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RESTRICTIVE COVENANTS

FOR

SAVANNAH VILLAGE SUBDIVISION

Delva Thomas ←
104 Serenity Circle
Hendersonville, NC
28792

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SAVANNAH
VILLAGE SUBDIVISION

THIS DECLARATION, made and entered into this the 28th day of September, 2006, by DEBRA THOMAS (hereinafter referred to as "DECLARANT"); and additional owners consisting of STEVE L. CANNON, CHARLES G. STEPHENS and wife, BRYNN S. STEPHENS and JACK CHARLES STRICKLAND and wife, KAREN LYNDA STRICKLAND.

WITNESSETH:

WHEREAS, DECLARANT is the owner of a tract or parcel of land consisting of approximately 8.43 acres, more or less, all as more particularly described on Exhibit A attached hereto and incorporated by reference herein said tract or parcel of land having been acquired by deed recorded in Deed Book 871, Page 393, Henderson County Registry, (hereinafter referred to as the "Subdivision"); and

WHEREAS, DECLARANT desires to develop the Subdivision into lots (the "Lots"), all as more particularly described on Exhibit A attached hereto and incorporated by reference herein, as shown on plat thereof dated August 11, 1999 entitled "Savannah Village Subdivision", prepared by Steven Lloyd Waggoner, Registered Land Surveyor and recorded in the Plat Slide 3147, Henderson County Registry, and

WHEREAS, DECLARANT desires to subject all Lots within the Subdivision to certain limitations, restrictions, and uses for the purpose of protecting the value and desirability of such Lots within the Subdivision.

NOW, THEREFORE, DECLARANT hereby declares that all of the property located within the Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Lot Use And Building Type. No Lot in the Subdivision shall be used for any purpose other than single family residence purposes, with only one (1) single family residential dwelling to be erected or permitted to remain upon any Lot. No temporary residence or guest house shall be constructed on any such Lot. No outbuilding shall be erected on any Lot unless same is incidental to the residential use of said Lot. No garage shall be constructed except for the purpose of serving the residential unit on such Lot and same shall be intended to serve not more than three (3) motor vehicles . No mobile homes, as that term is hereinafter defined, shall be permitted to be erected upon any Lot, but modular homes and prefabricated dwellings may be erected on a Lot , subject to

the provisions hereof and in particular, the provisions of Article 6 hereinbelow. For purposes hereof, a modular or prefabricated home, which shall be permitted pursuant to these Restrictions, shall mean and include only "off-frame" modular homes built in accordance with the building codes of the State Of North Carolina and other applicable building codes and shall not include mobile or manufactured homes, i.e. homes constructed according to Housing And Urban Development codes and regulations and built on steel chassis. Rather, such homes shall be constructed such that the foundation work shall be completed on the site and the home lifted by crane or other similar manner to be set on the foundation. Nothing contained herein shall prevent DECLARANT from temporarily storing all or a portion of any such modular structure on another Lot , prior to placing same on such foundation. Further, DECLARANT reserves the right to temporarily block roadways within the Subdivision in the course of constructing such structures, provided such blockage or obstruction shall be as limited in duration as reasonably possible. Each dwelling unit must have a minimum of one thousand two hundred(1,200) square feet of heated living space, exclusive of garages, patios, and porches unless it shall consist of two (2) stories in height, in which event it shall have a minimum of one thousand hundred (1,000) square feet of heated living space on the ground floor and a total minimum square feet of heated living space of one thousand five hundred (1,500) square

feet. No building shall exceed two (2) stories in height, exclusive of basement.

No trailer, tent, shack, or outbuilding erected or located on any Lot shall at any time be used as a residence, temporarily or permanently.

No asbestos shingles shall be used on any exterior wall and no metal roofing, except copper, shall be used in any residential construction without the express prior written approval of DECLARANT; provided that prior to using copper, any Lot owner must submit a sample of same to DECLARANT for approval, which approval shall not be unreasonably withheld. Any exterior wall more than eighteen (18") inches above grade and visible from Christie lane that is made of concrete blocks, split face concrete blocks, cinder blocks, or similar block construction shall be veneered with brick, or rock. Only new material may be used on the exterior of any structure or in any location visible therefrom.

No privies, outdoor toilets, or outdoor lavatories will be permitted.

2. Lot Use. No commercial or other activity or trade or business may be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property owners, provided that nothing contained herein shall prevent a Lot owner from engaging in a customary incidental home occupation, i.e., a use conducted entirely within the dwelling and carried on by the occupants thereof, which is clearly

incidental to the use of the dwelling for residential purposes and does not change the character thereof. No Lot may be used for purposes of right of way, driveway or roadway to other lots of adjoining property without the express prior written approval of DECLARANT.

3. Setback Lines. No building, including, without limitation, any garage, carport, or porch, shall be located nearer to the center line of any right of way than forty feet (40'), whether said right of way line be the line on which such building fronts or the side street line, nor shall any building be located nearer than five feet (5') from any side or rear Lot line. For purposes of this paragraph, eaves and steps shall not be considered as a part of the building or structure, but garages, carports or open or enclosed porches shall be considered as a part of the building or structure. For purposes hereof, when two (2) or more adjoining Lots are owned by the same person or persons, said Lots shall be treated as one Lot for purposes of this Paragraph except that this sentence shall cease to be applicable at such time as said Lots are no longer owned by the same person or persons, except that any structure previously constructed on any said Lots shall not thereafter be deemed to be in violation of this Paragraph thereby.

4. Signs. No signs or other advertising of any kind or character shall be erected, maintained or displayed on any Lot. Notwithstanding the foregoing, one (1) sign having a surface area

not in excess of four square feet (4') advertising the property for sale or rent and signs used by a builder or DECLARANT to advertise the property during construction and sales are permitted, as well as signs located in areas designated for such on the Plat or approved by the DECLARANT at the entrance(s) to the Subdivision showing the location thereof.

5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of one (1) ton load capacity shall be parked or permitted to remain on any Lot, except for the purpose of providing periodic services to such Lot and for the purposes of delivering or removing furniture or other articles of substantial size. No wrecked or junked motor vehicle or vehicles without current license plates and registration shall be permitted to remain upon any Lot. No travel trailer, camper, or the like recreational vehicle, boat, or the like shall be permitted to remain upon any Lot unless it contains current license plates and registration. No antennas exceeding seven feet (7') in height above the highest point of any structure shall be allowed to remain on the top of any such structure. No antennas shall be mounted on poles, trees, or any structure other than the residential dwelling constructed on the Lot. Satellite dishes must not exceed twenty-four (24") inches in diameter. No tent, shack or temporary structure shall be erected, placed or maintained upon any

Lot, except as may be used by a builder during the course of construction of the residence on such Lot. Garages and storage sheds shall be consistent in quality and similar appearance and constructed of similar exterior materials to that of the residential units.

No animals, livestock or poultry of any kind shall be raised, breed or kept on any Lot, except that dogs, cats and other common household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided that such household pets are kept under reasonable control of the owner of such residential unit and shall not be allowed to constitute a nuisance to other residents of the Subdivision and shall not be allowed to roam at will within such Subdivision.

No parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept only in sanitary containers in a clean and sanitary condition. No rubbish, trash, garbage or other waste shall be disposed of by incineration but all shall be disposed of by regular disposal by a duly licensed garbage or refuse disposal operator. Nothing contained herein shall prevent the use of composting provided the use of same shall not constitute a nuisance to adjoining property owners.

Each Lot owner shall maintain such Lot in a good and sightly manner and shall cause all grass areas to be mowed as often as possible to maintain same in a reasonably sightly condition.

Exposed, naked earth on any Lot shall not be permitted, except for garden plots and except during such time as construction shall be ongoing and for a reasonable time thereafter to allow the landscaping thereof.

6. Architectural Standards. For so long as DECLARANT, shall own one (1) or more Lots within the Subdivision, prior to the erection, delivery or construction of any residential unit or any structure upon any Lot within the Subdivision, the owner thereof shall submit to DECLARANT drawings, sketches and other information showing the exterior design, materials, colors, and appearance of the proposed structure(s) to be located on any such Lot, and thereafter DECLARANT shall have a period of twenty (20) calendar days from the date of receipt of written application for approval and submission of sufficient information regarding the exterior appearance of such structure, to approve or disapprove the exterior appearance of such structure, which approval may be withheld or denied for failure of such structure to be in harmony with the general surroundings or adjacent structures, because such plans or drawings of such proposed structure are incomplete, or in the event DECLARANT determines, for any reason, that it is in the best interest, welfare and right of any or all of the Subdivision or the owners of Lots therein. In the event DECLARANT shall fail to approve or disapprove such plans or drawings within twenty (20) calendar days of receipt of same, same shall be deemed approved. In the event DECLARANT shall disapprove such plans or drawings

within such time period, the owner of such Lot may cause such plans and specifications to be revised and DECLARANT shall thereafter have an additional twenty (20) calendar days from the date of submission pursuant to the provisions hereinabove to approve or disapprove such plans and specifications.

7. Underground Utilities. All lines, pipes, conduits, and other facilities intended to supply water, electricity, natural gas, cable television, sanitary sewer or septic service, or such other utility service to the residential units located within the Subdivision, shall be constructed, installed and located underground from the power or utility supply pole, except that there may be located above ground one (1) or more electric transformers, telephone pedestals, cable television pedestals, and emergency shutoff valves for natural gas or water.

8. Easements. An easement is hereby established over all road rights of way for the benefit of applicable governmental agencies, public utility companies and public service agencies as shall be necessary for the setting, removing, and reading of meters, replacing, constructing, installing, and maintaining water, sewer and drainage facilities, electrical, telephone, natural gas and cable antenna lines, pipes or conduit, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities. In addition, and not in derogation thereof, easements ten feet (10') in width are reserved, five (5') feet on either side of a centerline of which shall be all Lot lines

for the construction, installation, and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities and for drainage facilities and there is hereby reserved unto DECLARANT or her successors or assigns the right and privilege to grant, bargain, sell and convey unto such; provided, however, that where two (2) or more adjoining Lots are owned by the same person or persons, no such easements are reserved along the interior Lot lines, except that same shall be automatically reserved and attached to such interior Lot lines at such time as any such Lots are no longer owned by the same person or persons.

9. Duration And Amendment. These Restrictive Covenants shall run with and bind the Lots within the Subdivision and all persons claiming under them for a period of fifty (50) years from the date same are recorded, following which they shall be automatically extended for successive periods of five (5) years each, unless an instrument is recorded signed by the owners of not less than seventy five percent (75%) of the Lots within the Subdivision. Furthermore, these Restrictive Covenants may be amended in full or in part at any time by an instrument signed by not less than seventy five percent (75%) of the owners of the Lots within the Subdivision; provided that no such amendment shall be effective unless consented to thereby by DECLARANT for so long as DECLARANT shall own one (1) or more Lots within the Subdivision. To be effective, an amendment or termination must be recorded in the

office of the Register of Deeds of Henderson County, North Carolina.

10. Subdivision of Lots. No Lot within the Subdivision may be further subdivided unless such Subdivision shall be approved by DECLARANT so long as same shall own one (1) or more Lots within the Subdivision and thereafter, no Lots shall be further subdivided. The provisions hereof shall be intended to allow for the recombination or resubdivision of Lots in the Subdivision including the increase of the size of such Lots by such recombination such as the recombination of three (3) Lots into (2) Lots as needed for reasons of topography, septic system placement, protection of trees and the location of streams as well as any other reasonable consideration of DECLARANT. Subject only to applicable governmental regulation, DECLARANT, in her sole discretion, may alter the size of any Lot or Lots remaining unsold, and may alter the location of any such Lot line or lines. Any and all powers granted or reserved herein to DECLARANT may be assigned in whole, or in part, by DECLARANT to an entity or person who shall have purchased the majority of the then unsold Lots in the Subdivision. Either DECLARANT, or such assignee, may at any time hereinafter, assign any or all such powers to the Homeowner's Association referred to hereinafter.

11. Enforcement. In the event that any of the owners of the Lots within the Subdivision, or their heirs, successors or assigns,

shall violate or attempt to violate any limitations, restrictions, reservations, covenants or conditions contained herein, then any person or persons owning a Lot or Lots within the Subdivision shall be entitled to prosecute proceedings at law or in equity against such person or persons violating or attempting to violate any such limitations, restrictions, reservations, covenants or conditions contained herein, or to recover damages or other expenses for such violation and any other violations that may have occurred. In such event, the prevailing party shall be entitled to recover against the offending party, reasonable attorney's fees whether suit is instituted or not.

Invalidation of any of the limitations, restrictions, reservations, covenants or conditions shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

12. Waiver. Notwithstanding anything to the contrary contained herein, DECLARANT may, upon reasonable request of any purchaser or any prospective purchaser of a Lot within the Subdivision, be entitled, but not obligated, to waive any other provisions hereof. Waiver by DECLARANT with respect any Lot of any of the provisions hereof shall not be deemed to be waiver of such provision with respect to any other Lot nor shall it be deemed to be waiver of any other provisions not specifically indicated with respect to such Lot. Waiver shall be effective only upon waiver

duly executed by DECLARANT recorded in the Henderson County Registry

13. Maintenance Of Roads, Signs, And Sign Areas. Until such time as all roads within the Subdivision shall be accepted by the North Carolina Department Of Transportation for maintenance, if ever, any roads, or a portion thereof, not so accepted, (together with, but not limited to roadway maintenance, including maintenance of shoulders, sign maintenance, and sign area maintenance,) shall be maintained by the owners of the Lots and each owner of a Lot within the Subdivision shall pay its proportionate share of the costs of maintaining such roads or portion thereof except that, notwithstanding anything to the contrary herein, DECLARANT shall have no obligation to contribute to or participate in such maintenance and, in the event that DECLARANT shall elect to so contribute or participate in such, then any such action by DECLARANT shall be deemed voluntary and shall create no further obligation therefor. Such proportionate share shall be determined by multiplying a fraction, the numerator of which shall be the number of Lots owned by each such owner responsible for maintenance of such road, and the denominator of which shall be the number of Lots within the Subdivision responsible for maintenance of such road, times the cost of such maintenance. For purposes hereof, (i) the owners of Lots One (1) through five (5) shall be responsible for payment of their proportionate share of the maintenance of Christie Lane, (ii) the owners of Lots Six (6) and seven (7) shall

be responsible for payment of their proportionate share of maintenance of that forty-five (45') foot right of way across Lot 6, and (iii) the owner of Lots Nine (9) and Ten (10) shall be responsible for their proportionate share of maintenance of the right of way leading from Beddingfield Drive (SR 1288) to such Lots. The sole and exclusive access to Lot Five (5) shall be over and across Christie Lane and the owners of Lot Five (5) shall not be entitled to use that right of way designated on the Plat as "45'" Drive R/W Across Lot #6." DECLARANT reserves the right to adjust, alter, modify or amend the location of any road rights of way within the subdivision, provided that in so doing DECLARANT shall not deny access to any Lot or Lots previously conveyed and DECLARANT shall alter or modify the location of such right of way over and across any Lot or Lots previously conveyed.

14 HomeOwners Association. The Owners of a majority of the Lots may, at any time hereinafter, elect to form a corporation pursuant to the Non Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as a homeowners association for the Subdivision. Its purposes shall be to own, manage, maintain, and operate the roads and/or rights of way, sign areas and any such other areas as may be conveyed to such homeowners association by DECLARANT. Each owner of a Lot within the Subdivision shall be a member of the Corporation.

The owners of the Lots, by their acceptance of Deeds to a Lot, covenant and agree with respect to the Corporation that for so long

as each is an owner of a Lot within the Subdivision, such owner will perform any and all acts necessary to remain in good and current standing as a member of the Corporation, that each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot and that any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles Of Incorporation, or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the owner of the Lot at the time the assessment falls due.

The Corporation shall have one (1) class of members who shall be all owners. Each member shall be entitled to one (1) vote for each Lot shown on the plat referred to in Exhibit A as originally platted; provided, that in the event that two (2) or more Lots are recombined and/or resubdivided as described in Article 10, the votes of said lots shall be equitably prorated between such Lot owners. When more than one (1) 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 (1) vote or any fraction of a vote be cast with respect to any Lot except as described in the immediately preceding sentence.

The management and administration of the property deeded to the Corporation shall be the sole right and responsibility of the Corporation and shall be carried out in accordance with the terms

and conditions of these Restrictions, the Articles Of Incorporation Of Incorporation, and the Bylaws of the Corporation, but may be delegated or contracted to managers or management services. The Corporation shall initially and at all times during which the DECLARANT (or his assignee as described in Article 10), owns a Lot in the Subdivision, have a Board of Directors consisting of three members, two (2) of which shall be appointed by DECLARANT with the remaining member to be elected by the remaining owners of Lots within the Subdivision. DECLARANT, or his assignee, may at any time prior to selling all of the Lots within the Subdivision, elect to waive the right to appoint such Directors, in which event, all such Directors shall be elected by the owner of the Lots, including DECLARANT, in accordance with this Article.

The Corporation shall be specifically authorized to expend such amounts as are necessary in operating, administering, managing, repairing, replacing and improving such areas of the Subdivision as shall be deeded to the Corporation by DECLARANT, and insuring such areas, any and all other amounts reasonably expended by the Corporation for legal, accounting and tax return preparation, engineering, architectural fees, performing functions delegated to the Corporation by these Restrictions and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles Of Incorporation or the Bylaws. Such amount shall also include all taxes and special assessments, if any, which may be levied from time to time by any governmental

authority with respect to the areas deeded to the Corporation within the Subdivision.

By acceptance of a Deed to a Lot in the Subdivision, each owner of such Lot covenants and agrees to pay to the Corporation annual general assessments or charges as provided herein, which annual general assessments, together with interest, costs and reasonable attorney fees, subject to provisions hereof, shall be continuing a lien upon the property against which such assessment is made. Furthermore, each such assessment, together with interest, cost and reasonable attorney's fees, shall also be a personal obligation of the person who was the owner of the Lot at the time the assessment fell due but such personal obligation for delinquent assessments shall not pass to a successor in title to a Lot, unless expressly assumed by them but, subject to the provisions of this Declaration, such delinquent assessment shall continue to be a lien upon a Lot.

The initial general assessment shall be fixed by the Board Of Directors of the Corporation on or prior to June 1 of the first year of the existence of said Non Profit Corporation and shall be due and payable within thirty (30) days of notice to each such Lot owner of the amount. Thereafter, the Board of Directors may fix the annual general assessment, on or before June 1 of each year, in an amount not in excess of one hundred ten percent (110%) of the amount of the assessment for the previous year except that the maximum annual general assessment may be increased by an amount

greater than ten percent (10%) of the assessment of the previous year provided the proposed increased is approved by a vote of fifty-one percent (51%) of the members voting in person or by proxy at a meeting duly called for such purpose.

Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

The Corporation shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Corporation as to the status of the assessments on any Lot is binding upon the Corporation as of the date of its issuance.

Special assessments may be levied against the Lots on such terms as provided by the Board of Directors or the members of the Corporation. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots, in the event the owner of a Lot fails to comply with the provisions of these Restrictions and the Corporation elects to perform such task or remedy such matter and levy the cost of such performance against

the owner of such Lot and such Lot as a special assessment. Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, cost of collection, court costs, and reasonable attorney's fees, shall constitute a lien against the Lot upon which assessment is levied. The Corporation may record notice of same in the office of Clerk of Superior Court of Henderson County or file suit to collect such delinquent assessments and charges. The Corporation may also file a Notice Of Lis Pendens, or bring an action at law against the owner of such Lot personally obligated to pay the same. No owner may waive or otherwise escape liability for assessments provided for herein.

15. Cemetery. Lots Two (2) and Four (4) shall be conveyed subject to such rights of others to use that road designated on the Plat as "Drive to Cemetery" for purposes of access to that area located on the Plat and designated "Beddingfield Cemetery."

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed in its corporate name, by its duly authorized officers, all with the authority of the Board of Directors, the day and year first above written.

Steve Cannon
STEVE CANNON, owner
Charles G. Stephens
Charles G. Stephens, owner
Brynn S. Stephens
Brynn S. Stephens, owner

DECLARANT:

Debra Thomas (SEAL)
DEBRA THOMAS

k/mydoc/civil/svrescv

Jack Charles Strickland 19
Jack Charles Strickland, owner

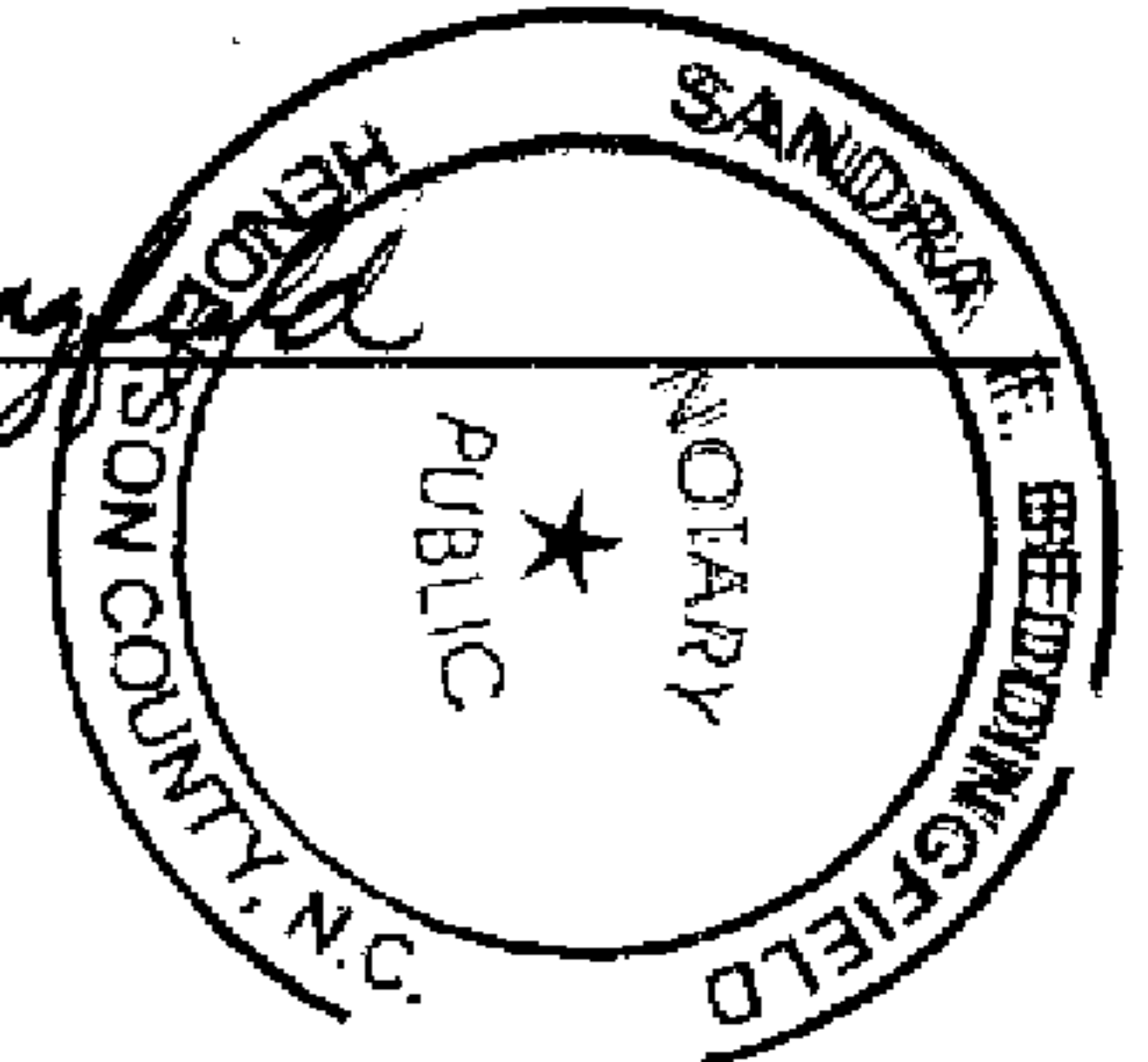
Karen Lynda Strickland
Karen Lynda Strickland, owner

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Sandra F. Beddingfield, do hereby certify that DEBRA THOMAS, DECLARANT, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official seal, this 28th day of September, 2006.

My Commission Expires: 8-10-2008

Sandra F. Beddingfield
Notary Public

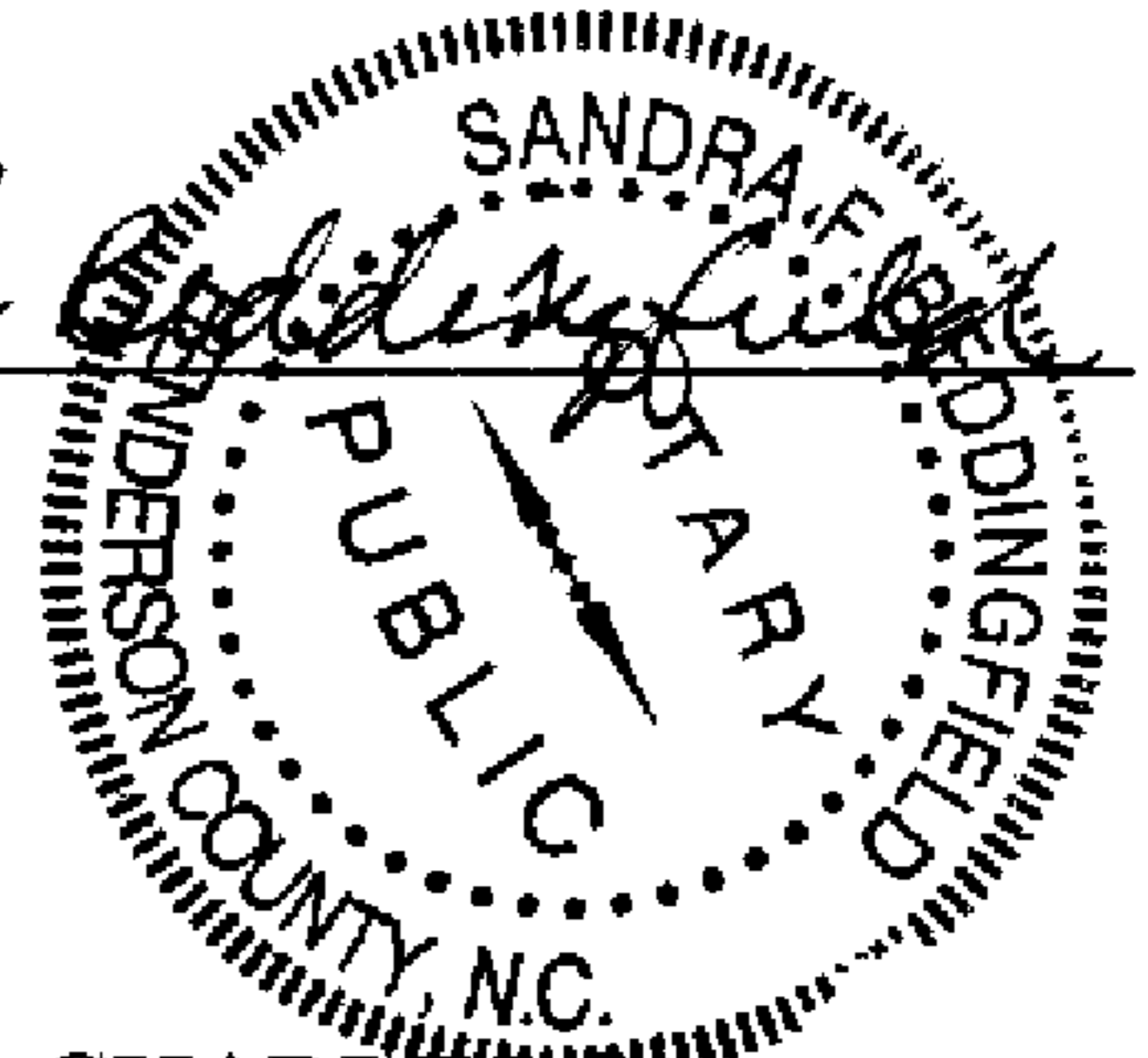


STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Sandra F. Beddingfield, do hereby certify that STEVE CANNON, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official seal, this 5th day of ~~September~~ October, 2006.

My Commission Expires: 8-10-2008

Sandra F. Beddingfield
Notary Public

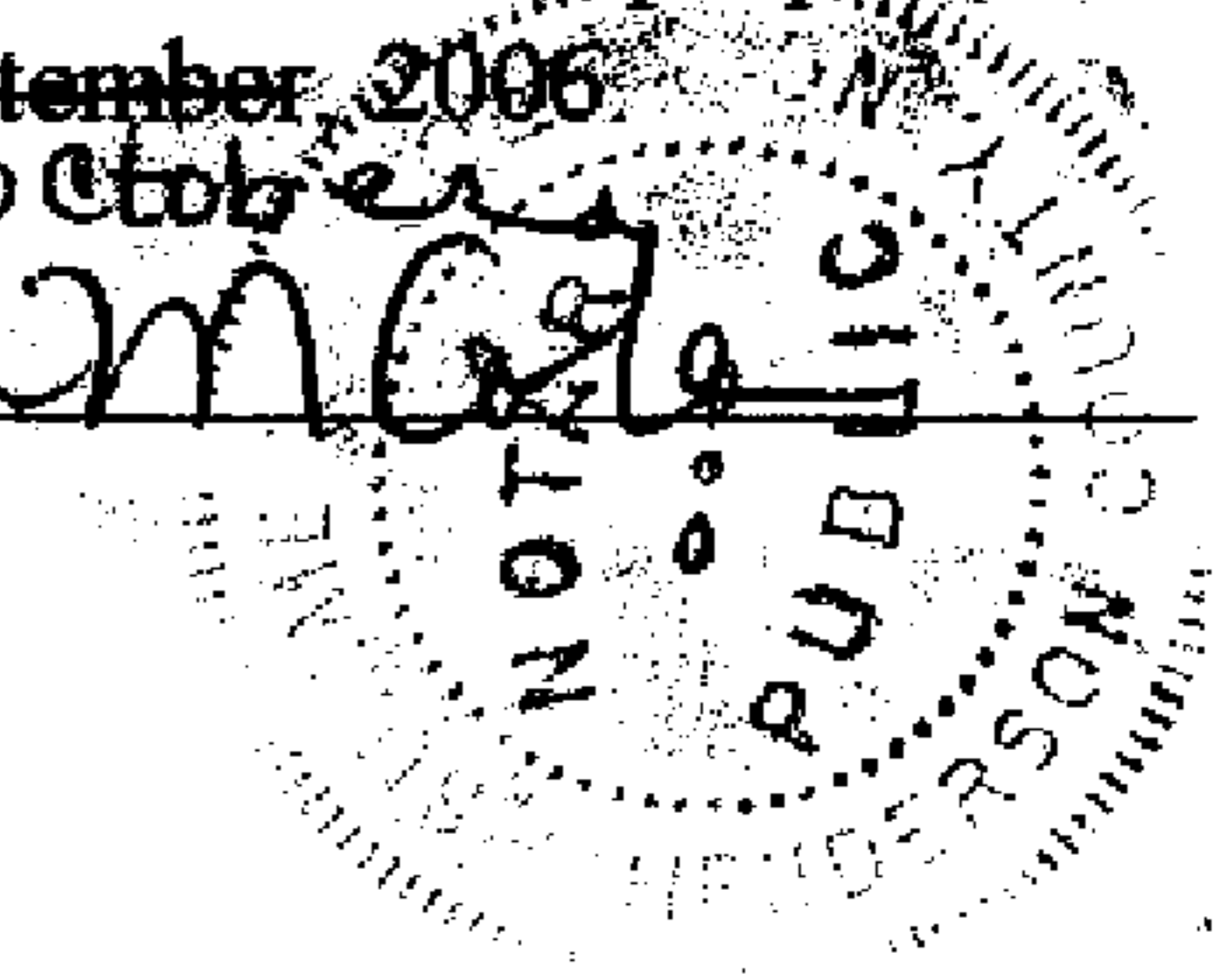


STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Summer M Cole, do hereby certify that CHARLES G. STEPHENS and wife, BRYNN S. STEPHENS, who is known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official seal, this 6th day of ~~September~~ October, 2006.

My Commission Expires: 12/15/2010

Summer M Cole
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Sandra F. Beddingfield, do hereby certify that JACK CHARLES STRICKLAND and wife, KAREN LYNDA STRICKLAND, who is known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official seal, this 5th day of ~~September~~ October, 2006.

My Commission Expires: 8-10-2008

Sandra F. Beddingfield
Notary Public

