

RECORDED

and

VERIFIED

10/22/07

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF MEADOWLARK SUBDIVISION

*Reference
page*

THIS DECLARATION, made on the date hereinafter set forth by ARDIS LAND CORPORATION, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Sandy Ridge Township, Union County, North Carolina, which is more particularly described by plat of Keith Moen, R.L.S., recorded in Plat Cabinet B, File No. 8-B, Union County Registry, to which reference is hereby made for a more complete description.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadowlark Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property shown on plat by Keith Moen, R.L.S., recorded in Plat Cabinet B, File No. 8-B, in the office of the Union County Register of Deeds.

Section 4. "Lot" shall mean and refer to any plot of land shown upon said recorded subdivision plat.

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Section 5. "Declarant" shall mean and refer to Ardis Land Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress, egress and regress over the roads within the property for the purpose of providing access to lots owned by the owner for himself, his family, licensees, and invitees, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the maintenance, upkeep and repair to roads and right of way within the property;
- (b) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of same.

Section 2. Association shall, in addition to responsibility for road maintenance, provide social and recreational programs for the benefit of the owners.

ARTICLE III.

MEMBERSHIP, VOTING RIGHTS, OFFICERS, AND MEETINGS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership

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shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

Section 3. The Association shall have officers consisting of a President, Secretary, Treasurer, and such other officers as the owners should elect, and shall adopt by-laws to govern its ordinary affairs, to which all owners shall be subject.

Section 4. Meetings shall be held on call of the President with not less than ten (10) nor more than thirty (30) days' written notice to the owners, and at least once annually. Voting shall be by majority with fifty (50) percent or more of each class present constituting a quorum.

ARTICLE IV.

MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street and right of way maintenance and repair with each lot to bear a one-twenty first (1/21) share of the expense. The Association shall have such rights and powers as are necessary to collect said assessments, including the right to institute civil actions for recovery of same plus reasonable attorney's fees.

Section 2. The assessments levied by the Association shall be used exclusively to promote the safety and welfare of the owners by providing well maintained streets and roads within the property.

ARTICLE V.

CONVEYANCE OF ROADS AND ROAD RIGHT OF WAY

Declarant, by deed recorded of even date with this declaration, has conveyed the fee simple ownership of the street rights of way within the property to the Association for the purposes of perpetual ownership and maintenance of the streets and right of way as private streets as defined by the Union County Subdivision Regulations.

ARTICLE VI.

GENERAL RESTRICTIVE COVENANTS

Declarant does hereby covenant and agree with all persons, firms, or

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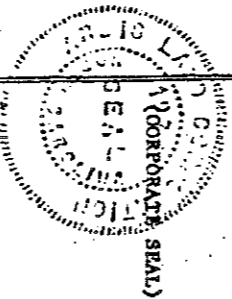
corporations hereafter acquiring title to any portion of the property that the property is hereby made subject to restrictions as to the use thereof described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out. These restrictions shall run with the property, by whomsoever owned, for a period of twenty (20) years from the date of this declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by not less than seventy-five percent (75%) of the lot owners. Any amendment must be duly recorded.

IN WITNESS WHEREOF, AUDIS LAND CORPORATION has caused this instrument to be executed in its name by its President and the corporate seal affixed hereto and attested by its Secretary, all by order of its Board of Directors, this the 17th day of September, 1980.

AUDIS LAND CORPORATION

By: *A.R. Thomas*
President

ATTEST:
C. David Bell
Secretary



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& HELDER, P.A.
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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, hereby certify that C. David Todd personally came before me this day and acknowledged that he/she is Secretary of ARDIS LAND CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by said Secretary.

Witness my hand and notarial seal, this 17th day of September, 1980.



C. David Todd
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate(s) of J. Paul Timberlake Notary Public of Mecklenburg County, North Carolina, is hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 340, page 228, this 25th day of September, 1980, at 10:35 o'clock A.m.

MARY B. CARRIKER, REGISTER OF DEEDS

By: *Mary B. Carriker*

Drawn by and
mail to:
GRIFFIN, CALDWELL
& HELDER, P.A.
ATTORNEYS-AT-LAW
MONROE, N. C.

EXHIBIT "A"
ATTACHED TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF MEADOWLARK SUBDIVISION

1. Description of Property Restricted:

The property which is made subject to these restrictions set forth are Tracts 1 through 21 of Meadowlark Subdivision as shown upon a map thereof recorded in Plat Cabinet B, File No. 8-B, in the Office of the Register of Deeds of Union County.

2. Residential Use of Property:

All lots in this sub-division shall be used solely and exclusively for residential purposes and no residential structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling and such other out-buildings as are incidental to the residential use of said lots.

3. Building Location:

No buildings shall be located on any tract nearer the front lot line than the minimum building set back lines as shown on the recorded map herein above described, nor nearer than 30 feet to any side lot line. In the event of an unintentional violation of any of the building line restrictions set forth herein, Ardis Land Corporation, is hereby granted and conveyed and does hereby reserve the right by and with the mutual, written, consent of the owner or owners of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed 10 percent of the distance required by such building line restriction.

4. Minimum Square Footage:

The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than Sixteen Hundred (1,600) square feet of heated area for a one story dwelling or less than One Thousand (1,000) square feet of heated area for a dwelling of more than one story and in no event shall there be less than a total of Sixteen Hundred (1,600) square feet of heated area in the entire structure.

5. Exteriors and Foundation:

No building shall be erected with an exterior of exposed cement block or composition siding and no building shall be erected unless it is erected on a solid foundation of brick or masonry from the ground level to the floor level.

6. Prohibition of Mobile Homes and other Temporary Structures:

No trailer, basement, tent, shack, garage, barn, or other out-building erected on the subject property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No mobile home shall be parked, stored, or placed or erected on any lot at any time; however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of the residential dwelling thereon.

7. Sub-division of Lots:

No lot on the subject property shall be sub-divided. Nothing herein contained, however, shall be construed to prevent the erection of one building upon two or more adjoining lots, and in such instances, the two or more adjoining lots, for the purpose of these restrictive covenants, shall be considered one building lot.

8. Indoor Plumbing:

No outside toilet or toilet facilities shall be permitted outside the main structure and said main structure shall contain inside toilets which shall be connected to an approved septic tank in accordance with state and county health regulations.

9. Reservation of Right-of-Way for Private Road:

Ardis Land Corporation reserves a right-of-way over the front 30 feet of each lot adjoining the private road as shown on said recorded map for a 60 foot private road for use in common by all the owners of the subject property.

10. Nuisances and Unightly Materials:

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. No noxious, offensive, or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of the other lots subject to these restrictions. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing which will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eyes; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property, or that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure.

11. Household Pets:

No animals, livestock or poultry of any kind shall be kept on any lot except dogs, cats or other household pets and horses for family use may be kept, bred and maintained upon the premises so long as the keeping of said animals is done in compliance with the health regulations of the State of North Carolina and the zoning ordinances of Union County and that such activity does not create a noxious or offensive nuisance or disturb the peace and quiet of the neighborhood.

12. New Buildings Only:

Only construction of new buildings shall be permitted, it being the intent of these restrictions to prohibit the moving of any existing building on a lot or remodeling or converting same into a dwelling unit in this sub-division. Any residential building erected on any lot shall be constructed

of brick, brick veneer, stone, new lumber or a combination thereof. Any deviation from said construction materials must be specifically approved in writing by seller. No building shall be erected on any lot or portion of said lot unless said building shall be constructed in a proper, workmanlike manner, built of a good grade of new material and shall be kept painted at regular intervals as necessary. The exterior of any building shall be completed within six months after construction thereon has begun unless and extension of time for said construction is granted in writing by Adlis Land Corporation.

13. Signs:

No sign boards of any description shall be displayed on any lot except signs "For Rent" and "For Sale", which signs shall not exceed 15 inches by 20 inches.

14. Alteration of Stream or Drainage Area:

There shall be no restriction, impounding, or alteration of the natural flow of water in any stream or drainage area on any of the subject property.

15. Use of Lots:

No lot or any portion thereof of any purchaser may at any time be used as a road or access road or alleyway without the express permission of Adlis Land Corporation.

16. Streets:

Adlis Land Corporation hereby reserves the right to use any of the above described property owned by it as streets for the purpose of providing access to or from the above described property or other property owned by it.

17. Application to Subject Property Only:

Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this sub-division other than the property which these restrictive covenants specifically apply.

18. Effective Enforcement of Restrictions:

These restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of twenty years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten years each,

unless by vote of the owners of at least 75 percent of the lots shown upon said recorded map, it is agreed to change said restrictions, conditions, and covenants in whole or in part.

If any person, firm or corporation hereinafter owning any of the said property shall violate any of the restrictions, conditions and covenants herein, it shall be lawful for any person, firm, or corporation owning any of the lots restricted hereby to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate such restrictions, conditions and covenants and either to prevent him for so doing, or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Headings and Binding Effect:

Headings are inserted for reference convenience and are not to be construed as substantive parts of the paragraphs to which they refer.

The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of Ardis Land Corporation.