use shall not create an imposition upon other Property Owners.

Specific restrictions include:

- a) The home based business must be conducted entirely within a dwelling or approved accessory building and carried on by the occupants thereof.
- b) The home-based business is secondary to the use of the dwelling and occupies less than 25 percent of the total heated floor space of the dwelling or the entire accessory building.
- c) There shall be no display, no outside storage, and no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home business other than an unlighted sign located on the premises and not over two square feet in area.
- d) No traffic shall be generated by such home business in greater volumes than would normally be expected in a residential neighborhood, and any needed parking must be off the street and not blocking the driveway.
- e) No equipment or process shall be used in such home business, which causes noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.
- f) In case of electrical interferences, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.

Section 6.2. Prohibited Activities. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance, unsanitary and unsightly or a nuisance to the neighborhood. No animals, livestock or poultry other than domestic pets may be kept on any Lot. All dogs and cats must be confined to the

Property Owner's Lot and may not be kept, bred or maintained for any commercial purposes. Property Owners are personally responsible for control of their pets. The ASSOCIATION shall be held harmless for any loss, damage or liability caused by any Property Owner's pet.

Section 6.3. Approved Structures. No structure shall be erected, altered, placed or permitted to remain on such Lot other than one detached single-family residence not to exceed two stories in height (a "daylight" or "walk-out" basement shall not be considered a "story" for this purpose).

Section 6.4. Prohibited Structures. No tent, shack, detached garage or other outbuilding shall be placed or erected on the Lot unless and until Article 10 of these Replacement Restrictive Covenants is complied with.

Section 6.5. Antennas, Windmills and Detached Solar Panels. Any antennas or satellite receivers for radio and/or television signals, windmills or detached solar panels may be erected or installed in accordance with installation plans including landscaping which are approved in advance by the Board of Directors. A television satellite receiver dish no larger than 40 inches in diameter shall be considered approved without prior approval of the Board of Directors.

ARTICLE 7 – MINIMUM LOT SIZE

The Property shall not be subdivided so as to create any Lot less than one acre in size.

ARTICLE 8 – SIGNS

Section 8.1. Signs Generally. No signs except the following will be permitted on the Lot either permanently or temporarily:

- a. a sign not larger than four (4) square feet advertising the Lot for sale,
- b. a sign not larger than four (4) square feet with the Property Owner's name and address,
- c. a sign not larger than four (4) square feet naming the house or Lot.

Section 8.2. Real Estate Signs. Real estate signs shall be placed only on the Lot that is for sale. No more than two signs per Lot shall be posted, except for small directional signs. Realtors/Property Owners must maintain their signs in an upright, orderly way.

ARTICLE 9 – LOT MAINTENANCE

Section 9.1. Trash and Waste Containment. The Lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

Section 9.2. Pools and Tanks. No private swimming pool shall be erected above ground on the Lot. No fuel tanks, cisterns or other storage tanks may be placed above ground without the written approval of the Board of Directors.

Section 9.3. Fencing and Hedges. No hedge, fence or wall shall be erected or planted within the Road right of way without the written approval of the Board of Directors. No fence, hedge or wall shall be erected on the Lot which shall give undue offense to Property Owners of adjoining Lots, which shall be unsightly in the opinion of the Board of Directors or which shall in any way interfere with vision of all streets so as to endanger the safety of pedestrians or drivers of vehicles. No shrubbery of any kind or height shall be planted within the Road right of way. No

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chain link or barbed wire fence of any kind shall be allowed to exist on a Lot without the Board of Director's consent.

Section 9.4. Burning. No Property Owner or Property Owner's guest, vendor, tenant or contractor shall burn any material, in the open or in a burn barrel, in Alpine Mountain. This policy does not include the use of barbecue grills.

Section 9.5. Hunting and Trapping. No hunting or trapping of animals or birds is permitted in Alpine Mountain.

Section 9.6. Liability for Damage to Roads or Common Property. A Property Owner is responsible for the repair of any damage done by a Property Owner, his/her guests, vendors, tenants or contractors to common property of the ASSOCIATION including the Roads. If repairs are not made within a reasonable time, the Board of Directors will arrange for the repairs and bill the Property Owner. If the bill is not paid within 90 days, such billing shall constitute a lien against the Property Owner's Property.

Section 9.7. Liability for Damage by the ASSOCIATION. If damage is inflicted on any Property Owner's property by an agent of the ASSOCIATION in the scope of the agent's activities as such agent, the ASSOCIATION shall be liable to repair such damage or to reimburse the Property Owner for the cost of repairing such damage.

ARTICLE 10 – HOUSE PLANS, MINIMUM SIZE OF RESIDENCES, SETBACKS, ETC.

Section 10.1. Minimum House Size. The minimum heated living space of any residence on any of the Lots shall be 1600 square feet. The only exception is for lots shown on plats recorded in Plat Book 42, at Page 35, and Plat Book 51, at Page 198, in the Office of the Register of Deeds for Buncombe County, N.C., and that certain 5 acre parcel joining the North Boundary Line of property belonging to Betty Foster, which shall be not less than 1200 square feet of heated living space.

Section 10.2. Submission of Building Plans. No residence, garage or other structure shall be erected, placed, or altered on the Lot without a valid, current building permit and until the plans and specifications therefore have been submitted to and approved in writing by the Board of Directors. All building permits must be kept current and must adhere to the laws and regulations of Buncombe County, North Carolina.

Section 10.3 Plans. Plans and specifications presented to the Board of Directors for approval shall have clearly legible drawings showing floor plans and elevations of the residence or garage and site plans showing the proposed location of all buildings on the Lot and the septic system and drain fields. The contractor or builder on any Lot is to keep the road in front of the Lot, and the Lot, free of rubbish, boards, cans and paper and provide a construction dumpster and a portable toilet. All exposed concrete block work must be veneered with brick or stone, or covered with stucco material, and reference to any such building requirements of the ASSOCIATION shall not be interpreted as limiting the power and authority of the Board of Directors to make other requirements concerning such plans and specifications.

Section 10.4. Approval of Plans. Upon receipt of the proposed plans and specifications, the ASSOCIATION will approve, reject or request additional information or clarification within a reasonable period of time.

Section 10.5. Vehicles. Recreational vehicles, travel trailers and boats will be allowed only if they are parked or stored not in view of a Road or other Property Owners. No vehicle shall be parked or stored outside unless it is in operable condition, licensed, and in regular use. No such vehicle, trailer or boat may be used as a residence temporarily or permanently. No cars, motorcycles, mopeds, ATV's or other vehicles will, be allowed on the Roads of the subdivision if the noise they generate in operation is at an objectionable level, as determined by the Board of Directors.

Section 10.6. Construction Time Limits. All grading and landscaping shall include provisions for protecting neighboring Properties against intrusion of silt and water run-off. All outside construction work, grading, landscaping and *clean up of unused material shall be completed* within 18 months from the date of beginning of construction or 36 months from the date of approval of plans and specifications given by the Board of Directors, whichever date occurs first. A variance may be applied for from the Board of Directors if construction is not completed within such applicable timeframe. The ASSOCIATION may charge a late fee, of not less than \$200 per month, set annually by the ASSOCIATION on Property Owners who go beyond the 18 months. The non-payment of a time-overrun fee within 90 days will be considered a violation subject to *the remedies described in Article 5 of these Replacement Restrictive Covenants.*

Section 10.7. Setback Lines. No building shall be located nearer than 35 feet from the front Lot line. Front Lot lines where there is an established Road extend to the middle of that Road, 10 feet from any side Lot lines and 15 feet from any rear Lot lines. Eaves and overhangs shall not be considered in determining compliance with these set back requirements.

Section 10.8. Easements. Easements 10 feet in width, and 35 feet from the front Lot line, are reserved around all Lot lines for installation and maintenance of utilities and drainage facilities. This easement extends into the shoulder and where possible to the middle of a Road. Neither the ASSOCIATION nor any utility company using the easement herein referred to shall be liable for any damage done by them to shrubbery, trees, or flowers, or to the property of the Property Owner situated on the land covered by said easement in the installation, maintenance or replacement of any such utilities or drainage facilities.

Section 10.9. Underground Utilities. The ASSOCIATION reserves the right to subject the land between the road right of way and the pertinent set back line to a contract with the electric utility company serving Alpine Mountain for the installation of underground electric cables which may require an *initial payment and/or a continuing monthly payment to such company by the applicable Property Owner.* This right shall also apply to the supplier of other utility services including (but not limited to) telephone and cable television hook-up.

Section 10.10. Tree Removal. Not more than half of the trees having a diameter of greater than six inches may be removed from any Lot for the purpose of construction.

Section 10.11. Approved Methods of Construction. Stick-built, log, brick, stone, pre-cut, modular and panelized construction methods are the only methods approved for homes built in Alpine Mountain. No mobile homes shall be allowed either temporarily or permanently on the Lot.

Section 10.12. Type of Homes. The only types of homes permitted in Alpine Mountain are single-family residences. The inclusion of a guest or relative apartment is permitted if approved by the Board of Directors. Duplexes, town houses, and multifamily dwellings are specifically prohibited.

Section 10.13. Other Structures. Detached garages and workshops may be constructed on a Lot. Provided, however, such buildings shall conform to the applicable construction rules, including approval by the Board of Directors.

Section 10.14. Driveway Drainage. Driveways shall be constructed in such a way as to minimize drainage that will damage roads and common areas. Proper ditches, ditch lining and culverts must be installed. Driveways that are found to be out of compliance with proper drainage must be corrected by the Property Owner. If the problem is not corrected within a reasonable time, the Board of Directors will arrange for the repairs and bill the Property Owner. If the bill is not paid within 90 days, such billing shall constitute a lien against the Property Owner's Property.

Article 11 – ASSESSMENTS

The ASSOCIATION assesses fees from all Property Owners to cover expenses as described in the Planned Community Act and as otherwise provided in the Documents. The ASSOCIATION has four types of Assessments, as described further below in this Article:

- Annual Assessment
- Road Maintenance Assessment
- Emergency Assessment
- Special Assessment

Such Assessments shall be used for the general purposes of promoting the health, safety, welfare, benefit and enjoyment of the Property Owners.

Section 11.1. Annual Assessment. The Board of Directors shall recommend to the Property Owners at the Annual Meeting the budget for the ensuing fiscal year with respect to anticipated expenses OTHER THAN anticipated expenses with respect to road maintenance. Following are such anticipated expenses to be included in the Annual Assessment: insurance, financial and legal services, office supplies and postage, utilities, taxes and miscellaneous expenses. As provided in the above-referenced Amendment to Restrictive Covenants, the Annual Assessment shall be equal for each Lot.

Section 11.2. Road Maintenance Assessment. The Board of Directors shall recommend to the Property Owners at the Annual Meeting the budget for the ensuing fiscal year with respect to anticipated expenses for the maintenance, repair and improvement of Roads and rights of way. As provided and defined in the above-referenced Amendment to Restrictive Covenants, the Road Maintenance Assessment shall be allocated by the Lower Neighborhood and by the Upper Neighborhood, and a separate fund will be created for each of the Lower Neighborhood and the Upper Neighborhood.

Section 11.3. Emergency Assessments. The Board of Directors shall declare an Emergency Assessment (such Emergency Assessment is a type of "Assessment" as defined above) when necessary to pay for a substantial, unexpected expense or emergency. Determination of the Emergency Assessment amount shall be allocated in the same manner as Assessments to which the emergency relates. Thus, emergency Road expenses shall be allocated according to the methodology for the Road Maintenance Assessment, and emergency expenses for the common areas or for other emergency purposes determined by the Board of Directors shall be allocated according to the methodology for the Annual Assessment. Property Owners will have 30 days to remit payment after which they will be delinquent.

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Section 11.4. Special Assessments. The Board Of Directors may require a Special Assessment (such Special Assessment is a type of “Assessment” as defined herein) of a Property Owner who wishes to commence construction on his/her Lot or to engage in construction with respect to an existing home. Special Assessments for new construction and for certain construction done on an existing home were authorized by a vote of Property Owners at the Annual Meeting of the ASSOCIATION in 2007, and the Board of Directors is charged with reviewing the amount annually.

Section 11.5. Due Date for Annual Assessment and Road Maintenance Assessment. The Annual Assessment and the Road Maintenance Assessment are due as of July 1 of each year. The ASSOCIATION will send an invoice to each Property Owner within 30 days following the date of the Annual Meeting. These Assessments cover the period from July 1 of the current year through June 30 of the following year

Section 11.6. Liability for Payment of Assessments. Each Property Owner shall pay the applicable Assessments and is personally liable for all such Assessments, interest and costs of collections, including, but not limited to, reasonable attorneys’ fees actually incurred.

Section 11.7. No Waiver of Assessments. No Property Owner may exempt himself or herself from liability for payment of the applicable Assessments by waiver of the use or enjoyment of the common Property or by abandonment of his or her Lot against which the applicable Assessments are made.

Section 11.8. Joint and Several Liability for Assessments. (Note: for purposes of Section 11.8, the term “seller” represents either the *seller* or the *grantor* and the term “buyer” represents either the *buyer* or the *grantee*.)

When applicable Assessments have not been paid on a Lot that is being sold or transferred, the buyer of the Lot shall be jointly and severally liable with the seller for all unpaid Assessments and related costs and penalties. The buyer retains the right without prejudice to recover from the seller any amounts paid by the buyer.

Section 11.9. Payment of Assessments for Ownership of a Lot for a Period of Less than One Year. (Note: for purposes of Section 11.9., the term “seller” represents either the *seller* or the *grantor* and the term “buyer” represents either the *buyer* or the *grantee*.)

- a) When applicable Assessments have been paid on a Lot that is being sold or transferred, the buyer and the seller are responsible for settlement of paid Assessments.
- b) In a case where a Property Owner sells (or otherwise transfers) his or her contiguous Lot or divides and sells a larger Lot into two or more smaller Lots, a newly assessable Lot is created upon closing. The ASSOCIATION shall invoice the new Property Owner for a monthly, prorated portion of the applicable Assessments (from one-twelfth to twelve- twelfths, to the nearest half month).

Section 11.10. Collection of Assessments. Each Property Owner is responsible for payment of the applicable Assessment within 30 days following, (i) the date of the Annual Meeting *regardless of notification* by the Board of Directors, with respect to the Annual Assessment and the Road Maintenance Assessment and (ii) the notification date of an Emergency Assessment or a Special Assessment. Such applicable date shall be considered the “due date” for the particular Assessment. Partial or time-payment plans are permitted by the ASSOCIATION upon approval by Board of Directors. The Property Owner’s canceled check is the receipt for the applicable Assessment. A check returned to the ASSOCIATION for insufficient funds will be charged a fee,

to be set by the Board of Directors, up to the maximum allowed by the law of the State of North Carolina.

Section 11.11. Delinquent Assessments. A Property Owner is given a penalty-free period of 60 days following the due date to pay the applicable Assessment in full. A Property Owner remitting such Assessments that are *received* after such 60-day period must add a late charge of five percent of the outstanding Assessment to the payment. If the late charge is not included, the Property Owner will remain liable for the unpaid late charge. If a Property Owner has not paid the applicable Assessments and fees in full within 90 days following the due date, the Board of Directors may contract its attorney to file a claim of lien with the General Court of Justice, Superior Court Division of Buncombe County, against the Property Owner. The claim of lien will include unpaid Assessments, late charges and interest, plus reasonable attorneys' fees and all costs of collection. At the discretion of the Board of Directors, the ASSOCIATION may choose to file a claim of lien in lieu of having its attorney file it. The ASSOCIATION shall charge a reasonable fee for the expense of filing such a lien. As to specific policies and procedures regarding liens, the ASSOCIATION shall follow the Planned Community Act. A judgment, decree or order in any action brought under this section shall include costs and reasonable attorneys' fees for the prevailing party. The ASSOCIATION shall have the discretion to initiate a claim of lien on the Lot of a delinquent Property Owner after such 90-day period, if:

- 1) the Lot is advertised for sale,
- 2) the Lot is listed for sale with a Realtor or,
- 3) the ASSOCIATION has a reasonable belief that the Lot may be transferred to another owner.

In addition to lien rights described in this Article and the Planned Community Act, the ASSOCIATION has the right to bring a separate collection action to enforce the personal liability of Property Owners to pay applicable Assessments. In accordance with the Planned Community Act, the ASSOCIATION hereby establishes that any unpaid Assessments, fees or late charge shall bear interest at 18 percent per annum. The late payment interest of 18 percent per annum (computed at 1-1/2 % per month) will be calculated starting on the due date and charged each year against the Property Owner's unpaid balance after the expiration of the period of 60 days from the due date. If a Property Owner has not paid the applicable Assessments and all related charges after the expiration of the period of 90 days from the due date, the ASSOCIATION may contract for its attorney to initiate a lawsuit to collect all unpaid amounts. A delinquent Property Owner may submit a written petition to the Board of Directors for an extension to avoid the filing of a lawsuit. The delinquent Property Owner should present good and extraordinary reason(s) for the extension. The petition must be received not later than the expiration of the period of 90 days from the due date.

A Property Owner who is delinquent in payment of Assessments shall have suspended his/her right to vote as well as other privileges determined by the Board of Directors. The Board of Directors has the discretionary power regarding collection of delinquent Assessments to alter the policy as to dates, time periods, percentages and amounts as required by any unforeseen future situation. Such alteration shall comply with the Planned Community Act. Alterations to the policy shall apply equally to all Property Owners.

Section 11.12. Status of Assessments. The Association shall, upon written request by a member in good standing, provide a statement of account, setting forth the Assessment status of any Property Owner.

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Section 11.13. Surplus Funds. Any surplus funds of the ASSOCIATION remaining after payment of, or provision for, expenses shall be retained in the particular operating account or the contingency or reserve account in the sole discretion of the Board of Directors, except that with respect to the Road Maintenance Assessment, an Emergency Assessment or a Special Assessment, such surplus funds shall be allocated according to the applicable Lower Neighborhood or Upper Neighborhood. No such surplus funds shall be paid to Property Owners nor shall such surplus necessarily be used as a credit to reduce future Assessments.

ARTICLE 12 – ASSOCIATION MEMBERSHIP

All Property Owners of Lots within Alpine Mountain shall automatically become irrevocable members of the ASSOCIATION and shall be liable for Assessments as may be assessed. The Assessments shall be levied, collected and enjoy the same lien rights as granted under the Planned Community Act or other applicable statutes, as presently enacted or later amended.

Section 12.1. Privileges of Membership. Each Property Owner is allocated one vote per Assessment paid. In order to be eligible to vote, the payment of all Assessments for such Lot must be up-to-date.

Section 12.2. Responsibilities of Membership. Property Owners shall comply with the provisions of these Replacement Restrictive Covenants and shall pay Assessments as set by the Board of Directors.

ARTICLE 13 – AMENDING THE RESTRICTIVE COVENANTS

These Replacement Restrictive Covenants may be amended only by a signed affirmative vote by Property Owners to which at least 67 percent of the votes of are allocated. One vote is allocated to each Property Owner of a Lot for each Assessment paid.

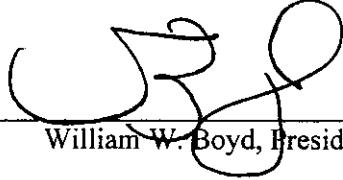
Section 13.1. Amendment Proposal Procedure. By a majority vote, the Board of Directors may propose an amendment and put it before the membership for a vote. A Property Owner in good standing may also propose in writing to the Board of Directors an amendment that is signed by qualified Property Owners to which at least 10 percent of the vote in the ASSOCIATION is allocated. By a majority vote, the Board of Directors shall put before the membership for a vote on a member-proposed amendment. If the Board of Directors rejects the member-proposed amendment, the Property Owner may resubmit the amendment signed by qualified Property Owners to which at least 25 percent of the votes in the ASSOCIATION are allocated. Such a resubmitted amendment shall be put before the membership for a vote.

Section 13.2. Voting For an Amendment. Voting for amendments shall be by paper ballots, mailed or otherwise properly delivered to all qualified Property Owners. A Property Owner shall vote “YES” or “NO,” sign and date the ballot and return it to the Board of Directors as directed. A facsimile transmission is acceptable but an emailed ballot is not acceptable. The Board of Directors will set a time limit for receiving all ballots, will count the ballots and announce the decision at the next regularly scheduled ASSOCIATION meeting after the ballots have been received.

ARTICLE 14 – TERMINATION

Termination of Alpine Mountain as a planned community shall be accomplished only in accordance with the provisions of the Planned Community Act.

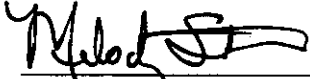
Alpine Mountain Homeowners Association, Inc.

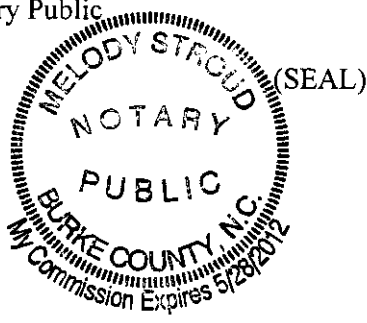
By: 
William W. Boyd, President

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Melody Stroud, a Notary Public of Burke County, North Carolina, do hereby certify that William W. Boyd personally appeared before me and acknowledged that he is President of Alpine Mountain Homeowners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was voluntarily signed in its name by him as its President for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 1st day of December, 2008.

, Notary Public
Melody Stroud
My Commission Expires: May 28, 2012



Entrust Carolinas, LLC
Trustee FBO Barry Weinhold IRA Account 000204

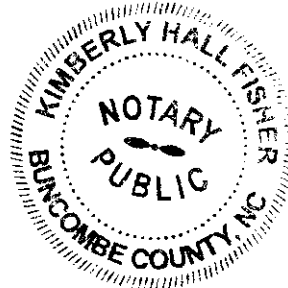
By: Barry K. Weinhold

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

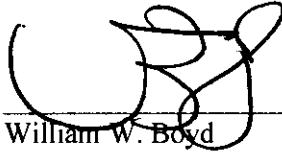
I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Barry K. Weinhold appeared before me this day and acknowledged that s/he is the Trustee of Entrust Carolinas, LLC a (state) North Carolina Limited Liability Company and further acknowledged the due execution of this instrument on behalf of the company and as Trustee FBO Barry Weinhold IRA Account 000204 and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 7th day of August 2008.

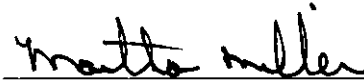
Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)



William W. Boyd

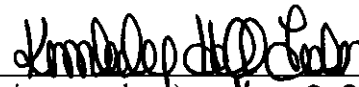


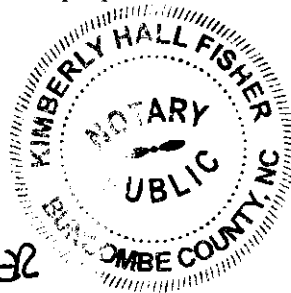
Martha Miller

STATE OF NORTH CAROLINA
COUNTY OF Burcombe

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, William W. Boyd, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15th day of July 2008.


(type or print name here) Kimberly Hall Fisher, Notary Public
My Commission Expires: May 6, 2009

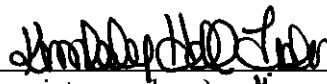


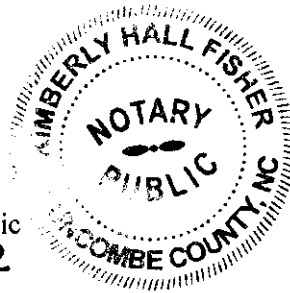
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Burcombe

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Martha Miller, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15th day of July 2008.


(type or print name here) Kimberly Hall Fisher, Notary Public
My Commission Expires: May 6, 2009



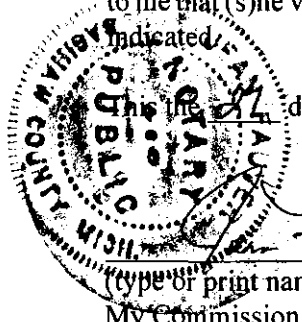
(SEAL)

Karen A. Brooks
Karen Brooks

STATE OF Michigan
COUNTY OF Saginaw "Acting for Midland"

I, Jean Favner, a Notary Public for State and County aforesaid, certify that the following person, Karen Brooks, appeared before me this day and I have a personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 21 day of July 2008.



Jean Favner, Notary Public
(type or print name here) JEAN FAVNER
My Commission Expires: May 27, 2012

(SEAL)

Ronald Laitres
Ronald Laitres

STATE OF Michigan
COUNTY OF Saginaw "Noting de Midland"

I, Jean Faver, a Notary Public for State and County aforesaid, certify that the following person, Ronald Laitres, appeared before me this day and I have a personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 27 day of July 2008.



Jean Faver, Notary Public
(Type or print name here) JEAN FAVIER
My Commission Expires: May 27, 2012

(SEAL)

Michael H. Carrier
Michael H. Carrier

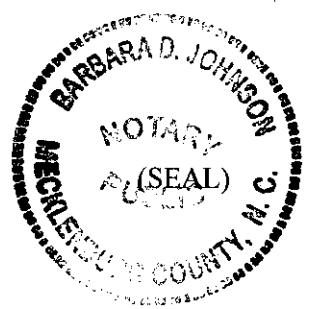
Juanita W. Carrier
Juanita W. Carrier

STATE OF NORTH CAROLINA
COUNTY OF ~~BUNCOMBE~~ MECKLENBURG

I, Barbara D. Johnson, a Notary Public for State and County aforesaid, certify that the following person, Michael H. Carrier, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Barbara D. Johnson, Notary Public
(type or print name here) Barbara D. Johnson
My Commission Expires: 11/6/08

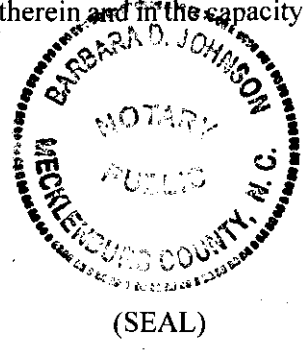


STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Barbara D. Johnson, a Notary Public for State and County aforesaid, certify that the following person, Juanita W. Carrier, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Barbara D. Johnson, Notary Public
(type or print name here) Barbara D. Johnson
My Commission Expires: 11/6/08



CHESTNUT RIDGE, LLC

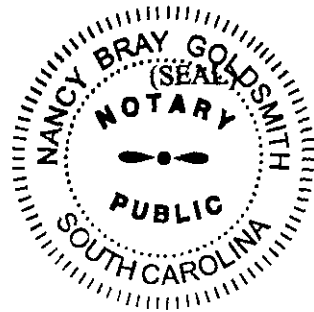
Miles M. Adair
MILES M. ADAIR, Member/Manager

STATE OF ~~NORTH~~ ^{SOUTH} CAROLINA
COUNTY OF PICKENS

I, Nancy Bray Goldsmith, a Notary Public of said State and County, do hereby certify that Miles M. Adair personally appeared before me and acknowledged that s/he is Member/Manager of Chestnut Ridge, LLC., a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was voluntarily signed in its name by him/her as its Member/Manager for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 13th day of August, 2008.

Nancy Bray Goldsmith, Notary Public
(type or print name here) Nancy Bray Goldsmith
My Commission Expires: 11/29/2015



Gregory Teague Clark
Gregory Teague Clark

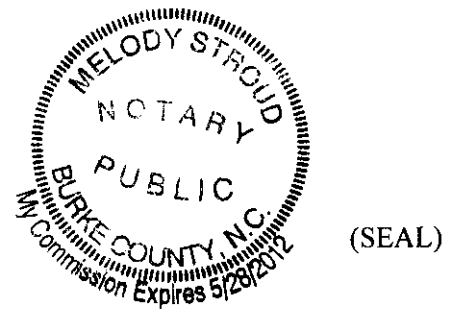
Lena Clark
Lena Clark

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Melody Stroud, a Notary Public for Burke County, North Carolina, certify that the following person, Gregory Teague Clark, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Drivers License or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 28th day of August, 2008.

Melody Stroud, Notary Public
Melody Stroud
My Commission Expires: May 28, 2012

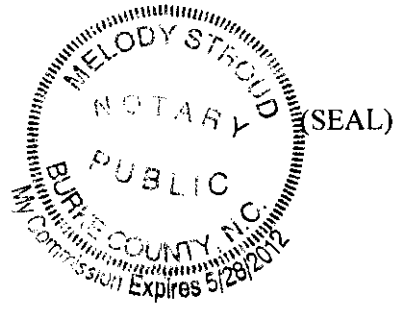


STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

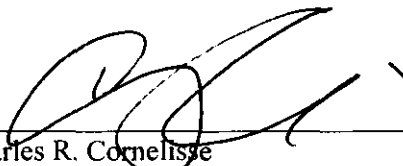
I, Melody Stroud, a Notary Public for Burke County, North Carolina, certify that the following person, Lena Clark, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Drivers License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 28th day of August, 2008.


Melody Stroud, Notary Public
Melody Stroud
My Commission Expires: May 28, 2012



21



Charles R. Cornelisse

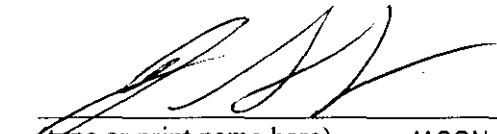


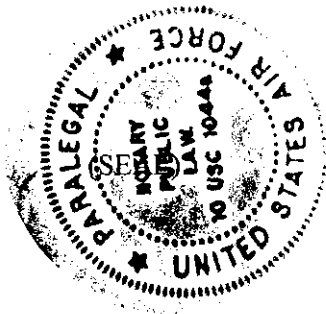
Sheryl L. Cornelisse

STATE OF Texas
COUNTY OF Bexar

I, JASON L. LEIGHTON, a Notary Public for State and County aforesaid, certify that the following person, Charles R. Cornelisse, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a military ID card; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 1st day of August 2008.

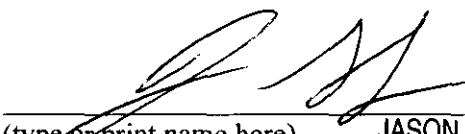

_____, Notary Public
(type or print name here) JASON L. LEIGHTON
My Commission Expires: N/A title 10 USC

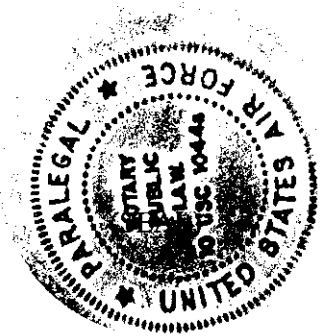


STATE OF Texas
COUNTY OF Bexar

I, JASON L. LEIGHTON, a Notary Public for State and County aforesaid, certify that the following person, Sheryl L. Cornelisse, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a military ID card; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 1st day of August 2008.


_____, Notary Public
(type or print name here) JASON L. LEIGHTON
My Commission Expires: N/A title 10 USC



Randy J. Cunningham
Randy J. Cunningham

Shirley J. Cunningham
Shirley J. Cunningham

STATE OF Minnesota
COUNTY OF Dakota

I, Dominique Lockett, a Notary Public for State and County aforesaid, certify that the following person, Randy J. Cunningham, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a mn Drivers license or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 13th day of August 2008.

~~Dominique Lockett~~, Notary Public
(type or print name here) Dominique Lockett
My Commission Expires: 1-31-2011



STATE OF Minnesota
COUNTY OF Dakota

I, Dominique Lockett, a Notary Public for State and County aforesaid, certify that the following person, Shirley J. Cunningham, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a mn Drivers license or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15th day of August 2008.

~~Dominique Lockett~~, Notary Public
(type or print name here) Dominique Lockett
My Commission Expires: 1-31-2011



Paris E. Eldridge
Paris E. Eldridge

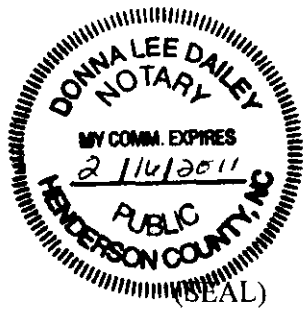
Mary Anne Eldridge
Mary Anne Eldridge

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, DONNA LEE DAILEY, a Notary Public for State and County aforesaid, certify that the following person, Paris E. Eldridge, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVERS LINCENSE; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 14 day of July 2008.

DONNA LEE DAILEY, Notary Public
(type or print name here) Donna Lee Dailey
My Commission Expires: 2-16-2011

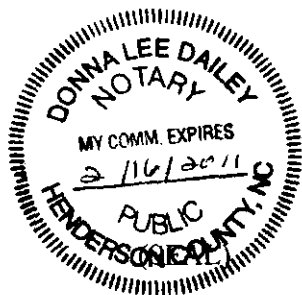


STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, DONNA LEE DAILEY, a Notary Public for State and County aforesaid, certify that the following person, Mary Anne Eldridge, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVERS LICENSE; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 14 day of July 2008.

Donna Lee Dailey, Notary Public
(type or print name here) DONNA LEE DAILEY
My Commission Expires: 2-16-2011



David C Galbreath
David C. Galbreath

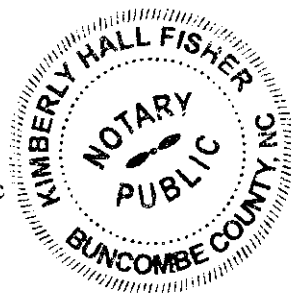
Geraldine E Galbreath
Geraldine E. Galbreath

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, David C. Galbreath, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



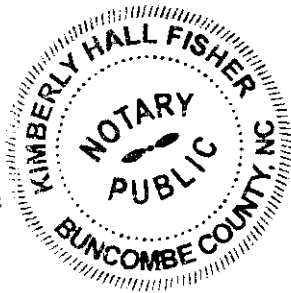
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Geraldine E. Galbreath, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)

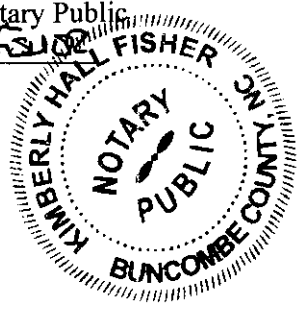
William B Gardner
William B. Gardner

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, K. Marshall Fisher, a Notary Public for State and County aforesaid, certify that the following person, William B. Gardner, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 14th day of July 2008.

K. Marshall Fisher, Notary Public
(type or print name here) K. Marshall Fisher
My Commission Expires: May 6, 2009



(SEAL)

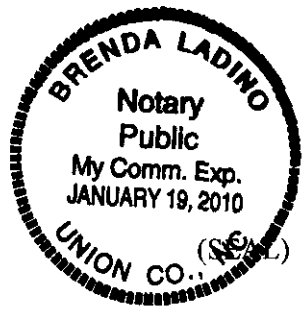
Gilberto Gomez-Alvarez
Gilberto Gomez-Alvarez

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Brenda Ladino, a Notary Public for State and County aforesaid, certify that the following person, Gilberto Gomez-Alvarez, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 18th day of July 2008.

Brenda Ladino, Notary Public
(type or print name here) Brenda Ladino
My Commission Expires: January 19, 2010



Lester C. Harter
Lester C. Harter

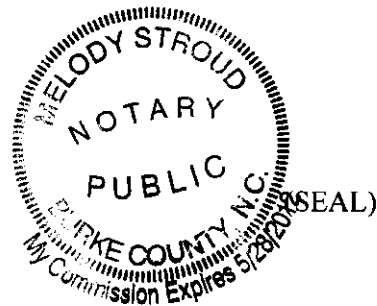
Suzanne F. Harter
Suzanne F. Harter

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Melody Stroud, a Notary Public for Burke County, North Carolina, certify that the following person, Lester C. Harter, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 25th day of August, 2008.

Melody Stroud, Notary Public
Melody Stroud
My Commission Expires: May 28, 2012

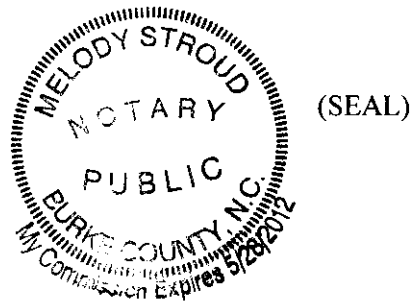


STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Melody Stroud, a Notary Public for Burke County, North Carolina, certify that the following person, Suzanne F. Harter, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 25th day of August, 2008.

Melody Stroud, Notary Public
Melody Stroud
My Commission Expires: May 28, 2012



Steve Haun
Steve Haun

Anne Haun C. Squices
Anne Haun C. Squices

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, JOSHUA D. TALLENT, a Notary Public for State and County aforesaid, certify that the following person, Steve Haun, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCID 4094193; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 13th day of July 2008.

Joshua D. Tallent, Notary Public
(type or print name here) JOSHUA D. TALLENT
My Commission Expires: Nov 6, 2010



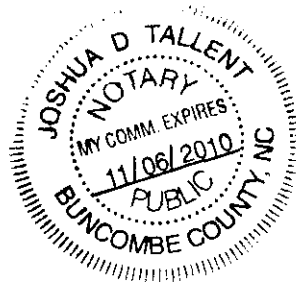
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, JOSHUA D. TALLENT, a Notary Public for State and County aforesaid, certify that the following person, Anne Haun, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCID 6444429; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 13th day of July 2008.

Joshua D. Tallent, Notary Public
(type or print name here) JOSHUA D. TALLENT
My Commission Expires: Nov 6, 2010



(SEAL)

Roger R. Hill
Roger R. Hill

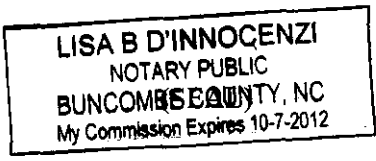
Shelli Hill
Shelli Hill

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Lisa B. D'Innocenzi, a Notary Public for State and County aforesaid, certify that the following person, Roger R. Hill, appeared before me this day and I have (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 18th day of July 2008.

Lisa B. D'Innocenzi, Notary Public
(type or print name here) Lisa B. D'Innocenzi
My Commission Expires: 10-7-2012

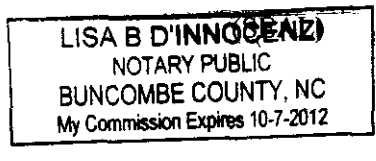


STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Lisa B. D'Innocenzi, a Notary Public for State and County aforesaid, certify that the following person, Shelli E. Hill, appeared before me this day and I have (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 18th day of July 2008.

Lisa B. D'Innocenzi, Notary Public
(type or print name here) Lisa B. D'Innocenzi
My Commission Expires: 10-7-2012



Scott Hinkle
Scott Hinkle

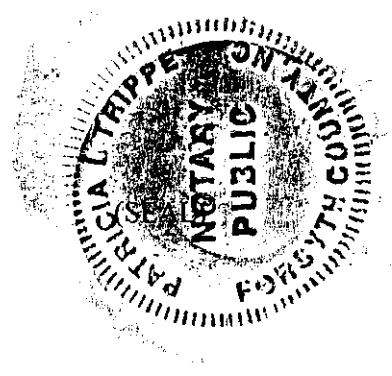
Katherine Cross
Katherine Cross

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, PATRICIA L. TRIPPE, a Notary Public for State and County aforesaid, certify that the following person, Scott Hinkle, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Drivers Lic, or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July 2008.

Patricia L. Trippe, Notary Public
(type or print name here) PATRICIA L. TRIPPE
My Commission Expires: 02-25-2012

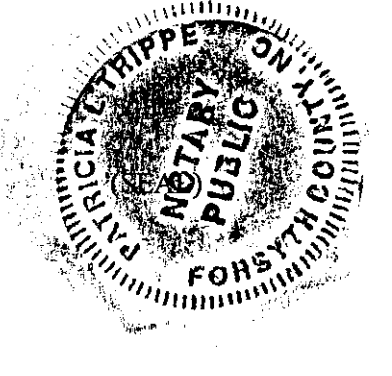


STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, PATRICIA L. TRIPPE, a Notary Public for State and County aforesaid, certify that the following person, Katherine Cross, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Drivers Lic, or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July 2008.

Patricia L. Trippe, Notary Public
(type or print name here) PATRICIA L. TRIPPE
My Commission Expires: 02-25-2012



31

Dung My Ho
Dung My Ho

QUANG TRAN
Quang Tran

STATE OF CALIFORNIA
COUNTY OF Santa Clara

I, Mimi Hoang Nguyen, a Notary Public for State and County aforesaid, certify that the following person, Dung My Ho, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a ID card; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15 day of July 2008.

Mimi Hoang Nguyen, Notary Public
(type or print name here) Mimi Nguyen
My Commission Expires: Nov 22, 2008



(SEAL)

STATE OF CALIFORNIA
COUNTY OF Santa Clara

I, Mimi Hoang Nguyen, a Notary Public for State and County aforesaid, certify that the following person, Quang Tran, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15 day of July 2008.

Mimi Hoang Nguyen, Notary Public
(type or print name here) Mimi Nguyen
My Commission Expires: Nov 22, 2008



(SEAL)

Bruce E. Holbrook
Bruce E. Holbrook

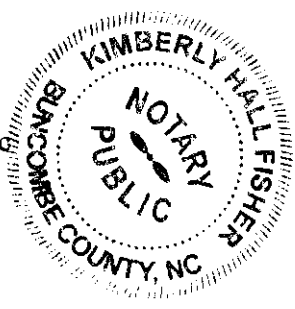
Sarah F. Gross-Holbrook
Sarah F. Gross-Holbrook

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Bruce E. Holbrook, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVERS LICENSE; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 20th day of August, 2008.

Kimberly Hall Fisher, Notary Public
Kimberly Hall Fisher



(SEAL)

My Commission Expires: May 6, 2009

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Sarah F. Gross-Holbrook, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVERS LICENSE; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 20th day of August, 2008.

Kimberly Hall Fisher, Notary Public
Kimberly Hall Fisher



(SEAL)

My Commission Expires: May 6, 2009

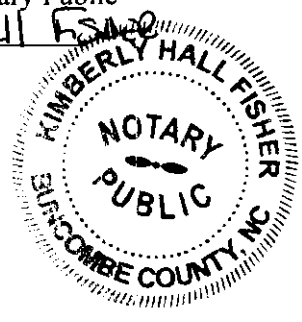
Allen Hope
Allen Hope

STATE OF NORTH CAROLINA
COUNTY OF BUXAMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Allen Hope, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVER'S LICENSE; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 11th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May, 2009



(SEAL)

Jerelene V. Howell
Jerelene V. Howell

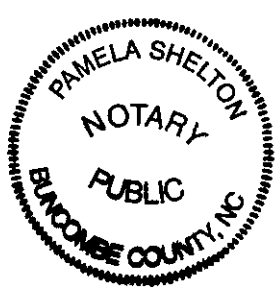
STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Pamela Shelton, a Notary Public for State and County aforesaid, certify that the following person, Jerelene V. Howell, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 14 day of July 2008.

Pamela Shelton, Notary Public
(type or print name here) Pamela Shelton
My Commission Expires: _____

My Commission Expires 5-25-2013



(SEAL)

D. Kolilis

Duane D. Kolilis

Marlene B Tynan

Marlene B. Tynan

STATE OF Oregon
COUNTY OF Washington

I, Ashley Bennett, a Notary Public for State and County aforesaid, certify that the following person, Duane Kolilis, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Oregon Drivers license; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 9th day of August 2008.

Ashley Bennett, Notary Public
(type or print name here) Ashley Bennett
My Commission Expires: Nov 6, 2010



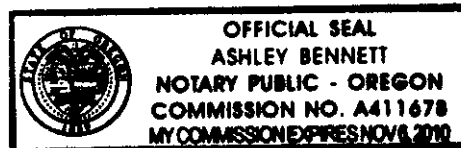
(SEAL)

STATE OF Oregon
COUNTY OF Washington

I, Ashley Bennett, a Notary Public for State and County aforesaid, certify that the following person, Marlene B. Tynan, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Oregon Drivers license; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 9th day of August 2008.

Ashley Bennett, Notary Public
(type or print name here) Ashley Bennett
My Commission Expires: Nov 6 2010



(SEAL)

Longview Land Co., LLC

By: [Signature]

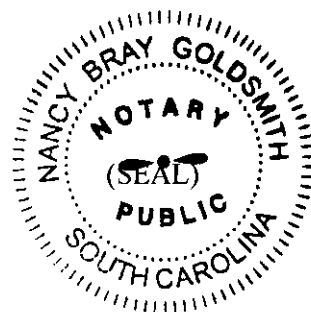
Member/Manager

STATE OF SOUTH CAROLINA
COUNTY OF Pickens

I, Nancy Bray Goldsmith, a Notary Public of said State and County, do hereby certify that James B. Anthony personally appeared before me and acknowledged that s/he is Member/Manager of Longview Land Co., LLC, a South Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was voluntarily signed in its name by him as its Member/Manager for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 15th day of July, 2008.

Nancy Bray Goldsmith, Notary Public
(type or print name here) Nancy Bray Goldsmith
My Commission Expires: 11/29/2015



Kathleen E. McIntyre
Kathleen E. McIntyre

Gregory E. McIntyre
Gregory E. McIntyre

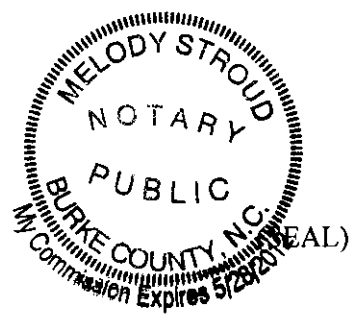
STATE OF NORTH CAROLINA
COUNTY OF Burcombe

Burke County, NC

I, Melody Stroud, a Notary Public for ~~State and County~~ aforesaid, certify that the following person, Kathleen E. McIntyre, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Melody Stroud, Notary Public
(type or print name here) Melody Stroud
My Commission Expires: 5-28-2012

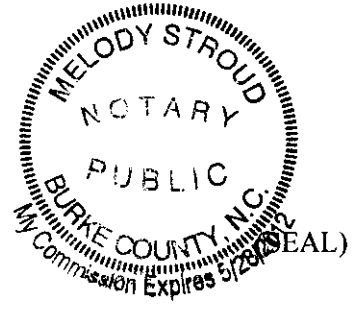


STATE OF NORTH CAROLINA
COUNTY OF Burcombe

I, Melody Stroud, a Notary Public for State and County aforesaid, certify that the following person, Gregory E. McIntyre, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Melody Stroud, Notary Public
(type or print name here) Melody Stroud
My Commission Expires: 5-28-2012



Alan W. Moore
Alan Moore

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

I, Jeffrey H. Washington, a Notary Public for State and County aforesaid, certify that the following person, Alan Moore, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a SC DL; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 18 day of July 2008.

JEFFREY H. WASHINGTON
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 06-12-2018

Jeffrey H. Washington, Notary Public
(type or print name here) Jeffrey H. Washington
My Commission Expires: 6-12-18

(SEAL)



Rudolf E. Morrow
Rudolf E. Morrow

Carol B. Morrow
Carol B. Morrow

STATE OF NORTH CAROLINA
COUNTY OF Haywood

I, Diann H. Ferguson, a Notary Public for State and County aforesaid, certify that the following person, Rudolf E. Morrow, appeared before me this day and I have: (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15 day of July 2008.

Diann H. Ferguson, Notary Public
(type or print name here) Diann H. Ferguson
My Commission Expires: 4-25-09

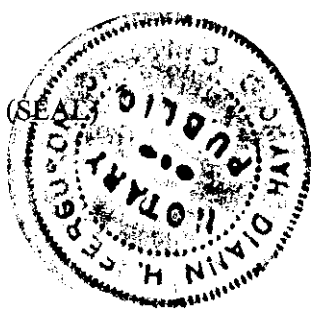


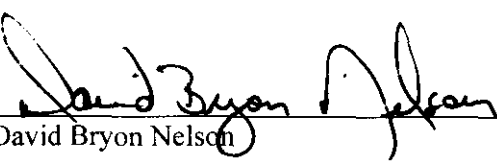
STATE OF NORTH CAROLINA
COUNTY OF Haywood

I, Diann H. Ferguson, a Notary Public for State and County aforesaid, certify that the following person, Carol B. Morrow, appeared before me this day and I have: (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15 day of July 2008.

Diann H. Ferguson, Notary Public
(type or print name here) Diann H. Ferguson
My Commission Expires: 4-25-09

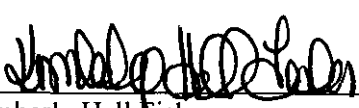


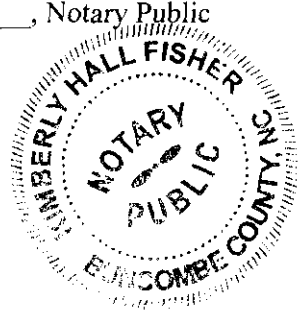

David Bryon Nelson

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, David Bryon Nelson, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Dwell Lease; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 12th day of August, 2008.


_____, Notary Public
Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)

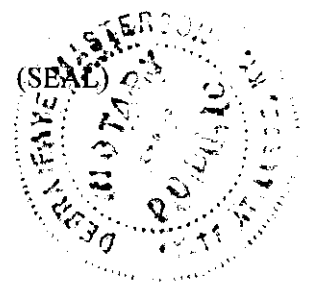
John Parsley
John Parsley

STATE OF KENTUCKY
COUNTY OF Hardin

I, Debra Faye Masterson, a Notary Public for State and County aforesaid, certify that the following person, John Parsley, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Military ID; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Debra Faye Masterson, Notary Public
(type or print name here) Debra Faye Masterson
My Commission Expires: Oct 13, 2011



John Parsley
John Parsley

STATE OF KENTUCKY
COUNTY OF Hardin

I, Debra Faye Masterson, a Notary Public for State and County aforesaid, certify that the following person, John Parsley, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Military ID; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Debra Faye Masterson, Notary Public
(type or print name here) Debra Faye Masterson
My Commission Expires: Oct 13, 2011



(DECEASED)
Chester H. Prentice

Jewell G. Prentice
Jewell G. Prentice

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public for State and County aforesaid, certify that the following person, Chester H. Prentice, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the _____ day of _____ 2008.

_____, Notary Public
(type or print name here) _____
My Commission Expires: _____

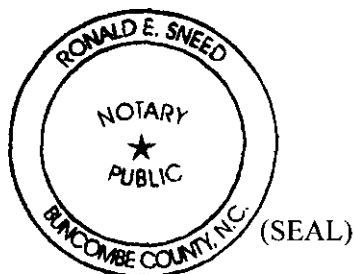
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, RONALD E SNEED, a Notary Public for State and County aforesaid, certify that the following person, Jewell G. Prentice, appeared before me this day and I have: a) personal knowledge of the identity of the principal or ~~b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal;~~ acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 18 day of JULY 2008.

Ronald E Sneed, Notary Public
(type or print name here) RONALD E SNEED
My Commission Expires: 10/25/2012



Alexander J. Prince
Alexander J. Prince

STATE OF GEORGIA
COUNTY OF Fulton

I, Kimberly Ann Wheelock, a Notary Public for State and County aforesaid, certify that the following person, Alexander J. Prince, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a GA DL; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 29th day of July 2008.

Kimberly Ann Wheelock, Notary Public
(type or print name here) Kimberly Ann Wheelock
My Commission Expires: _____

(SEAL)
KIMBERLY ANN WHEELOCK
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires Aug. 1, 2010

45

Charles D. Sandlin
Charles D. Sandlin

Brenda Y. Sandlin
Brenda Y. Sandlin

STATE OF GEORGIA
COUNTY OF WHITFIELD

I, JUDY GORDON, a Notary Public for State and County aforesaid, certify that the following person, Charles D. Sandlin, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a GA DRIVERS LICENSE or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 19th day of JULY 2008.

Judy Gordon, Notary Public
(type or print name here) JUDY GORDON
My Commission Expires: JUDY GORDON
Notary Public-Whitfield County, Georgia
My Commission Expires November 17, 2008

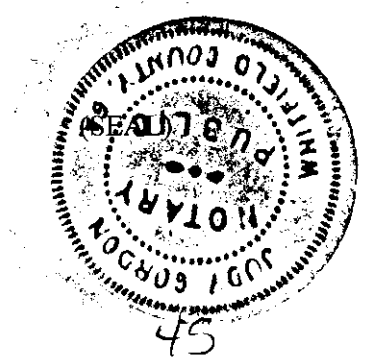


STATE OF GEORGIA
COUNTY OF WHITFIELD

I, JUDY GORDON, a Notary Public for State and County aforesaid, certify that the following person, Brenda Y. Sandlin, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a GA DRIVERS LICENSE or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 19th day of JULY 2008.

Judy Gordon, Notary Public
(type or print name here) JUDY GORDON
My Commission Expires: _____
JUDY GORDON
Notary Public-Whitfield County, Georgia
My Commission Expires November 17, 2008



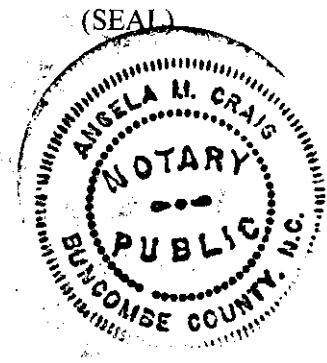
Barbara Ann Scott
Barbara Ann Scott

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Angela M. Craig, a Notary Public for State and County aforesaid, certify that the following person, Barbara Ann Scott, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a photo ID - NC; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 02 day of July 2008.

Angela M. Craig, Notary Public
(type or print name here) Angela M. Craig
My Commission Expires: June 7, 2009



Jeremiah A. Smith

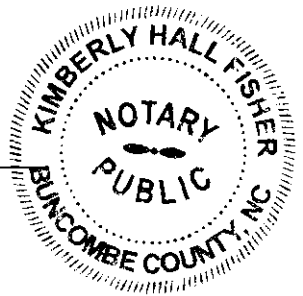
Maria Wexler Smith

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Jeremiah A. Smith, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July, 2008.

Kimberly Hall Fisher, Notary Public
My Commission Expires: May 6, 2009



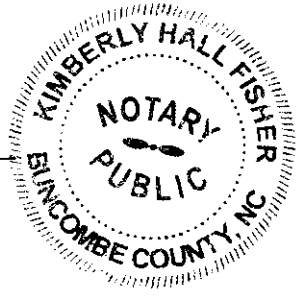
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Maria Wexler Smith, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16th day of July, 2008.

Kimberly Hall Fisher, Notary Public
My Commission Expires: May 6, 2009



(SEAL)

Martin T. Stickle

Martin T. Stickle

Barbara C. Stickle

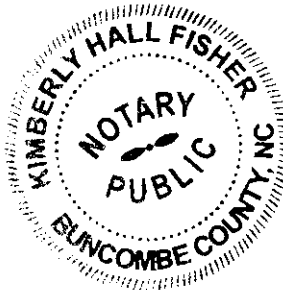
Barbara C. Stickle

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Martin T. Stickle, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



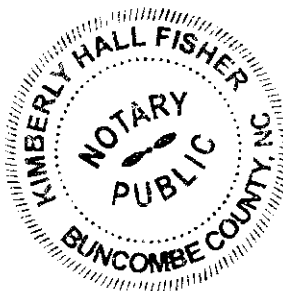
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Barbara C. Stickle, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 17th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)

Cheri Gay Surloff Trust under Indenture of Trust
DTD 7/15/98

Cheri Gay Surloff
Cheri Gay Surloff, Trustee


STATE OF FLORIDA
COUNTY OF St. Johns

I, David E. Reiser, a Notary Public for State and County aforesaid, certify that the following person, Cheri Gay Surloff as Trustee of the Cheri Gay Surloff Trust under Indenture of Trust dated 7/15/98, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15 day of August 2008.

David E. Reiser, Notary Public
(type or print name here)
My Commission Expires: _____

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 David E. Reiser
Commission # DD544197
Expires: JUNE 05, 2010
Bonded Thru Atlantic Bonding Co., Inc

Mark N. Tokay
Mark N. Tokay

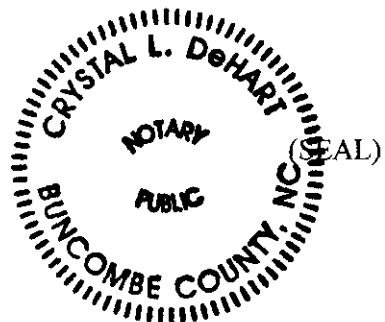
Edna P. Tokay
Edna P. Tokay

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Crystal L. DeHart, a Notary Public for State and County aforesaid, certify that the following person, Mark N. Tokay, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers license; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Crystal L. DeHart, Notary Public
(type or print name here) Crystal L. DeHart
My Commission Expires: January 27, 2013

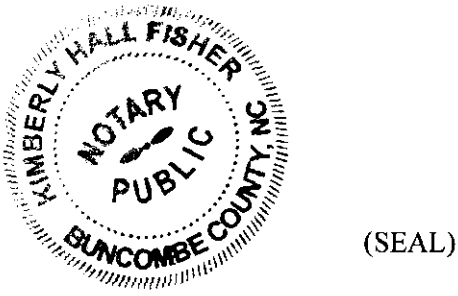


STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Edna P. Tokay, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



Paul Varner
Paul Varner

Susan I. Varner
Susan I. Varner

STATE OF FLORIDA
COUNTY OF DUVAL

I, DOROTHY G. ELLIS, a Notary Public for State and County aforesaid, certify that the following person, Paul Varner, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVER'S LICENSE or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23 day of AUGUST 2008.

Dorothy G. Ellis, Notary Public
(type or print name here) DOROTHY G. ELLIS
My Commission Expires: 12-27-2010



DOROTHY G. ELLIS
Notary Public, State of Florida
My Comm. Expires Dec. 27, 2010
Comm. No. DD 591561

(SEAL)

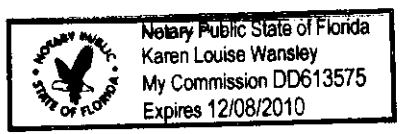
STATE OF FLORIDA
COUNTY OF Duval

I, Karen Louise Wansley, a Notary Public for State and County aforesaid, certify that the following person, Susan I. Varner, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 24th day of July 2008.

Karen Louise Wansley, Notary Public
(type or print name here) Karen Louise Wansley
My Commission Expires: _____

(SEAL)



James A. Wade
James A. Wade

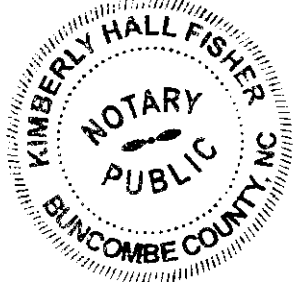
Susan J. Wade
Susan J. Wade

STATE OF North Carolina
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, James A. Wade, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



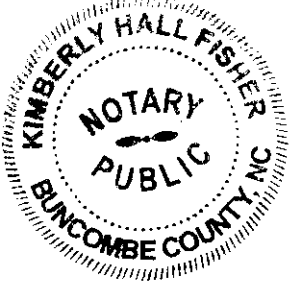
(SEAL)

STATE OF North Carolina
COUNTY OF BUNCOMBE

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Susan J. Wade, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 23rd day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)

Timothy D. Wagner
Timothy D. Wagner

Carmen Wagner
Carmen Wagner

STATE OF FLORIDA
COUNTY OF BROWARD

I, JEAN COCKSHUTT, a Notary Public for State and County aforesaid, certify that the following person, Timothy D. Wagner, appeared before me this day and I have: (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16 day of July 2008.

JEAN COCKSHUTT, Notary Public
(type or print name here) _____
My Commission Expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Jean H. Cockshutt
Commission # DD596218
Expires: SEP 19, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

I, JEAN COCKSHUTT, a Notary Public for State and County aforesaid, certify that the following person, Carmen Wagner, appeared before me this day and I have: (a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 16 day of July 2008.

JEAN COCKSHUTT, Notary Public
(type or print name here) _____
My Commission Expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Jean H. Cockshutt
Commission # DD596218
Expires: SEP 19, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

Barry K. Weinhold
Barry K. Weinhold

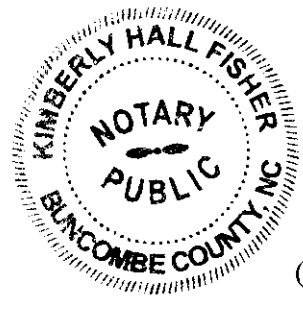
Janae B. Weinhold
Janae B. Weinhold

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Barry K. Weinhold, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



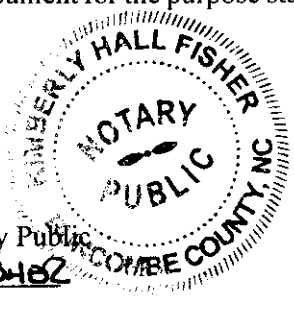
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Kimberly Hall Fisher, a Notary Public for State and County aforesaid, certify that the following person, Janae B. Weinhold, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver License; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 15th day of July 2008.

Kimberly Hall Fisher, Notary Public
(type or print name here) Kimberly Hall Fisher
My Commission Expires: May 6, 2009



(SEAL)

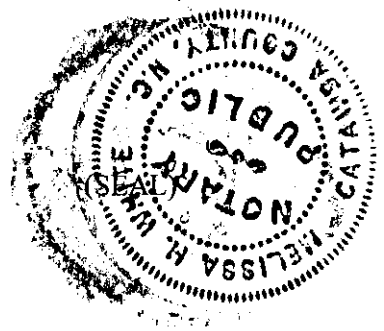
Kenneth Arden Yaussy
Kenneth Arden Yaussy
Karyn Lee Yaussy
Karyn Lee Yaussy

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melissa H. White, a Notary Public for State and County aforesaid, certify that the following person, Kenneth Arden Yaussy, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 21st day of July 2008.

Melissa H. White, Notary Public
(type or print name here) Melissa H. White
My Commission Expires: April 10, 2011



STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melissa H. White, a Notary Public for State and County aforesaid, certify that the following person, Karyn Lee Yaussy, appeared before me this day and I have: a) personal knowledge of the identity of the principal or b) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or (c) a credible witness has sworn to the identity of the principal; acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

This the 21st day of July 2008.

Melissa H. White, Notary Public
(type or print name here) Melissa H. White
My Commission Expires: April 10, 2011

