

**TWIN RIVERS DEVELOPMENT
DECLARATION OF RESTRICTIONS
AS AMENDED AND RESTATED JULY 10, 2004**

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

W I T N E S S E T H:

WHEREAS, Twin Rivers is a planned community created by a Declaration of Restrictions dated June 22, 1998 and recorded at Book of Records 460 at Page 679, Watauga County Register of Deeds Office, which original Declaration was supplemented both by a First Addendum to Declaration of Restrictions dated October 20, 1999 and recorded in Book of Records 479 at Page 626 of the Watauga County Register of Deeds Office; and also by the following Supplemental Declarations of Restrictions, all recorded in the Watauga County Registry: (a) that instrument recorded at Book of Records 608 at Page 417 (for Rivers Edge Subdivision at Twin Rivers); (b) that instrument recorded in Book of Records 726 at Page 746 (for the initial section of Phase I-A, also known as "Golden Trail"; (c) that instrument recorded in Book of Records 734 at Page 872 (Meadowood Subdivision at Twin Rivers); and (d) that instrument recorded in Book of Records 814 at Page 418 (Completion of Phase I-A also known as "Golden Trail"), the original Declaration, First Addendum and the Supplemental Declarations all being collectively referred to in this instrument as the "Declaration"; and

WHEREAS, the Declaration was amended, as authorized by North Carolina General Statutes Section 47F-1-102(d), by instrument recorded in Book of Records 935 at Page 829 of the Watauga County Registry to provide both that Chapter 47F of the General Statutes of North Carolina, entitled the "North Carolina Planned Community Act" and referred to herein as the "Act", shall fully apply to the planned community of Twin Rivers and also that, pursuant to NCGS section 47F-2-117, the Declaration may subsequently be amended by affirmative vote, or written agreement signed, by lot owners of lots, to which at least seventy-five percent (75%) of the votes in the association are allocated; and

WHEREAS, the owners of lots within Twin Rivers to which at least seventy-five percent (75%) of the votes in the Twin Rivers Property Owners' Association (the "Association") are allocated have voted to further amend the Declaration and to re-record the Declaration with all amendments in a consolidated form; and

WHEREAS the said owners desire, for the use and benefit of themselves and their heirs, successors and assigns, to provide for the preservation of values, and the desirability and attractiveness of the real property; and, among other things, for the maintenance and operation of the private roads within the development; and,

WHEREAS, the property owners of Twin Rivers, individually and acting through their Association, deem it desirable for, among other things, the efficient preservation of the values and the maintenance and operation of the private roads that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of Lots in the Twin Rivers Development be continued, as amended, as covenants running with the land; with the Association designated as the agency to which the original Declarant and the property owners have delegated the powers and duties of maintaining the roads, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments;

NOW, THEREFORE, in consideration of the premises, the Association for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby causes to be recorded the attached "Amended and Re-Stated Declaration of Restrictions, Twin Rivers Development, Foscoe, North Carolina", which restrictions are to apply to, and limit and govern the use of those certain properties, and only those properties, identified on either the recorded residential subdivision plats for the Twin Rivers community, as they now appear of record and as they may be amended and supplemented from time to time hereafter, or in the deed descriptions contained within the instruments more specifically identified immediately below: the residential subdivision plats (the "Plats") for Twin Rivers Development recorded in the Watauga County Registry in Plat Book 14 at Page 65 (Lots 1 through 20, Phase I); Plat Book 14 at Page 191 (Lots 201 through 210, Phase 2A); Plat Book 14 at Page 245 (Lots 211 through 219, Phase IIB); Plat Book 14 at Page 246 (Lots 220 through 227, Phase IIC); Plat Book 15 at Page 55 (Lots 103-A, 103-B, and 103-C, Phase I, Section 2); Plat Book 15 at Page 251, superceding the Plat recorded in Plat Book 15 at Page 90 (Lots 301, 302, 303, 332, 334, 335, 336, 337, 338, and 339, Phase IIIA); Plat Book 15 at Page 118 (Lots 321 through 328, Lots 342, 343, and 344, Phase IIIB); Plat Book 15 at Page 151 (Lots 308 through 319, Lots 340 and 341, Phase IIIC); Plat Book 15 at Page 172 (Lots 1 through 6 of Rivers Edge Subdivision at Twin Rivers); Plat Book 16 at Page 206 (Lots 1 through 29, Meadowood Subdivision at Twin Rivers); Plat Book 17 at Page 52 (Lots A1 through A12, Phase IA also known as "Golden Trails"); Plat Book 17 at Page 328 (Preliminary Re-Division of Lots 328, 329, and 330); Plat Book 17 at Page 343 (Lots 1 through 5, "Streamside" Section); and Plat Book 17 at Page 380 (Rivers Edge, Phase 2); or else described in the following deed references: Book of Records 460 at Page 691 (10.509 acre tract originally sold to Frank J. Jakovac Jr. as pre-development tract); Book of Records 462 at Page 482 (10.317 acre tract originally sold as pre-development tract to Edward K. Butler); Book of Records 467 at Page 822 (10.376 acre tract originally sold as pre-development tract to Jerry M. Pierce); Book of Records 517 at Page 552 (un-platted Lot 21 sold to John M. Taulman; Book of Records 608 at Page 255 (1.01 acre un-platted residential lot tract containing former Romie Storie home-place and sold to Michelle L. Wood). The Association reserves the right, exercisable by majority vote of its Board of Directors, acting from time to time, to add other property to the terms of these Restrictions. Such additions shall be made in order to extend the scheme of these Restrictions to other real property that may be developed as part of Twin Rivers and to bring such additional property within the jurisdiction of the Twin Rivers Property Owners Association, thereby subjecting such additions to assessment for their just share of the Association's expenses. Such additions shall be made by filing of record a Supplemental Declaration of Restrictions, which shall identify the lots to be included and shall incorporate these Restrictions by reference.

DECLARATIONS OF RESTRICTIONS
(AS AMENDED AND RE-STATED JULY 10, 2004)
TWIN RIVERS DEVELOPMENT
FOSCOE, NORTH CAROLINA

(1) The purpose of these restrictions is to insure the use of certain property at the Twin Rivers Development for attractive single-family residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

(2) Unless amended as provided below, all and each of the restrictions, conditions, and covenants stated herein shall be binding upon subject lot owners in Twin Rivers until January 2015. These restrictions, as now or hereafter modified, shall be extended in full force and effect for new periods of successive ten-year terms, unless sooner terminated, as specified in the Act, by an instrument executed by the then owners of at least eighty percent (80%) of the single-family residential lots in the aforesaid development and duly acknowledged and recorded in the Office of the Register of Deeds, Watauga County, North Carolina. Notwithstanding the foregoing, this Declaration may be amended (but not terminated) at any time by the affirmative vote or written joinder of the owners of at least seventy-five percent (75%) of the lots to which voting rights in the Association are allocated, as provided for in the Act.

(3) All Lots (defined more specifically than in the Act for purposes of this Declaration as parcels of land dedicated for single-family residential development and either shown on recorded subdivision plats as referenced above or, in the case of the former Romie Storie homeplace with detached garage apartment pre-existing the development of Twin Rivers, that certain residential parcel more fully described in Book of Records 608 at Page 255, Watauga County Registry containing 1.01 acres and constituting an un-platted, residential lot tract), sold in Twin Rivers subject to these Declarations of Restrictions shall be used for single-family, detached residential purposes only. No structure except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any said lot other than (1) detached single family dwelling not to exceed two and a half (2-1/2) stories in height and one small one story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling.

(4) No structure of a temporary character shall be placed upon any lot at any time provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(5) No house trailer, mobile home, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time.

(6) No fuel tanks or similar storage receptacle may be exposed to view, but rather, must be installed only within the main dwelling house or within the accessory building or buried underground or otherwise appropriately fenced or screened from view.

(7) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets), exterior lighting or lighting, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During repair or construction of a new home, the owner is responsible to see that the contractor maintains the lot in a reasonable condition.

(9) It shall be the obligation of the property owner to provide, install and maintain adequate culvert and drainage pipe beneath his or her dwelling as it crosses the ditch line at the back, front or side of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street and the culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch and in no instance shall the drainage pipe be less than twelve (12) inches in diameter. No property owner shall interfere with or divert the natural flow of drainage of any creek, stream or river.

(10) No building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color, or finish, facade, roofing material, plot plans (showing the proposed location of such building or structure, drive and parking areas), and construction schedule shall have been approved in writing by the Association, acting through its Architectural Review Committee, its successors and assigns.

Upon written request by lot owners for approval of a completed application containing all required plans and specifications, the Association, acting through its Architectural Review Committee, shall have forty-five (45) days to approve or disapprove the plans. In the event of failure to approve or disapprove within the forty-five (45) days said approval will not be required, provided the design of the proposed building is in harmony with existing structures in the area. In any case, with or without approval, no dwelling with enclosed living area of less than one thousand five hundred (1500) square feet shall be constructed.

Garages on dwelling lots must be constructed of the same or compatible materials as specified for the dwelling; and no plans shall be approved unless the same shall provide for at least a standard two-car garage in the main dwelling or a detached accessory building, unless in the discretion of the Association, acting through its Architectural Review Committee, good cause exists to grant an exception. Refusal of approval of plans, location or specifications may be based by the Association or its Architectural Review Committee upon any reasonable ground, including purely aesthetic considerations, which in the discretion of the Association shall seem sufficient. No alterations may be made in such plans after approval by the Association is given except by and with the written consent of the Association. No alterations in the exterior

appearance of any building or structure shall be made without like approval by the Association. One copy of all plans and related data shall be furnished the Association, acting through its Architectural Review Committee, for its records.

(11) No building shall be located closer than forty (40) feet to the street line and not closer than thirty (30) feet to the adjoining property line. No building on a lot adjoining the rivers will be closer than forty (40) feet from the vegetative buffer line, and in no event shall any building on a river lot be closer than eighty (80) feet from the center of the river. An easement is reserved along the Watauga River and Boone Fork Creek fifty (50) feet from center for the use of all lot owners to access same and all construction shall be setback fifty (50) feet from the bank of the river or creek to maintain same as a buffer. In order to assure that houses will be located with regard to the topography of each individual lot, the Association, acting through its Architectural Review Committee, as successor to TAG, shall maintain the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site; said right to control the precise site and location of any house, dwelling or other structure shall specifically include the right and ability to waive the above-stated specific setback or sideline requirements without obtaining the permission of any property owner in the development.

(12) The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

(13) In the event the owner of any residential lot upon which a home has been constructed permits any underbrush weeds, etc. to grow within forty (40) feet of the home site on any lot to a height of two (2) feet, (except as part of a landscaping plan approved by the Architectural Review Committee of the Association) and on request fails to have the premises cut within thirty (30) days, agents of the Association may enter upon said land to remove the same at the expense of the owner. The Association may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot. This revision shall not be construed as an obligation on the part of the Association.

(14) No television, radio receiver, transmitter, satellite dish or other antenna which is visible from the river, street or adjoining property is permitted unless specific approval for such is obtained in writing from the Association. All telephone, electric and other wires of all kinds must be installed underground from the poles or the transmission cables located within the utility easements reserved in these Declaration of Restrictions, to any building, dwelling, or other use connection.

(15) No commercial signs, including "for rent" or "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined

total of more than three (3) square feet may not be erected without the written permission of the Association.

(16) Each lot owner shall provide space for parking not less than two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association. No on-street vehicular parking shall be permitted except as in accordance with reasonable standards established by the Association. No overnight parking of commercial vehicles, trucks or trailers shall be permitted unless under roof and in accordance with reasonable standards established by the Association, acting through its Architectural Review Committee.

(17) Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association, acting through its Architectural Review Committee.

(18) TAG has previously reserved unto itself, its successors and assigns, including the Association as its successor-in-interest, a perpetual, alienable and releasable easement over, upon, across, and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wire, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities and the Association may further cut drain ways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grades of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkway or any residential lot designated for such use on the applicable plat of a residential subdivision, but only with the prior permission of the owner of such lot. Such rights may be exercised by licensee of the Association to provide or maintain any such utility or service. The Association shall assure that in exercising the rights of this easement that no water, sewer or power lines shall be located in an area more than ten (10) feet from the property line.

(19) No live trees may be removed without the written approval of the Association, acting through its Architectural Review Committee, unless located within ten (10) feet of the main dwelling or accessory building or within (10) feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the Association, acting through its Architectural Review Committee.

(20) In the event the owner desires to sell, then said property shall be offered for sale to TAG at the same price at which the highest bona-fide offer has been made for the property and the said TAG shall have thirty (30) days within which to exercise its option to purchase said property at this price and shall have an additional period of not less than twenty (20) days within which to close said transaction and should TAG fail or refuse within thirty (30) days after receipt of written notice of the price and terms forwarded via registered mail, return receipt requested, to exercise its option to purchase said property at the offered price, then the owner of said

property shall have the right to sell said property, pursuant to said bona-fide offer, subject, however, to all covenants and limitations herein contained.

(21) The Association shall be responsible for the maintenance, repair, and upkeep of the private streets and roads in the development. The owner of each said lot in the development, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association an annual assessment for the expense of the above-stated road maintenance, upkeep and repair. The owner of each single family residential lot in the development, including TAG, shall be assessed for each lot owned an equal pro rata share of the anticipated expense necessary for the Association to fulfill its enumerated responsibilities, including, but not limited to, maintaining and repairing the road system within the development, maintaining appropriate capital reserves, paying clerical and administrative expenses, professional fees, landscaping and beautification expenses, and other expenses.

(22) Lots, as defined in this Declaration, may be re-combined or subdivided only with the prior approval the Association's Board of Directors after review and recommendation by the Architectural Review Committee. Each resulting residential lot must be not less than 1.0 acre in size and shall have a suitable building site for a residential dwelling. Notwithstanding this minimum Lot size, the Association shall be entitled to approve a re-division of property by the original developer and Declarant, Terra Alta Development Group, LLC to create a parcel approximately one-half (0.50) acre in size to be conveyed to the Association and maintained as a maintenance facility for the storage of vehicles, equipment and supplies used by the Association to care for the roads, streams, and other common areas within the Development. All lots resulting from re-combination or re-division shall be surveyed on a re-combination plat that shall be approved by the Association's Board of Directors and thereafter recorded in the Watauga County Registry. Each resulting modified lot shall thereafter constitute one lot. The restrictions and covenants herein shall apply to any of said modified lots resulting from said subdivision as if the resulting lots had been originally platted in such manner.

(23) More than three (3) years having elapsed from the date of the first sale of a lot in the Twin Rivers Development by Terra Alta Development Group, LLC (TAG), all discretionary rights previously reserved by the original Declaration to TAG, its successors and assigns have passed to and become vested in the Association. All easements, first refusal rights under Covenant (20) above, and all non-exclusive enforcement rights, however, have been retained by TAG.

(24) (a) Pursuant to the provisions of the original Declaration, a non-profit corporation known as the Twin Rivers Property Owners' Association, Inc., (the "Association") has been formed.

(b) Every person or entity who is record owner of a fee or undivided fee interest in any lot in Twin Rivers Development shall be a member of the Association and subject to the rules and regulations of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, and shall be transferred automatically when the owner conveys, devises, gives or otherwise transfers his lot, even though such conveyance, devise or gift does not make mention of the membership rights of the Association. Such membership is not intended to apply to those persons or entities who hold an interest in any lot merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such secured party should realize upon his security and become the fee owner of a lot, he and his assigns of the lot will then be subject to all the requirements and limitations imposed in

these Restrictions on owners of lots within the development and on members of the Association, including those provisions with respect to payment of annual charges.

(c) The Association shall promote the health, safety and welfare of the property owners within the Twin Rivers Development by providing among other things, and without in any way limiting its purposes or services, the following: (1) maintenance, repair and upkeep of the private streets, trails and recreational areas within the development; (2) enforcement of the provisions of the Declaration of Restrictions and assumption of the discretionary rights of TAG reserved therein; and (3) all purposes contemplated.

(d) The Association may also adopt and enforce rules, regulations, and standards, not inconsistent with these Restrictions, the Articles of Incorporation or Bylaws of the Association, and including, but not limited to, Architectural and Landscaping Guidelines, safety regulations, and fishing regulations, for the operation and administration of the Association.

(e) The owner of each Lot in Twin Rivers Development by acceptance of a deed therefore, and pursuant to the provisions of the Act, is deemed to covenant and agree to pay to the Association annual dues, assessments or charges as shall be levied from time to time pursuant to the Articles of Incorporation and Bylaws of the Association. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the owner. The annual dues, assessments and charges, together with interest at eighteen percent per annum or the maximum rate permitted by the Act, all costs and reasonable attorneys' fees as defined and authorized by the Act, shall be a charge on the land and shall constitute a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest at a rate of eighteen percent per annum or the highest rate permissible under the Act, costs and reasonable attorneys fees as defined in and allowed under the Act, shall also be the personal obligation of the person who was owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to his successors in title (other than as a continuing lien on the land) unless expressly assumed by such successor. In the event any charges or assessments remain unpaid by an Association member for thirty (30) days after the date due, the Association through its agents and employees may file with the Watauga County Clerk of Court notice of the lien created hereby. In addition, the Association, through its agents and employees, may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the lot subject to the unpaid assessments or charge. Pursuant to G.S. 47F-3-116, any foreclosure conducted pursuant to this paragraph may be conducted in like manner as a mortgage on real estate under power of sale and shall comply with the North Carolina procedures for notice, service of process, hearing, and advertisement specified in Article 2A of Chapter 45 of the General Statutes.

(f) The Voting Rights of the membership of the Association shall be appurtenant to lot ownership and shall be as follows: All owners shall be entitled to one vote for each lot. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot, nor shall any vote be fractionalized;

(g) All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its members. Such purposes may include, but are not limited to: acquisition, maintenance, landscaping and beautification of the roads and common areas; construction, repair and replacement of improvements upon the roads and common areas; the costs of labor, equipment, materials, management and supervision thereof; providing security to the Development by mechanical gates and/or guards and patrols or other means; the payment of taxes assessed against the roads and common areas; the

procurement and maintenance or insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the provision of other services intended to promote the health, safety and welfare of the members; and such other needs as may arise.

(25) In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, the owner(s) of residential lot(s) in the Twin Rivers planned community, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions contained in this Declaration of Restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

(26) TAG has previously designated certain common areas in the above-referenced Plats certain common areas, including the Watauga River and the Boone's Fork Creek (to the extent same are included within the boundaries of the development) and portions of their respective banks, as well as certain pathways through or adjacent to certain lots to provide access to the Watauga River and Boone's Fork Creek for lot owners in Twin Rivers. Each lot owner in Twin Rivers shall be provided access to the Watauga River and Boone's Fork Creek through the common area pathways. This right of access shall be exclusively for use by lot owners, their immediate families, and a limited number of guests, as regulated by the Association. All fishing on the Watauga River and Boone's Fork Creek within the Twin Rivers Development shall be on a catch-and-release basis. The Association shall have the right to promulgate and enforce additional rules and regulations pertaining to fishing activities.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Restrictions for Twin Rivers Development is executed by its President to certify and confirm that amendments to the Declaration reflected in and incorporated into the foregoing instrument were approved by the affirmative vote of the owners of more than seventy-five percent (75%) of the lots to which votes in the Association are allocated for the planned community of Twin Rivers.

Twin Rivers Property Owners' Association, Inc.

By: Thomas D. Loftin, President

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, _____, notary public, certify that Thomas D. Loftin, personally came before me this day and acknowledged that he is President of Twin Rivers Property Owners Association, Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 2004.

_____(SEAL)

My commission expires: _____