

DK65015817

*Approval
Done 8/14/91
PK*

Drawn by and Return to:
John T. Burns
P. O. Box 604
Morse, NC 28111

NORTH CAROLINA
UNION COUNTY

RECORDED
and
VERIFIED
BJS

Filed for record
Date 10-12-93 o'clock 8 M.
Time 1:35
JUDY G. FINCH, Register of Deeds
Union County, North Carolina

RESTRICTIVE COVENANTS
MALLARD LANDING SUBDIVISION

008337

WHEREAS, Lewis W. Bartles, (hereinafter called Developer) is the owner of a certain tract of land located in Union County, North Carolina, and as shown on a plat thereof entitled Mallard Landing Subdivision and recorded in Plat Cabinet D File Number 471 in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

1. The lots in said subdivision shall be used for single family detached residential purposes only.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Developer (the term Developer, when used herein shall include his heirs or assigns) as to harmony of external design and location in relation to surrounding structures and topography. Developer reserves the right to appoint an agent for architectural control and to delegate responsibility for such approvals to said person. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required.
3. Except as hereinafter provided a two car garage shall be constructed with the residence building on each lot. All garage doors or garage openings shall enter from the side lot line or front the rear lot line. No residence shall be constructed on lots numbered 16 through 30 (which are lake front or lake view lots) having less than 2,500 heated square feet (plus the two car garage). No residence shall be constructed upon any other lot containing heated floor area of less than 1,900 square feet (plus the two car garage) for a one story single level structure; 2,100 square feet (plus the two car garage) for a split level dwelling; 2,300 square feet (plus the two car garage) for a two story dwelling. Basements are allowed but shall not be considered in meeting the minimum heated square feet requirement.
4. No trailer, modular home, mobile home, tent, shack, barn or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior construction of brick or stucco

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aiding. Concrete block may be used for the foundation, but must be covered by brick veneer or stucco.

5. Any detached outbuildings approved by the Developer shall be erected to the rear of the main dwelling and no closer than 15 feet from a side line or rear line which joins the perimeter of the subdivision, seven and one-half (7½) feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty (60) feet from the center of any side street.

6. No dwelling shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat, nor nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.

7. Garages and outbuildings may be constructed only of a material and design substantially similar to the materials and design of the dwelling. Subject to the approval contained in paragraph 2 above.

8. Easements fifteen (15) feet in width along the perimeter of the subdivision and seven and one-half (7½) feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

9. Construction of new dwellings only shall be permitted, it being the intent of this covenant and restriction to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction, provided, Developer may give written consent to extensions of time due to circumstances reasonably beyond the control of the owner of said lot.

10. No chain-link fences shall be permitted within the subdivision except as may be necessary to enclose tennis courts or other similar amenities, and even then, if chain link fence is used, it must, itself, be adequately and thoroughly screened from view by appropriate landscaping and plant-life.

11. Satellite dishes must be fully enclosed or surrounded by an appropriate structure (see Paragraph 2 above), or by shrubbery and/or trees of sufficient size and height so as to screen said satellite dishes from view.

12. Only concrete drives shall be allowed serving any dwelling in the subdivision. The Developer reserves the right to allow up to one (1) year from completion of the dwelling for the concreting of any driveway.

13. No signs of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

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14. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers.

15. The grounds and shrubs shall be kept neatly trimmed at all times and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular or frequent basis; provided, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners may be kept on said lot provided the same are parked to the rear of said lot and away from public view.

16. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms, firecrackers and similar activities, and no animals or poultry of any kind may be kept or maintained on any of said tracts except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes.

17. More than one lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided lots.

18. No right of way or easement for egress and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the subdivision's streets without the express written approval of the Developer.

19. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developer. Any damage to such installations of the Developer caused by any failure of any owner of a lot shall be repaired by such owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer other than the property described herein.

21. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, the prevailing party in any such action shall be entitled to be awarded

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reasonable attorney's fees as a part of such action.

22. These Restrictive Covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy-five percent (75%) of the then owners of the lots shown upon the aforesaid subdivision map; provided, however, Developer reserves the right to amend, delete or change these Restrictive Covenants, in whole or in part until fifty percent (50%) of the lots in said subdivision have been sold and further reserves the right to waive any setback restriction herein contained which is inadvertently violated up to ten percent (10%) of the setback restriction.

23. No lot shall be used except for one, single-family dwelling used only for residential purposes of a single family. No residential dwelling shall be used to house any persons under the control, supervision, care, custody or protection of any Federal, State, or local governmental, administrative, quasi governmental, private, public, fraternal, philanthropic, non-profit, or any other body. This includes, but is not limited to any "family care home" for the mentally retarded, physically and/or mentally handicapped, or any other such home.

24. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal this the 14th day of October, 1993.

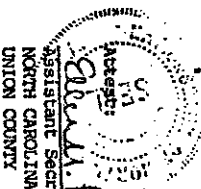
Developer:

 (SEAL)
Lewis W. Bartles

Nationsbank of North Carolina, N.A. joins in this instrument for the purpose of subordinating its deed of trust on the subdivision to these restrictive covenants.

NATIONSBANK OF NC, N.A.

By: 
Vice President



Assistant Secretary
NORTH CAROLINA
UNION COUNTY

I, Clayton B. Kay, a Notary Public for said County and State, do hereby certify that Lewis W. Bartles personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

BN650FS821

1993. Witness my hand and notarial seal, this the 14th day of October

Wendell B. Kay
Notary Public

My commission expires: 4-22-96

NORTH CAROLINA, UNION COUNTY

I, a Notary Public of the County and State aforesaid, certify that Ellen M. Kline personally came before me this day and acknowledged that she is Asst Secretary of Nationalbank of North Carolina, N.A., 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 Ellen Williams its Asst Secretary. Witness my hand and notarial seal, this 29 day of Sept, 1993.

My commission expires: 5-12-95

Mary E. Williams
Notary Public

NORTH CAROLINA - Union County

The foregoing certificate of Ellen M. Williams, Notary Public of Union County, N.C.

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1480, Page 317 this 14th day of October, 1993 at 1:35 o'clock P. M. By Judy Q. Price, Register of Deeds

BK 814 PG 121

NORTH CAROLINA
UNION COUNTY

Filed for record 9-29-9
Date 9-28-9 0'clock P M
Time 5:38
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

AMENDMENT OF RESTRICTIVE COVENANTS
MAILLARD LANDING SUBDIVISION

WHEREAS, Craft Builders, Inc., a North Carolina Corporation, is the successor to the developer of Maillard Landing Subdivision as shown on Plat recorded in Plat Cabinet D File Number 471 in the Union County Registry; and

WHEREAS, Craft is the owner of fifty eight (58) of the sixty three (63) total lots in said Subdivision and

WHEREAS, by virtue of being the successor to developer of said Subdivision and the owner of more than seventy five (75) percent of the lots shown on the aforesaid subdivision map, Craft amends the Restrictive Covenants of said Subdivision recorded in Book 600, Page 817 in the Union County Registry under the authority of the provisions of paragraph 22 of said Restrictive Covenant as follows:

A. Paragraph 3 is hereby deleted and in lieu of thereof the following:

3. Two car garages shall be constructed with the residence building on each lot. On all lake front lots, entry to said garage shall be from the side or rear of the residence. No residence shall be constructed on lots numbered 16 through 30 having less than 2,500 square feet of heated area (plus the two car garage). No residence shall be constructed on lots 14, 15, and lots 31 through 40 having less than 2,000 square feet of heated floor space for single story dwellings, (plus the heated floor garage) and 2,200 square feet for two story houses on said lots (plus the two car garage). No residence shall be constructed upon any other lot containing less than 1,800 square feet of heated area for single story dwellings, (plus the two-car garage) and 2,000 square feet of heated floor area for two story dwellings (plus the two car garage). Basements are allowed but shall not be considered in meeting the minimum square foot area.

B. Paragraph 4 is hereby deleted and in lieu of thereof the following: 058907

4. No trailer, modular home, mobile home, tent, shack, barn or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior (at least 70%) construction of brick, stone or stucco siding. Concrete block may be used for the foundation, but must be covered by brick veneer, stone or stucco siding.

IN WITNESS WHEREOF, the successor to the Developer has caused these presence to be recreated in its corporate name all by authority of its Board of Directors this 29th day of September, 1995.

Craft Builders, Inc.
BY: [Signature] Secretary
Glen David Churcherson, President

Attest:
[Signature]
Pamela S. Churcherson, Secretary

Return to: Henry B. Smith

RECORDED
and
INDEXED
[Signature]

BK814PG122

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that
Pamela S. Gutherbertson personally came before
me this day and acknowledged that she is Secretary of
Craft Builders, Inc. 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
President, sealed with its corporate seal and attested by
her as its Secretary.
Witness my hand and official seal, this 29th day of September,
1995.

My Commission Expires: 12-7-99

[Signature]
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that
this day and acknowledged that he is Secretary of
personally came before me
authorily duly given and as the act of the corporation, and that by
foregoing instrument was signed in its name by its President,
sealed with its corporate seal and attested by as its
Secretary.
Witness my hand and official seal this _____ day of _____,
1995.

My Commission Expires: _____

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that
and acknowledged that he is Secretary of
personally came before me this day
authority duly given and as the act of the corporation, and that by
foregoing instrument was signed in its name by its President,
sealed with its corporate seal and attested by as its
Secretary.
Witness my hand and official seal this _____ day of _____,
1995.

My Commission Expires: _____

Notary Public

NORTH CAROLINA - Union County
The foregoing certificate of _____

[Signature]
Notary Public of Union Co.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 874 Page 121
this 29 day of Sept 1995 at 2:38 o'clock P.M.
JUDY G. PRICE, REGISTER OF DEEDS By *[Signature]* Shirley H. Price, R.D. Notary Public

Inlet Harbor @ Millard Landing

RECORDED
and
VERIFIED
R.S.

BOOK 415 PAGE 190

Full amount
paid
B-800-B
Vada. Va.

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

PREPARED BY AND RETURN TO:
J. BENNETT GLASS, P.A.
P. O. BOX 1049
MONROE, N. C. 28110

RESTRICTIVE COVENANTS
FOR
LAKESIDE SUBDIVISION

WHEREAS, Greenberg-Bartles Investments, a North Carolina general partnership of Union County, North Carolina, is the owner of a certain tract of land located in Union County, North Carolina, as more particularly described in deed recorded in Book 407, at page 114, recorded in the Office of the Register of Deeds of Union County, North Carolina;

AND WHEREAS, Greenberg-Bartles Investments, as the owner of said property, now desires for the use of itself, its successors, assigns and future grantees to place and impose certain protective covenants and restrictions on that portion of the said property which is more particularly described on Exhibit A attached hereto and which shall be known as Lakeside Subdivision.

NOW, THEREFORE, in consideration of the premises herein, Greenberg-Bartles Investments, for itself, its successors, assigns and future grantees, do hereby place and impose upon the said property the following restrictions:

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of each lot.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,800 square feet excluding garage.
3. In the event of the unintentional violation of any of the building setback lines set forth herein, Greenberg-Bartles Investments, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lots provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.
- No residential building shall be located on any lot nearer than 40 feet from the street right of way line of the street on which the lot fronts.
The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.
4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot.
5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either concrete or cement block.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. NO

structure of a temporary character, such as trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

7. No modular home, mobile home or mobile home parks shall be allowed or maintained upon any of said lots. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets; however, horses may be kept for non-commercial purposes on any lot containing five or more acres.

8. 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. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.

10. No subdivision of any lot will be permitted without the prior written consent of Greenberg-Bartles Investments, its successors or assigns.

11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision.

12. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.

13. No residence, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by Greenberg-Bartles Investments. Greenberg-Bartles Investments shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Greenberg-Bartles Investments fails to accept or reject the same within the said 20 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Greenberg-Bartles Investments, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Greenberg-Bartles Investments for construction pursuant to this covenant shall not constitute or be construed as an approval by Greenberg-Bartles Investments of the structural stability, design or quality of any building.

14. Wood fences, chainlink fences and split-rail fences with woven wire (but not chicken wire) shall be permitted along the side and rear lot lines of each lot, provided such fences do not exceed four feet in height. All other type fences and any fence in excess of four feet in height must be approved in writing by Greenberg-Bartles Investments prior to installation or construction.

15(a). Greenberg-Bartles Investments reserve an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b). Greenberg-Bartles Investments also reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.

(c). Greenberg-Bartles Investments reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way for the same uses and purposes as set forth in Paragraph 14(a) above.

16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

17. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

18. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.


IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and seal in its name, this the 21st day of November, 1986.

GREENBERG-BARTLES INVESTMENTS,
A North Carolina General
Partnership
BY: William R. Greenberg
General Partner

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, Emma H. Surratt, Notary Public of Union County, North Carolina, do hereby certify that William R. Greenberg and Lewis W. Bartles, General Partner of Greenberg-Bartles Investments, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 21st day of November, 1986.

Emma H. Surratt
Notary Public


My Commission expires: 8/9/87

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate of Emma H. Surratt a notary public of Union day of November 1986 is certified to be correct. Filed for record this the 21st day of November 1986 at 10:45 o'clock AM in Book 415 Page 192
BY: Judith M. Chapman Deputy
JUDITH B. CHAPMAN, REGISTER OF DEEDS

EXHIBIT A

BEGINNING at a spike in the center of the right of way of S.R. 1006 (known as Olive Branch Road), said spike being a corner of the property of J. E. McColium (Book 95, at Page 38, Union County Registry) and running from said beginning spike with the center of the right of way of S.R. 1006 as follows: (1) North 54 degrees 03 minutes 25 seconds East 214.86 feet; (2) North 53 degrees 43 minutes 44 seconds East 1463.37 feet to the point in the center of said right of way, a corner of the property of J. E. McColium (Book 213, at Page 427, Union County Registry); thence with the property of J. E. McColium, North 16 degrees 35 minutes 41 seconds West 1297.09 feet to a stone, a corner of the property of J. E. McColium (Book 74, at Page 412, Union County Registry) of thence with the property of J. E. McColium as follows: (1) North 15 degrees 05 minutes 14 seconds West 292.37 feet to an iron by a stone; (2) North 47 degrees 58 minutes 32 seconds West 1721.95 to a point, another corner of the property of J. E. McColium; thence South 66 degrees 28 minutes 23 seconds West 50 feet to a point in the property of the City of Monroe (known as Lake Twitty); thence degrees 18 minutes 15 seconds West 35.01 feet to an iron; (2) South 22 degrees 40 minutes 33 seconds West 98.78 feet to an iron; (3) South 18 degrees 44 minutes 27 seconds East 41.20 feet to an iron; (4) South 71 degrees 24 minutes 56 seconds West 57.55 feet to an iron; (5) South 33 degrees 19 minutes 26 seconds West 103.23 feet to an iron; (6) South 17 degrees 50 minutes 26 seconds West 160.40 feet to an iron; (7) South 10 degrees 15 minutes 26 seconds West 92.26 feet to an iron; (8) South 56 degrees 33 minutes 56 seconds West 53.90 feet to an iron; (9) South 43 degrees 15 minutes 50 seconds West 140.21 feet to an iron; (10) South 10 degrees 33 minutes 13 seconds West 85.13 feet to an iron, a corner of the property of J. E. McColium (Book 95, at Page 38, Union County Registry); thence with the property of J. E. McColium, South 15 degrees 46 minutes 10 seconds East 3009.75 feet to the BEGINNING spike and containing 99.82 acres, more or less, as shown on copy of unrecorded map of survey prepared by F. Donald Lawrence & Associates, NCRLS, dated October 8, 1980.

LESS AND EXCEPT the property described in the following deeds: Deed to Reid S. Helms, et ux recorded in Book 367, at Page 539; Union County Registry containing 4.00 acres, deed to Reid S. Helms, et ux recorded in Book 392, at Page 429, Union County Registry containing 0.85 acres, deed to Richard Halford McColium recorded in Book 368, at Page 79, Union County Registry containing 0.62 acres, deed to Richard Halford McColium recorded in Book 391, at Page 407, Union County Registry recorded as such; deed to Reid S. Helms, et ux recorded in Book 412, at Page 43, Union County Registry containing 0.11 acres, and deed to Herbert Lee Harvile, et ux recorded in Book 412, at Page 45, Union County Registry containing 0.2 acre.

PREPARED BY AND RETURN TO:
J. BENNETT GLASS, P.A.
P. O. BOX 1049
MONROE, N. C. 28110

BOOK 416 PAGE 881

RECORDED
and
VERIFIED
[Signature]
1987

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

AMENDMENT TO RESTRICTIVE COVENANTS
FOR
LAKESIDE SUBDIVISION

THIS AMENDMENT TO RESTRICTIVE COVENANTS made this 18th day of February, 1987 by GREENBERG-BARTLES INVESTMENTS, a North Carolina general partnership of Union County, North Carolina, being the owner of all lots situated in Lakeside Subdivision.

WITNESSETH :

WHEREAS, Restrictive Covenants dated November 21, 1986 pertaining to the subdivision known as Lakeside Subdivision was recorded in Book 415, at Page 190, Union County Registry; and WHEREAS, Greenberg-Bartles, as owner of all lots in said subdivision, desires to amend a portion of the restrictions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, Greenberg-Bartles Investments, for itself, its heirs, successors and assigns, and their future Grantees and Lessees, do hereby amend said Restrictive Covenants as follows:

The provisions of Paragraph 2 on Page 1 of the Restrictive Covenants are deleted and inserted in lieu thereof the following:

"2. No single-family dwelling shall be erected and maintained on any of said lots with a heated living area of less than 1,800 square feet."

Except as herein expressly modified, the Restrictive Covenants for Lakeside Subdivision is hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Restrictive Covenants under seal as of the 18th day of February, 1987.

GREENBERG-BARTLES INVESTMENTS

By: *William R. Greenberg*
William R. Greenberg, Partner

By: *Leola W. Bartles*
Leola W. Bartles, Partner

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

I, William R. Greenberg, a Notary Public of Union County, North Carolina, do hereby certify that William R. Greenberg and Lewis W. Bartles, General Partners of Greenberg-Bartles Investments, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 18 day of February, 1987.

William R. Greenberg
Notary Public

My Commission expires: Jan. 17, 1992



The foregoing certificate of William R. Greenberg a notary public of Union County, State of NC is certified to be correct. Filed for record this the 20 day of Feb, 1987 at 3:05 o'clock P. M. in book 416 Page 881.
Judy B. CHAPMAN, REGISTER OF DEEDS

By: Judy B. Chapman Deputy