

FILED in PAMLICO County, NC  
on Apr 30 2008 at 12:52:16 PM  
by: SUE H. WHITFORD  
REGISTER OF DEEDS  
BOOK 515 PAGE 415

NORTH CAROLINA  
PAMLICO COUNTY

Prepared by/Return to: Sara L. Delamar, Delamar & Delamar, PLLC, Attorneys at Law,  
P.O. Box 411, Bayboro, NC 28515

PROTECTIVE COVENANTS  
CAMP CREEK SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS  
AND EASEMENTS, dated for purposes of reference only this 17 day of April  
2008, 2008, by **Camp Creek Partners LLC**, a North Carolina Limited  
Liability Company, hereinafter called "Declarant"; **Branch Banking and Trust  
Company**, hereinafter called "Mortgagee"; and **BB&T Collateral Service Corporation**,  
hereinafter called "Trustee".

RECITALS:

Declarant is the owner of real property generally known as Camp Creek (the  
"Subdivision"), which property is more fully described herein and shown on that plat  
entitled "FINAL PLAT CAMP CREEK SUBDIVISION" and recorded in Plat Cabinet  
A, Slides 162-9 and 162-10, Pamlico County Registry (the "Plat").

In order to enforce the provisions of these Protective Covenants, including but not  
limited to the architectural control standards established herein, in order to maintain the  
subdivision in a clean and attractive condition, in order to own, manage and maintain the  
Association Properties, and to further provide an organization for the benefit of the owner

RETURNED TO: Camp Creek Partners  
DATE RETURNED: 403 Factory Street  
Orrental, NC  
28571

of each Lot within the Subdivision, Declarant has created an unincorporated association named "Camp Creek Homeowners' Association". The owner of each Lot within Camp Creek is and shall be a member of the Association, and the Owner of each such Lot is and will be obligated to pay dues and assessments to the Association for the benefit of the Association and every owner within the Subdivision. The organization and operation of the Association is described in these Protective Covenants, in the By-Laws of the Association, and in N.C.G.S. 47F-3-101 through 47F-3-120 which are incorporated herein by reference.

It is the desire and intention of Declarant, for its benefit and for the benefit of the purchaser of each lot within the Subdivision, and with the objective of preserving the value of each Lot, to restrict the utilization of and improvements within the Subdivision in accordance with the guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Protective Covenants for the use and benefit of all present and future owners of Lots within the Subdivision.

As used herein, the word "Lot(s)" shall mean and refer to any Lot made subject to the provisions of these Protective Covenants designated for construction thereon of a residential structure as such Lot is shown on a recorded subdivision map of record in the Office of the Register of Deeds of Pamlico County.

1. **DESCRIPTION.** The real property which is, and shall be held, transferred, sold and conveyed, subject to these protective covenants are Lots 1 through 13, and the common areas as shown on the Plat. "Common Area" shall mean all the real estate (including retention ponds, storm drainage improvements, streets (including any dedicated streets prior to their acceptance for public maintenance) and all landscaping and other improvements thereon) owned by the Association for the common use and enjoyment of the owners of the Lots, except that area shown on the Plat as "Proposed Camp Creek Arboretum & Park". Common Areas shall include, but not be limited to, the area shown on the Plat as "Common Area" and that area shown as Evergreen Lane.

2. **SINGLE FAMILY UTILIZATION.** No Lot shall, be utilized for any purposes other than residential purposes, and only one structure intended for use as a residence ("Living Unit") may be constructed on any one Lot. No Living Unit constructed within the Subdivision shall be utilized for commercial purposes, except that

Declarant or its assigns shall be entitled to use any structure located within the Subdivision for purposes relating to the sale of property within the Subdivision. While it is not the intent of this Protective Covenant to prevent joint ownership of Lots, or ownership by a corporation, partnership, limited liability company, or trust, it is specifically prohibited that any Living Unit be utilized in the nature of a time share or use share accommodation. The Association shall have the specific authority to adopt rules prohibiting or restricting the utilization of a Living Unit by multiple families either at the same time or in alternating time frames to the extent that such utilization has a likelihood of increasing traffic within the Subdivision or promoting utilization of a Living Unit by more than a number of persons which can reasonably be accommodated by such Living Unit in the manner of a single family residence utilized for permanent or second home residential purposes.

3. **BUILDING AND SITE RESTRICTIONS.** There shall be established as a committee of the Association an Design Review Committee ("Committee"). The Committee shall adopt building guidelines for utilization and elevation of proposed landscaping and construction plans. The following restrictions shall apply:

A. All Living Units must be constructed on site in accordance with standards for single family homes included in the North Carolina Uniform Residential Building Code, notwithstanding whether or not such homes are constructed in whole or in part on site. No home may be moved onto any Lot if such home has previously been occupied or used as a Living Unit elsewhere. No mobile home shall be located on any Lot.

B. All improvements shall comply with all applicable Federal, State, County, and Town regulations in existence at the time an improvement is built.

C. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the Development, except for average driveway crossings, is strictly prohibited.

D. The heights of structures on any Lot shall be subject to approval of the Committee in accordance with the standards set out in Section 4 hereunder.

E. Fences on any Lot are subject to the complete jurisdiction of the Committee including location, style, materials and heights. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. The Committee shall only approve the construction of a fence in any location

upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot or property and does not unreasonably impede the view of any water course or other attractive feature from any other property. The Committee shall adopt guidelines concerning permissible location of fences, and the permissible styling and construction standards of allowable fences. No chain link fences or utility fences shall be located on any Lot.

F. No vehicles or boats shall be allowed to be parked on any Lot or any Association Property, or on any right-of-way, which is determined by the Association to be of a type, because of size or weight, not appropriate for overnight parking within a residential subdivision. As an example, tractor/trailer trucks, heavy construction equipment, recreational vehicles or boats exceeding the size and weight permitted by North Carolina Department of Transportation towing regulations shall not be parked on any Lot, or on any Association Property. Motor homes of appropriate size and weight may be parked on a Lot. However, no motor home shall be used as a residence or a living quarter while parked on or near a Lot.

G. Any activity within the subdivision, whether active or passive, that is reasonably considered a nuisance by the Association shall be halted or limited. This prohibition includes any activities on any street or on Association Property. The Association is specifically authorized by Section 13 of these Protective Covenants to adopt rules regarding conduct and use of such properties; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Protective Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Protective Covenants or by an adopted rule, the Association shall give written Notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If any nuisance is not terminated within a reasonable time thereafter, the Association may pursue any legal or equitable remedy, and may collect in any such action all attorney's fees incurred.

H. It is encouraged that in the fertilization on any Lot of any lawn or yard that liquid fertilizers (not time release fertilizers) be utilized, so as to minimize the nutrient runoff from yards and lawns onto surrounding bodies of water.

- I. No Living Unit may be leased or rented for a rental term less than three (3) months.
- J. Each unimproved Lot shall be maintained in a condition comparable to the condition of unimproved Lots offered for sale by Declarant. In order to ensure compliance with this requirement, the Association shall have the right and authority, which is specifically acknowledged by the owner of each Lot, to go upon each Lot which is unimproved, and cause any or each of such unimproved Lots to be mowed, and trash and debris located thereon to be removed, if the owner fails to do so after request by the Association. To compensate the Association for this expense, the owner of each unimproved Lot shall pay to the Association, as Supplemental Dues, a sum equal to the actual cost to the Association causing this work to be accomplished, plus fifteen (15) percent.
- K. No significant clearing or landscaping of any Lot shall be undertaken more than thirty (30) days prior to the commencement of construction on said Lot of the primary Living Unit to be located thereon. This provision shall not preclude the removal of underbrush or damaged or diseased trees, nor shall this provision preclude the installation of a driveway.
- L. Non-paved driveway accesses to Living Units on Lots shall be permitted, but must be properly maintained. All crossings of drainage swells or ditches located on any road or right-of-way must be by appropriately designed and engineered, and culverts installed by the owner of said Lot, as approved by the Committee.
- M. No detached garage, storage shed, or carport shall be permitted on any Lot unless architecturally compatible with the primary Living Unit to which it is appurtenant. All such structures must be constructed in conjunction with or later than the construction of the primary Living Unit on the Lot.
- N. Upon completion of a Living Unit, the owner of the Lot upon which the Living Unit is located shall provide parking space for two vehicles on said Lot. Said parking space shall be a part of a paved or non-paved driveway and shall be completed prior to the issuance of a certificate of occupancy for the Living Unit.

**4. DESIGN REVIEW COMMITTEE PROCEDURES**

- A. SUBMITTAL OF PLANS. At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or

improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Committee a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways (and parking space for two vehicles), patios, decks and walkways. There shall be further provided to the Committee sufficient building elevations and landscape plans, including a statement of exterior building materials and proposed exterior colors, to allow the Committee to appropriately and accurately evaluate what is proposed for Construction on the Lot. The location of a proposed well (if any) shall also be delineated. The survey, building elevations and landscape plans, shall be of professional quality. There shall be submitted two copies of all information required to be submitted.

B. STANDARDS FOR APPROVAL. Within one hundred eighty (180) days after receipt of all required information, the Committee shall notify in writing the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Committee within one hundred eighty (180) days, the plan shall be deemed approved. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the owner of the Lot of the conditions imposed. No response shall be required from the Committee provided a submission contains, on its face, the information required to be submitted as more fully set out hereinbefore.

The Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Committee:

- 1) that the improvements sought to be constructed will not have negative economic impact on any other property within the Subdivision;
- 2) that all required specific standards and other conditions contained within the Protective Covenants and other applicable legal documents have been met;

- 3) that the improvements are architecturally compatible with proposed or constructed improvements on other properties within its Community;
- 4) that the natural features of the Lot have been retained to the maximum extent feasible; and
- 5) that the impervious surface limitation coverage proposed on each Lot is consistent with the requirements of the Division of Environmental Management Coastal Stormwater Regulations.

Notwithstanding the procedures contained within this Section 4, review of proposed minor construction proposed improvements to existing structures, or minor landscaping, may be delegated to a sub-committee and may be reviewed in accordance with abbreviated procedures adopted and published by the Committee from time to time.

C. **RIGHT OF APPEAL.** Any owner disagreeing with the finding of the Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial (or notice of imposition of conditions unacceptable to said owner). The Board of Directors of the Association shall then review the plans, giving the Chairman of the Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner or his agent, and the owner or his agent may present information challenging the findings of the Committee. The decision of the Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

D. **NOTICES.** All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Committee and the other shall be returned to the applicant.

## 5. ASSOCIATION

A. **MEMBERSHIP OF ASSOCIATION.** Every Owner of a Lot shall be a Member of the Association. Such Owner and Member shall abide by the

Association's Rules and Regulations, shall pay the Assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's governing body. Conveyance of fee simple title to a Lot automatically transfers membership in the Association without necessity of further documents. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment.

B. CLASSES OF MEMBERSHIP. The Association shall have two (2) classes of Membership:

(1) Class A Members. Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot shall automatically be a Class A Member of the Association, except the Declarant during the Development Period; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

(2) Class B Members. The Class B Member during the Development Period shall be the Declarant. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Development Period.

C. DEVELOPMENT PERIOD. "Development Period" means the period commencing on the date on which this Declaration is recorded in the Pamlico County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors; or (iii) the occurrence of the date two (2) years from the date of recording the Declaration, renewable for an additional one (1) year period with the consent of a majority of Lot Owners other than the Declarant.

D. VOTING. Each Member shall have one vote with respect to each Lot owned by such Member, but a Class A Member shall not be entitled to exercise any vote until the expiration of the Development Period.

E. SERVICES AND ASSISTANCE OF THE ASSOCIATION. To the extent necessary, the Association may employ personnel necessary to perform its obligations, or needed to benefit the owners of Lots within the Subdivision. The Association shall have the obligation to provide for itself and for the benefit of each owners all necessary professional services to promote the proper maintenance of all Association Properties and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of the Subdivision and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. The Association shall maintain specific Association Properties in accordance with standards established by Declarant in any amendment to these Protective Covenants or in any deed of conveyance to the Association.

The Association shall have the optional authority to provide any service it believes desirable, including, but not limited to cable television, waste collection or utility service. Such services may be provided by the Association directly, by a subsidiary owned by the Association or by contract with a third party. Assessments may be collected from Lot owners to pay for the provision of such services. Such services must be for the benefit of owners of Lots.

F. RESERVES. The Board of Directors of the Association may maintain a capital reserve fund if deemed necessary by said Association, but shall be under no obligation to do so if, in the reasonable opinion of the Board of Directors of the Association, annual maintenance of streets and other common areas is sufficient to make unlikely significant and unexpected expenditures within a five (5) year period from the due date of the current regular assessment.

G. DUES AND ASSESSMENTS. In order to fund the Association's obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (1) annual charges or dues, including Supplemental Dues; and

- (2) special assessments; and
- (3) fees, charges or deposits as specifically authorized by these Protective Covenants.

All such assessments, dues and fees, together, with any interest thereon, shall be a charge on the Lot and shall be a continuing lien upon the property against which such charges are levied. Liens shall be perfected in the manner of a mechanic's or materialman's lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year for the Association, as to annual dues and Supplemental Dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association, or his designee said power of sale.

Annual dues shall be in an amount determined by a majority vote of the Directors of the Association. Supplemental Dues shall be in an amount as, specified by these Protective Covenants and amendments hereto. The initial annual dues for each Lot shall be \$50.00 per Lot. The annual dues may be altered for any fiscal year of the Association beginning with the fiscal year commencing January 1, 2009.

Any particular charge or expense incurred by the Association due to the actions or inactions of a particular owner, such as, but not limited to, the obligation of the Association to clean or clear any Lot as allowed by these Protective Covenants, following failure of the owner of such Lot to do such required action, or any charges required to provide specific services to a particular group of Lot owners, as specified herein, may be assessed as Supplemental Dues against the owner of said Lot, or Lots, and such Supplemental Dues may be collected by the Association utilizing all processes and procedures as allowed for the collection of annual dues.

A special assessment of less than \$1,000.00 may be levied from time to time by vote of a minimum of 51% of the total votes cast in any regular or special meeting, called in accordance with the By-laws. A special assessment in excess of \$1,000.00 may be levied from time to time by vote of a minimum of 75% of the total votes cast in any regular or special meeting. A special assessment may be made for any

purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable. All special assessments shall be assessed equally against all Lot owners.

H. **COMMON AREA.** The Association may place improvements on the area shown on the plat as "COMMON AREA". A decision to place such improvements on the Common Area, and to levy a special assessment for such improvements requires a vote of a minimum of 75% of the total votes cast in any regular or special meeting, called in accordance with the By-laws.

6. **ENFORCEMENT.** These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot owner; by the Association, upon approval by its Board of Directors; or by Declarant, as long as Declarant owns any property within the Subdivision. Appropriate remedies shall include, but are not limited to, specific performance. In any action to enforce these Protective Covenants, including any action to collect dues or assessments, whether regular, special or supplemental, or to foreclose upon any real property for non-payment of such dues or assessment, all costs associated with said collection including court costs and reasonable attorney's fees, shall be collected as an additional charge. In addition, interest at the rate of eighteen percent (18%) per annum shall be collected from the due date of any dues or assessment, until paid in full.

The State of North Carolina is given specific authority to enforce these Protective Covenants to the extent necessary to cause compliance with the impervious surface limitations imposed by the North Carolina Coastal Stormwater Regulations. The remedies available to the State of North Carolina include, without limitation, the remedy of specific performance.

7. **SETBACKS.** All setback and building restriction areas, and allowable building areas, as shown on the Plat are incorporated herein by reference. The setback and building restriction areas may be varied by the Committee for good cause, except that no setback imposed by the Town of Oriental can be waived by the Committee without there first being granted a variance by the said Town.

8. **AMENDMENTS.** These Protective Covenants shall continue in full force and effect until 12:00 noon on January 1, 2018, at which time they shall

automatically extend for additional successive periods of ten (10) years. This Declaration may be amended at anytime by a vote or written agreement signed by the owners of seventy-five percent (75%) of the Lots subjected to these Protective Covenants (including any amendments hereto). No amendment shall alter the rights or obligations of Declarant without Declarant's written consent. No amendment shall become effective until recorded in the Office of the Register of Deeds of Pamlico County.

9. **MINOR AMENDMENT.** Declarant, or its successor or assign, shall be allowed to amend these Restrictive Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered and apparent error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the Office of the Register of Deeds of Pamlico County, which Corrected Declaration shall specifically reference this document, and the provision impacted.

10. **BINDING EFFECT.** All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land subjected hereto, accepts the same subject to these Protective Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Protective Covenants, jointly, separately, and severally.

11. **RESERVATION OF RIGHTS.** Any utility easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized utility companies (including the Town of Oriental) or by the owner of any Lot or Living Unit within the Subdivision, for purposes of providing utility services or necessary drainage, but as to Lot or Living Unit Owners, only upon approval of the Association given by its Board of Directors.

12. **ASSOCIATION PROPERTY.** As used herein the term "Association Property" shall mean any Property deeded to the Association.


13. **RULES.** The Board of Directors may from time to time establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of each Lot and the tranquility of the owners. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots and Living Units as of the date of the adoption of such rule. All such rules shall be enforceable as though set out within these Protective Covenants.

14. **UTILITY AND DRAINAGE EASEMENT.** There are specifically reserved utility and drainage easements ten feet in width along all Lot lines. The utility easements may be utilized by any public utility providing service to the Subdivision.

15. Mortgagee and Trustee join in the execution of this declaration for the sole purpose of subordinating their interest created by that purchase money deed of trust recorded in Deed Book 473 at Page 630, Pamlico County Registry to the rights and covenants created herein.

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

**CAMP CREEK PARTNERS LLC**

BY:  (SEAL)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

PAMLICO County, North Carolina

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

ANTHONY J. WAKEFIELD, Member-Managers of Camp  
Creek Partners LLC.

Date: APRIL 21, 2008

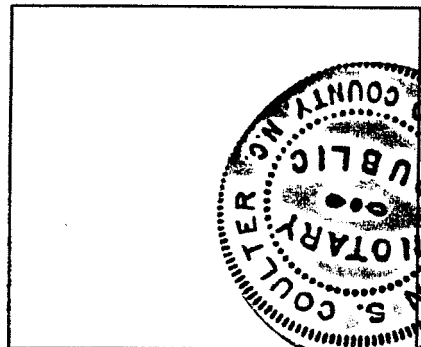
[Handwritten Signature]

Official Signature of Notary  
Notary Public

JOHN S. COULTER

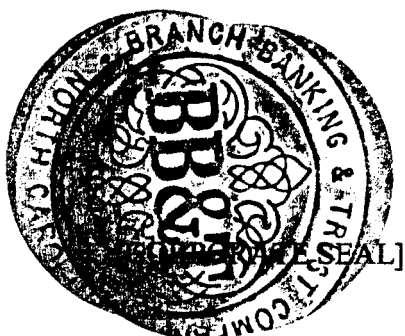
Notary Public Printed Name

My commission expires: 5 MAR 2013



Notary Seal or Stamp Must  
Appear In Above Box

CONSENT OF MORTGAGEE



BB&T COLLATERAL SERVICE CORPORATION  
(TRUSTEE)

ATTEST:

Natalie Engelman  
ASST. Secretary

Natalie Engelman  
Printed Name

BY: [Signature]  
Vice-President

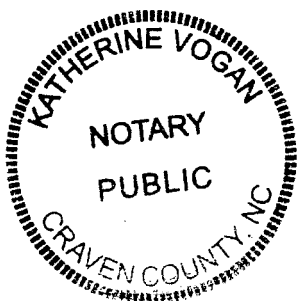
David M. Stroud  
Printed Name

NORTH CAROLINA

Craven COUNTY

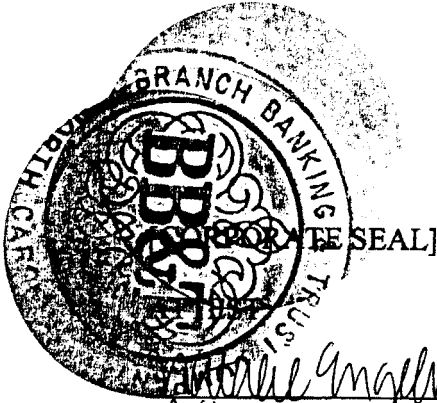
I, Katherine Vogan, a Notary Public of the County and State aforesaid, certify that David M. Stroud personally appeared before me this day and acknowledged that he is the Secretary of BB&T Collateral Service Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by Natalie Engelman as its Secretary.

Witness my hand and notarial seal, this 23 day of April, 2008



Katherine Vogan  
Notary Public Signature

Katherine Vogan  
Notary Public Printed Name



BRANCH BANKING AND TRUST COMPANY

BY: [Signature]

Vice-President

L. R. Thomas III  
Printed Name

Natalie Engelman  
ASST. Secretary

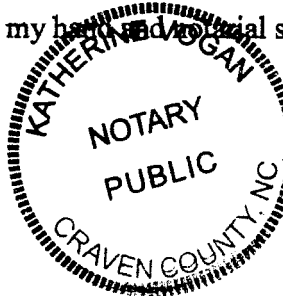
Natalie Engelman  
Printed Name

NORTH CAROLINA

Craven COUNTY

I, Katherine Vogan, a Notary Public of the County and State aforesaid, certify that L. R. Thomas III personally appeared before me this day and acknowledged that he is the Secretary of Branch Banking and Trust Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by Natalie Engleman as its Secretary.

Witness my hand and official seal, this 23 day of April, 2008.



Katherine Vogan  
Notary Public Signature

Katherine Vogan  
Notary Public Printed Name

My Commission Expires: Jan. 21, 2009