

FILED  
WARREN COUNTY NC  
YVONNE D. ALSTON  
REGISTER OF DEEDS  
FILED Mar 20, 2025  
AT 10:33:04 am  
BOOK 01151  
START PAGE 0635  
END PAGE 0653  
INSTRUMENT # 00560  
EXCISE TAX (None)  
LNN

**COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES, AND LIENS OF SOUL CITY, NORTH  
CAROLINA**



SOUL CITY PARKS & RECREATION ASSOCIATION

P.O. Box 452 Manson, NC 27553

119 Duke Dr. Soul City, NC

**REVISED AND APPROVED MARCH 2025**

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INTRODUCTION TO THE COVENANTS

To preserve and enhance the quality of life in the historic Soul City Community, and to assure and maintain planned and orderly growth, the Soul City Parks & Recreation Association, Inc. (SCPRA) has acted to legally amend the recorded document entitled the "COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS OF SOUL CITY, NORTH CAROLINA (Covenants)".

The Covenants run with the title to all designated property in the Soul City Community and establishes a common set of rights and obligations for all property owners. The SCPRA was created under the Covenants to secure your rights and carry out the obligations on your behalf. As a resident or property owner, you will be able to use all the community's park and recreation facilities, collectively called: MAGNOLIA ERNEST RECREATION COMPLEX (MERC). Originally developed by The Soul City Company and managed by the SCPRA; the MERC was dedicated to the Warren County Parks & Recreation and is now under the ownership of Warren County since August 2008.

As a Member of the SCPRA, you are entitled to vote at SCPRA Membership meetings on matters affecting the community. Property owners are required to pay to the SCPRA annual assessments to finance its operations and services and to finance and maintain the Community Facilities.

A seven (7) member Board of Directors manages the affairs of the SCPRA. As an owner and resident, you may share and be an active participant in the continued growth and development of the Soul City Community.

An important aspect of protecting your property values is regulation of the design and appearance of all new construction. The Board of Directors' Design and Review Committee (DRC) as established by the Covenants works to assure that all site plans and construction conform to a high standard of environmental and aesthetic quality.

The Covenants and oversight by the SCPRA distinguish Soul City from other communities. Adherence to the Covenants assures the orderly development and growth of the Soul City Community while giving you the opportunity to participate in community governance. The Covenants provide the legal basis to preserve your property values, enhance environmental quality, and promote community welfare. As an owner or resident, you will be able to enjoy a greater measure of security and satisfaction in the Soul City Community.

We welcome you as an active partner in the continued growth and development of our historic Soul City community.

**Board of Directors Soul City Parks & Recreation Association, Inc.** (Elected March 4, 2025)

- |                                         |                                     |
|-----------------------------------------|-------------------------------------|
| • President: Charmaine McKissick-Melton | • Vice-President: Aziz K. Carrell   |
| • Secretary: Tisha Stone                | • Assistant Secretary: Saul McCoy   |
| • Treasure: Collin Brown                | • Assistant Treasure: Tyrone Melton |
| • Parliamentarian: Tyrone Melton        |                                     |

AMENDMENT AND RE-STATEMENT OF COVENANTS, RESTRICTIONS, CHARGES, AND LIENS OF SOUL CITY

The undersigned, representing a majority of the Members in each Class of Members of the Soul City Parks & Recreation Association, Inc. (SCPRA) (or its successor entity) hereinafter referred to as the SCPRA acting personally or through valid powers of attorney, do hereby execute this instrument to amend the Covenants, Restrictions, Charges, and Liens of Soul City, recorded in Book 548 at Page 81 of the Warren County, North Carolina Public Registry, as previously amended by instruments recorded in Book 314 at Page 100 and in Book 318 at Page 129 of said Registry (hereinafter collectively referred to as the "Covenants" in accordance with Section 10.2 Amendment, thereof.

The property to which this instrument applies is that certain real property in Sandy Creek and Nut Bush Townships, Warren County, North Carolina, which is more particularly described in Exhibit A as attached to the Covenants; recorded in Book 273, Page 199, Warren County, North Carolina, Public Registry and made a part

thereof, and in Exhibit A to the Notice of Annexation of Additional Land to be under Covenants, Restrictions, Easements, Charges and Liens of Soul City, and made a part thereof, recorded in Book 289 at Page 215 of said Registry, and in Exhibit A of the Corrected Notice of Annexation of Additional Land, recorded in Book 317, Page 344 of said registry (hereinafter referred to as the 'Property').

Attached hereto as Exhibit B, and made a part hereof, is a certification by the Secretary of the SCPRA that its members who have executed this instrument personally or through valid powers of attorney constitute not less than a majority of the number of each class of Members of the SCPRA who were eligible to vote as of March 4, 2025.

**WITNESSED:**

WHEREAS, not less than, a majority of the Members of the SCPRA eligible to vote, desire to amend and restate the Covenants as herein provided; and

WHEREAS, of the property described in Exhibit A, which is attached hereto and made a part hereof (hereinafter referred to as the 'Amended Property', a portion of said Amended Property was sold at a foreclosure sale on January 29, 1989 (hereinafter referred to as the 'Foreclosure Property', the Soul City PRA Board of Directors has executed this instrument; and

WHEREAS, the aforesaid foreclosure sale may have had the legal effect of releasing said Foreclosure Property from the provisions of the aforesaid Covenants and owned or which may be acquired by current and future owners under the Covenants, Restrictions, Easements, Liens of Soul City imposed hereby to provide a development that will promote the general welfare of the Amended property (of which the Foreclosure Property is a portion); and

WHEREAS, the amendments so made to these Covenants herein shall in no way relieve owner obligations of existing, delinquent assessments incurred under the Covenants prior to said Amendment; and

NOW THEREFORE, the undersigned do hereby amend and restate the Covenants, by deleting the entire text thereof and all Exhibits thereto, and by inserting the following:

**ARTICLE I – THE ASSOCIATION**

**1.1 Members**

A. The Association shall consist of the following three classes of Members:

- i) Class A, of which owner of one or more Residential Lots shall be a Member; and
- ii) Class B, of which each Resident, eighteen years or older shall be a Member
- iii) Class C, of which each Owner of one or more Industrial or Commercial Lot(s) shall be a Member

**1.2 Voting Rights**

A. Only members may be entitled to vote. The voting rights of each class shall be as follows: Each Class A Member shall be entitled to one vote for each Lot owned. Each Class B and Class C Member shall be entitled to one vote. When more than one person's holds an ownership interest in a residential Lot, all such persons shall be Class A Members; and when more than one person holds ownership interest in an Industrial or Commercial Lot, all such persons shall be Class C Members. However, only one Class A vote shall be cast for a Lot owned by more than one Class A Member, to be exercised as Class A.

B. Each Member shall be entitled to vote as described above and subject to the following exceptions and additions:

- i) In accordance with the terms of By-Laws of the Association, a vote may be assigned by proxy duly executed and delivered.
- ii) Any Member, who is in violation of the Covenants, as determined by the majority of the Board, shall not be entitled to vote during any period in which such violation continues. Any Member, who is delinquent in the payment of Annual Fees, or other charges levied pursuant to the provisions of these Covenants, shall not be entitled to vote during any period in which any such fees or assessments are delinquent.
- iii) The Board may make such regulations, consistent with the terms of the Covenants and the By-Laws of the Association, as it deems advisable for any meeting of Members, regarding proof of

membership in the Association, evidence of right of vote, the appointment and duties of inspectors of votes.

- iv) Registration of Members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

### 1.3 Board of Directors

- A. The affairs of the Association shall be governed by a Board of Directors ("the Board") consisting of seven (7) Directors.
- B. The seven (7) directors shall be elected by the Members at the Annual Membership Meeting. Seven directors (7) shall serve for a term of two (2) years or until a successor is elected and qualified. Six (6) Directors shall be elected by the Class A and Class B Members, and One (1) Director shall be elected by the Class C Members.
- C. Any vacancy which occurs in the initial or any subsequent Board of Directors, by reason of death, resignation, removal or otherwise, may be filled at any meeting of the Board by the affirmative vote of majority of the remaining Directors.
- D. Each Director must be a Member who is not delinquent in the payment of any Annual Fee levied pursuant to the provisions of these Covenants.

### 1.1 Record of Membership

The Association shall maintain a current list of Members. Members shall have the following obligations to aid the Association in maintaining an accurate list of Members:

- A. Each Member who sells any lot or other part of the property shall immediately report the sale to the Association, including a description of the Lot or other part of the Property, the date of sale, the name and address of the buyer and other information that the Association may reasonably require.
- B. Each Member who rents any Lot or other parts of the Property for residential use shall inform the tenant of the provisions of Section,
- C. Each Member who has rented any Lot or other part of the Property for residential use shall inform the Association whenever there is a change of tenants (including name and address of new tenant) or whenever such Lot or other part of the Property is no longer rented.

## ARTICLE II – RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

### 2.1 Community Facilities

The Association has been dedicated certain tracts of land in fee simple within the Property encumbered by these Covenants. Said tracts, identified as common property in plats recorded with the Warren County Registry, are collectively referred to as Community Facilities. The Association shall have the power and the authority to accept the dedication of additional tracts of land, or other interests in real property, and such tracts or interests shall automatically become a part of the community facilities.

- A. Dedication of Magnolia Ernest Recreation Park (MERC). The tract of land as now described in Book 00875 on Page 0301, known as the Magnolia Ernest Recreation Complex (MERC) was originally developed by The Soul City Company in the year 1978 and managed by the SCPRA until the year 2008 and was dedicated to Warren County Government in August 2008. This dedication was made in order to preserve, upgrade, and continually enhance the MERC as a recreation and leisure park to be held in perpetuity.

### 2.2 Use of Community Facilities

- A. Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All residents who are not Owners shall have a non-transferable license to use and enjoy all Community Facilities for so long as they are Residents. All such rights, easements, and licenses, however, shall be subject to the right of the Association to adopt and promulgate reasonable rules, rule changes, and regulations pertaining to the use of community facilities which shall enhance the preservation of such

facilities, the safety, and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Residents, including the making available of certain community facilities to school children, with or without charge.

- B. The Association shall have the right to borrow money for the purpose of developing or improving any portion of the community facilities, and in aid thereof, to mortgage the same, and the rights of any such mortgagee shall be superior to the easements and licenses herein granted and assured.

*(SCPRA Bylaws 8.05 Loans. No Loan shall be contracted on behalf of the PRA and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and presented to the general membership in a meeting which a quorum is present. The Board may not loan money to or guarantee a loan for any officer, or officers, agent, or agents of PRA).*

### 2.3 Suspension of Rights

The Association by action of a majority of the Board, shall have the right to suspend the right or license under this Article II, Fees and Charges; of any Member for any reasonable period during which the Annual User Fees or Charges assesses under Article III hereof remain delinquent; or provided that the nature and length of the suspension bears a reasonable relationship to the infraction involved, may suspend said right or license in connection with the enforcement of any rules and regulations relating to community facilities in accordance with the provisions of this Article II.

### 2.4 Right to Enjoyment of Land

Any Guest of a Member shall be entitled to a right or privilege of enjoyment of Community Facilities subject to such rules and regulations as may be promulgated by the Board from time to time, including the charging of reasonable fees for the use of such facilities.

### 2.1 Right to Convey Property to Public Body

Notwithstanding the rights, easements, and privileges granted under this Article II, the Association shall have the right and power to convey all or any part of the Community Facilities free and clear of all such rights, easements, licenses, and privileges if such conveyance is to a public body for public use; provided however, that any such conveyance shall be subject to approval by a vote of majority members present.

## ARTICLE III. FEES AND CHARGES

### 3.1 Covenant to Pay Fees and Conditions Creating Liens

Each Owner of any Lot jointly and severally, for himself, herself, their heirs, distributes, legal representatives, successors, and assigns, by acceptance of a Deed therefore or by entering a contract of purchase for such Lot, whether or not it shall be expressed in any such Deed, contract of purchase or other conveyance, hereby covenants and agrees:

- A. That he/she will pay to the Association the Annual Fees and charges levied by the Association for facilities which he/she or members of he/she family use or arrange with the Association to use; and
- B. That the Annual Fee together with the continuing obligation to pay all future Annual Fees charged in all future years, shall be and remain a charge against, and a continuing lien upon the chargeable Property; and
- C. Said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the chargeable Property (or property exempt from fees to the extent that the same may later become exempt).

### 3.2 Owner's Liability for Payment of Fees and Charges

In addition to taking subject to the charge and lien imposed by Section 3.1 hereof, the Owner of any Lot, jointly and severally, for himself, his heirs, distributes, legal representatives, successors, and assigns, by the acceptance of a Deed therefore or by entering into a contract of purchase of such Lot, whether or not it shall be so expressed in such Deed or contract or purchase as part of the consideration of said Deed, shall be deemed to have covenanted,

bargained, and agreed to be personally liable for the payment of each Annual Fee and charge which is charged by the Board during any year in which such Owner hold title to the Lot.

### 3.3 Purpose of the Fees and Charges

The Association shall use revenues from the Annual Fees and Charges exclusively for the purposes of enhancing and protecting the value of the Property and of promoting the recreation, health, safety, and welfare of the Residents in the manner set forth in Section 6.1.

### 3.4 Annual Fees

- A. For the purpose of providing Funds for the uses specified in Article IV hereof, the Board shall in each year (for this Article 3.4 'year' shall mean January 1 through December 31, commencing with year 1991), charge against the chargeable Property a fee, which shall be uniform with respect to all Property, (except as provided in Section 3.4.B hereof), equal in parts to residential use both constructed and vacant lots, and commercial lots.
- B. From and after January 1 of the year in which the first Annual Fee is made by the Board, the Fee Rate may be increased above the limit specified by the Board,
  - i) The Board shall determine and shall certify that a cost of living increase up to, but not to exceed, the percentage by which the index has increased over the preceding year of the Index is necessary to meet the expenses, costs of operation, and planned expansion of the Association.
  - ii) The Board by a majority vote of all Board members present in person and voting at a meeting called for the purpose of increasing the Fee Rate of the Annual Fees above the limit specified in Section 3.4.A hereof, may increase the Fees over and above the limitations specified in said Section; however, any such increase shall not be in a percentage greater than the percentage increase in the Index for the year next preceding the year for which the Annual Fee is being made.
  - iii) Any such cost-of-living increase shall remain in effect as the maximum Fee Rate in succeeding years; provided, however, that increases are made in accordance with these Covenants. Any increase shall not be deemed to limit the Board's authority to increase or decrease the Fee.
  - iv) If the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the Index, the Board shall select such other indices which in its judgment best reflect the broad range of economic factors represented in the said Index.
    - a. The Fee Rate may be increased above the limits set forth in Section 3.4.A and 3.4.B if:
      1. The Board of Directors by resolution finds that such an increase is necessary; and
      2. The proposed increase is submitted to a vote of the Class A Members and two-thirds (2/3) of the votes cast by Class A members are affirmatively in favor of the proposed increase.
      3. Any membership vote required by paragraph 3.4.B.iv.a.2 above may be taken at an annual meeting of the Members, a special meeting of the Members, or a special meeting of only Class A Members. Any membership vote required by paragraph 3.4.B.iv.a.1 above shall be taken by secret ballot.

### 3.5 Billing

Prior to December 31<sup>st</sup> of each year, the Association shall send a written statement of Fees due to each Owner or to the mortgage company holding a first lien upon the Lot if the Owner has informed the Association in writing that the Annual Fees and Charges are to be paid out of escrow funds established and collected by said mortgage company, for the purpose of billing the Owner for the Annual Fee, stating the amount of the Fees and Charges. Unless the Owner shall pay the Annual Fee within sixty (60) days following the date for such payment specified in the statement or on a special payment amount, the same shall be deemed delinquent and will be charged interest until paid, to be necessary for the advancement, benefit, safety, and welfare of the Property and Residents.

- A. In establishing user fees, the Board may formulate reasonable classifications of users. Such fees must be uniform within each class but need not be uniform from class to class.

- B. If a Member shall fail to pay a charge or fee when due and payable said unpaid charge or fee shall be delinquent and upon written notice mailed to said Member by first class mail and shall become a personal debt of said Member.
- C. Failure of any Member to pay said fees or charges when due and payable shall be a breach of these Covenants and shall result in suspension of said Member's rights or privileges as set forth in Article IV.

### 3.6 Rights of Enjoyment of Lien

If the Owner of any Lot shall fail to pay the Annual fees within sixty (60) days following the date of such payment specified in the Annual Statement of Fees, then in addition to the right to sue the Owner individually, the Association shall have the right to enforce the lien herein imposed to the same extent, including a foreclosure sale and delinquency judgment, and subject to the same procedures as in the case of mortgages or deeds of trust under the Applicable law, and the amount due by such Owner shall include the Annual fees, as well as the costs of such proceedings, including reasonable attorney's fees and interest. If the Association fails to enforce the lien within thirty (30) days of written request by the Owner, said Owner shall have the right to enforce the lien as set forth in this Section,

### 3.7 Fees and Charges

The Board shall have the right to adopt procedures for the purpose of making the Fees and Charges provided herein and the billing and collecting of the Annual Fees and Charges, provided that the same are not inconsistent with the provisions thereof.

### 3.8 Certification of Annual Fees

Upon written request by an Owner, the Association shall within a reasonable period of time issue to such Owner a written certificate stating that all Annual Fees including interest and costs, and charges, have been paid with respect to any specified Lot.

### 3.9 No Liability of Directors

No Director shall have any liability if the amount of Annual fees and charges collected pursuant to this Article is insufficient to enable the Association to carry out its functions. The Board has no obligation to set the Fee Rate at the maximum rate allowable under these Covenants and may set any lesser fee rate which it deems reasonable.

## ARTICLE IV. USE OF FUNDS

### 4.1 Purposes for Which Funds May Be Used

The Association shall apply all funds received by it pursuant to these Covenants and all other such priority as the Board shall determine in its discretion:

- A. The payment of all principal and interest when due, on all loans made to the Association, to the extent required.
- B. The operating costs and expenses of the Association.
- C. The acquisition, improvements, construction, maintenance, and equipping of Community Facilities and properties owned by Soul City Parks and Recreation Area.

### 4.2 Handling of Funds

In order to secure repayment of any and all sums borrowed by it from time to time, the Board is hereby granted the right and power to assign and pledge revenues received and to be received by it under any provision of these Covenants, including but not limited to, the proceeds of the Annual Fees and Charges payable hereunder.

### 4.3 Accumulation of Funds Permitted

The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Fees and Charges or otherwise; and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Annual Fees and Charges

in the succeeding year, but may carry forward from year to year such surpluses as the Board may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

#### 4.4 Bonding

The Association, acting through its Board, shall require that all persons or entities who handle funds or monies of the Association post bonds sufficient in amount to indemnify the Association any loss.

### ARTICLE V. DESIGN REVIEW COMMITTEE

#### 5.1 Design Review Committee

All residents benefit from the careful planning and design of Soul City. A logical extension of this community planning and design effort is the assurance that high residential design standards will be maintained through the establishment of express design controls. The assurance of continued high design standards protects property values and enhances the Community's overall environment and livability. All homeowners should become familiar with the Covenants, Restrictions, Easements, Charges, and Liens of Soul City, North Carolina. The Design Review Committee (DRC) ensures continued quality development at Soul City by reviewing plans for all construction and exterior alterations by homeowners subject to the Protective Covenants. The DRC shall be composed of homeowners who volunteer to serve on this committee. The focus of the DRC is primarily on the resultant exterior appearance of the property, with the quality of construction and interior features beyond the purview of the DRC. The authority of the DRC is to review and approve applications submitted by homeowners. If the DRC finds an application to be outside of these guidelines, that application, along with the DRC's recommendation, will be referred to the SCPRA Board of Directors for final review.

In any event, if the DRC and/or the Board of Directors fails to communicate an approval or disapproval of any written application or petition submitted by a homeowner within thirty (30) days of the postmark or delivery date, then approval will not be required, and the requirements of these guidelines shall be deemed to have been satisfied, provided however that nothing may be "approved" in this manner if it is contrary to these Guidelines or the Covenants.

#### 5.2 Amendments to the Guidelines

The DRC will conduct an annual evaluation to determine if the guidelines need to be amended. It is anticipated that any changes would be primarily additive and would not involve substantive changes of the existing guidelines. The actual amendment procedure will typically involve public discussion and review by the homeowners. Amendments will be adopted when approved by a vote of the Committee and concurrence by the Board of Directors.

#### 5.3 What Must Have Design Review Committee Approval

No improvements, additions, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot, or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the DRC, unless specifically exempted by this document.

Each application is reviewed on an individual basis. For example, a homeowner who wishes to make an exterior alteration identical to one already approved by the DRC (or existing elsewhere in the neighborhood) is still required to submit an application for approval.

#### 5.4 Design Review Criteria

The DRC evaluates all proposals on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another.

Design decisions made by the DRC in reviewing applications will not be based on monetary value, personal opinion or taste. Judgments of acceptable design are based on the following criteria as they relate to the Soul City Community Development Standards and are based solely upon the Protective and Restrictive Covenants:

- A. Validity of Concept - The basic idea must be sound and appropriate to its surroundings.

- B. Design Compatibility - The proposed improvement must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural massing and style, similar use of materials, color and construction details.
- C. Location and Impact on Neighbors - The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage.
- D. Scale - The size (in three dimensions) of the proposed structure or alteration should relate well to adjacent structures and its surrounding.
- E. Color - Color may be used to soften or intensify visual impact. Primary parts of the structure such as roofs, facades, and trim should be compatible in color.
- F. Materials - Continuity is established by use of the same or compatible materials. Materials used elsewhere may vary. For example, wooden fences in the rear of the property. However, continuity and consistency with the overall scheme is to be adhered to, such as having consistent trim colors throughout property.
- G. Workmanship - Workmanship is another standard which is applied to all exterior construction. The quality of work should be equal or better than that of the surrounding area. Poor practices, besides causing owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. Soul City Parks and Recreation Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.
- H. Timing - Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If the construction period is considered unreasonable, the DRC may disapprove the application. Owners with projects that extend beyond the estimated duration for completion by greater than one month shall submit an additional application with revised scheduling for review and approval by the DRC. If the DRC determines an uncompleted project becomes delinquent (without a justifiable reason, as determined at the discretion of the DRC) the homeowner will be subject to violation until the project is appropriately completed or property/component is returned to its original condition.

#### 5.5 What to Include in an Application

An DRC application form is available from the Soul City Parks and Recreation Association representative, and a sample application can be found at the end of this document. When submitting the application, all information must be included, or the application cannot be approved. Attention and care to this part of the process will avoid frustration and delay. An application that lacks any requirement of this Section is not deemed as "complete," and the 30-day review period does not begin until the application is actually complete and has all required information and documents. The following items are required by the DRC in order to review and approve or disapprove an application:

- A. Site Plan: This should show the property boundaries, the location of the proposed improvement, dimensions and the distance from that improvement to the property lines. This can be drawn in on a photocopy of the property plat.
- B. Drawings and Photographs: To provide graphic illustration of size and form of proposed improvements. A wide variety of graphics material is acceptable from manufacturers catalogue excerpts, photographs, freehand sketches, or mechanical drawings. As projects will not be judged on duality of rendering, artistic shortcomings should not discourage homeowners from submitting projects to the DRC, although submitted - material must be "readable" and provide DRC sufficient understanding of the proposed concept. The level of detail required depends on the complexity of the project. All graphic material should be accompanied by a written description of the project.
- C. Material and Color Samples: In many instances, the simple statement that a given improvement will be painted to match the existing house or trim color will be sufficient. In cases where new materials and colors are to be introduced, material samples, such as brick and paint chips of the exact color should be provided to the DRC. This will insure adequate communication of intent.

- D. **Signatures:** The application must include the signatures of the four (4) nearest neighbors affected by the proposed improvements. These signatures indicate only awareness of the applicant's intent or proposal, and DO NOT constitute approval or disapproval. In instances where four neighbor signatures are not provided (due to rental units, extended leave or other reasons beyond homeowner control) homeowner shall state such in the application. Applications with fewer than four (4) signatures shall be subject to further review.
- E. **Permits:** Where Federal, State or local regulations require a permit or other governing approval, homeowner shall follow all requirements and obtain permit or approval prior to the work. Homeowner shall indicate on the DRC application if permit or approval is required, although application/acquisition of such shall be separate from the DRC application and not considered by the DRC as part of its review.

Application packages may be submitted by sending an application package back to the Soul City Parks and Recreation Association Representative by mail/delivery. Alternatively, homeowner may submit application at a Soul City Parks and Recreation Association meeting. Homeowners may submit applications electronically to the Soul City Parks and Recreation Association Representative if no samples are requested for approval.

#### 5.6 Homeowner Proposal/DRC Review Procedure

The homeowner or authorized representative (architect or contractor) must submit a minimum of one set of required plans, drawings and documents, along with a construction materials sample board to the DRC. Two sets of plans must be submitted if the applicant desires that a copy of the plan be returned indicating DRC approval. All applications submitted by homeowners or their representatives, shall be reviewed, and approved, or referred to the SCPRA Board of Directors for further review, by a majority of two or more DRC committee members.

The DRC will review all proposals within twenty (30) calendar days of the postmark on the envelope or the personal delivery of the proposal to a Soul City Parks and Recreation Association Representative. The homeowner will be informed of the DRC's approval or referral to the SCPRA Board of Directors, by US Mail to be postmarked within ten (10) business days of the meeting at which the proposal was reviewed, although the DRC reserves the right to communicate approvals by alternate means if agreed to by the owner.

If a proposal is rejected by the DRC, the application is then forwarded to the SCPRA Board of Directors for final review. If the SCPRA Board of Directors accepts the DRC recommendation, and rejects the proposal application, the Board Chairman or his designate, will notify the responsible party within two (2) business days following the review meeting, followed by a written response to be delivered by first class mail within five (5) business days, as determined by the US Postal Service postmark. The DRC shall indicate all items which are not in compliance with the protective covenants.

The homeowner may submit at any time a revised proposal package with changes that satisfy the DRC concerns. The DRC may review re-proposals prior to the next scheduled meeting and make approvals or rejections. The DRC will make reasonable efforts to inform, by written letter, all approvals or rejections of resubmitted applications within 10 days of reviewing said re-proposal.

#### 5.7 Appeal of an DRC Decision

An appeal may be made if the following occurred:

- A. Proper review procedures were not followed during the review process.
- B. The applicant and affected residents attending the DRC review meeting were not given a fair hearing.
- C. The DRC decision was not within the scope of the protective covenants.

The applicant or affected residents must request for an appeal within five working days of the applicant receiving the DRC decision, followed up with a written request within ten working days. Exceptions to these deadlines will be made only for extenuating circumstances or circumstances beyond the control of the owner on a case-by-case basis, at the discretion of the SCPRA Board of Directors.

#### 5.8 Enforcement Procedures

The protective and Restrictive Covenants require the DRC to ensure compliance of all homeowners. The following enforcement procedures have been established by the SCPRA Board of Directors:

- A. Homeowners wishing to report violations of the protective covenants, and/or guidelines and requirements contained within this publication, must submit that report in writing before ANY investigation by the DRC and/or SCPRA Board of Directors will begin. The Board or DRC may initiate complaints upon their own authority.
- B. All written reported violations shall be confirmed by a site visit by an DRC member or Soul City Parks and Recreation Association Representative. All site visits will be pre-arranged with the homeowner.
- C. The applicant/homeowner will be notified of a violation in writing by the DRC chairman or his/her designate, the written notification to be delivered in person and/or by First Class Mail and Postmarked within five (5) business days of the site visit.
- D. If the violation is not resolved within 30 calendar days after notification, a second written notice will be sent by certified mail.
- E. If the violation is not resolved within fifteen (15) calendar days after notification of the second violation notice, a third notice will be sent certified mail informing the resident of the time and place of a SCPRA Board of Directors meeting concerning the violation.
- F. If the violation is not resolved by the Board of Directors, the violation will be turned over to the proper authorities with a recommendation for legal action.

#### 5.9 Actions Required Prior to Construction

- A. All proposed construction must be accurately staked out on the site, including all building corners, out buildings, and additions. In addition, a protective barrier, such as tree protection fences must be erected where appropriate within the limits of construction, or when erosion control is necessary or required by Warren County building authority or ordinances. When excavating for installation of a foundation, pool, etc., colored flags and/or fencing are required for safety reasons.
- B. A copy of DRC approved proposal material must be on site at all times.
- C. The homeowner is responsible for obtaining all required local building permits and complying with all laws and ordinances that apply for the work they are undertaking.
- D. All alterations to the DRC approved plans must be submitted to the DRC for approval before construction of those alterations begins. Alterations to approved applications that are completed without review/approval by the DRC are subject to disapproval and violation until the DRC receives and approves an application regarding the alteration or the homeowner reverts the altered design back to the approved design or original construction (if approved).

#### 5.10 Grandfathering

Homes that are in violation of these guidelines due to a change in this version of the guidelines shall be exempted from DRC enforcement and shall be "grandfathered" until such time as replacement of the component creating the violation is necessary or performed. This will be addressed on a case-by-case basis. Grandfathering shall survive changes in homeownership.

### ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

#### 6.1 Use of Property

Property which has been designated for a particular use in accordance with Section 6.2 or Section 8.1 shall not be used for any other use.

#### 6.2 Designation of Property

The Association may at any time designate any portion or portions of the Property which it owns, including any Lot, for a particular use. The SCPRA Board hereby ratifies any land use designations which have been made in re-plats properly filed in the Warren County Public Registry prior to acquisition by the SCPRA Board. The Board may designate land use in either of two ways. For un-platted land, the SCPRA Board may file an instrument in the Warren County Public Registry which describes the property affected, refers to this Section of the Covenants, and

designates the use according to one of the following categories, as such categories may be defined by the SCPRA Board.

- A. Residential
- B. Commercial
- C. Industrial
- D. Recreational open space
- E. Other designated use (including mixed use)

For land which is platted and land which is being platted, the Board may at the time of filing a plat or re-plat, or at the time of any subsequent plat or re-plat, designate all Lots owned by the SCPRA Board in the area covered by such plat or re-plat according to one or more of the categories set forth above. Any purchaser of a portion of the Property which has not been designated for a particular use in accordance with this Section shall have, with respect to said portion of the Property, the powers of the SCPRA Board set forth in this Section.

#### 6.3 Changes in Designation

Prior to January 1, 2040, there shall be no change in the designation of a Lot or any other portion of the Property except with the mutual consent of the Owner thereof and the SCPRA Board, together with such additional local governmental approvals as may be required.

#### 6.4 Prohibitions

The following activities and uses are, and shall be prohibited on in connection with the Property:

- A. **Pipes** - Except during construction, no water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground, except hoses and movable pipes for temporary irrigation purposes.
- B. **Nuisances** - No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- C. **Air and Water Pollution** - No use of the Property will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid waste or harmful matter into any waterway in excess of environmental standards applicable thereto, which standards shall at a minimum meet the requirements of Local, State, and Federal Law any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public body having jurisdiction. No person shall dump garbage, trash, or other refuse into any waterway on or immediately adjacent to the Property.
- D. **Re-subdivision** - Prior to January 1, 2040, no Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise except with the consent of the parties responsible for approving changes in land use designation. After December 31, 2030, the Owner of a Lot may, upon approval by any applicable local governmental authority, split divide or subdivide such Lot by filing a report thereof in the Warren County Public Registry.
- E. **Timber** - No Lot may be used primarily for the purpose of clear-cutting timber.
- F. **Temporary Buildings** - No temporary structure, mobile home, trailer, garage, or partially completed building shall be used temporarily or permanently as a residence on a Lot or as an office, or for any other commercial use except as a temporary construction office.
- G. **Erosion** - No structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may create erosion or sliding problems, or which may obstruct or retard the flow of water through drainage channels.
- H. **Automobiles** - Automobiles and trucks having been deemed as no longer being in use shall not be permitted to be kept on any Lot whether residential or commercial.
- I. **Trash**
  - i) Except during the construction of any structure, no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate outside on any Lot. During construction, it shall be the responsibility of each Owner to ensure that the construction sites are kept free of unsightly

accumulations of rubbish and scrap materials and that construction trailers, sheds, and equipment are kept in a neat and orderly manner.

- ii) No burning or any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made at such place on the Lot so as to provide access to persons making such pick up. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding Lots and from streets.
- J. **Animals** - No animals of any kind including without limitation livestock, (EXCEPT poultry) shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, are not an excessive number of pets, or a nuisance, or unsanitary.
- K. **Maintenance** - Each Owner shall keep and maintain all Lots and structures owned by him or her in good condition and repair, including but not limited to the seeding, watering, and mowing of all lawns; the pruning and trimming of all trees, hedges, and shrubbery so that the same are not detrimental to adjacent Lots, obstructive of a view of street traffic or unattractive in appearance, and the repairing and painting or other appropriate external care of all structures.
- L. **Sight Distance at Intersections** - No fence, wall, hedge or shrub planting or other structure which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street, lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## ARTICLE VII. RESIDENTIAL RESTRICTIONS

### 7.1 General Residential Restrictions

In addition to the provisions of Article VI, the following restrictions shall pertain and apply to all Lots designated as residential in accordance with Sections 9.1, 9.2, 9.3, and 9.4.

- A. **Use restrictions** - No use other than a residential use shall be maintained on a residential Lot.
- B. **Model Homes** - All else herein notwithstanding, any residential Lot may be used for a model home or for a temporary sales office.
- C. **Outside Storage** - Outside storage of any items shall not be allowed unless effectively screened by appropriate enclosures from view outside the Lot.
- D. **Fences** - No fence or wall of any kind shall be permitted to exceed six (6) feet in height or extend in front of a single-family structure. All fences shall be constructed of wood, brick, stone, concrete, wrought iron, or chain link wire.
- E. **Transport Vehicles** - Vehicles used to transport goods and materials and having a tonnage in excess of three-fourths (3/4) ton shall not be permitted to park on residential streets, driveways, or Lots overnight, and no vehicle of any size which transports inflammatory or explosive cargo may be kept in a residential area at any time.
- F. **Signs** - No sign of any kind shall be displayed to the public view on any Lot with a single-family structure except one (1) professional sign of not more than (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- G. **Antennas and Poles** - No radio, television, or other antenna, and no flagpole or other pole, shall (1) extend more than ten (20) feet above located on a residential Lot or (2) have a width or span in excess of fifteen (15) feet.

- H. **Motor Homes, Recreational Vehicles and Trailers** - No motor home, recreational vehicle, boat trailer, or other trailer shall be allowed to be parked overnight on the street or at any other place between the street and the front building line of a structure located on a residential Lot.

#### 7.2 Additional Residential Restrictions

In addition to the foregoing restrictions, restrictions with respect to the maximum height, minimum square footage, and exterior finish of all single-family structures at any time constructed on particular Lots may be imposed at any time by the Owner of said Lots by filing said restrictions in the Warren County Public Registry, and they shall be enforceable as part of these Covenants.

### ARTICLE VIII. COMMERCIAL AND INDUSTRIAL RESTRICTIONS

#### 8.1 General Commercial and Industrial Restrictions

In addition to the provisions of Article VII, the following restrictions contained in this Article shall pertain and apply to all Lots designated as Commercial or Industrial in accordance with Sections 6.2 and 6.3.

- A. **Use Restriction** - No residential or mixed-use shall be maintained on a commercial or industrial Lot, nor shall any living unit or multi-family structure be erected on a commercial or industrial Lot.
- B. **Landscaping and Maintenance** - All areas on commercial and industrial or paved parking or walkways for buildings, improvements or paved parking or walkways shall be landscaped so as to enhance the appearance of the site and shall at all times be maintained in a neat and orderly condition, with hedges trimmed and lawns mowed and adequately watered. All such areas shall be kept free at all times from debris, papers, excessive leaves, branches, trash, and refuse of all kinds. No commercial or industrial property may be purchased for the primary purpose of clearing, cutting of timber, or other natural growth.
- C. **Parking Facilities** - Each Owner shall require all persons coming onto commercial or industrial Lots to park all motor vehicles in paved parking spaces and shall not permit any such person to park a motor vehicle on any private street or road on such Lots or at any place other than paved parking spaces.

### ARTICLE IX. EASEMENTS, ZONING AND OTHER RESTRICTIONS

#### 9.1 Drainage, Easements, and Protection

(Refer to By-Laws Article II and DRC). Each owner, Lessee, and occupant of a Lot shall accept the drainage facilities, slopes, and slope erosion control planting on such Lot at the time of his or her acquisition, thereof and:

- A. shall maintain the same at his or her own expense, and shall not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots, or shall make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his or her Lot; and
- B. shall permit free access by Owners of adjacent or adjoining Lots to slopes or drainage ways located on his/her Lot which affect said adjacent or adjoining Lots when such access is essential for the maintenance of permanent stabilization on said slopes or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slope or drainage way is located. For the purposes hereof, 'established drainage' is defined as the drainage which occurred at the time the overall grading of said Lot, including the slope erosion control planting on said Lot, was completed by the original developer of said Lot,

#### 9.2 Entry

The Association and its respective agents, successors, and assigns shall have the right at all reasonable times upon reasonable note to enter upon all parts of the Easement Area of each Lot for any of the purposes for which said easements and rights of way are reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry. The SCPRA and its respective agents, successors, and assigns, shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in the Easement areas pursuant to the provisions of Section 9.1.

9.3 Zoning and Private Restrictions

These Covenants shall not be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules, or regulations of any governmental body, or by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases, or these Covenants shall govern and control.

9.4 Non-Discrimination

No Owner nor anyone authorized to act for an Owner shall refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the Property to any persons because of race, color, religion, sex, handicap, or national origin. This Covenant shall run with the land and shall remain in effect without any limitation in time. Any restrictive covenant on the Property relating to race, color, religion, sex, handicap, or national origin is recognized as being illegal and void and is specifically disclaimed.

Article X. DURATION AND AMENDMENT

10.1 Duration

These Covenants and restrictions shall run with and bind the Property, inuring to the benefit of and being enforceable by the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors, and assigns, until December 31, 2030. Thereafter, these Covenants shall automatically renew for successive ten (10) year periods.

10.2 Amendment

These Covenants may be amended only by recording in the Warren County Public Registry an instrument executed by Class A Members entitled to cast at least two-thirds (2/3) of the votes of Class B Members, and, prior to January 1, 2040, approved by the SCPRA, so long as it is the owner.

Article XI. ENFORCEMENT

11.1 Enforcement

The Association (which may act through the DRC) may enforce these Covenants by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. If the Association fails to enforce these Covenants within thirty (30) days of a written request by the Owner, the Owner may enforce them as set forth in this Section.

11.2 No Waiver

Failure of the Association, the Owner of any Lot, or their respective legal representatives, heirs, successors, and assigns to enforce these Covenants shall not be considered a waiver of the right to do so thereafter as to the same violation or breach or a to a similar violation or breach occurring prior or subsequent thereto.

**ATTACHMENT A. CERTIFICATION – SOUL CITY PARKS & RECREATION ASSOCIATION, INC.**

I, Tisha Stowe Secretary to the Soul City Parks & Recreation Association, Inc. Board of Directors, do hereby certify that at least a majority of Class A & B Members which are listed as part of the SCPRA, March 4, 2025, Minute Record, voted to amend these Covenants as per the Minutes of the Soul City Parks & Recreation Association, dated March 4, 2025.

DATED THIS 4th DAY OF March 2025.

Tisha Stowe (SEAL)  
Secretary Signature

STATE OF NORTH CAROLINA

COUNTY OF Warren

I, Floyd B. McKissick, III, a Notary Public for said County and State do hereby certify that Tisha Stowe appeared before me this day and acknowledge the due execution of the foregoing instrument.

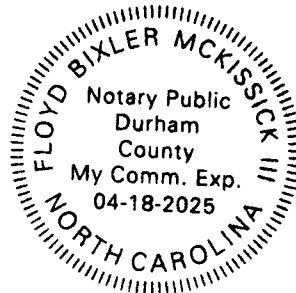
Witness my hand and official seal, this the 4th day of March 2025.

(Official Seal)

Notary Public

My commission expires:

Floyd B. McKissick, III  
4/18/25



ATTACHMENT B.

Record of Voters to Amend

In Vote to amend the  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS OF  
SOUL CITY PARKS & RECREATION ASSOCIATION.  
THIS 4th DAY OF March 2025  
(SEE SCPRA MARCH 4, 2025, BOARD OF DIRECTORS MINUTE RECORD)

| NAME                         | ADDRESS               | CITY & STATE | ZIP CODE |
|------------------------------|-----------------------|--------------|----------|
| Tyrone Melton                | P O Box 128           | Manson NC    | 27553    |
| S.Charmaine McKissick-Melton | P O Box 128           | Manson NC    | 27553    |
| Lisa Durham                  | 105 Allen Cr.         | Norlina, NC  | 27563    |
| Magnolia Jackson             | P O Box               | Manson, NC   | 27553    |
| Saul McCoy                   | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| Malawi                       |                       |              |          |
| Charley Howell               | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| Charles McNair               | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| Tisha Stone                  | 108 Scott Cr.         | Norlina, NC  | 27563    |
| Geraldine Winston            | 103 White Cr.         | Norlina, NC  | 27563    |
| William Winston              | 103 White Cr.         | Norlina, NC  | 27563    |
| Neril Ellis                  | 123 Nutbush Creek Ln. | Norlina, NC  | 27563    |
| Novelette Ellis              | 123 Nutbush Creek Ln. | Norlina, NC  | 27563    |
| Ihsan Abdin                  | 115 Turner Cr.        | Norlina, NC  | 27563    |
| Margo Fisher                 |                       |              |          |
| James Privett                | 122 Freedom Dr.       | Norlina, NC  | 27563    |
| Collin Brown                 | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| John Stewart                 | P O Box 85            | Manson, NC   | 27553    |
| Alice Stewart                | P O Box 35            | Manson, NC   | 27553    |
| Aziz Carrell                 | 104 Macon Cr.         | Norlina, NC  | 27563    |
| Chandra G. Brown             | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| Proxy Jane Ball-Groom        | P O Box 132           | Manson, NC   | 27553    |
| Proxy Darren Lynch           | 365 Soul City Blvd.   | Norlina, NC  | 27563    |
| PROXY Victor Hunt            | 108 Paine Cr.         | Norlina, NC  | 27563    |
| PROXY Wanda Hunt             | 108 Paine Cr.         | Norlina, NC  | 27563    |