

FILED
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BRENDA D. BELL
Register Of Deeds
9/22/98

Drawn by & Mail to:
Mark L. Childers
Thomas Godley & Childers, P.A.
408 North Main Street
Mooreville, NC 28115

002080

NORTH CAROLINA

IREDELL COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CERTAIN LOTS IN REGENCY LAKE VILLAGE SUBDIVISION
AND
LAKESIDE FARM SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 2nd day of September, 1998 by **AUTO STORAGE COMPANY**, a North Carolina corporation with its principal office and place of business in Iredell County, N.C.; **JAMES PAUL BREMER** and wife **LINDA J. BREMER** of Iredell County, N.C.; **JANICE E. MATHEWS** (single) of Iredell County, N.C.; **PETER J. LOMAS** and wife **CINDY L. LOMAS** of Iredell County, N.C.; **GARY EARL MCKEE** (single) of Iredell County, N.C.; **RUTH M. WOOLLEDGE** (single) of Iredell County, N.C.; **ROBERT P. VINROOT** and wife, **PAT P. VINROOT** of Mecklenburg County, N.C.; **BERT J. HRUSKA** and wife **EMILY M. HRUSKA** of Farmingville, N.Y.; **JOHN H. QUARTERMAN** (single) of Iredell County, N.C.; **DAVID B. HOOD** and wife, **MARION S. HOOD** of Iredell County, N.C.; **JOE C. DAVIS** (single) of Iredell County, N.C.; and **DOUGLAS ALLAN PAYNE** and wife, **DARLENE JOY PAYNE** of Iredell County, N.C., all of whom are hereinafter collectively referred to as "Declarants."

STATEMENT OF PURPOSE

Declarants are the owners of certain property in Iredell County, North Carolina, which is known as Lots 1 through 9, inclusive, of LAKESIDE FARM SUBDIVISION as shown on a map recorded at Plat Book 16, page 21 in the Iredell County Registry, and Lots 8 through 11, 13 through 19, 22 through 29, and 31 through 41 of Block F, inclusive, of REGENCY LAKE VILLAGE SUBDIVISION and the Lake and Dam which are more particularly described on a map recorded in Plat Book 10, at Page 59 AND 59A, in the Iredell County Public Registry.

Each of the Declarants' Property borders upon and touches the private Lake which is depicted upon the above-referenced Plats and

which is contained and ponded by the Dam which is depicted upon said Plats;

The Declarants understand and agree that said Lake is a desirable amenity to their Property and to the residential subdivisions of Regency Lake Village and Phase I of Lakeside Farm, and that said Lake enhances the value, liveability, desirability and marketability of their Property and those subdivisions, and, as a result, the Declarants and the other Lot Owners in said Subdivisions who desire to use the Lake and Dam desire to maintain the Lake in an attractive condition and maintain the Dam in a way that will strive to insure the structural integrity and soundness of said Dam to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all Properties to which said Lake is appurtenant. To this end the Declarants desire to subject the real property described herein, and the Property of any other Persons who may hereafter subject their Lots to these Restrictions, to the covenants, conditions, restrictions, easements, charges and liens herein set forth, each and all of which is and are for the benefit of said Property and each owner thereof;

Declarants further desire that there shall be created toward this end an Association of Property Owners whose Property is subject to these Restrictions, to which said Association will be delegated and assigned the responsibility and powers of owning, maintaining and administering the Lake and Dam and administering and enforcing the covenants and restrictions contained in this instrument (and any future amendments hereto), and collecting and disbursing the assessments and charges herein created, in order to efficiently preserve, protect and enhance the values and amenities of said Properties, to ensure the Declarants' (and their heirs', successors' and assigns') enjoyment of the specific rights, privileges and easements contained herein and to provide for the maintenance and upkeep of the Lake and Dam. To that end, Declarants have caused or will cause to be incorporated under North Carolina law THE REGENCY LAKE VILLAGE/LAKESIDE FARM DAM AND LAKE MAINTENANCE ASSOCIATION, INC. (the "Association") as a not-for-profit corporation for the purpose of exercising and performing the aforementioned functions.

NOW, THEREFORE, Declarants by this Declaration of Covenants, Conditions and Restrictions, do hereby declare that all of the Property described herein and the Property of any other Persons who may hereafter subject their Lots to these Restrictions, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property subjected hereto and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1: "The Association" shall mean THE REGENCY LAKE VILLAGE/LAKESIDE FARM DAM AND LAKE MAINTENANCE ASSOCIATION, INC., a North Carolina not-for-profit corporation comprised of all of the Owners of the Lots which is designed to further the purposes of these Restrictions, and membership in which is appurtenant to and a requirement of ownership of any of the Lots.

SECTION 2: "The Dam" shall mean the earthen dam, and any other structure which may replace the earthen dam, which contains and ponds the Lake, as depicted upon the Maps.

SECTION 3: "Declarants" shall mean and refer to all those persons and entities who hold legal title to the Lake, the Dam and Property.

SECTION 4: "Developments" shall mean and refer to REGENCY LAKE VILLAGE SUBDIVISION and LAKESIDE FARM SUBDIVISION.

SECTION 5: "The Lake" shall mean the private lake which is contained and ponded by the Dam and which is depicted upon the Maps, and which touches, concerns and is appurtenant to the Lots.

SECTION 6: "Lot" shall mean and refer to each of Lots 8 through 11, 13 through 19, 22 through 29, and 31 through 41, inclusive, of Block F of Regency Lake Village, and Lots 1 through 9 of Lakeside Farm as well as any other Lots in Regency Lake Village which may hereafter be subjected by the Owners thereof or by an order or judgment of a court of competent jurisdiction to these Restrictions.

SECTION 7: "Maps" shall mean and refer to the maps or plats of the Property as recorded in the Iredell County Public Registry at Map Book 10, page 59 and 59A and at Map Book 16, page 21.

SECTION 8: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9: "Property" or "Properties" shall mean and refer to the Property described in Article II, Section 1 hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE DECLARANT

The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this

Declaration, and within the jurisdiction of the Declarants, is all of Lots 8 through 11, 13 through 19, 22 through 29, and 31 through 41, inclusive, of Block F of Regency Lake Village Subdivision, Lots 1 through 9, inclusive of Lakeside Farm Subdivision, and the private Lake and Dam depicted upon maps recorded in Plat Book 10, pages 59 and 59A, and Plat Book 16, page 21 in the Iredell County Public Registry as well as any other Lots in Regency Lake Village which may hereafter be subjected to these Restrictions by the Owners thereof.

ARTICLE III
CREATION, PURPOSES AND AUTHORITY OF THE ASSOCIATION

SECTION 1: The Declarants do hereby authorize the creation of the Association for the purposes set forth in these Restrictions.

SECTION 2: The Declarants shall delegate and assign to the Association the responsibility and powers of owning, maintaining and administering the Lake and Dam and administering and enforcing the covenants and restrictions contained in this instrument (and any future amendments hereto), and collecting and disbursing the assessments and charges herein created, in order to efficiently preserve, protect and enhance the values and amenities of the Lots, to ensure the Declarants' (and their heirs', successors' and assigns' enjoyment of the specific rights, privileges and easements contained herein and to provide for the maintenance and upkeep of the Lake and Dam.

SECTION 3: Membership in the Association is a requirement of and obligation for owning any interest (except a security or leasehold interest) in any Lot. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot, and no Lot may be conveyed independent of the obligation to be a member of the Association.

SECTION 4: The Association shall, as soon as practicable, be deeded the fee simple title to the Lake and the Dam.

SECTION 5: The Association shall have one class of members who shall be all Lot Owners. Each member shall be entitled to one vote for each Lot owned. Provided, however, that when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or fraction of a vote be cast with respect to any Lot.

SECTION 6: As long as each member is a Lot Owner, each will perform all acts necessary to remain in good and current standing as a member of the Association.

SECTION 7: Each member shall be subject to the rules and regulations of the Association with respect to ownership of a Lot as such pertains to the use, maintenance, and repair of the Lake.

SECTION 8: The Association shall be empowered repair and maintain the Lake and Dam and shall be empowered to levy and collect monetary assessments from Lot Owners in order to maintain and repair the Lake and Dam. Any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Article of Incorporation, or the Bylaws shall be a lien upon the Lot or Lots upon which assessment was levied and shall be a personal obligation of the Lot Owner(s) as of the time the assessment fell due as set forth below in Section 10.

SECTION 9: (a) The voting rights of the Membership shall be appurtenant to the ownership of the Lots. There shall be one class of Lots with respect to voting rights. Ownership of a Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) The Bylaws of the Association shall be amended only by the affirmative vote of at least a two-thirds (2/3) majority of the Members.

(c) The Association shall be governed by a Board of Directors in accordance with the Bylaws.

SECTION 10: (a) The Declarants, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment a charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, but shall remain a lien upon the Lot until paid.

(b) The annual assessments levied by the Association shall be used as follows:

- (1) to maintain, repair and improve the Lake and the

Dam in order that such Lake and Dam shall be and at all times remain in compliance with all applicable Federal, State and local laws, rules and regulations governing the use and maintenance of private lakes and dams;

(2) to keep the Lake and Dam in a safe, attractive, healthful state of maintenance and repair and to keep the Dam and lake from becoming a nuisance, and from falling into a state of waste, ruin and disrepair;

(3) to keep the Lake and Dam clean and free from debris and discharges of waste and hazardous materials and to maintain any amenities located thereon in a clean and orderly condition, and to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping;

(4) to pay all ad valorem taxes, if any, levied against the Lake and Dam and any properties owned by the Association;

(5) to pay the premiums on all hazard insurance carried by the Association on the Lake and Dam and all public liability insurance carried by the Association pursuant to the Bylaws;

(6) to provide such security services as may be deemed reasonably necessary for the protection of the Lake and Dam from theft, vandalism, fire and damage from animals;

(7) to pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;

(8) to erect and maintain such signage as may be approved by the Association; and

(9) to maintain a contingency reserve equal to 10% of the sum of the amounts described in subsections (b)(1) through (b)(8) of this ARTICLE III, Section 10 in order to fund unanticipated expenses of the Association.

(c) The maximum annual assessment for each Lot shall be One Hundred and No/100 Dollars (\$100.00); provided, however, that this maximum annual assessment may be increased if such increase is approved by at least 51% of the votes of Association's Members.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Lake and/or Dam, including fixtures and personal property related thereto, and common roadways serving the Lake and/or Dam provided that any such special assessment is approved by at least 51% of the Members of the Association.

(e) Both annual and special assessments must be fixed at a uniform rate for all Lots. Said annual assessments shall be fixed by the Board of Directors of the Association at an amount not in excess of the maximum as provided for in Section 10(c) above.

(f) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Association of the Lake and Dam. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The due dates for said annual assessments shall be established by the Board of Directors of the Association.

(g) Any assessment not paid within thirty days (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition to such interest charge, the delinquent Owner shall also pay such late charges as may be established by the Board of Directors of the Association. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot; and interest, late payment charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Lake or Dam or abandoning his Lot.

(h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro rata from all Owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 10(c). No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided. Mortgagees are not required to collect

assessments. Failure of the Owner to pay assessments does not constitute a default under an HUD/VA insured mortgage.

ARTICLE IV
GENERAL PROVISIONS

SECTION 1: HAZARDOUS ACTIVITIES. Nothing shall be done or kept on any Lot which will cause the Lake to become polluted or cause any violation of any applicable Federal, State or local environmental laws.

SECTION 2: COMPLIANCE. In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated, the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately upon demand. Furthermore, said default shall constitute a personal obligation of the Owner of the Lot, and also a continuing lien upon the Lot.

SECTION 3: ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In the event of a dispute or violation of the restrictions resulting in litigation, the party successful in said litigation shall also be entitled to an award including costs and reasonable attorney's fees from the opposing party.

SECTION 4: SEVERABILITY. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5: AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for TWENTY-FIVE (25) years, after which time they shall be automatically extended for successive periods of TEN (10) years. This Declaration may be amended only by an instrument signed by the Owners of not less than sixty-six and two-thirds percent (66.66%) of the Lots.

SECTION 6: RULES OF ASSOCIATION. The Association shall be permitted and empowered to adopt such rules and regulations for itself as the Board of Directors of the Association shall determine

will assist it in carrying forth the obligations and duties of the Association as set forth herein and/or in the Articles of Incorporation and Bylaws of the Association (and in any amendments hereto). Any such rules and regulations shall be proposed to the members of the Association by the Board of Directors and shall be adopted as rules of the Association upon the affirmative vote of a Fifty-One Percent (51%) majority of the votes appurtenant to the Lots.

SECTION 7: The Association is empowered to accept as members of the Association all of the Lots contained in Regency Lake Village and all of Lots 1-9 of Lakeside Farm Subdivision and is empowered to take such steps, including prosecution of any civil action, as may be required to ensure either: 1) participation and joinder in the Association by such Lots, or 2) the procurement from the Owners of said Lots of quit claims to their rights to use the Lake and Dam.

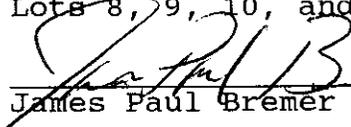
ARTICLE V
EASEMENTS

Declarants hereby give, grant and convey unto the Association and its agents and designees easements for performance of maintenance and repairs to the Lake and Dam across, along and through the shoreline of each Lot which abuts the Lake and Dam as shall be necessary and appurtenant to the purposes of the Association. Each Owner of any of said Lots, by their acceptance of a deed to a Lot, acknowledges such reservations and rights of the Association.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals, the day and year first above written.

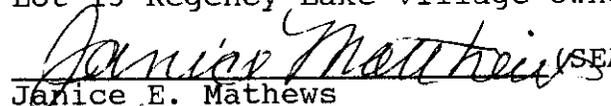
DECLARANTS:

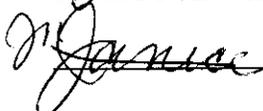
Lots 8, 9, 10, and 11 Regency Lake Village Owners:

 (SEAL)
James Paul Bremer

 (SEAL)
Linda J. Bremer

Lot 13 Regency Lake Village Owners:

 (SEAL)
Janice E. Mathews

 (SEAL)

Lots 14, 15, 16, 17, 18, 19,
22, 23, 24, 25, 26, 27, 31,
32, 33, 37, 38, 39 Regency Lake Village Owner:

Lots 28 and 29,
Regency Lake Village
Owners:

AUTO STORAGE COMPANY, a North
Carolina corporation

By: Ruby C. Morrow
Vice President

Peter J. Lomas (SEAL)
Peter J. Lomas

Cindy L. Lomas (SEAL)
Cindy L. Lomas

ATTEST:
Francis Incha
Secretary



Lot 40 Regency Lake Village Owners:

Gary Earl McKee (SEAL)
Gary Earl McKee

_____ (SEAL)

Lot 41 Regency Lake Village Owners:

Ruth M. Woolledge (SEAL)
Ruth M. Woolledge

_____ (SEAL)

~~Lot 1 Lakeside Farm Owners:XXXXXXXXXXXXXXXXXXXX~~

~~XX (SEAL) XXXXX~~
~~Gerry M. ParkerXX~~

~~XX (SEAL) XXXXX~~
~~XX~~

STATE OF North Carolina
COUNTY OF Iredell

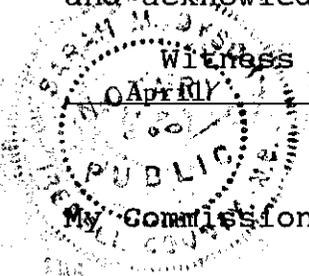
I, Sarah M. Dyson, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
John H. Quarterman

, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14 th day of
April, 1998.

Sarah M. Dyson
Notary Public

My Commission Expires: 4/1/2001



STATE OF North Carolina
COUNTY OF Iredell

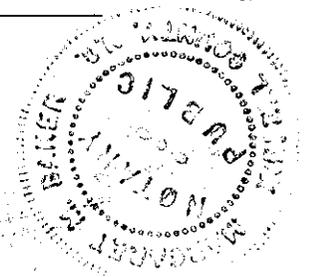
I, Margaret M. Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
Mary Earl McKee

, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 th day of
April, 1998.

Margaret M. Baker
Notary Public

My Commission Expires: February 8, 1999



STATE OF North Carolina
COUNTY OF Iredell

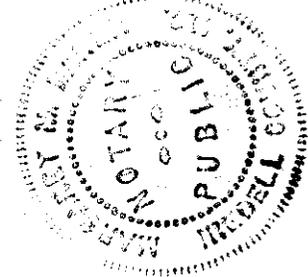
I, Margaret M. Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
Ruth M. Woolledge

, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 th day of
April, 1998.

Margaret M. Baker
Notary Public

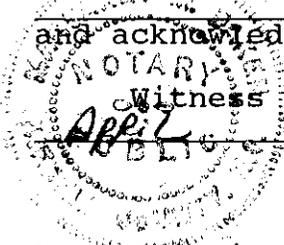
My Commission Expires: February 8, 1999



STATE OF North Carolina
COUNTY OF Iredell

I, Margaret M. Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
John H. Quarterman, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 th day of
April, 1998.



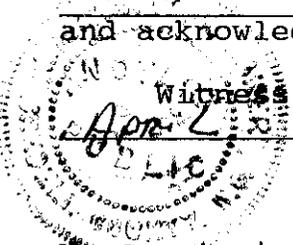
Margaret M. Baker
Notary Public

My Commission Expires: February 8, 1999

STATE OF North Carolina
COUNTY OF Iredell

I, Margaret M. Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
David B. Hood, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 th day of
April, 1998.



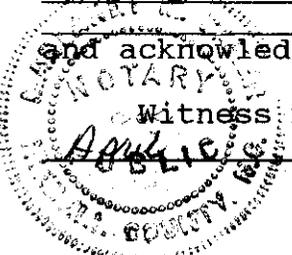
Margaret M. Baker
Notary Public

My Commission Expires: February 8, 1999

STATE OF North Carolina
COUNTY OF Iredell

I, Margaret M. Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
Marion S. Hood, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 th day of
April, 1998.



Margaret M. Baker
Notary Public

My Commission Expires: February 8, 1999

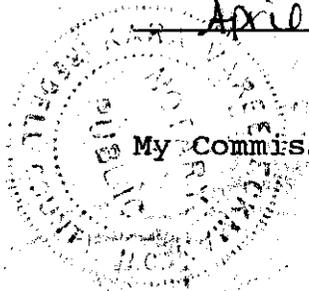
STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Kara Vane Eckman, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
Peter J. Lomas and wife, Cindy L. Lomas
personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of
April, 1998.

Kara Vane Eckman
Notary Public

My Commission Expires: 01-15-2001



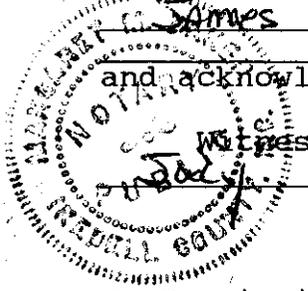
STATE OF NORTH CAROLINA
COUNTY OF Iredell

I, Margaret M Baker, a Notary Public of Iredell County,
State of North Carolina, do hereby certify that
James Paul Bremer
personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22 th day of
July, 1998.

Margaret M. Baker
Notary Public

My Commission Expires: 02/08/99



STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that

personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ th day of
_____, 199____.

Notary Public

My Commission Expires: _____

Lot 2 Lakeside Farm Owners:

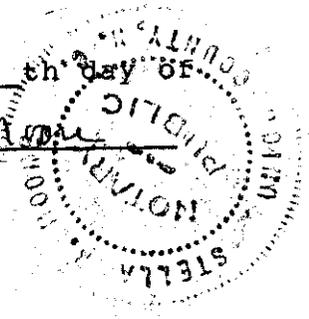
Robert P. Vinroot (SEAL)
Robert P. Vinroot

Pat P. Vinroot (SEAL)
Pat P. Vinroot

STATE OF N.C.
COUNTY OF MECK.

I, STELLA R. MOORE, a Notary Public of MECK.
County, State of N.C., do hereby certify that
ROBERT P. VINROOT & PAT P. VINROOT
personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal, this the 7 th day of
AUG, 1998.

Stella R. Moore
Notary Public


My Commission Expires: My Commission Expires June 28, 2002.

STATE OF _____
COUNTY OF _____

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

Witness my hand and official seal, this the _____ th day of
_____, 199____.

Notary Public

My Commission Expires: _____

LOT 3 LAKESIDE FARM OWNERS:

Bert J. Hruska (SEAL)
Bert J. Hruska

Emily M. Hruska (SEAL)
Emily M. Hruska

STATE OF NEW YORK
COUNTY OF NASSAU

I, Bruce Scheinson, a Notary Public of Nassau County, State of New York, do hereby certify that BERT J. HRUSKA and EMILY M. HRUSKA personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of July, 1998.

Bruce Scheinson
Notary Public

(NOTARIAL SEAL)

BRUCE SCHEINSON
NOTARY PUBLIC, State of New York
No. 30-01SC4670149
Qualified in Nassau County
Commission Expires Jan. 31, 1999

My Commission expires: _____

Lot 8, Lakeside Farm Owner:

Joe C. Davis (SEAL)
JOE C. Davis

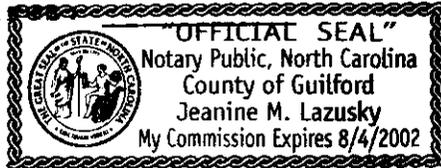
STATE OF North Carolina
COUNTY OF Guilford

I, Jeanine M. Lazusky, a Notary Public of Guilford
County, State of North Carolina, do hereby certify that
Joe C. Davis personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal, this the 23 th day
of June, 1998.

Jeanine M. Lazusky
NOTARY PUBLIC

My Commission Expi



Lot 9 Lakeside Farm Owners:

Douglas Allan Payne (SEAL)
Douglas Allan Payne

Darlene Joy Payne (SEAL)
Darlene Joy Payne

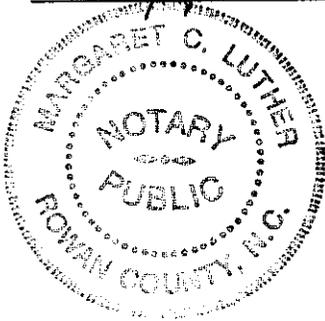
STATE OF NORH CAROLINA
COUNTY OF Rowan

I, Margaret C. Luther, a Notary Public of the County and State aforesaid, do hereby certify that Douglas Allan Payne and Darlene Joy Payne personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2 day of September, 1998.

Margaret C. Luther
Notary Public

My Commission expires:
2/9/2000



STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that

_____, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____th day of
_____, 199_____.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
IREDELL COUNTY

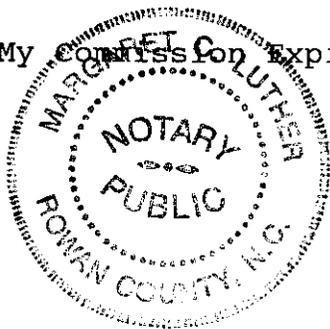
I, **Margaret C. Luther**, a Notary Public of Rowan County, North
Carolina, do hereby certify that Frances Tucker, personally
appeared before me this day and acknowledged that she is the
Secretary of AUTO STORAGE COMPANY, a North Carolina corporation,
and that by authority duly given and as an act of the corporation,
the foregoing instrument was signed in its name by its President,
sealed with its corporate seal and attested by Frances Tucker as
its Secretary.

Witness my hand and official seal, this the 25th day of
February, 1998.

Margaret C. Luther

Notary Public-Rowan County, NC

My Commission Expires: 2/9/2000



NORTH CAROLINA

IREDELL COUNTY

The foregoing certificate(s) of Margaret M. Baker,
Joseph M. Dyson, Kara Vreese Eckman,
Stella L. Moore, Bruce Scheinson, Juanine M. Lazusky,
Margaret C. Lethen,

Notary(ies) Public of the aforesaid County(ies) and State(s), ~~is~~
(are) certified to be correct. This instrument was presented for
registration this day and hour and duly recorded in the Office of
the Register of Deeds of Iredell County, North Carolina, in Book
1098, page 1294.

This 22nd day of September, A.D., 1998 at 10:09 o'clock
A. M.

Brenda H. Bell
REGISTER OF DEEDS

By: Lucy Bohlen
Deputy/Assistant Register of Deeds