

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

RECORDED AND VERIFIED
MAR. GUE COLE
REGISTER OF DEEDS
NEW HANOVER CO. NC.

DECLARATION OF CONDOMINIUM
PURSUANT TO CHAPTER 47C OF THE
NORTH CAROLINA GENERAL STATUTES

'94 NOV 9 PM 2 10

000064

FOR

210 NORTH FRONT STREET CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this the 8th day of November, 1994, by **MURRAY WILLIAM GRAHAM and wife, SOPHIA V. ALMA-GRAHAM**, of New Hanover County, North Carolina, hereinafter called "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property located in New Hanover County, North Carolina, which is described in Exhibit "A" attached hereto and fully incorporated herein by reference; and

THAT WHEREAS, the Declarant has re-constructed on said real property a building suitable for mixed commercial and residential use which is more particularly described hereinafter, and which the Declarant desires to submit to condominium ownership under the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes;

NOW, THEREFORE, the Declarant does hereby submit the real property and improvements located thereon to unit ownership under the North Carolina Condominium Act, Chapter 47C of the General Statutes of North Carolina, and which shall hereafter be named and known as **210 North Front Street Condominium**, hereinafter referred to as the condominium project, plats and plans of which are recorded in Condominium Plat Book 10 at Page 303-306 in the office of the Register of Deeds of New Hanover County, North Carolina, and which shall hereafter be subject to the following covenants, conditions, restrictions, easements, limitations and obligations of condominium ownership in furtherance of the plan for conversion of said property to ownership as a condominium facility.

**ARTICLE I
DEFINITIONS**

A. All definitions as applicable to the nature and scope of this condominium project contained in Section 47C-1-103 of the North Carolina Condominium Act are fully incorporated herein by reference.

B. In addition to the statutory definitions, certain terms in this declaration of condominium shall be defined as follows:

1. "Act" means the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.

2. "Allocated interest" means the percentage of each unit owner's undivided interest in the common elements, the common expense liability, and votes in the association as set out in Exhibit "B" attached hereto and fully incorporated herein by reference. This percentage is based upon the relation that the total volume in square feet of each unit bears to the aggregate square feet contained in all units in the condominium project as of the date of this declaration.

3. "Association" means 210 North Front Street Condominium Owners' Association which is a non-profit, unincorporated association of all owners of an interest in a unit of the condominium project.

4. "Assessment" means a share of the funds required for payment of common expenses of the condominium project which

351400

RETURNED TO Richard S. Owens III

from time to time is levied against each unit owner by the Association.

5. "Building" means the residential structure currently existing, and as modified pursuant to the plans for this project, on the real property described above and personal property attached thereto as fixtures intended for use in connection with the condominium project, and as more particularly described in the plans and plats filed in Condominium Plat Book 10 at Page 303-306 in the New Hanover County Registry.

6. "By-laws" means the rules and regulations adopted by the Association for the governance and administration of the condominium project.

7. "Common elements" means, generally, the portions of the condominium project owned jointly (in common) by all owners of an interest in a condominium unit, including structural components of the building, the land upon which the building is located, and all easements and rights appurtenant to the land on which the building is located. Common elements and facilities shall consist of all the real property herein described and its improvements, fixtures, attachments and facilities which are not "units" as defined herein, and which are not items of personal property owned, held or maintained by a unit owner. Common elements, some of which may have the character of limited common elements, include, without limitation as to scope, the following:

(a) All foundations, columns, girders, beams, supports, cellar or crawl space, exterior walls, interior load bearing walls, and roof of the building;

(b) All stairways, stairwells, halls, passageways, cellar or basement storage areas, porches and front and rear exits and entrances giving access to the building.

(c) All installations for the provision of utility services to the condominium project and the easements therefore.

(d) All tanks, pumps, motors, fans, compressors and control equipment existing for common use.

8. "Condominium project" or "Project" means the entire proposed development consisting of all the land, the building and other common elements, limited common elements and amenities associated with it as more specifically set forth herein.

9. "Declarant" means any person or group of persons acting in concert who (i) as part of a common promotional plan offers to dispose of his or its interest in a unit not previously disposed of, or (ii) reserves or succeeds to any special declarant right as defined in the Act.

10. "Executive board" means the body of persons owning an interest in a condominium unit which is designated to act on behalf of the association.

11. "Limited common elements" means those common areas and facilities which are reserved for the use of a certain unit or units to the exclusion of other units as shown on the plats and plans recorded with this Declaration. Limited common elements include:

(a) All appliances and plumbing and electrical fixtures within a unit, and the heating and air conditioning machinery and compressors servicing each unit, including compressors on the roof of the building.

(b) The two off-street parking areas at the rear (Eastern) end of the building are limited common elements

allocated exclusively to the Studio Unit and to Retail Unit #212, subject to rights of entry of all unit owners.

12. "Unit" or "Condominium unit" means a physical portion of condominium project designated for separate ownership or occupancy. The enclosed space of each unit shall be bounded by the interior surface material of its perimeter walls, ceilings and floors. Each unit is defined to include:

- (a) all non-load bearing partition walls located entirely within the enclosed space;
- (b) all interior finished surfaces of the perimeter walls and ceilings;
- (c) all carpet, vinyl, wood floor or other decorative floor covering;
- (d) all windows, window frames, exterior doors, and exterior door frames;
- (e) all appliances, plumbing and electrical fixtures, heating and air conditioning equipment and accompanying ducts and components which are separate to each unit;
- (f) all wires, ducts, pipes, lines and other facilities for the furnishing of utility services located within the above defined enclosed space, but specifically excluding all wires, ducts, pipes and other facilities which lie within the above defined enclosed space but which are for the common use of one or more other units of the project.

13. "Unit designation" means the letter, number or name used to identify each of the 7 condominium units in the project and which are briefly described as set forth in Exhibit "B".

14. "Retail" or "commercial" means the two units located on the first floor of the building which shall be used and occupied for sale to the general public of goods not manufactured on the premises.

ARTICLE II NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

- A. Nature of interest. Every unit with its undivided interest in the common elements of the condominium project shall be treated as a separate parcel of real property with all the legal incidents appurtenant thereto. Each unit may be individually conveyed, leased and encumbered, and may be inherited or devised by will as if it were solely and entirely independent of the other units in the condominium project. Each unit may be owned by more than one person in any manner of joint tenancy authorized by law.
- B. Subdivision of units. No unit may be divided or subdivided into a smaller unit or units, nor shall any unit or portion of a unit be added to or incorporated into any other unit without, in either case, written approval from the Executive board of the Association.
- C. Alteration of units. A unit owner may make improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium project. A unit owner may not change the appearance of the common elements or the exterior appearance of a unit or any other portion of the condominium without written approval from the Executive board of the Association.
- D. Partition. The common elements of the condominium project shall remain undivided interest, and no unit owner or any other person shall bring an action for partition or division of any part thereof, unless the property has been lawfully removed from the provisions of the Act.
- E. Transfer of common elements. The undivided interest of a

unit owner in the common elements and limited common elements of the condominium project shall not be conveyed, encumbered, or otherwise separated from the unit to which it belongs, but shall be conveyed only with conveyance of the unit to which it belongs. Provided, however, that the Association may convey or encumber portions of the common elements (but not limited common elements) if persons entitled to at least eighty (80%) percent of the votes of the Association agree to that action.

F. Taxes. Each unit and its percentage of undivided interest in the common elements of the condominium project shall be a separate parcel and shall be separately assessed and taxed for all types of taxes authorized by law, including, but not limited to, ad valorem taxation and special improvement assessments. Each unit owner shall be liable for payment of taxes assessed on his unit only, and shall not be affected by the consequences resulting from tax delinquency of other unit owners. Neither the entire building nor any of the common elements shall be deemed to be a separate parcel for purposes of taxation.

ARTICLE III RESTRICTIONS UPON USE

A. Commercial retail use. The two units on the first floor shall be used and occupied, by an owner or lessee, only for sale to the general public of goods not manufactured on the premises.

B. Residential use. Each unit above the first floor shall be used for single-family, residential purposes only, and such use or occupancy limitation shall apply to persons in possession of a residential unit under lease or permission of the unit owner.

C. Lawful use. No unlawful, immoral, offensive, or noxious use shall be made of any unit or of the common elements, and all applicable laws, ordinances and regulations of governmental authorities shall be observed.

D. Nuisance. No owner or occupant of a unit shall permit or suffer anything to be done or kept in or upon a unit, or its common elements, which will increase the rate of insurance on the unit, or which will obstruct or interfere with the rights of other occupants of units and common elements, or annoy or embarrass them, nor shall anyone undertake any use or practice which may constitute a nuisance to any other owner or occupant of a unit, or which may interfere with the peaceful possession and proper use of any other unit or the common elements.

E. Association authority. The Association may adopt reasonable restrictions upon use of the condominium property in its By-laws or by Rules and Regulations established by the Executive board. These additional restrictions upon use of the condominium property, duly adopted, shall have the same force and effect as the restrictions contained in this Declaration. In event of conflict between Rules and Regulations and provisions of this Declaration, the Declaration shall prevail.

ARTICLE IV EASEMENTS

A. Encroachments. In the event that, by reason of construction, reconstruction, rehabilitation, alteration or improvement, any part of the building or of the common elements or of a unit encroaches upon any part of any other unit or common element, then an easement for the continued existence and maintenance of such encroachment is hereby declared and granted, and shall continue for so long as such encroachment exists; provided that in no event shall an easement for such encroachment be created if it is detrimental to, or interferes with, the reasonable use and enjoyment of the common elements or units so encroached upon.

B. Through walls and foundations. Easements are hereby declared and granted to the Association and to such persons hired by the Association to install, lay, maintain, repair and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other

utility installations and structural components running through the walls and foundations of the units, whether or not such walls or foundations lie in whole or in part within the boundaries of any unit.

C. Right of entry. Whenever and wherever the Association or its designated agent is reasonably required in the ordinary course of maintenance, repair or construction, or in emergency, to enter into or upon a unit or its appurtenant common elements, an easement for such entry for the purposes of maintenance, repair, construction, or abatement of hazard is hereby declared and granted.

D. Grant of easements. The Executive board may grant or assume easements for the benefit of the condominium property for utility purposes, such as construction or repair of water lines; sewage disposal; gas lines; electrical, telephone and television lines and equipment under, along and on any portion of the units or common elements. Each unit owner hereby grants to the executive board an irrevocable power of attorney to execute, acknowledge and record for or in the name of the Association or each unit owner such instruments as may be reasonably necessary to effectuate the foregoing easement rights.

ARTICLE V MANAGEMENT

A. Association of owners. A unit owners' association shall be organized when the first unit in the condominium project is conveyed; it shall be organized as a non-profit, unincorporated association; it shall be operated and managed so as to be in compliance with Internal Revenue Service regulations applicable to non-profit corporations; and it shall be named 210 North Front Street Condominium Owners' Association. The membership of the association shall consist exclusively of all the unit owners.

B. Right of declarant to control management. The declarant hereby reserves the right to appoint officers and members of the executive board pursuant to Section 47C-3-103 of the Act.

The declarant's right to control the association shall be diminished: (i) upon conveyance of twenty five percent (25%) of the units, and within 60 days of that event, not less than twenty five percent (25%) of the members of the executive board shall be elected by unit owners other than the declarant; (ii) upon conveyance of fifty percent (50%) of the units, and within 60 days of that event, not less than thirty three percent (33%) of the members of the executive board shall be elected by unit owners other than the declarant.

The declarant's right to control the association shall terminate no later than the earlier of: (i) 120 days after conveyance of seventy five percent (75%) of the units to unit owners other than the declarant; (ii) two years after all declarants have ceased to offer units for sale in the ordinary course of business; or (iii) two years after any development right to add new units was last exercised.

The declarant's control of the association may be for a stated period of time, not to exceed the limitations in the Act, or the declarant may surrender the right to control the association, but in doing so may require for the stated duration of declarant control that actions of the association or executive board, as specified in the By-Laws, shall be approved by the declarant before those actions become effective.

C. Powers of owners' association. The Association shall have all powers granted to unit owners' associations in Section 47C-3-102 of the Act.

D. By-laws. The Association shall operate pursuant to By-laws adopted by its members which shall provide for the matters stated in Section 47C-3-106 of the Act, not inconsistent with the provisions of this Declaration of condominium.

E. Executive board. The business of the association shall be conducted by an Executive board which shall consist of not less than three (3) persons, at least a majority of whom must be owners of an interest in the condominium project. The members of the Executive

board shall be elected by a majority vote of the owners of an interest in the condominium project. The Executive board members shall take office upon election. The initial board shall consist of three (3) members.

F. Officers. The members of the Executive board shall elect officers, whose duty is to implement the policies of the executive board in the actual management and day to day business of the condominium project. The Officers shall take office upon election.

G. Budget. Within thirty (30) days after organization of the unit owners' association, the Executive board shall provide a summary of budget for the condominium project to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing or personal delivery of the summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the owners of an interest in the condominium project rejects the budget. If a proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive board.

H. Meetings. The Association members must meet at least once each year. Special meetings of the Association may be called by the presiding officer of the Association (as specified in the By-laws), by a majority of the Executive board, or by unit owners having twenty (20%) percent of the votes in the Association. Notice of meeting and notice of the purpose of the meeting shall be given in the manner required by Section 47C-3-108 of the Act.

I. Association records. The Association shall keep financial records sufficiently detailed to enable the association to comply minimum acceptable accounting principles, and shall keep written minutes of all meetings of the Association and the Executive Board. Such records shall be made reasonably available for examination by any unit owner and his authorized agents.

ARTICLE VI ASSESSMENTS

A. Assessments for common expenses. Each unit owner is required to contribute to payment of common expenses of the condominium project according to their allocated percentage of undivided interest set forth in Exhibit B. No unit owner is exempt from contributing to assessments for common expenses, nor may such assessments be offset by waiver of use or enjoyment of common elements and facilities, or by abandonment of the unit belonging to him. The declarant shall be required to pay assessments which are levied by the association against units owned by the declarant. The amount of annual unit assessment for common expenses is determined by the budget of the Association ratified each year. Assessments shall be due and payable in monthly installments. Unit owners must pay assessments after an assessment is levied and a time for payment is established by the Executive board.

B. Lien for assessments. Any assessment levied against a unit remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that unit when filed of record in the office of the Clerk of Superior Court of New Hanover County, North Carolina, in the manner provided for enforcement of liens by Article 8 of Chapter 44, and as provided in Section 47C-3-116 of the Act.

C. Expenses of less than all units. Any common expense associated with the maintenance, repair, or replacement of a limited common element, or benefiting fewer than all of the units, must be assessed against the unit to which that limited common element is assigned or to such unit benefited.

D. Surplus funds. If, at the end of each fiscal year, the association has any surplus funds remaining after payment of or provisions for common expenses and the prepayment of capital reserves, such funds may be distributed as the Executive board decides: (i) to unit owners according to his allocated interest; or

- (ii) credited to them to reduce future common expense assessments; or (iii) to improvements or amenities for the benefit of the entire condominium project.

ARTICLE VII MAINTENANCE

A. By the association. The Association is responsible for causing the common elements to be maintained, repaired, and replaced when necessary, and to assess the unit owners as necessary to recover the costs of such work.

B. By unit owners. Each unit owner is responsible for maintenance and repair of his unit and his unit's limited common elements, including all appliances, electrical and plumbing fixtures within the unit area, and the unit's heating and air conditioning motors and compressors within the unit area and on the building roof. Each unit owner must maintain his unit and its limited common elements in a good and clean condition at all times. If damage is caused to any common element, for which a unit owner is legally responsible, the Association may itself repair such damage and collect the cost of repair from the responsible unit owner, or may require the responsible unit owner to repair and to pay for repair of such damage.

ARTICLE VIII INSURANCE

A. Casualty insurance. Beginning no later than the time of the first conveyance of a unit in the condominium project, the Association shall maintain insurance upon the property for the benefit of all unit owners and their mortgagees as required by Section 47C-3-113 of the Act, and provide for the premiums to be paid as a common expense. Such policy or policies shall make provision for the issuance of certificates of insurance or mortgagee endorsements to the mortgagees of unit owners.

B. Flood insurance. If any part of the condominium project is located in a special flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a master policy of flood insurance and provide for the premiums to be paid as a common expense.

C. Other insurance. The Association may procure such other insurance as it from time to time deems appropriate to protect the Association or the unit owners from specified loss or liability, and provide for the premiums to be paid as a common expense.

D. Insurance by unit owners. Each unit owner may obtain insurance, at his own expense, covering for contents of his unit and such other personal coverage as he may desire.

E. Casualty damage. If all or any part of the condominium project shall be damaged or destroyed, the same shall be repaired, replaced or abandoned, and proceeds of insurance shall be used, applied or disbursed in accordance with the provisions of Section 47C-3-113 of the Act.

F. Reconstruction plans and specifications. Any reconstruction or repair must be substantially in accordance with the original plans and specifications of the condominium project, unless other plans and specifications are unanimously approved by the unit owners.

G. Insurance trustee. The Association may engage, and pay as a common expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon such terms as it may determine, consistent with the provisions of the Act and of this Declaration of condominium.

ARTICLE IX COMPLIANCE WITH DECLARATION

A. Binding nature of Declaration. The covenants, conditions, obligations and restrictions imposed by this Declaration, by the

By-laws, rules and regulations of the Association, and by all applicable provisions of the Act are intended to, and shall constitute, covenants running with the land and shall be an equitable servitude upon each unit and its appurtenant undivided interest in the common elements and facilities of the condominium project. Each unit owner and his heirs, successors and assigns, shall comply strictly with the provisions of the Declaration, By-laws and rules and regulations now in effect and as hereafter lawfully amended or modified. By accepting the conveyance of title, or by entering into possession of a unit in the condominium project, all persons thereby are conclusively presumed to have knowingly accepted and agreed to comply with all provisions herein.

B. Rights of legal action. The Association shall have a right of action against any unit owners, and any aggrieved unit owner shall have a right of action against the Association, for failure to comply with the provisions of this Declaration, the By-laws and rules, regulations and decisions of the Association made pursuant to authority granted to the Association by this Declaration, the Bylaw, and the Act.

C. Failure to act. The failure of the Association, any unit owner, or any other aggrieved person, to enforce any right or obligation contained in this Declaration, its related documents and the Act shall not constitute a waiver of the right of enforcement thereof in the future.

ARTICLE X MORTGAGEES

A. Rights of lenders. As long as any lender shall hold any mortgage or beneficial interest in a deed of trust upon any unit, such lender shall have the following rights:

1. To approve the company or companies with whom casualty insurance is placed;
2. To examine upon request, at reasonable times and upon reasonable notice, the books and records of the association, and to be furnished at least one copy of the annual audited financial statement of the association furnished by a CPA designated by the association;
3. To be given notice of any default by a unit owner in payment of assessments or charges or of failure to comply with requirements of the Declaration with respect to any unit securing its mortgage;
4. To be given notice of any lapse, cancellation or material modification of any insurance policy maintained by the association;
5. To be given notice of any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage;

B. Request for notice. Any lender which desires the provisions of this Article to be applicable to it must serve written notice of such fact upon the association identifying the condominium unit and unit owner and which shall designate the address and official to which such information shall be given by the association.

ARTICLE XI GENERAL PROVISIONS

A. Amendment. This Declaration may be amended only in strict compliance with Section 47C-2-117 of the Act by affirmative vote of, or a written agreement signed by, unit owners of units to which at least sixty seven percent (67%) of the votes in the Association are allocated. No amendment to the Declaration duly enacted is effective until it is recorded in the office of the Register of Deeds of New Hanover County, North Carolina. No action to challenge the validity of an amendment to the Declaration by the Association may be brought more than one year after that amendment is recorded. The method of amending the By-laws of the Association is stated

in the By-laws.

B. Condemnation. In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the condominium project, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied in accordance with Section 47C-1-107 of the Act.

C. Termination. The condominium may be terminated only in strict compliance with Section 47C-2-118 of the Act.

D. Conflict with Act; severability. Should any provisions of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any part of this Declaration shall not impair or affect the validity and enforceability of the remaining parts of this Declaration.

E. Reserved developmental rights. The Declarant has reserved no future developmental rights to add to or extend the condominium project.

F. Captions. The captions of Articles and paragraphs herein are only for convenience and reference, and do not define, limit or exclusively describe the scope of this Declaration or the intent of any of its provisions.

G. Interpretation. Whenever appropriate herein, the parties shall include their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN TESTIMONY WHEREOF, the Declarant has executed this Declaration in the manner required by law the day and year first above written; and

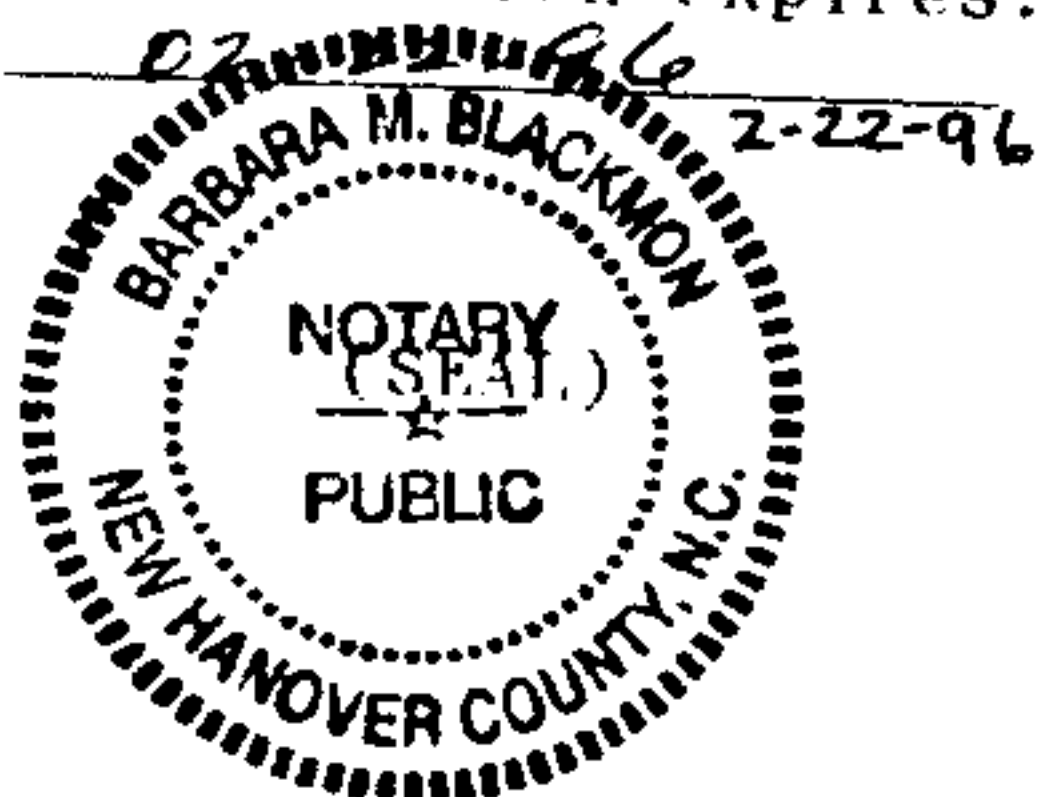
CENTRAL CAROLINA BANK AND TRUST COMPANY and SOUTHLAND ASSOCIATES, INC., Trustee, respectively Beneficiary and Trustee in that certain deed of trust dated January 4, 1993, and recorded in Deed Book 1736 at Page 698 in the New Hanover County Registry, join in the execution of this Declaration of Condominium for the sole purpose of facilitating implementation of its provisions, provided, however, that the property described herein shall remain subject to the lien, its priority and other provisions of the said deed of trust herein described; and

DOWNTOWN AREA REVITALIZATION EFFORT, INC. (DARE, Inc.) and FREDRICK WILLETTS, III, Trustee, respectively Beneficiary and Trustee in that certain deed of trust dated March 15, 1993, and recorded in Deed Book 1650 at Page 414 in the New Hanover County Registry, join in the execution of this Declaration of Condominium for the sole purpose of facilitating implementation of its provisions, provided, however, that the property described herein shall remain subject to the lien, its priority and other provisions of the said deed of trust herein described.

Murray William Graham (SEAL) *Sophia V. Alma-Graham* (SEAL)
MURRAY WILLIAM GRAHAM SOPHIA V. ALMA-GRAHAM
Declarant Declarant

STATE OF NORTH CAROLINA, COUNTY OF NEW HANOVER

I, *Barbara M. Blackmon* a Notary Public for said County and State, certify that MURRAY WILLIAM GRAHAM and wife, SOPHIA V. ALMA-GRAHAM, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 8th day of November, 1994. My commission expires:



Barbara M. Blackmon
Notary Public

CENTRAL CAROLINA BANK AND TRUST COMPANY

By: [Signature]
Sr. Vice President

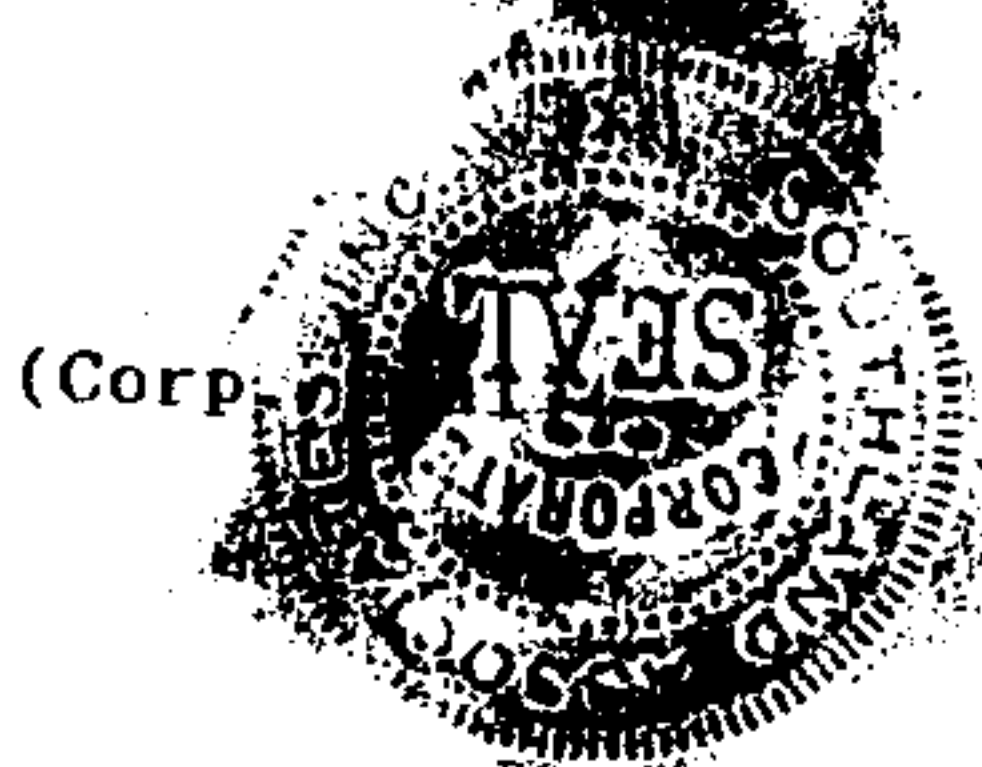
Attest: [Signature]
Asst Secretary



SOUTHLAND ASSOCIATES, INC., Trustee

By: [Signature]
Vice President

Attest: [Signature]
Asst Secretary



STATE OF NORTH CAROLINA, COUNTY OF NEW HANOVER

I, Sharon S. Herring, a Notary Public, do hereby certify that W. Keith Betts, personally appeared before me this day and stated that he/she is the Asst. Secretary of CENTRAL CAROLINA BANK AND TRUST COMPANY, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the corporate name by its Sr. Vice president, sealed with its corporate seal, and attested by him/herself as its Asst. Secretary.

Witness my hand and notarial seal, this the 8 day of

November, 1994.
My commission expires:



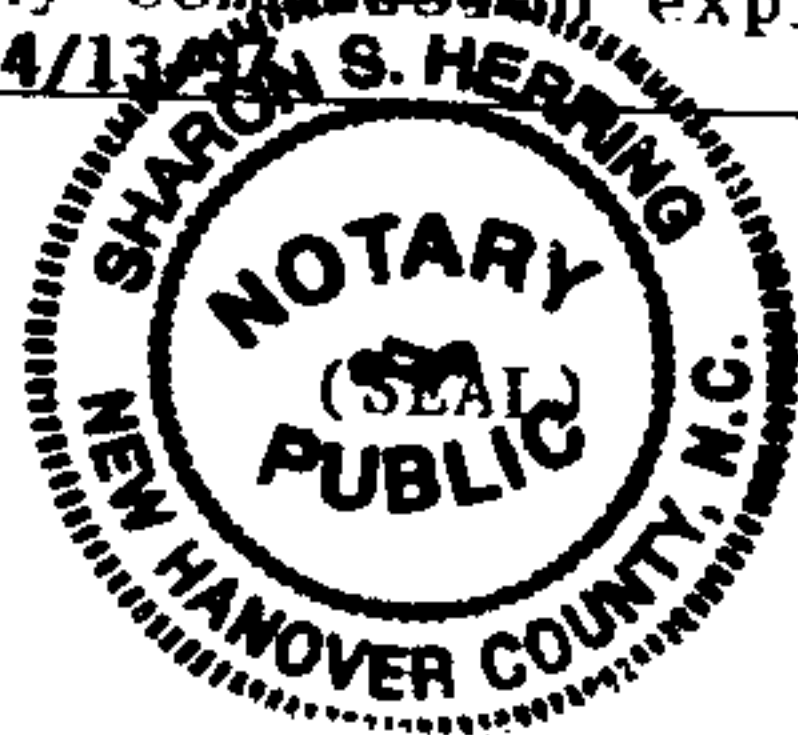
[Signature]
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF NEW HANOVER

I, Sharon S. Herring, a Notary Public, do hereby certify that W. Keith Betts, personally appeared before me this day and stated that he/she is the Asst. Secretary of SOUTHLAND ASSOCIATES, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the corporate name by its Vice president, sealed with its corporate seal, and attested by him/herself as its Asst. Secretary.

Witness my hand and notarial seal, this the 8 day of

November, 1994.
My commission expires:



[Signature]
Notary Public

