

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**RESTRICTIONS, RESERVATIONS,
AND CONDITIONS FOR RIDGEVIEW
AT SWEETWATER HILLS SUBDIVISION**

This Declaration of Restrictions, Reservations, and Conditions is made and entered into this the 31st day of May, 2006, by and between **RIDGEVIEW SWH, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as the "Developer"; The Declaration shall pertain to all future purchasers and owners of the various numbered subdivision lots as shown, described and platted on the recorded plat of Ridgeview at Sweetwater Hills Subdivision filed of record in Plat Slides **5978A & 5978B** in the office of the Register of Deeds for Henderson County, State of North Carolina; The real property is also that property shown and described in Deeds found in Deed Book 1230 at Page 27 and Deed Book 1260 at Page 413 of the Henderson County Registry.

W I T N E S S E T H

WHEREAS, the said Developer desires that Ridgeview at Sweetwater Hills Subdivision as described above shall be SUBJECT TO the hereinafter set forth Restrictions, Reservations, and Conditions for the mutual benefit and protection of itself and persons, both natural and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in said property or any part thereof.

NOW, THEREFORE, in consideration of the premises, the said Developer, the owner of all of the real property and subdivision lots as shown on the recorded plats above referenced, does hereby declare said real property to be SUBJECT TO the following Restrictions, Reservations, and Conditions, binding upon the said Developer, and upon each and every person, both natural and corporate, who or which shall acquire any interest in said real property as referred to and described above or any part thereof, and the respective heirs, personal representatives, successors and assigns of each and all the foregoing, said Restrictions, Reservations and Conditions being as follows:

1. **Plans and Specifications.** No building, wall or other improvement shall be erected or altered on any lot of said subdivision until the plans, specifications and plot plans of said

improvement have been approved by the Developer of Ridgeview subdivision. Two sets of plans and specifications covering contemplated construction are to be submitted to the Developer for its approval, and no construction work shall be commenced until the plans and specifications have been approved in writing by said Developer. The Developer shall have up to thirty (30) days to review the plans and stamp the plans "Approved" or return a list of modifications to the plans that are required in order for Developer to approve the plans.

2. **Residential Use.** Any lot within the above-described subdivision shall be used only for single family residential purposes. All restrictions and requirements applying to the property by virtue of any applicable zoning regulations shall remain unchanged. No temporary building or trailers for living or any purpose shall be permitted on any lot.

3. No building of any kind or structure or portion of any building or structure shall be moved from any other place onto any of the subdivision lots or from one lot onto another within the subdivision.

4. If concrete block construction is used, it shall be stuccoed. No vinyl siding shall be permitted. The main roofs of each residence shall have a minimum pitch of 6/12, however bay windows, dormers and other ancillary roofs may have a minimum pitch of 3/12 if warranted by the design of the home.

5. Each owner of a family dwelling unit shall provide sufficient space for parking of any and all vehicles off the roadways. Parking on roadways shall not be permitted.

6. No disabled or abandoned vehicles shall be permitted on any lot or roadway within the subdivision nor shall any vehicle be stored thereon. Any repairs made to vehicles shall be conducted within an enclosed garage.

7. The front of all dwellings shall face to a street on which the lot abuts except on lots abutting more than one street where the Developer shall approve the direction in which the dwelling shall face. Furthermore, the Developer shall approve the direction in which the dwellings shall face for those residences located on Lots 5, 43, 44, & 45 as shown on plats of Ridgeview at Sweetwater Hills Subdivision filed of record in Plat Slides 5978A & 5978B in the office of the Register of Deeds for Henderson County, State of North Carolina.

8. Each residence shall include an attached or detached garage suitable for a minimum of two cars. Each garage located within the subdivision shall have a minimum interior width of 20 feet and a minimum interior depth of 21 feet. Developer requires the use of side-entry or courtyard entry garages. Front entry garages may be approved by the Developer if the site conditions and topography do not allow for side or courtyard entry garages. All double entry garages shall have a total door width of between 16 to 18 feet, and all single entry garage doors shall have a minimum total door width of 9 feet. No open carports shall be permitted. The parking of commercial vehicles which description shall include trucks, truck-tractors, semi-trailers, and commercial trailers at any time on driveways, otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these

restrictions. Boats, motor homes, travel trailers and similar recreational vehicles shall be parked in an enclosed garage.

9. All residences shall provide a minimum livable, finished and heated floor area, exclusive of basement, garage and porches, of not less than 2000 square feet for single story buildings, and not less than 1800 square feet on the first story and 600 square feet on the second story for two story buildings. No building shall exceed two stories in height above the basement level. No building may be occupied prior to completion, which shall include, but not be limited to all exterior finish, driveways, landscaping and debris removal. In addition, no building may be occupied until a Certificate of Occupancy has been obtained from the appropriate governmental authority. Unfinished basements, attic space or other unfinished storage space, garages, porches, or any area not included within the main structure shall not be considered in the heated living area of the residence.

10. All driveways shall be constructed of concrete, asphalt or interlocking bricks. All driveways requiring culverts at the intersection to streets as determined by the Developer's engineer or any government agency shall be installed to the specifications of the North Carolina Department of Transportation and to the grade of the drainage ditch.

11. The location of all basketball, tennis and similar recreational facilities shall be approved by the Developer. Skateboard ramps and devices of a similar nature shall not be permitted. No basketball, tennis or similar recreational facility shall be lighted.

12. All buildings shall be constructed to meet the setback requirements of Henderson County, North Carolina, for R-30 zoning as now exists.

13. No business, noxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No billboard, outdoor advertising or other display signs shall be constructed, erected, used or placed upon the land, except signs relating to the sale of the property which sign shall be of a size and form generally used for such advertising, but not to exceed 10 square feet in size. All builders shall keep the area cleared of trash and debris during construction.

14. No cows, cattle, hogs, poultry or other livestock shall be raised or kept on the property, except household pets. No dog kennels may be constructed on any lot.

15. No fence or wall shall be constructed in the front of any residence, except that courtyards as approved by the Developer will be permitted. Fences on the side lot line shall not exceed six feet in height. Fences on the back lot line shall not exceed six feet in height. On corner lots, no fence or wall shall be constructed closer to the side street than the wall of the house. All fences shall be approved by the Developer or its successor. No chain link fences shall be permitted on any residential lot.

16. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, any flowering trees or shrubs, or any evergreens may be removed without the written approval of the Developer unless located within fifteen (15) feet of a building, or within the right-of-way of driveways and walkways or the location of a pool or septic system. Excepted

herein shall be trees to the rear of a lot which substantially block the lot owner's view of the mountains, damaged trees, or trees which must be removed because of any emergency.

The Developer or the Association may plant trees in that area identified as the 3.63 acre tract known as "River Park" as shown on plat recorded in plat slide 5978B of the Henderson County Registry, but the height of any tree planted within said area shall not exceed eighteen (18) feet in height and shall be maintained at a height not to exceed eighteen (18) feet.

17. Upon completion of the dwelling, the premises must be immediately landscaped. If construction is not commenced on lots within six (6) months of closing, the lot owner, at his expense, shall clear and keep clear all of the brush, dead wood, weeds and junk. Shrubbery, including hedges, shall not be placed on any lot of a height so as to obstruct the vision of motorists. In no event shall shrubbery, including hedges, exceed six feet in height. All shrubbery, including the location and height of hedges shall be approved by the developer prior to planting.

18. No window-type heating or air conditioning units shall be installed.

19. All lots shall be subject to public utility easements as required or as set forth in these covenants, the deed, recorded plat, and other instruments or documents of record.

20. Any addition or alteration of any kind to be made to any structure on the property shall be in general conformity with the original plans and architecture of the original building and shall be approved by the Developer or its assigns prior to commencement of construction.

21. **Setback Provisions.** The building line of any dwelling house or the buildings appurtenant thereto constructed on any of said lots shall not be less than sixty (60) feet from the center of the street on which the dwelling house fronts; and not less than thirty (30) feet from either side line; and not less than sixty (60) feet from the center line of a side street if the property is on a corner.

In those instances where the above set back distances are exceeded by any governmental zoning authority, the set back distances shall increase to the zoning authority's distances at the time of construction unless the owner acquires permission for a variance from said zoning body or appropriate board of review. In no instances will buildings be allowed closer to property lines than the above-noted distances even if the zoning ordinance permits lesser distances.

22. **Amendment.** This Declaration may be amended by the vote of eighty percent (80%) of the lot owners within THE SUBDIVISION, provided that no such amendment shall be effective until placed in writing, executed by the requisite amount of lot owners and filed for registration in the Henderson County, North Carolina Registry. All persons or entities that own or hereafter acquire any interest in the property shall be bound to abide by any amendment to this Declaration, upon the same being passed in accordance with this paragraph and duly set forth in an amended Declaration and duly recorded as provided above. No amendment to the Declaration shall be adopted or passed which shall impair or prejudice the

rights and priorities of a mortgagee as holder or owner of a mortgage or Deed of Trust or other type of security agreement encumbering any of the Property.

23. Television, satellite, and citizen band antennas shall be installed to the rear of the house and the location of said devices must be approved by the Developer prior to installation. No other antennas, unless of a similar size will be permitted. No antenna shall extend beyond the highest point of the roof and no antenna shall be installed which shall be visible from the street. All "Dish" type antennas shall be of a size less than 30" in diameter.

24. Each lot owner shall provide sanitary containers for garbage, and all garbage receptacles, tools, and equipment for use by the lot owner or otherwise shall be placed within the garage of a residence, a fenced enclosure, or sufficiently surrounded by shrubbery so as to shield the same from general visibility from roads and adjacent lots abutting the lot owner's property, and also from neighboring properties. All trash, garbage and other waste shall be kept in said sanitary containers.

25. A properly sized septic system shall be provided and installed at the time of construction of the building and shall be approved by the appropriate governmental authority prior to installation. The septic system shall be properly maintained by the lot owner so that it does not become a nuisance to any other lot owner. No sewage may be discharged onto the open ground or into any creek, pond or other body of water.

26. All fuel, propane or other storage tanks with a capacity in excess of 125 gallons shall be installed underground and any exterior portion shall be shielded from view by fence or landscaping. All fuel, propane or other storage tanks with a capacity of less than 125 gallons may be installed above ground, but shall be shielded from view by fence or landscaping.

27. The subdivision streets or roadways as shown on the above-referenced recorded plats of said Ridgeview at Sweetwater Hills Subdivision or any future recorded plats of said subdivision shall be constructed by the Developer according to the standards set by the North Carolina Department of Transportation for subdivision streets. It is specifically agreed between the Developer and any future purchasers or owners of subdivision lots as shown on the plat or plats of Ridgeview at Sweetwater Hills Subdivision that until said North Carolina Department of Transportation assumes maintenance of said subdivision streets or roadways, the obligation, cost, expense, and assessments for upkeep, repairs, and maintenance of said subdivision streets or roadways shall be assumed, shared, and paid on an equal prorata basis by all the owners of subdivision lots as shown on the plat or plats of said Ridgeview at Sweetwater Hills Subdivision.

Each owner of any lot within this subdivision, by acceptance of a deed for same from the Developer, its successors or assigns, covenants and agrees to pay to the Developer or its successors or assigns prorata assessments or charges which may be levied by the Developer or its successors or assigns from time to time against each subdivision lot and the owner(s) thereof. Any levy for prorata costs, expense, and/or assessments for the said upkeep, repair and maintenance for said subdivision streets or roadways shall be due from each subdivision lot owner(s) on or before thirty (30) days from the date of written notice thereof deposited in the U. S. mail with adequate postage thereon to the last known address of the subdivision lot owner(s).

It is the duty of each subdivision lot owner(s) to keep the Developer, its successors or assigns, informed of the current address of the said subdivision lot owner(s). If said levy and assessment is not paid on or before thirty (30) days after the date and mailing of notice thereof, then such levy or assessment shall become delinquent and shall, together with the legal rate of interest thereon and cost of collection, including attorney's fees, become a specific and continuing lien on the particular subdivision lot; and the Developer, its successors and assigns, may institute appropriate legal proceedings to collect said levy and assessment and to enforce the lien as set forth herein. It is agreed by each lot owner that the levy and assessment and the lien thereof as described above shall legally bind such subdivision lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns, and said levy and assessment shall also be a personal obligation of the person or entity who or which was the owner of such subdivision lot at the time when the levy or assessment fell due.

The above shall be considered the road maintenance agreement for all subdivision streets and roadways within Ridgeview at Sweetwater Hills Subdivision until such time as the North Carolina Department of Transportation assumes maintenance of the same.

The Developer, its successors and assigns, reserves the right, in its discretion, to convey or assign all its right, title and interest in any of the subdivision roads and roadways as shown on the plat or plats of Ridgeview at Sweetwater Hills Subdivision, together with all the Developer's duties, obligations and rights to collect, levy and assess each subdivision lot and the owner(s) thereof for the equal prorata costs and expense for the upkeep and maintenance of said subdivision streets and roadways, all as set forth in detail above, to Ridgeview at Sweetwater Hills Homeowners Association, Inc., when created or established or at any time thereafter. It is understood that the Developer will cause the Ridgeview at Sweetwater Hills Homeowners Association to be created and established and when said Homeowners Association is so created and established, the Developer, in its initial control of said Homeowners Association, in its discretion, may bind the said Homeowners Association to accept all Developer's right, title and interest in said subdivision streets and roadways as shown on the plat or plats of said Ridgeview at Sweetwater Hills Subdivision, together with all the Developer's duties, responsibilities, obligations and rights to collect, levy and assess each subdivision lot and the owner(s) thereof for the costs and expense of the upkeep and maintenance of said subdivision streets and roadways until maintenance of same are assumed by the North Carolina Department of Transportation. Each lot owner by acceptance of a deed to a lot or lots within Ridgeview at Sweetwater Hills Subdivision shall automatically or when it is formed become a member of the Association, and as such covenants and agrees to abide by these Restrictions and to the rules and regulations of the Association as may be established from time to time and any Bylaws or any amendments thereto.

28. Annual Assessments. The Developer, its successors and/or assigns, hereby reserves the right to collect annual assessments from each lot owner. Fees and Annual Assessments for the year beginning January 1, 2006 shall be as follows:

| | |
|---------------------------|----------|
| Initiation Fee | \$500.00 |
| Annual Assessment – Roads | 400.00 |
| Annual Assessment – Other | 200.00 |
| Transfer Fee | 100.00 |

The initiation fee is a one time fee that shall be paid upon the closing of a purchase of a lot within the subdivision from the developer. The transfer fee is a one time fee that shall be paid by any buyer of a lot within the subdivision and shall also be due at the time of any subsequent sale. The Annual Assessments may be increased each year by the Developer, its successors and/or assigns.

Special Assessments. Should road re-paving or replacement or construction, repair or replacement of any Common Elements be required and sufficient funds are not available in the association's operating accounts, the developer, its successors and/or assigns shall determine the total amount needed to complete the repairs and shall pass a special assessment in that amount. Each owner of a lot within the subdivision shall pay an equal share of the special assessment, which share shall be a fraction with a numerator of one (1) and a denominator which equals the sum of all Lots subject to this Declaration, minus the two (2) lots that are excluded from assessments pursuant to the paragraph immediately below.

Lots Excluded from Assessments and Use of Common Areas. Lots 55 and 56 are excluded from any assessments, and shall not have the benefit of the use and enjoyment of the common areas found within the subdivision.

29. The Developer, its successors and/or assigns, hereby reserves the right on behalf of itself and on behalf of any future purchasers and owners of subdivision lots within the Ridgeview at Sweetwater Hills Subdivision to execute and convey any necessary subdivision street or road right-of-way over any or all of the streets or roadways as shown on the plat or plats of said Ridgeview at Sweetwater Hills Subdivision to the North Carolina Department of Transportation.

30. Easements for installation and maintenance of utilities and drainage facilities are reserved as set out below, or as heretofore granted and conveyed by the Developer and are a part of the public records of Henderson County, North Carolina. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flood water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

The Developer, reserves to itself, its successors and/or assigns, a perpetual, alienable and releasable easement and right on, over and under ground to erect, maintain and use electric telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water of either public or private conveniences or utilities on, over and under the rear and front 15 feet of each Lot, and 10 feet along all side lines of each Lot, and such other areas and easements as are shown on the applicable plats of the subdivision.

31. **Landscape and Wall Easements.** The Developer does hereby reserve an easement 20 feet in width for the purpose of allowing and providing for landscaping and potential construction of a decorative fence and wall along all lots that front on North Rugby Road (SR 1365). The landscape, landscape easement line, landscape/wall, fence easement line lies 20 feet

to the West of and is parallel with the Eastern boundary of the plats of Sweetwater Hills as are shown on Plat Slide 5978A & 5978B in the Office of the Register of Deeds of Henderson County, North Carolina. There is also reserved a 35 foot easement for landscape, entrance wall, fence easement along the Northern boundary of Lot 1 and the Southern boundary of Lot 60 of Ridgeview at Sweetwater Hills with said landscape easement being shown on plat recorded at Plat Slide de 5978A in the Office of the Register of Deeds of Henderson County, North Carolina, reference to said plats being made in aid of this description.

32. (A) The Developer, RIDGEVIEW SWH, LLC, is in the process of creating and establishing a North Carolina non-profit corporation to be known as Ridgeview at Sweetwater Hills Homeowners Association, Inc. By acceptance of a deed of conveyance for a lot or lots within this subdivision, the grantee(s) thereof shall automatically or when formed and created shall automatically become a member or members of said Ridgeview at Sweetwater Hills Homeowners Association, Inc. The general purposes for which said Homeowners Association is being formed are as follows:

- (1) To provide an entity to which can be and will be delegated and assigned the powers necessary and proper to maintain and administer the common properties and facilities of the Ridgeview at Sweetwater Hills Subdivision property which is presently being developed in Henderson County, North Carolina.
- (2) To administer and enforce, either individually or in common with the owners of lots within the Ridgeview at Sweetwater Hills Subdivision, the provisions of the restrictive covenants and conditions for said Ridgeview at Sweetwater Hills Subdivision as the same now exist or as may hereafter from time to time be amended.
- (3) The above set forth general purposes of the said Homeowners Association is by way of example and shall not limit other purposes for which the said Homeowners Association is being formed.

(B) The Developer intends to convey to said Homeowners Association certain portions of the Ridgeview at Sweetwater Hills Subdivision property which shall be known and designated as "common property," and the Developer in its creation and establishment of said Homeowners Association shall bind said Homeowners Association to accept said common property. "Common property" shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the owners of lots within the said Ridgeview at Sweetwater Hills Subdivision. The term common property shall specifically include the easements reserved at the entrance of Ridgeview at Sweetwater Hills Subdivision for the purpose of landscaping, signage and recreational area and shall include any properties which may hereafter be conveyed to or acquired by the Association. "Common property" shall also mean easements or fee title to subdivision streets or roadways as shown on the plats of said subdivision which may be conveyed or assigned to it by the Developer, but only for purposes of upkeep and maintenance of same until said subdivision streets or roadways are accepted for maintenance by the North Carolina Department of Transportation. Such rights and easements of enjoyment shall be subject to the rights of the said Homeowners Association as provided in the Articles of Incorporation and By-Laws of said Homeowners Association.

(C) Each owner of any lot by acceptance of a deed therefore covenants and agrees to pay to the Association assessments or charges which may be levied by the Association pursuant

to the Articles of Incorporation and By-Laws, including annual assessments and special assessments, together with such interest thereon and cost of collection as hereafter provided which shall be a charge on the land and shall be a continuing lien on the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the purpose of promoting the objectives of the Association in connection with the safety and welfare of the residents of the subdivision and which, in the judgment of the Association, may be of general benefit to the owners or occupants of land included within the subdivision; such purpose shall include, but not be limited to, maintenance and improvements of common properties; maintenance and upkeep of all subdivision roads as shown on the recorded plat or plats until same is accepted for maintenance by the North Carolina Department of Transportation; providing security services; maintenance and beautification of entrance ways and repair and replacement of signs not maintained by government authorities; and such other action as may preserve or enhance the value of the properties in the subdivision. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, and cost of collection, including attorney's fees, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any institutional first mortgage now or hereafter placed on the property subject to assessment. The subordination shall not release such property from liability for any assessments now or hereafter due and payable.

33. The Developer reserves the right to assign to said Ridgeview at Sweetwater Hills Homeowners Association, Inc., when formed, any and all of its rights, authorities, and consents granted and/or reserved under the provisions of these Restrictive Covenants or any amendments thereto. The developer or its assigns further reserves the right to retain the services of a third party property manager to handle association affairs, including, but not limited to, the collection of assessments.

34. Any authority or consent required by the Developer or the Ridgeview at Sweetwater Hills Homeowners Association, Inc., under these Restrictive Covenants will be waived if the Developer or said Homeowners Association is not in existence or fails to respond to a written request within thirty (30) days of submission of the request to it; provided, however, that all construction on or use of the subdivision lots shall conform to and be in harmony with these Restrictive Covenants and existing structures in the subdivision.

35. It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this subdivision, that any portion of these Restrictive Covenants may be released, changed, modified or amended by a vote of eighty percent (80%) of the property owners within this subdivision. Each lot owner, including the Developer, RIDGEVIEW SWH, LLC, its successors and assigns, shall have one vote for each and every lot owned by that lot owner within this subdivision. The written and recorded modification of these Restrictive Covenants signed by the owner or owners of eighty percent (80%) of the lots in this subdivision shall be sufficient to constitute an amendment to these

Restrictive Covenants without further notification to any person, persons, or entities. These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years.

36. The enforcement of these restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Declaration of Covenants and Notice of Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, or its successors, by the Homeowners Association, or by the owner of any of the property covered by these restrictions.

37. Invalidation of any or one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

38. The failure, of the Developer or the Homeowners Association to enforce any covenant or restriction herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the enforcement of any right hereunder, the Developer, the Homeowners Association or any owner shall be entitled to recover against the offending owner reasonable attorney's fees, whether suit be brought or not.

39. Any notice required to be sent to any member or owner under the provisions of these declarations shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or owner on the records of the Developer or Homeowners Association at the time of such mailing.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed by its Member Manager this the 21st day of May, 2006.

RIDGEVIEW SWH, LLC,

By: Courtney B. Gallimore (Seal)
Courtney B. Gallimore, Co-Member Manager

By: Ellsworth G. Gallimore (Seal)
Ellsworth G. Gallimore, Co-Member Manager

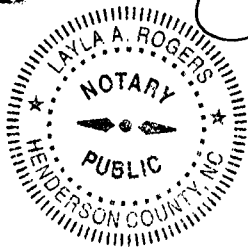
STATE OF NORTH CAROLINA
COUNTY OF Henderson

I, Layla A Rogers, a Notary Public for said County and State, do hereby certify that Courtney B. Gallimore, personally came before me this day, identified himself as Co-Member Manager of RIDGEVIEW SWH, LLC, a North Carolina Limited Liability Company, and acknowledged, on behalf of RIDGEVIEW SWH, LLC, said Limited Liability Company, the grantor, the due execution of the foregoing instrument.

Witness my hand and notary seal, this the 31st day of May, 2006.

Layla A Rogers
NOTARY PUBLIC

My commission expires: 7/31/08



STATE OF FLORIDA
COUNTY OF Orange

I, Louise A. Ward, a Notary Public for said County and State, do hereby certify that Ellsworth G. Gallimore, personally came before me this day, identified himself as Co-Member Manager of RIDGEVIEW SWH, LLC, a North Carolina Limited Liability Company, and acknowledged, on behalf of RIDGEVIEW SWH, LLC, said Limited Liability Company, the grantor, the due execution of the foregoing instrument.

Witness my hand and notary seal, this the 30th day of May, 2006.



Louise A. Ward
MY COMMISSION # DD264487 EXPIRES
January 29, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

Louise A. Ward
NOTARY PUBLIC

My commission expires: 1-29-08