

5/29/01

Robert McClure
5216 Hurricane
Hill Rd.

Granite Falls, NC
28630

American Civil Liberties Union Legal Foundation of North Carolina
P.O. Box 28004
Raleigh, North Carolina
27611-8004

Robert Gerald McClure Jr.
5216 Hurricane Hill Road
Granite Falls, North Carolina
28630

Sirs and Ladies
Thank you for your prompt reply to my letter. In this letter I will attempt to relate as best as I can what has transpired. And what is about to transpire.

Five weeks ago I recieved in the mail a letter from the law Offices of Martha Cartee, stating that I was in violation of several deed restrictions and that they Demanded that I comply or face further Legal proceedings. They being Deep Gap Properties the County of Caldwell, and the Oakwood Mobile Home dealership. American flag which I will not. Deep Gap is owned in whole by a known convicted drug dealer, and who is known by many in the Federal and Local law Enforcement circles as such. He escaped Prison by turning States evidence. His name being Dan Warren.

The restrictions that I was violating are as follows.
1). I had a fence that extended beyond the front of my house.
2). I had a flat type roof on my front porch, which was to be Slanted and

shingled.

3). That there is to be no flag poles, stands or banner, of any kind, and that no flag or banners are displayed at any time on my property.

I have to say in my defense I would not have bought this property with such restrictions had been informed of them prior to buying. In fact the first I had heard of them was when I recieved the letter from Cartee.

I never recieved any type of written notification or was I informed when I asked about restriction of this property. I never saw a copy of my deed untill I went to the County records office and got it myself after recieving this letter.

Trying to be fair as I could, I complied with the fence restriction and the roof at further great expense to me. I refused to take down the Flag I served and fought for.

This weekend 05-19-01 We recieved a Civil Summons (enclosed) Stating now, we were violation differant restrictions. One being that it was offensive and noxious that I carry a firearm on my hip while on my own property, I hold a concealed permit as well. Then they added that the Garrage cover was to be taken down immediatly as it was not shingled. Then they told me to take down the American flag which I will not. According to them it is Offensive and noxious also.

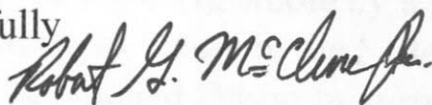
People I am a diabled American Vetern and I will carry my firearm were I so chose to do as Long as I am legal, and as far as the Flag goes it is mounted on a beautiful Pole set in cement with flowers around it. I have recieved nunerous compliments on our yard and the landscaping, and the flag. On the Flag and the firearm issue I have made it clear in no uncertain terms that I intend to fight it all the way to the Supreme Court and if need be go to jail for it.

It seems to me that after I gave in on two of the restrictions they decided to add more to their complaint. All of which have been in place from the beginning. It does not take a rocket scientist to figure out what is going on here. Harassment, depriving me and My family the Constitutional rights, of having the right to self expression and the right all Americans wish for to enjoy their dream home that they have worked so hard for. It is now a nightmare living here but we are tied into this place now and have no option but to stay here. But even if I were rich I would not move, on principal I am staying here come the Hell or High water the money of a convicted drug dealer and suspected murder suspect might bring. You can burn the American Flag but you can't fly it, what is that China?

I might add that all of this is high profile here in our county nearly 99 percent of the people here are behind me on both issues. I have been on the radio, and in the newspaper fighting for rights I thought we already had. I am fighting for rights that I have fought for in Combat for this Great nation, right in my own front yard what will they try to take from us next??.

If there were ever a need for the American people to fight it is now, but I am only one fighting at this time, and by God's Grace I need your help.

Respectfully



Robert G. McClure Jr.
(Former Sgt. US Infantry)

Robert McClure

STATE OF NORTH CAROLINA
Caldwell County

File No. CVS 01-CV-768
Film No.

FILED
In the General Court of Justice
 District Court Division Superior Court Division

COURT 17 PM 4:16

CALDWELL COUNTY, C.S.C.

CIVIL SUMMONS

GS 1A-1, Rules 3, 4

Plaintiff Name
Deep Gap Properties, LLC
Address
P. O. Box 541
City, State, Zip
Deep Gap, NC 28618

Defendant
**Robert McClure and wife,
Monika McClure**

VERSUS

* Alias and Pluries Summons
The summons originally issued against you was returned not served.

Date Last Summons Issued

*Disregard this section unless the block is checked

TO: Robert McClure

TO: Monika McClure

Name & Address of First Defendant
**Robert McClure
2346 Rainbow Heights Circle
Lenoir, NC 28645**

Name & Address of Second Defendant
**Monika McClure
2346 Rainbow Heights Circle
Lenoir, NC 28645**

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or his attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to him or by mailing it to him at his last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint the plaintiff will apply to the Court for the relief demanded in the complaint.

Name and Address of Plaintiff's Attorney
If none, Address of Plaintiff
**Fred D. Pike
Groome, Tuttle, Pike & Blair
P. O. Box 776
Lenoir, NC 28645**

Date Issued **5-17-01** Time Issued **4:16** AM PM
Signature *Guy League*
 Deputy CSC Assistant CSC Clerk of Superior Court

ENDORSEMENT

This summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this summons must be served is extended thirty (30) days.

Date of Endorsement _____ Time AM PM
Signature _____
 Deputy CSC Assistant CSC Clerk of Superior Court

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILE NO: 01 CVS 768

FILED
2001 MAY 17 PM 4:16

CALDWELL COUNTY, C.S.C.

DEEP GAP PROPERTIES, LLC,
Plaintiff,

vs.

COMPLAINT

ROBERT McCLURE and wife,
MONIKA McCLURE,
Defendants.

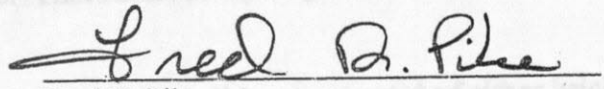
1. Deep Gap Properties, LLC is a North Carolina Limited Liability Company.
2. Defendants are residents of Caldwell County.
3. Plaintiff is the owner of numerous lots in a residential subdivision known as Silver Creek Estates, Section IV, which subdivision is platted on Plat Book 19, Page 85, Caldwell County Registry.
4. Defendants property is known as Lot 45 of Silver Creek Estates, section IV, as recorded in Plat Book 19, Page 85, Caldwell County Registry.
5. Defendants acquired property in the said subdivision by virtue of a deed from Plaintiff, said deed being dated December 8, 2000, recorded December 12, 2000 in Book 1321, Page 0065-0067.
6. Defendants acquired their property subject to certain restrictions as set forth in the deed, to wit: those restrictive covenants recorded in Book 1305, Page 950, and amended in Book 1308, Page 624, Caldwell County Registry, a copy of which is attached hereto and incorporated by reference.
7. The restrictions prohibit flagpoles or flagstands on the premises of any lot. No flags or banners of any type are permitted to be displayed on any lot, according to paragraph 12 of said restrictions.
8. The defendants have placed a flagpole on their lot, and display flags from said flagpole, in violation of the restrictions. The Defendant's display a flag from their home, in violation of the restrictions.
9. The restrictions prohibit any auxiliary buildings which are not constructed of either brick or vinyl siding, or which do not have a roof with shingles, according to paragraph 3 of said restrictions.

10. Upon information and belief, the Defendants have built an auxiliary building commonly known as a car shed, on their lot, which building is not constructed of either brick or vinyl, and has a roof without shingles, all in violation of the restrictions.
11. The restrictions prohibit noxious activity upon the lot, and prohibit the discharge of firearms in the area, according to paragraph 6 of said restrictions.
12. Upon information and belief, the Defendant, Robert McClure, carries a sidearm at times while on the lot, and has discharged firearms while on the lot, in violation of the restrictions.
13. The Defendants have violated the restrictive covenant provision identified above, and continue to violate the restrictive covenant provisions.

Wherefore, the Plaintiff prays that the court issue an injunction that:

1. Requires the Defendants to remove the flagpole and cease from displaying flags on the premises.
2. The Defendants remove from the premises the auxiliary building which is not constructed of either brick or vinyl, and does not have a shingled roof.
3. The Defendants cease all noxious activity, including the open display of weapons while on the property.
4. The Defendant, Robert McClure, cease the discharge of firearms while on the lot.

This the 17th day of May, 2001.


Fred D. Pike
Attorney for Plaintiff
GROOME, TUTTLE, PIKE & BLAIR
P. O. Box 776
Lenoir, NC 28645
(828) 758-0141

WTC

FILED

FILED 3 PAGE(S)
07/11/2000 10:18 AM
LOIS GREENE
Register Of Deeds

STATE OF NORTH CAROLINA
CALDWELL COUNTY

**DECLARATION OF
RESTRICTIVE COVENANTS OF
SILVER CREEK ESTATES, C.
SECTION IV**

THIS DECLARATION OF RESTRICTIVE COVENANTS made this the 30 day of June, 2000, by Deep Gap Properties, LLC, owners in fee simple of Silver Creek Estates, Section IV, as shown on plat prepared by Western Carolina Surveyors, dated 5/23/00, as recorded at Plat Book 19, Page 85, Caldwell Co. Registry, said subdivision lying and being in Lovelady Township, Caldwell County, North Carolina, and being part of the property more fully described in deed recorded in Book 1297, at Page 1427, Caldwell County Registry;

WITNESSETH;

THE UNDERSIGNED, FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY COVENANT WITH ALL PERSONS, FIRMS, AND CORPORATIONS HEREAFTER ACQUIRING ANY LOT OR LOTS SHOWN IN SAID SUBDIVISION PLAT, THAT THE LOTS IN SAID SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS, TO WIT:

1. All lots shall be used for single family residential purposes exclusively, and no business or occupation of any type or kind, including group homes, shall be conducted on or from any lot.
2. The minimum square footage of any doublewide manufactured dwelling must be 1500 square feet of finished, heated space. Storage areas, carports or open porches may not be included in the definition of heated space. There shall be no singlewide manufactured homes of any nature allowed in said subdivision.
3. All buildings other than the main dwelling shall be constructed of either brick or vinyl siding or the same siding as composing the main residence structure. There shall be no flat roofs on any structure. All roofs must have a pitch and be shingled.
4. No campers or recreational vehicles or singlewide mobile homes may be used as a permanent residence.
5. All doublewide manufactured homes or modular structures shall have brick or rock underpinning. Cinder block piers and concrete footings must be used for all weight bearing locations. The foundation of any dwelling erected on any lot must be brick or rock. No painted block will be allowed.

100,3

6. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No firearms are to be discharged in the area. Radios and televisions, etc. are to be kept at a proper noise level.

7. Any outside building erected on any lot must be compatible with the same materials as the dwelling property.

8. All driveways must be pavers/paved or concrete.

9. No dog kennels shall be allowed on any part of said property. All domestic pets shall be kept contained. No pets shall be allowed to roam freely throughout the subdivision. There shall be no livestock including but not limited to cows, pigs, fowl, goats or any other non-domesticated type of animal allowed on said premises.

10. No signboards of any description shall be displayed on any of said residential lots except for the following:

- I. "For Rent" and "For Sale" signs
- II. Signs used by builder/contractor/developer to advertise the property during the construction and sales period.

11. All decks, porches or any structures attached to the front of the main dwelling must be underpinned with either brick, rock or masonry. No cinder blocks or painted cinder blocks shall be allowed.

12. There shall be no flagpoles or flagstands on the premises or attached to said house. There shall be no flags or banners of any type displayed on said property.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. There shall be no burning of trash on said property.

14. No junked, derelict, wrecked, uninsured or untagged cars shall be kept on any part of any lot.

15. No lot shall be subdivided.

16. No satellite dishes in excess of 24 inches of diameter shall be placed on any lot in said subdivision.

17. No fences shall be allowed in the front yard of any lot. Fences are allowed in the back and side yards; however, side yard fences must terminate at a point parallel with the front wall of said home and shall not extend any further from that point toward the front lot line.

KATHLEEN B. BLICK
H. HENRY PUBLIC

18. There shall be a total of five trees planted in the front yard of all lots. There shall also be a total of five shrubs planted in the front yard of all lots. All landscaping and yard improvements shall be completed within 90 days after the closing of the sale of each lot.

19. Used homes and all homes that are not new from the manufacturer are not permitted on these lots unless first submitted to the developers for written approval.

20. These covenants may be enforced by Grantors or any lot owner or owners by proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

21. Invalidation of any one of these covenants by Judgment, Court Order or Statute shall not affect any other provisions herein which shall remain in full force and effect.

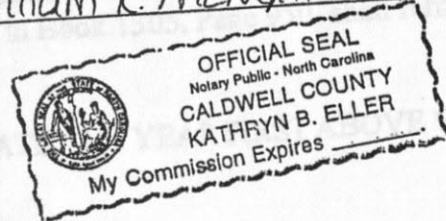
22. These restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.

IN WITNESS WHEREOF, the owners herein have set their hands and seals on the day and year first above written.

Deep Gap Properties, LLC

William K. McNeil Jr

BY: William K. McNeil, Jr. Member/Manager



NORTH CAROLINA
CALDWELL COUNTY

I, Kathryn B. Eller, a Notary Public for the County and State aforementioned certify that Deep Gap Properties, LLC, by its Member/Manager William K. McNeil, Jr. personally appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS MY HAND AND OFFICIAL SEAL, this the 30 day of June, 2000.

My commission expires: 7/28/2000

Kathryn B. Eller
Notary Public

NORTH CAROLINA
CALDWELL COUNTY

THE CERTIFICATE OF:
KATHRYN B. ELLER
IS NOTARY PUBLIC

IS CERTIFIED TO BE CORRECT.

217

CALDWELL COUNTY NC
Book 1308
Pages 0624-0625

FILED

FILED 2 PAGE(S)
08/10/2000 10:28 AM
LOIS GREENE
Register of Deeds

NORTH CAROLINA
CALDWELL COUNTY

AMENDMENT TO DECLARATION
OF RESTRICTIVE COVENANTS
SILVER CREEK, SECTION IV

BY
THIS AGREEMENT TO DECLARATION OF RESTRICTIVE COVENANTS, made this
the 9 day of August, 2000, by DEEP GAP PROPERTIES, LLC, hereinafter referred to as
"Developers";

WITNESSETH:

WHEREAS, Developers own a certain tract of land and number of lots in Caldwell County,
North Carolina known as Silver Creek, Section VI, which is shown on plat or map recorded in Plat
Book 19, at Page 85, Caldwell County Registry; and

WHEREAS, the Developers hereto intend to amend those certain Declaration of Restrictive
Covenants dated June 30, 2000 and recorded in Book 1305, Page 950, Caldwell County Registry;

NOW, THEREFORE, the said Developers do hereby amend said restrictive covenants and do
hereby restrict each of the lots on Plat Book 19, at Page 85 as follows:

1. Restriction #2 of the original restrictions shall be amended to read as follows:

The minimum square footage of any manufactured dwelling must be 1450 square feet of
finished, heated space. Storage areas, carports or open poarches may not be included in the
definition of heated space. There shall be no singlewide manufactured homes of any nature allowed
in said subdivision.

2. That except as specifically amended herein all restrictions contained in the Declaration of
Restrictive Covenants dated June 30, 2000, recorded in Book 1305, Page 950, shall remain in full
force and effect for the term described therein.

WITNESS OUR HAND AND SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

DEEP GAP PROPERTIES, LLC

BY: William K McNeil
WILLIAM K. MCNEIL, JR.
MEMBER/MANAGER

10.00-2

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NORTH CAROLINA
CALDWELL COUNTY

FILED

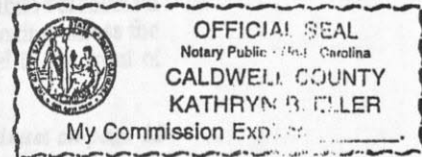
2001 MAY 17 PM 4:16

I, KATHRYN B. ELLER, A NOTARY PUBLIC FOR THE COUNTY AND STATE ABOVE MENTIONED, DO HEREBY CERTIFY THAT WILLIAM K. MCNEIL, JR., MEMBER/MANAGER FOR DEEP GAP PROPERTIES, LLC, PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL, THE 9 DAY OF AUGUST, 2000.

EXPIRES: 7/28/2005

Kathryn B. Eller
NOTARY PUBLIC



TUESDAY, APRIL 24, 2001 12

NORTH CAROLINA
CALDWELL COUNTY

THE CERTIFICATE OF:

Kathryn B. Eller a N/P

IS CERTIFIED TO BE CORRECT.
LOIS GREENE, REGISTER OF DEEDS
BY: Judie Burnett

DEED

Continued from page 1
McClure's former address...
Warren, who was arrested...
the purchase and sales of...
the Hurricane Hill Road...
mobile home subdivisions...
Monday that the restrictions...
to place to protect other...
for residents from...
or activities that might be...
Warren said he is "certainly"
not against the American flag but
that by law subdivisions restric-
tions cannot waive out any one
type of flag - therefore the law
must read all flags.
Warren said it is conceivable
scenarios could be flags or...
that other residents might
find offensive, such as a...
children or a Gay and Lesbian...

police has been shown to be a...
Americans - who relate the flag to...
the injustices of slavery and other...
forms of hatred against blacks.
While it is not known if there
are African-Americans living in
the Hurricane Hill Road subdivi-
sion, it is conceivable that the
Confederate flag could prompt
complaints - either from blacks or
whites.
Warren said such an example
is why the deed restrictions must

is committed to...
subdivision...
of complaints...
that the only way to ensure that is...
through the restrictions.
McClure says he was never...
a copy of the restrictions...
because Falls offices of...
Mobile Homes, from...
which he purchased the home...
and lived as a package deal.
Regardless of whether he was...
shown the restrictions, Warren...
said the legal fact is that the...
restrictions have been on file...
since July 2000.
He said the restrictions will be...
enforced, including court action if...
necessary.
McClure said he is not backing...
down and is willing to go to jail to...
keep his American flag flying.