

BK 2547 PG 665 - 684

Prepared by & Return to: Robert J. Brown, Jonas Law Firm, PO Box 1594, Denver, NC 28037

**RESTATED DECLARATION OF RESTRICTIVE COVENANTS
FOR DAVIDSON DOWNES, PHASE III
IREDELL COUNTY, NORTH CAROLINA**

KNOW ALL MEN BE THESE PRESENTS that Ray Development, LLC, A North Carolina Limited Liability Company, hereinafter referred to as "Declarant", and Jonathan B. Wally, and wife, Lindsey Wally; Timothy D. Nyblom, and wife, Jennifer N. Nyblom; Andrew Chambers and wife, Melissa Chambers; Foundation Homes Residential, LLC; Michael W. Gander, and wife, Tara P. Gander; Charles Paul Binder and Jennifer Webster Finnigan; Lakeshore Holdings, LLC; Drew Maher, and wife, Danielle Eckles Maher; Curtis Martin, and wife, Julie Martin; Bradley M. Fiehler, and wife, Victoria N. Fiehler; Jarod Ray Sutphin, & spouse, Jessie Nichole Sutphin; and Daniel Brewton, and wife, Jennifer Brewton, representing the owners of lots in the subdivision located in Davidson Township, Iredell County, North Carolina (hereinafter collectively referred to as "Owners"), known as DAVIDSON DOWNES Subdivision – Phase III as shown upon map recorded at Book 66, page(s) 94 in the Iredell County Register of Deeds (the "Development") **hereby revoke and rescind any prior restrictive covenants, including but not limited to those certain Declaration of Covenants, Conditions and Restrictions for Davidson Downes Phase III recorded in Book 2490 Page 2330 in the Iredell County Registry**, and hereby agree and covenant with and to any and all persons, firms, and corporations hereafter acquiring title to or any interest in any of the hereinafter described property, and any other property which may subsequently become subject to the provisions of this instrument, that such property is hereby made subject to the following covenants, conditions, restrictions, and limitations upon the use thereof, which covenants, conditions, restrictions, and limitations shall run with the land by whomever owned, and shall bind all future owners of said property or any portion thereof; it being the intent hereof to establish, promote, and preserve a uniform and comprehensive plan and scheme of development as to said property, which is described as follows:

BEING all of the lots contained within DAVIDSON DOWNES subdivision – Phase III as shown on plats and recorded in Plat Book 66, Page(s) 94, Iredell County Registry.

Submitted electronically by "The Jonas Law Firm - Denver"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

The covenants, conditions, restrictions, and limitations applicable to said property are as follows:

DEFINITIONS:

1. "Association" shall mean and refer to the Davidson Downes Property Owners Association, Inc., a North Carolina Non-Profit Association, its successors and assigns.

2. "Accessory Building" shall mean and refer to every detached garage, carport, tool shed, storage or utility building, wheelhouse, guest quarters, detached servant's quarters or other similar building constructed on a lot incidental thereto which is not a dwelling.

3. "Board" shall mean and refer to the Board of Directors of the Association.

4. "Buildings" means and refers to accessory buildings and dwellings.

5. "Declarant" and "Declarant" shall mean and refer to Ray Development, LLC, a North Carolina Limited Liability Company, its successor and assigns.

6. "Development" shall mean and refer to the Property as subsequently divided into single-family residential lots.

7. "Dwelling" shall mean and refer to any building constructed for single-family residential use but excluding servants' and guest quarters.

8. "Improvements" and "Structures" shall mean and refer to all buildings, walls, fences, decks, patios, planters, terraces, swimming pools, tennis courts, gazebos, or anything else constructed or placed on a lot.

9. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded maps, with the exception of any common area and any roads and streets serving the development.

10. "Map" or "Plat" shall mean and refer to those certain maps and plats of Davidson Downes Phase III, which are recorded in Plat Book 66, Page(s) 94, in the Iredell County Public Registry.

11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

12. "North Carolina Planned Community Act" or "Act" shall mean and refer to Chapter 47F of the North Carolina General Statutes.

13. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is subject to this Declaration, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

14. "Property" or "Properties" shall mean and refer to the property subject to this Declaration as described in Article I herein.

ARTICLE I PROPERTY SUBJECT TO DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association, is located in Iredell County, North Carolina, and is the property now identified as Lots 129 through 143 as so shown on a map recorded in Plat Book 66 Page(s) 94, Iredell County Public Registry. Additional property adjacent to or adjoining this property may be brought within the scheme of this Declaration and the jurisdiction of the Association by Declarant in future stages of development without the consent of the association or its members by filing a supplementary declaration in the Iredell County Public Registry. Declarant shall not be obligated to subject any additional property to this Declaration.

ARTICLE II GENERAL RESIDENTIAL COVENANTS

The General Residential Covenants are as follows:

Section 1. Every dwelling constructed on a Lot shall contain the minimum number of heated square feet of fully enclosed floor space, excluding garages, decks, patios, terraces and porches, as follows:

- (1) 2,400 square feet above grade for a single story dwelling;
- (2) 2,400 square feet to two-story dwellings with at least 1,400 square feet on the first floor above grade; and
- (3) 2,400 square feet for one and one-half story and split level dwellings with at least 1,400 square feet on the first floor above grade.

The owner of any Lot shall submit to the Declarant the proposed building plans showing the exterior design and basic floor plan for the approval of the Declarant. Drawings in an acceptable form shall be submitted to the Declarant either in person or by mailing the same to the Declarant by registered mail. Owner shall receive, in writing, the decision by the Declarant with fifteen (15) business days. Failure of the Declarant to render a written decision within fifteen (15) business days shall be deemed approval of the submission.

Section 2. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any residential building Lot within the subdivision, other than one detached single-family dwelling, not to exceed two and one-half stories in height. A private detached garage (not exceeding a two car capacity), and outbuildings are expressly permitted upon the condition they are not used for business or commercial purposes. A private detached garage or outbuildings must conform substantially with the primary dwelling in style and exterior construction and finishes. Each dwelling shall be connected to the subdivision road or street by a concrete or brick driveway. No detached building may be used as a separate residence or living quarters. Any detached garage or other outbuilding shall be located to the rear of the main dwelling.

Section 3. No building shall be erected, placed, altered, or permitted to remain on any Lot, even though it may meet and comply with all other conditions and restrictions if such building is not of new construction, is a trailer, a shell home, a mobile home, (whether single wide, double wide or larger), a manufactured home, or is a modular or component home which has been pre-built in modular or component parts (but the use of standard pre-built roof trusses, wall and floor systems is permitted if the finished structure otherwise complies with the conditions and restrictions set forth herein), or is a residence erected elsewhere and moved in whole or in part to the Lot.

Section 4. No dwelling or structure will be permitted on any Lot, which has outer walls, which are, or appear to be, constructed of exposed cinder blocks or concrete blocks, asbestos shingle siding, or aluminum siding, or exposed timber or logs. All dwellings and structures must be constructed of either brick, stone, concrete fiber lap siding (commonly referred to as Hardie Plank) or authentic stucco (synthetic stucco is prohibited) and must be of new material of high grade, quality and appearance and shall be constructed in a high quality workmanlike manner. Vinyl siding is acceptable on dormers, gables and second story outer walls. The exterior surface of garages and other detached outbuildings shall be architecturally compatible with, and of the same material

and construction and design to, the exterior surface of the dwelling located in the lot. All buildings shall have either gable or hip roofs (except for dormers, porches, and bay windows) and must not be less than 8 in 12 pitch and shall be covered with slate, cedar shakes, tile or architectural fiberglass shingles. Notwithstanding the foregoing, the use of vinyl clad or vinyl material for soffit and associated boxing is permitted. All dwellings must be constructed on a basement or "crawl space" foundation and no dwelling may be constructed on a "slab" grade foundation. Standing seam concealed fastener metal roofing is acceptable on porches, dormers, bay windows and other accents.

Section 5. Any dwellings, building or other structures constructed on any Lot must be completed within twelve (12) months of commencement of construction. All Lots must be landscaped and sown with grass seed and shrubbery prior to occupancy. Any damage to the roads, street lights, right of ways, or other common areas, caused by an Owner or its agents working for the benefit of the Owner, must be repaired within ten (10) days of said damage at the expense of Owner. If Owner does not repair the damages within ten (10) days of written notice to do so, then the Declarant or the Association shall have the right to repair the damage and assess the costs thereof to the Owner, which shall constitute a lien on the Owner's Lot.

Section 6. The Declarant reserves the right to re-subdivide Lots within the subdivision so as to create additional building lots which would be subject to the protective covenants. Except for the right to do so reserved by the Declarants, no lot within the subdivision may be re-subdivided so as to create an additional building lot, but property lines may be adjusted from time to time with portions of one lot thereby being added to another and the resulting lot shall be subject to these same restrictions. The Declarant also reserves the right to use any lot within the subdivision to provide access to other property outside the subdivision. Except for the right to do so reserved by the Declarants, no lot within the subdivision may be used to provide access to other property outside the subdivision.

Section 7. The setback provisions noted on the subdivision Plat will control, unless contrary to the Iredell County Subdivision Ordinance or such rules and regulations as may apply through Iredell County Building and/or Inspection Department and construction and location in accordance with a duly issued building permit shall be sufficient. In the event such rules or regulations are different than designated on the plat, the setbacks shall be as regulated by the County of Iredell. Provided, however, that driveways, eaves, steps and open porches shall not be considered a part of a structure for setback purposes, and the undersigned Declarant of the subdivision, so long as they own any Lot within the subdivision, shall have the right to waive any setback provision and approve any building location provided, always, that no portion of any structure on a Lot may encroach upon another Lot.

Section 8. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet of each Lot; over the side ten (10) feet of each Lot; within the road right-of-ways; and also as depicted on the Plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain

which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage of surface water.

Section 9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers, which are screened from public view and located behind the main residence, except that containers may be placed at the road side up to twenty four (24) hours prior to scheduled garbage collection.

Section 10. No satellite dish or other similar structure may be located on any Lot unless such dish is 36 inches in diameter or less. No dishes shall be located in the front of the main residence and must be located behind the residence. No outside radio transmission tower, receiving antenna, or television antenna shall be erected or installed on any lot.

Section 11. No boats and other watercraft, RV's, motor homes, campers, utility trailers, or commercial vehicles shall be permitted to be parked in any open driveway or road right of way and must be parked in an enclosed out-building or garage. In addition, no junked or abandoned vehicles shall be allowed to remain on any lot unless stored in a garage or out-building. All vehicles on any lot shall be in running condition and shall be properly registered and licensed; any vehicle not registered and licensed shall be considered a junked vehicle unless said vehicle is stored in an enclosed outbuilding or garage and is being actively restored to a running condition. No commercial vehicles larger than a pickup truck are permitted to be parked overnight on any lot, or within the road right of way or other common areas of the subdivision. Un-licensed and un-registered gasoline powered vehicles shall not be permitted to be operated on any subdivision street.

Section 12. No fence or wall having a height in excess of four (4) feet shall be maintained or permitted on any Lot. Any chain link fence must be vinyl coated. No fence shall be erected nearer the front line of a Lot than the front face of the dwelling located on said Lot (i.e., no fence shall be permitted on any lot in front of the residence). On a corner Lot, no side or back yard fence shall be located nearer to the side street than the side of the house that faces the side street. For any fence facing a side street the fence shall not continue any further towards the front street than the back corner of the house. No chicken wire or other metal/wire mesh fences shall be permitted on any Lot. Notwithstanding the foregoing, wire or metal (or mesh) fencing that is attached to a fence that is primarily wood or vinyl will be permitted; and fence heights up to 72" are permitted along rear property lines which border property outside of Davidson Downes Subdivision.

Section 13. No animals shall be kept, raised or bred on any Lot except a total of not more than four dogs, cats, or other common/normal household pets, provided the same are not kept, raised or bred for any commercial purposes. No dog run or pen may be placed on any Lot unless completely screened from public view, or otherwise approved by the Association. Unleashed pets are not permitted to wander or roam away from the Lot where their owner resides, and all pets shall wear a collar with the Owners name and address firmly attached to it. No livestock or poultry are permitted on any lot.

Section 14. No Lot shall be used for any purpose other than residential. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 15. All above ground water or fuel tanks must be screened from public view.

Section 16. All mailboxes must be uniform as determined and approved by the Declarant.

Section 17. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two feet in width and height advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 18. The Owner of each Lot is responsible for maintaining the exterior of the residential improvements thereof as well as the Lot itself. All owners shall keep their respective lots free of all tall grass; excessive undergrowth; weeds; dead, diseased or decaying trees; trash; rubbish; and debris and shall keep their lots in a neat and attractive condition.

Section 19. No above ground swimming pools shall be permitted on any Lot.

Section 20. The streets and roads shown on the subdivision map referred to above are constructed in accordance with the standards and specifications of the North Carolina Department of Transportation and the Subdivision Ordinance of Iredell County; and the Declarant hereby dedicates said streets and roads to the North Carolina Department of Transportation and to the public. Until such time as the North Carolina Department of Transportation shall accept and maintain said streets and roads, the maintenance and upkeep of said streets and roads shall be the responsibility of the Association.

ARTICLE III

GENERAL PROVISIONS

Declarant, the Association, and any Owner shall have the right to enforce by any proceedings at law or in equity all of the provisions of this Declaration. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceedings at law or in equity to restrain violation or to recover damage or both. If a proceeding is commenced to enforce these covenants and is included in favor of a party, that party shall be entitled to recover from the Defendant or Defendants reasonable attorney's fee incurred by the prevailing party and prosecuting such proceeding.

The covenants and restrictions of this Declaration shall run with the land and be binding upon all parties and ensure to the benefit of Declarant, the Association, and the Owner of any Lot, and all persons claiming under them, for a period of twenty (20) years from the date these covenants are file for registration, after which time they shall be automatically extended for successive periods of ten (10) years unless they are amended or terminated in accordance with the following provision.

The provisions of this Declaration may be amended or terminated during the initial 20 year term by a written instrument signed by the Owners of not less than 90% of the Lots subject to this Declaration at the time of such amendment, and after the 20 year term by an instrument signed by Owners of not less than 75% of such lots; provided, however, that the Association or the Declarant may amend this Declaration to correct errors or inconsistencies in drafting, typing or reproductions without action or consent of the members.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed on the 16th day of ~~February~~, 2018.

March
(TN)

DECLARANT:

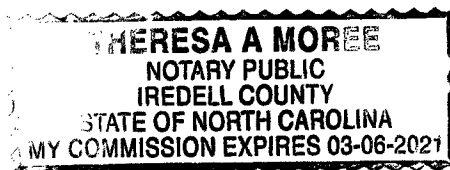
Ray Development, LLC

By: *Anne Mozeley Goode*
Anne Mozeley Goode, Manager
as

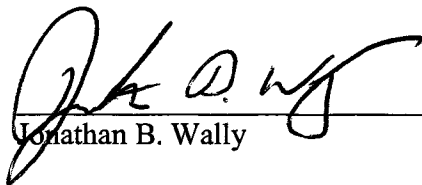
By: *[Signature]*
R. Christopher Mozeley, Jr., Manager

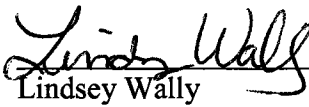
State of North Carolina
County of Mecklenburg

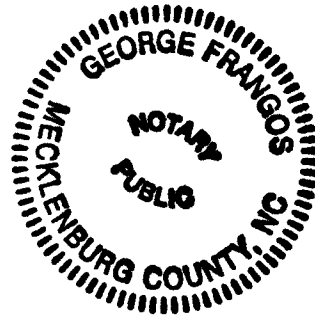
Theresa A Moree
Theresa A Moree
03-16-2018



IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

 _____ (SEAL)
Jonathan B. Wally

 _____ (SEAL)
Lindsey Wally

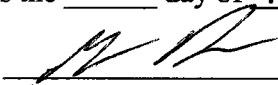


STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, the undersigned Notary Public of the County of CABARRUS and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jonathan B. Wally, and wife, Lindsey Wally.

Witness my hand and official seal this the 9 day of FEBRUARY 2018.



GEORGE FRANGOS, Notary Public

(Official Seal/Stamp)

My commission expires: APRIL 4, 2022

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Tim Nyblom (SEAL)
Timothy D. Nyblom

Jennifer N. Nyblom (SEAL)
Jennifer N. Nyblom

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

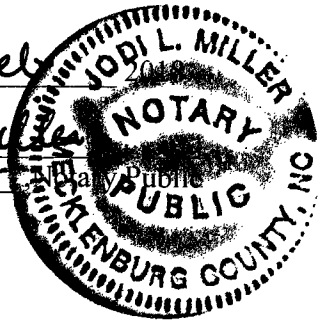
I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Timothy D. Nyblom, and wife, Jennifer N. Nyblom.

Witness my hand and official seal this the 7 day of Feb

Jodi L. Miller
Jodi L. Miller

(Official Seal/Stamp)

My commission expires: 10/4/2020



IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

[Signature] (SEAL)
Andrew Chambers

[Signature] (SEAL)
Melissa Chambers

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, the undersigned Notary Public of the County of Iredell and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Andrew Chambers and wife, Melissa Chambers.

Witness my hand and official seal this the 23 day of February 2018.

[Signature]
Marcia K. Long, Notary Public

(Official Seal/Stamp)

My commission expires: 11-6-18

MARCIA K. LONG
Notary Public
Iredell County, NC
My Commission Expires 11-6-18

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Foundation Homes Residential, LLC

By: Jonathan Smith
Owner

By: _____

State of North Carolina

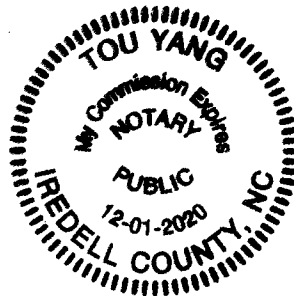
County of Iredell

I, Tou Yang, a Notary Public of the County and State aforesaid, certify that Jonathan Smith personally came before me this day and acknowledged that he/she/they are/is the Owner of Foundation Homes Residential, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, they signed the foregoing instrument on its behalf as its act and deed.

Witness my hand and official seal this 20th day of February, 2018.

Tou Yang
Notary Public

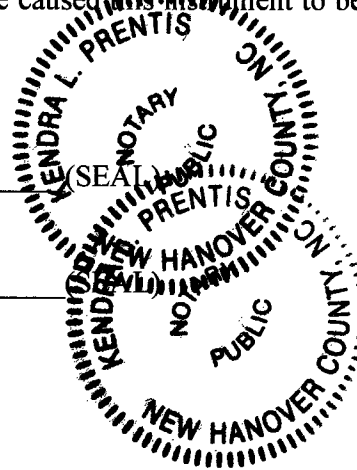
My Commission Expires: 12/01/2020
(Affix Seal/Stamp)



IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Michael W. Gander
Michael W. Gander

Tara P. Gander
Tara P. Gander



STATE OF NORTH CAROLINA
Iredell
COUNTY OF ~~LINCOLN~~

I, the undersigned Notary Public of the County of *New Hanover* and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Michael W. Gander, and wife, Tara P. Gander.*

Witness my hand and official seal this the *5th* day of *March* 2018.

Kendra L. Prentiss
Kendra L. Prentiss, Notary Public

(Official Seal/Stamp)

My commission expires: *8-25-21*

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

CPB (SEAL)
Charles Paul Binder

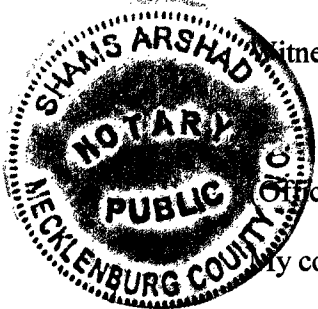
Jennifer W. Finigan (SEAL)
Jennifer Webster Finigan

STATE OF NORTH CAROLINA

COUNTY OF ~~LINCOLN~~ Mecklenburg

I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles Paul Binder and Jennifer Webster Finigan.

Witness my hand and official seal this the 21 day of March 2018.



(Official Seal/Stamp)

SHAMS ARSHAD
Shams Arshad, Notary Public

My commission expires: June 17, 2022

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Lakeshore Holdings, LLC

By: [Signature]
Aaron Feldman

By: _____

State of North Carolina

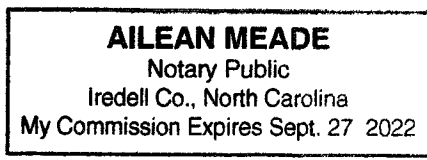
County of Iredell

I, Ailean Meade, a Notary Public of the County and State aforesaid, certify that Aaron Feldman personally came before me this day and acknowledged that he/she/they are/is the member/manager of Lakeshore Holdings, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, they signed the foregoing instrument on its behalf as its act and deed.

Witness my hand and official seal this 20th day of February, 2018.

[Signature]
Notary Public

My Commission Expires: September 27, 2022
(Affix Seal/Stamp)



IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

[Signature] (SEAL)
Drew Maher

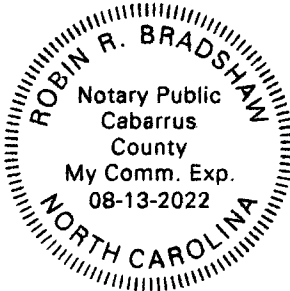
[Signature] (SEAL)
Danielle Eckles Maher

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, the undersigned Notary Public of the County of Cabarrus and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Drew Maher and Danielle Eckles Maher.

Witness my hand and official seal this the 21 day of March 2018.



(Official Seal/Stamp)

Robin R. Bradshaw, Notary Public

My commission expires: 8-13-2022

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Curtis Martin (SEAL)
Curtis Martin

Julie Martin (SEAL)
Julie Martin

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

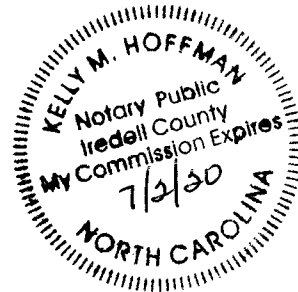
I, the undersigned Notary Public of the County of Iredell and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Curtis Martin, and wife, Julie Martin.

Witness my hand and official seal this the 27th day of February 2018.

Kelly M. Hoffman
Kelly M. Hoffman, Notary Public

(Official Seal/Stamp)

My commission expires: 7/2/20



IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

Bradley Fiehler (SEAL)
Bradley M. Fiehler

Victoria N. Fiehler (SEAL)
Victoria N. Fiehler

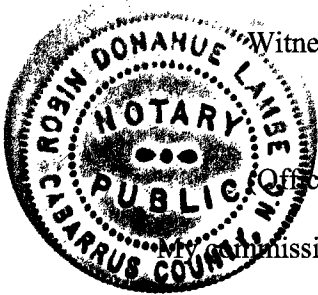
STATE OF NORTH CAROLINA

COUNTY OF ~~LINCOLN~~ Mecklenburg

I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bradley M. Fiehler, and wife, Victoria N. Fiehler.

Witness my hand and official seal this the 21st day of February 2018.

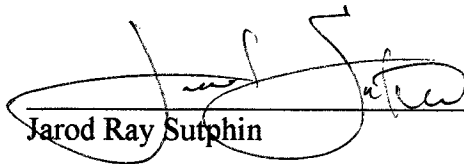
Robin Donahue Lamb
Robin Donahue Lamb Notary Public



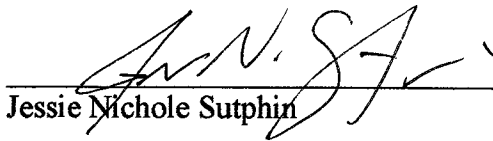
(Official Seal/Stamp)

My commission expires: August 24, 2019

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

 (SEAL)
Jarod Ray Sutphin

Victoria Arrington
Notary Public
Iredell County, North Carolina
My Commission Expires Oct. 20, 2018

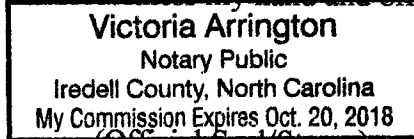
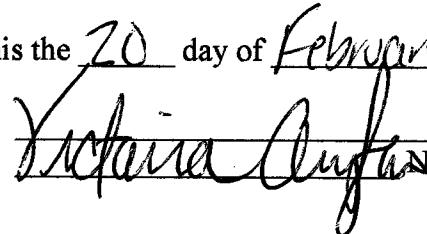
 (SEAL)
Jessie Nichole Sutphin

Victoria Arrington
Notary Public
Iredell County, North Carolina
My Commission Expires Oct. 20, 2018

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, the undersigned Notary Public of the County of Iredell and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jarod Ray Sutphin, and spouse, Jessie Nichole Sutphin.

~~Witness my hand and official seal~~ this the 20 day of February 2018.
 (Official Seal/Stamp)
 Notary Public

My commission expires: Oct. 20, 2018

IN WITNESS WHEREOF, Owners have caused this instrument to be executed as of the day and year indicated below.

[Signature] (SEAL)
Daniel Brewton

[Signature] (SEAL)
Jennifer Brewton

STATE OF NORTH CAROLINA

COUNTY OF ~~LINCOLN~~ ^{OR} Mecklenburg

I, the undersigned Notary Public of the County of Cabarrus and State aforesaid, certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Daniel Brewton, and wife, Jennifer Brewton.

Witness my hand and official seal this the 16th day of March 2018.

[Signature]
Lisa P. Carter, Notary Public

(Official Seal/Stamp)

My commission expires: August 29, 2020

Lisa P. Carter
Notary Public
Cabarrus County, NC
My Commission Expires August 29, 2020