

Tranter's Run

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS DECLARATION, made this 12th day of October, 1994 by CHRIS W. FURLOUGH and wife, NANCY B. FURLOUGH, by her Attorney-in-Fact, CHRIS W. FURLOUGH, hereinafter called "Declarants":

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described herein in this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth for a single-family residential community, each and all of which is and are the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind any and all parties having or acquiring any right, title or interest in the lots defined herein.

NOW THEREFORE, the Declarants hereby declare that the real property described herein shall be held, transferred, sold and conveyed subject to the protective covenants set forth below

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various Articles of this declaration is located in the Long Acre Township, County of Beaufort, State of North Carolina, and is more particularly described, as follows:

All of those Lots numbered 1-57 described in "Tranter's Run Subdivision" located on the south side of U.S. 264 along Tranter's Creek as the same is shown by map of record recorded in Plat Cabinet E, Slide(s) 35-6, 35-7, 35-8, and 35-9, of the Beaufort County Registry, together with the Bluegill Lake area, the area(s) designated as traffic island(s) in the streets or R/W's and Common Area

One and Common Area Two, with reference to said map for a more complete and detailed description.

No property other than that described above shall be deemed subject to this Declaration unless specifically made subject thereto and Declarants may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

SECTION I. TRANTER'S RUN COMMUNITY ASSOCIATION, INC.

A. The Tranter's Run Community Association, Inc., (hereinafter referred to as "Association"), has been incorporated and its members are applying for non-profit corporate status. Its purpose is: (1) to manage and maintain the lake; (2) maintain, manage, operate the common areas and improvements located thereon, if any; (3) to maintain the yards of the lots (but not improvements thereon); (4) to maintain the planning areas, median areas and subdivision sign areas located within the subdivision right-of-ways in accordance with N. C. Department of Transportation standards; and (5) to make and enforce rules and regulations governing the use and occupation of the lots, common areas, lake and aforementioned subdivision right-of-way areas.

B. Every person or entity who purchases a lot from Declarants or their heirs or assigns in Tranter's Run Subdivision shall be a member of the Tranter's Run Community Association, Inc. and shall be subject to an assessment as described herein; provided that any such person or entity who holds such ownership or interest merely

as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot.

C. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any single Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Class B member(s) shall be the declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease when Declarants sell all Lots numbered 1-57 within Tranter's Run subdivision.

D. On or before December 31, 1994, Declarants shall convey the legal title to and control of: (1) the common areas designated as One and Two, subject to easements of record, if any; and, (2) Bluegill Lake, all as designated in Plat E, Slide(s) 35-6, 35-7, 35-8 and 35-9 of the Beaufort County Registry to the Tranter's Run Community Association, Inc.

E. Each property owner by acceptance of a deed from Declarants or by any other means of conveyance of property within Tranter's Run subdivision, whether or not it shall be expressed in any such deed

or conveyance, shall be deemed to covenant and agree with the Association:

1. To pay regular annual assessments or charges as noted herein;

2. To pay special assessments for expenses or for capital improvements, such assessments to be fixed, established and collected from time-to-time as hereinafter provided. The regular annual and/or special assessments, together with such interest thereon, reasonable attorney's fees and costs, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made, as well as a personal obligation of the lot owner(s) who were lot owners at the time of the assessment, whether special or regular;

3. Each will remain in good standing as a member; and

4. Each will be subject to the rules and regulations of the Association with regard to lot ownership, the lake and maintenance of the common areas and areas within the subdivision right-of-ways for medians, plantings and the subdivision sign.

F. The assessments, annual and special, as aforesaid, should be for the payment of all costs of: (1) professional fees; (2) administering, managing, insuring, landscaping, repairing, replacing or maintenance of the aforesaid lake, traffic island(s), median areas and common areas and the facilities located thereon; (3) all amounts expended by the Association as may be required or

allowed by governmental authorities, this Declaration or the Association by-laws; and (4) preserving a reserve fund for the anticipated costs described within this paragraph. The assessments levied herein shall be used to pay for the foregoing and promote the recreation, health, safety and welfare of the association members and not for the purpose of ad valorem taxes and hazard insurance for any lot numbered 1-57.

G. Until January 1, 1996, the initial annual assessments on lots conveyed by Declarants shall be \$35.00 per lot to be paid in advance by January 1 of each calendar year. From and after January 1, 1996, the annual assessments may be modified by the Association provided that any such changes shall have the assent of a majority of the voting members of the Association voting whether in person or by proxy at a meeting duly called for this purpose, and written notice thereof shall be sent to all members at least twenty days in advance setting forth the purpose of the meeting. Once the assessment has been set, notice shall be given to all owners by hand-delivery or by First Class Mail, postage prepaid to the last address shown on the Association records. No other notice need be sent for that year, but such assessment shall remain due and payable.

H. The annual or special assessments provided for herein shall commence and be payable by Class A members only and should be collected at the time each lot is conveyed by Declarants to a

property owner. The assessments shall be prorated and adjusted where ownership is acquired during the year according to the number of days remaining in the calendar year.

I. In addition to the annual assessments authorized herein, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any community association expense, insurance or construction or reconstruction, repair or replacement of a capital improvement upon the common properties, extraordinary expenses or maintaining a reserve or contingency fund, provided, any such assessment shall have the assent of a majority of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least twenty days in advance and setting forth the purpose of the meeting.

COASTAL RIVERS REALTY

J. The Association shall prepare and maintain a roster of all members and all regular and special assessments applicable thereto which shall be accessible to all members of the Association at reasonable times.

K. If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent after 30 days. Together with such interest at the legal rate thereafter and costs of collection thereof, as hereinafter provided, the

assessments shall become a continuing lien on the property. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law. The Tranter's Run Community Association, Inc. may file a Notice of Lis pendens and/or bring a collection or foreclosure action against the owner personally obligated to pay the same and/or an action to foreclose the lien against his or her successor-in-title to the respective subject matter property.

L. The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:

1. Ad valorem taxes.
2. All sums unpaid on a first mortgage or deed of trust to secure property or debt of record. The sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

M. There shall be exempted from assessment or lien created herein: (a) all properties while owned by Declarants; (b) all properties or portions thereof upon which there is any easement or dedication to any public authority or for public use; and (c) upon

all common area property previously described as Areas One and Two and Bluegill Lake on the map recorded in Plat Cabinet E, Slide(s) 35-6, 35-7, 35-8 and 35-9 of the Beaufort County Registry.

N. All assessments as herein provided shall be collected by the Tranter's Run Community Association, Inc. and disbursed for the purposes set forth or established herein.

SECTION II. RESTRICTIVE AND PROTECTIVE COVENANTS

A. No lot or parcel shall be used except for single family residential purposes, subject to the provision set forth herein. Subject to a storage building of the same design and quality of materials which matches the facade of the dwelling, no building shall be erected, altered, placed or be permitted to remain on any lot (other than Lot 49 as indicated below) other than one detached single-family dwelling, with or without a basement, not more than two and one-half stories in height and a private garage, attached or detached, for the use of the occupants of the primary dwelling only. Said garage must be made of the same design and quality of materials which matches the facade of the primary dwelling. On Lot 49 only, a guest house may be constructed, placed and maintained on the southern one-half of said lot so long as it is made of the same design and quality of materials as the primary dwelling on said lot.

B. Except for improvements or structures built by Declarants, if any, on the subdivision common areas as designated in Plat Cabinet E, Slide(s) 35-6, 35-7, 35-8 and 35-9 of the Beaufort County Registry, no structure, other than a fence, may be built within fifteen (15) feet from either lot sideline or within fifty (50) feet of any affronting road, within twenty (20) feet of any side road or within fifty (50) feet of the Bluegill Lake or Tranter's Creek.

C. No residential structure which has an area of less than 1,400 square feet, exclusive of porches, breezeways, steps and garages, shall be erected, placed or permitted to remain on any lot. The guest house, which may be located on Lot 49 only, must have a minimum 576 square footage exclusive of porches, breezeways and steps, if constructed.

D. No numbered lot or lots shall be subdivided into a parcel or parcels unless it is bought or sold for the purpose of enlarging a lot which shall then be improved with a single-family dwelling or which shall already have been improved with a single-family dwelling. Any drainage and utility easements reserved along a lot line shall be transferred to the perimeter lines of any reconstituted lot unless such easements are in actual use.

E. No numbered lot or lots or part thereof shall be used as a right-of-way providing ingress and egress over, across, from or

into such lot except for that ten foot easement for ingress and egress to the City of Washington, its successors or assigns, which shall run across Lot 50, as shown on the aforementioned subdivision map.

F. Declarants agree that they will be responsible for maintaining the right of ways, designated as PUBLIC ROADS on said map, until said right of ways are taken over by the State Highway system. Each owner of any Lot within the Subdivision, as an appurtenance to such Lot, shall have and is hereby conveyed a perpetual, nonexclusive right of way and easement for the purposes of ingress, egress and regress to and from said Lot over, through and across the streets and roads shown on the Subdivision map described herein.

G. No trade, commerce or other activity which may or may not be considered a nuisance to the neighborhood shall be carried on upon any lot. No trade materials or inventories may be stored upon any lot and no tractor-trailer trucks, tractor-trailers, house trailers (other than camping trailers) or mobile homes may be stored or regularly parked on any lot. No sign or billboard of any kind shall be erected or allowed to remain on any residential lot other than a "For Sale" or "For Rent" sign, subject to Declarants' reserved right to maintain such signs as they may deem necessary for subdivision development or construction.

H. No stripped or partially wrecked or junked vehicles shall be parked or kept on any lot. No structure of a temporary character, or trailer, mobile home, double-wide, modular home, basement, tent, shack, garage, barn or other outbuilding shall be parked or used on any lot at any time as a residence, whether temporarily or permanently.

I. No animals or poultry of any kind, other than a reasonable number of house pets, shall be maintained on any lot subject to this Declaration.

J. Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five (5) feet in width over side lot lines and ten (10) feet in width over lot lines abutting roads of each building lot. Declarants reserve the right to waive the provisions of this paragraph in whole or in part, by special recorded instrument.



K. Fuel tanks shall be installed underground in an environmentally secure manner pursuant to all governmental rules, laws or regulations or fully concealed above ground with shrubbery, screening or siding which matches the facade of the dwelling located on the particular lot. Outdoor garbage cans on lot shall be equipped with a suitable top and shall be either concealed in an underground receptacle or concealed with plantings or screen walls

or screen fences, which also match the facade of said dwelling. No trash, garbage or refuse shall be dumped or stored or accumulated on any lot except in said containers.

L. Each lot shall be maintained during its pre-construction and construction stages. At all times, the grass or ground cover shall not be allowed to exceed the height of one (1) foot. The provisions of this paragraph shall not apply to the wooded portions of each lot, as long as said wooded portions are maintained in their natural state.

M. ~~Satellite dishes or discs are allowed, but shall not exceed 36 inches in diameter and shall be located only in rear of the lots behind the homes, fully concealed from view from all Roadways by: (1) shrubbery; (2) screening; or (3) siding which matches the facade of the dwelling on that lot. No outside radio or television antennas shall be erected on any lot.~~

COLDWELL BANKER'S
COASTAL RIVERS
REALTY

N. All electrical, telephone and cable services from their respective distribution systems to the residences shall be underground with the costs for such underground service being shared by lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone, cable and other wire using utility service shall be permitted on any lot.

O. Any dwelling on any lot with wells in the front yard must have pump installed in the garage or adjacent to the side or the back of the dwelling, unless specifically waived by recorded instrument by Declarants.

P. Declarants furthermore reserve two common areas and a lake, for the purposes hereinafter set forth and subject to the conditions and restrictions contained hereafter, respectfully designated as Common Area One, Common Area Two and Bluegill Lake as shown on Plat Cabinet E, Slide(s) 35-6, 35-7, 35-8 and 35-9 of the Beaufort County Registry.

(1) ~~Common Area One is designated as a recreation area, with perpetual, pedestrian ingress and egress to and from Bluegill Drive and Bluegill Lake hereby granted to each owner or lawful occupant of a lot as an appurtenance to such lot.~~

(2) ~~Common Area Two is designated as a ramp area for the Tranter's Run Subdivision with a perpetual, boat-access easement hereby granted to each owner or lawful occupant of a lot as an appurtenance to such lot, subject to the following:~~

(a) Declarants' ability to obtain all necessary state, federal and CAMA permits for that purpose; (b) no overnight boat docking or overnight motor vehicle or boat trailer parking on said lot shall be allowed; (c) no parking which shall block the access to the ramp area shall be allowed; (d) Common Area Two has also been encumbered by a right-of-way for ingress and egress for the City of Washington, its successors and assigns,

for access to the pump station located on the City of Washington "out-parcel" lying immediately adjacent to said Common Area Two, as shown on the aforementioned subdivision plat.

(3) Bluegill Lake.

(a) There shall be no swimming allowed in the Bluegill Lake; furthermore, the maximum boat length for use on said lake shall be 14 feet, with the exception of canoes; the only propulsion motors allowed on any boat or craft will be electric, not to exceed 40 pounds thrust. No gasoline, diesel, kerosene or fuel-powered motors or jet-propelled motors shall be allowed nor crafts similar to "wave-runners". The Association or its successors, assigns or designated agents may use a gasoline or fuel-powered motor on craft used only for lake maintenance purposes.

COASTAL RIVERS REALTY

(b) Declarants hereby grant to the owners of Lots 22 - 35, inclusive, the right to construct and maintain a deck which may extend from their respective lot over the Bluegill Lake to the exclusion of all other subdivision owners' rights otherwise conveyed herein, subject to the following terms and conditions:

(1) The deck area may not exceed six feet in length and six feet in width and may not exceed the height of the mean water level of the lake by more than three feet.

(2) The deck area will not be built within twenty feet of an adjoining lot without that adjoining lot owner's written consent, which shall be kept by the Association as a part of its written records.

(3) Each lot owner shall be responsible for all construction and maintenance costs for the deck located at that lot. Said owner shall be responsible for its continued upkeep, repair and associated costs. Noncompliance of this provision shall be a violation of this Declaration subjecting the lot owner(s) to an assessment lien for the repair or removal of the deck by the Association or its respective agents or assigns.

(4) The Association shall have the right to make any further rules and regulations respecting the use of said Common Areas and Bluegill Lake.

COASTAL RIVERS

SECTION III. MISCELLANEOUS PROVISIONS

REALTY

A. Thomas A. Vann, as Trustee, and Home Savings Bank, SSB, as holder and owner of the indebtedness secured by a Deed of Trust from Chris W. Furlough and wife, Nancy B. Furlough, dated July 22, 1994, and recorded in Book 1005, Page 393, Beaufort County Registry, in consideration of the premises and other valuable considerations to them paid by Chris W. Furlough and wife, Nancy B. Furlough, do hereby join in this conveyance for the sole purpose of

allowing these restrictions and declarations to be an encumbrance against that portion of the property contained in and secured by said Deed of Trust recorded in Book 1005, Page 393, Beaufort County Registry, but it is expressly understood and agreed that except for said allowance, the aforementioned Deed of Trust and all of its terms and conditions thereof shall be and remain in full force and effect.

B. No more than thirty percent (30%) of the square footage of any Lot within said Subdivision shall be covered by structures or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with the storm water runoff rules adopted by the State of North Carolina.

C. Notwithstanding any other provisions of this Declaration, Declarants may amend this Declaration without the consent of any members or eligible mortgage holders if such amendment is required by any governmental agency for governmental approval. Declarants shall notify all members and eligible mortgage holders of such amendment after it has been recorded.

D. (1) The grantee(s) of any Lot subject to this Declaration, by acceptance of a deed, devise or inheritance conveying title thereto, or by the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to

each and all of these restrictions and agreements herein contained and also the jurisdiction, rights and powers of Declarants and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants and Association and to and with the all-then-current or subsequent owners of each of the Lots within the Subdivision to keep, observe, and comply with and perform said restrictions and agreements.

(2) Each such owner also agrees, by such acceptance, to assume, as against Declarants, their heirs and assigns, all of the risks and hazards of ownership or occupancy attendant to any such lot, including but not limited to its proximity to any Common Area, lake, creek or other recreational facility.

E. Invalidation of any one of these Restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

COASTAL RIVERS REALTY

SECTION IV. ENFORCEMENT OF DECLARATIONS

Invalidation of any one of these declarations or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants or covenants in the

future.

In the case of failure of an Owner to comply with the terms and provisions contained in these Restriction, the Articles or the Bylaws of the Corporation, the following relief shall be available:

(1) The Association, an aggrieved Owner or Owners within the Subdivision on behalf of the Association, or any Owner on behalf of himself or all the Owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(2) The Association, upon compliance with the notice and hearing provisions specified herein, shall have the right to remedy the violation and assess the costs of remedying same against the offending Owner as a special assessment. Provided, however, the Association shall not alter or demolish any items of construction without prior court approval.

(3) If the violation is the nonpayment of any annual general assessment or special assessment, the Association shall have the right to suspend the offending Owner's voting rights for any period during which any assessment against the Lot remains unpaid.

(4) The remedies provided by this Section are cumulative and are in addition to any other remedies provided by law.

(5) The failure of the Association or any person to enforce any restriction contained in this Declaration or the Association's Articles or Bylaws shall not be deemed to waive the right to enforce such restriction thereafter as to the same violation or

subsequent violation of similar character.

(6) (a) Notice. In the event the Declaration, a rule or restriction contained in the Declaration or Bylaws of the Association, or a rule, resolution or regulation adopted pursuant thereto, is violated (including nonpayment of assessments), the Board of Directors shall serve the violator and Owner by certified mail return receipt requested (at the Lot address or at any other address or addresses that the Owner may have designated to the Association in writing) with written notice which shall contain:

(i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator and/or Owner may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the date of the notice. If a challenge is not made, the sanction shall be imposed not less than ten (10) days from the date of the notice.

(b) Hearing. If the alleged violator or Owner challenges the proposed action within the time period allowed, a hearing before the Board of Directors shall be held in executive session affording the alleged violator and/or Owner a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) days from the giving of notice), and place of the hearing and an invitation to

attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator and Owner. Prior to the effectiveness of any sanction hereunder, proof of notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator and/or Owner refuse(s) acceptance of the Paragraph 6(a) notice or appear(s) at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the action, if any, imposed.

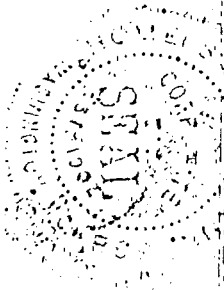
(c) ~~Additional Enforcement Rights.~~ Notwithstanding any other provisions in the Declaration or the Bylaws to the contrary, the Association, acting through its Board of Directors, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages, or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred, if the Association prevails.

SECTION V. EXPIRATION OF DECLARATIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a two-thirds of the then owners of the lots numbered 1-57, it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other person or persons owning any of the aforementioned lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

**COASTAL RIVERS
REALTY**

IN WITNESS WHEREOF, Declarants have cause this instrument to be executed by setting their hands and affixing their seals this the day and year first above written.



(CORPORATE SEAL)

ATTEST:

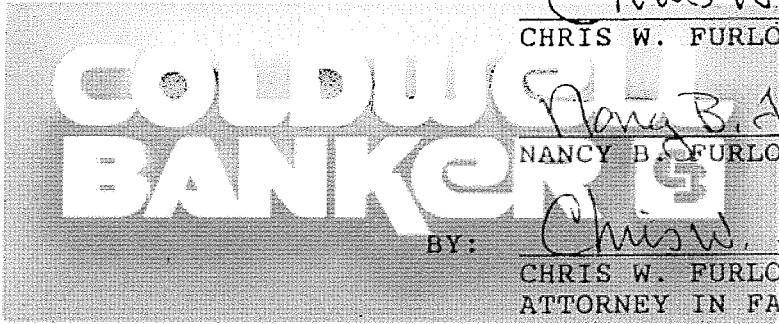
Wendy B. Adams

HOME SAVINGS BANK, SSB.

BY: [Signature] (SEAL)

[Signature] (SEAL)
THOMAS A. VANN, TRUSTEE

[Signature] (SEAL)
CHRIS W. FURLOUGH



[Signature] (SEAL)
NANCY B. FURLOUGH

BY: [Signature] (SEAL)
CHRIS W. FURLOUGH
ATTORNEY IN FACT

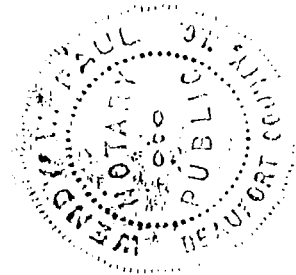
NORTH CAROLINA
BEAUFORT COUNTY
**COASTAL RIVERS
REALTY**

Before me, the undersigned Notary Public in and for the aforesaid County and State, this day personally appeared THOMAS A. VANN, TRUSTEE, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 5 day of October, 1994.

Wendy W. Paul
NOTARY PUBLIC

My Commission expires: NOV 28, 1998

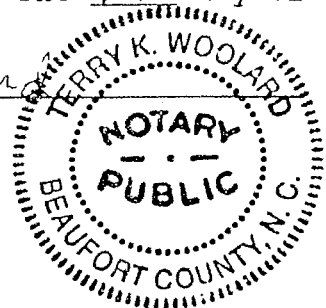


NORTH CAROLINA
BEAUFORT COUNTY

Before me, the undersigned Notary Public in and for the aforesaid County and State, this day personally appeared CHRIS W. FURLOUGH and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 12th day of October, 1994.

Terry K. Woolard
NOTARY PUBLIC



My Commission expires: 8-26-98

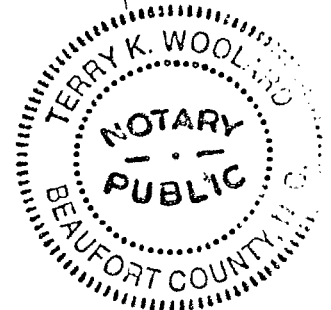
NORTH CAROLINA
BEAUFORT COUNTY

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that CHRIS W. FURLOUGH, attorney-in-fact for NANCY B. FURLOUGH, personally appeared before me this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and in behalf of NANCY B. FURLOUGH, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed and acknowledged and recorded in the office of the Register of Deeds of Beaufort County in Book 899, Page 525, on August 19, 1988, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said CHRIS W. FURLOUGH acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and in behalf of NANCY B. FURLOUGH.

COASTAL RIVERS
REALTY

Witness my hand and Notarial Seal, this the 12th day of October, 1994.

Terry K. Woolard
NOTARY PUBLIC



My Commission expires: 8-26-98

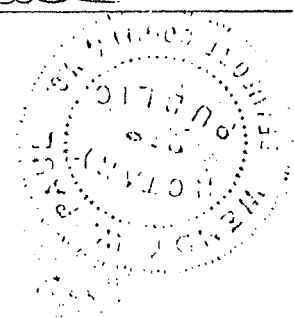
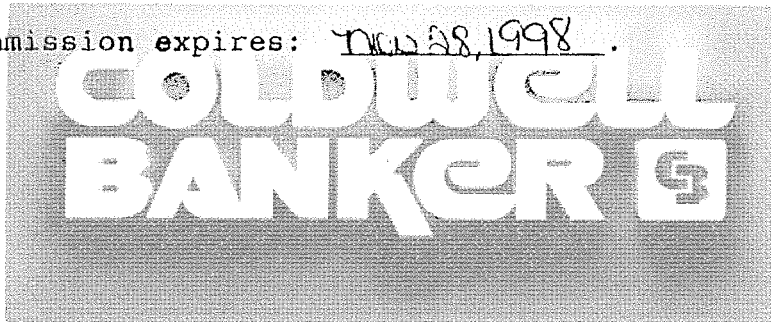
NORTH CAROLINA
BEAUFORT COUNTY

I, Wendy W Paul, a Notary Public in and for said County and State, do hereby certify that: RUDY B ADAMS, personally appeared before me this day and acknowledged that he/she is _____ Secretary of **HOME SAVINGS BANK, SSB**, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

WITNESS my hand and official seal, this the 5 day of October, 1994.

Wendy W Paul
NOTARY PUBLIC

My Commission expires: NOV 28, 1998



COASTAL RIVERS

North Carolina
Beaufort County

The foregoing certificate of Wendy W Paul
TERRY K. HARRIS

Notary Public/Notaries Public is/are certified to be correct this instrument was presented for registration and recording in this office at Book 1010, Page 219. 1

This 12th day of Oct, 1994 at 3:48 o'clock PM.
Kirk W. Mizelle By Sharon L. Mizelle
Register of Deeds Deputy Register of Deeds