

RECORDED
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BOOK 482 PAGE 451

Revised
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STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
MEADOW GLEN
PHASE 2

Filed for records
Date: 3/05
Time: 3:05
By: MICHAEL L. FORTNER, Register of Deeds
11000 Central Express, North Carolina

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 26th day of October, 1990, by HOMES BY GEORGE STEELE, INC., a North Carolina corporation, and CYN II, Inc., a North Carolina corporation, hereinafter collectively referred to as "Declarant"; and DUANE K. FOURNIER, TRUSTEE; and UNITED CAROLINA BANK, a North Carolina banking organization;

W I T N E S S E T H :

WHEREAS, Declarant in the owner of the real property shown on a map of Meadow Glen, which map is recorded in Plat Cabinet C, File No. 610, in the Union County Public Registry, which property is more particularly described in Article II hereof, and desires to create thereon an exclusive residential community to be named Phase 2 of Meadow Glen; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and, to this end desire to subject the real property shown upon the aforesaid map and to the covenants, conditions, restrictions and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Duane K. Fournier, as Trustee, and United Carolina Bank join in the execution of these restrictions for the purpose of indicating their assent thereto and the subordination of the deed of trust recorded in Book A-484 at page 232 and as re-recorded in Book A-485 at page 215 of the Union County Register of Deeds Office to this Declaration of Restrictions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the property shown on the aforesaid map of Meadow Glen, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration which shall run with the real property and be binding on all parties owning any right,

Robert B.
GRIFFIN, CALDWELL,
HELDER &
STERLIVAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.

BOOK 482 PAGE 452

title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to the "property" described in Article II.

Section 3. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Homes by George Steele, Inc. and CIAH II, Inc. and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residential buildings to be constructed thereon, and any such successor in title to Homes by George Steele, Inc. and/or CIAH II, Inc. shall be a Declarant during such period of time as said party is vested with title to two or more such lots (whether undeveloped or developed and un conveyed), but no longer.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Union County, North Carolina, described as follows:
Being all of Lot Nos. 21 through 53 shown on map recorded in Plat Cabinet C, File No. 610, in the Union County Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner:
(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the existing property by Declarant, in future states of development, without the consent of any other lot owner

BOOK 482 PAGE 453

or owners, provided that said annexations must occur within six (6) years after the date of this instrument. Declarant may remove all or any property from the Schedule A description prior to its annexation by filing a written declaration of removal in the Union County Public Registry.

(b) The additions authorized under Subsection (a) above shall be made by filing a record Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein.

ARTICLE III ARCHITECTURAL CONTROL.

Section 1. No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, serials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, 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 as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more representatives appointed by Declarant. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The architectural control committee shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The architectural control committee shall not approve any alterations, decorations, or modifications which would jeopardize, or impair the soundness, safety, or appearance of any lot. Refusal or approval of plans, specifications, builder or location may be based on any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the architectural control committee shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. In

BOOK 402 PAGE 454

order to assure that location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations, the architectural control committee reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the builder or lot owner to recommend a specific site.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the architectural control committee as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the architectural control committee as hereinabove set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article III, the architectural control committee or its duly appointed agent, shall, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, be entitled to enter upon the property of Owner and cure such defect including removal of any structure built in violation hereof, all at the cost and expense of Owner. This right of the architectural control committee, or its agent, shall be in addition to all other general enforcement rights which the archi-

BOOK 482 PAGE 455

lectual control committee may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

**ARTICLE IV
USE RESTRICTIONS**

Section 1. Land Use. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single family dwelling (or duplexes on lots which are appropriately zoned), not to exceed two and one-half (2 1/2) stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the plot.

Ancillary buildings for use as garages, carports, hobby shops, garden tools, and other similar uses are permitted; however, such outbuildings shall be of the same or similar design as the principal residence and shall be constructed of the same or substantially similar materials. All such ancillary buildings shall be on permanent foundations with permanent floors.

The area to the rear of Lot Nos. 41 through 49 designated as a 20-foot planting strip as shown on the recorded map is to remain as a natural buffer to be maintained by the owners of such lots. No vehicular access onto or across this buffer or the rear lot line of other lots shall be permitted.

Section 2. Building Lines. No building shall be located nearer to the front, side or rear lines than the building setback lines shown on the recorded plat, if such lines are shown. In no event shall any building be placed nearer to any front, side, or rear setback line as required by the Union County Zoning Ordinances or any other applicable zoning ordinance. Unintentional violations not exceeding 10 percent of the minimum building line requirements herein set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide or resubdivide any lot or lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected or placed on any lot having a heated floor area of less than 900 square feet.

BOOK 482 PAGE 456

Unintentional violations not exceeding 2 percent of the minimum foot requirements herein set forth shall not be considered a violation of this Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot unless and until permission for the same has been granted by the architectural control committee.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday and 8:00 a.m. and 1:00 p.m. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times aforementioned.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done hereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residence. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Satellite Dish Antennas. No satellite dish antenna shall be erected, installed, except in accordance with the architectural control provisions of Article III hereof.

Section 10. Harmony of Structures. No structure shall be constructed or moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 11. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or shown on recorded map.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than thirty-six by

ORIFRIN, CALDWELL,
HELDER &
STELLMAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.

BOOK 482 PAGE 457

Forty-eight inches (36" x 48"), advertising the property for sale or rent; or use by a builder to advertise the property during the construction and sales period.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article III hereof.

Section 16. Vehicles. No tractor-trailer type vehicles will be permitted to be parked within the Meadow Glen Subdivision. Travel trailers and RV type equipment will be permitted, if they are parked within one's own driveway, and maintained in an aesthetic way to preserve the subdivision's appearance at all times.

Section 17. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VI BASEMENTS

Basements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line,

BOOK 402 PAGE 458

sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to January 1, 2020, by an instrument signed by the Owners of not less than 80 percent (80%) of the lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than 60 percent (60%) of the lots. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration of Covenants, Conditions, and Restrictions, amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

GRIFFIN, CALDWELL,

HEIDER &

STREBLMAN, P. A.

ATTORNEYS-AT-LAW

MONROE, N. C.

BOOK 402 PAGE 459

IN WITNESS WHEREOF, the undersigned, Declarant, by virtue of the provision of Article I, Section 4, of the aforesaid Declaration of Covenants, Conditions and Restrictions, has caused this instrument to be executed by its President, attested by its ASST. Secretary, and its corporate seal to be hereunto affixed, the day and year first above written. Duane K. Fournier has hereto set his hands and seal and United Carolina Bank has caused this instrument to be executed by its Vice President, attested by its ASST. Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

Attest:

 ASST. Secretary

HOMES BY GEORGE STEELE, INC.
 By:
 President

Attest:

 Secretary

CIAB, INC.
 By:
 President

 Duane K. Fournier, Trustee

Attest:

 ASST. Secretary

UNITED CAROLINA BANK
 By:
 Vice President

STATE OF NORTH CAROLINA
 COUNTY OF UNION

Before me, a Notary Public, personally appeared this day who, being duly sworn, says that he/she is the ASST Secretary and that George F. Steele, Jr. is the President of Homes by George Steele, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said ASST Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 26 day of October, 1990.

 Notary Public

My commission expires: 11-23-91



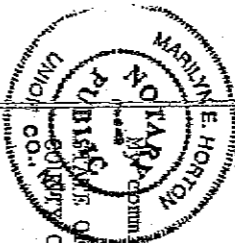
BOOK 482 PAGE 460

STATE OF NORTH CAROLINA
COUNTY OF WELLS

Before me, a Notary Public, personally appeared this day
Robert S. Davis who, being duly sworn, says that he/she is the
Secretary and that Abigail Robertson is the President of
CIAM II, Inc., the corporation described in and which executed the
foregoing instrument; that he/she knows the common seal of said
corporation; that the foregoing instrument was executed in its corporate
name by the said _____ President and attested to by the said _____ Secretary
who affixed the common seal thereto, all by order of the Board of
Directors of said corporation and that the said instrument is the act and
deed of the said corporation.

1990.

Witness my hand and notarial seal this 31st day of October,



Marilyn E. Horton (Horton)
Notary Public

Before me, a Notary Public of said county and state, personally
appeared this day Duane K. Fournier, Trustee, and acknowledged the
execution of the foregoing instrument for the use and purposes therein
expressed.

This the 26th day of October 1990.

My commission expires: 11-20-91

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Duane K. Fournier
Notary Public



Before me, a Notary Public, personally appeared this day
Jacqueline Darrow who, being duly sworn, says that he/she is the
Asst. Secretary and that Duane K. Fournier is the Vice-President of
United Carolina Bank, the corporation described in and which executed the
foregoing instrument; that he/she knows the common seal of said
corporation; that the foregoing instrument was executed in its corporate
name by the said Vice-President and attested to by the said Asst. Secretary
who affixed the common seal thereto, all by order of the Board of
Directors of said corporation and that the said instrument is the act and
deed of the said corporation.

Witness my hand and notarial seal this 26th day of October,
1990.

My commission expires: 11-23-91

STATE OF NORTH CAROLINA
COUNTY OF UNION

James B. Strickland
Notary Public

and Marlin The foregoing is the act and deed of Marlin R. Strickland N.P. of Mecklenburg Co.
Notary Public of Union County, North Carolina, who are Marlin R. Strickland
herby certified to be correct. This instrument was presented for
registration and recorded in this office in Book 482 page 451.

This 30 day of October, 1990, at 3:05 o'clock P.m.
ONEL L. PYLEH

Register of Deeds
BY: Shelby D. MacLaurin Register
R.D.

GRIFPIN, CALDWELL,
HELDER &
STERLMAN, P. A.
ATTORNEYS-AT-LAW
MOHORE, N. C.