

PK 847-889

BOOK 446 PAGE 433

Polk

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

RECORDED
AND
VERIFIED
3/11/2

KNOW ALL MEN BY THESE PRESENTS that Sweet Union Enterprises, Inc., a North Carolina corporation, hereinafter referred to as Declarant, does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any of the property hereinafter described:

BEING all of the lots in Polk Mountain Plantation as shown on plat of same by Walter L. Gordon, R.L.S. dated the 6th day of October, 1988, recorded in Plat Cabinet "C", File No. 241 in the Union County, North Carolina Registry and incorporated herein by reference.

That all of said lots are hereby subjected to the following restrictions as to the use thereof:

I.
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect. These covenants and restrictions are imposed as a part of a common development plan for the property and, accordingly, shall run with the land and be enforceable by the owner of any lot or parcel of land lying within the subdivision by proceedings at law or in equity against person(s), firm(s), or corporation(s) violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor.

II.
All lots shall be used only for residential purposes.

III.
No dwelling erected on a lot or any part thereof shall contain less than 1,800 square feet of enclosed heated living area, exclusive of porches, garages or basements, heated or unheated, in the instance of one-story dwelling or 2,200 square feet in the instance of a one and one-half or two-story dwelling. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one dwelling may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. 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 dwelling and shall be constructed of the same or substantially similar materials. The only materials which may be used on the exterior of any house or other buildings are brick, stone, wood, logs, stucco, or other first quality materials. No concrete block or cinderblock shall be used on any exterior exposed surfaces.

IV.
No house shall be erected upon any lot nearer than 65 feet to the front property line, nearer than 20 feet to any side lot line, or nearer than 50 feet to any drainage or utility easement located along the rear of a lot as shown on the recorded plat. Two lines of Lots 32 and 37 join Polk Mountain Drive. For the purpose of the setback requirements contained herein, both of said lines shall be considered as front property lines. All houses must face Polk Mountain Drive unless they are set back more than 130 feet from the centerline thereof.

V.
No house trailer, single or double-wide mobile home, tent, shack or temporary structure shall be located upon the premises for the use at any time as a residence, temporarily or permanently.

*Volume: Sub 577
Page 51 (P)*

GRIFFIN, CALDWELL,
HELDER &
STRELMAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.

VI. No businesses shall be established, conducted or maintained upon any lot, except the customary home occupations as described in the Zoning Ordinance of Union County, North Carolina, at the time such issue may arise.

VII.

No swine, poultry or livestock shall be kept, maintained, or produced for commercial purposes on any lot, except household pets may be maintained on said lots for pleasure, and one horse for pleasure on the first two acres of any lot may be maintained, and an additional horse for each additional acre of any lot may be maintained; provided, however, no more than four horses may be maintained on any lot. A stable may be erected to accommodate horses; however, this building shall not be nearer than 60 feet from any lot line.

VIII.

No satellite dish antenna shall be erected or maintained on any lot nearer to the street than the rear of the house.

IX.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste and the same shall not be kept except in sanitary cleaners; provided, however, tree stumps may be buried on any lot, subject to compliance with any governmental regulations with respect thereto.

X.

No sign boards of any description shall be placed or displayed on any lot herein conveyed except signs "For Rent" or "For Sale," which sign shall not exceed 2 feet by 3 feet in size.

XI.

No noxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

XII.

No lot shall be subdivided in any manner except by Declarant.

XIII.

Except for Declarant, no owner of any lot or portion thereof shall be permitted to grant, convey, or dedicate any portion of any lot for a road or street or permit any portion of any lot to be used as a road, street or other means of vehicular access to any property not contained within the boundaries of Folk Mountain Plantation. Declarant reserves the right to grant and dedicate street rights of way over any lots then owned by Declarant and over any easements located on such lots.

XIV.

It is agreed and understood that the buyer of any lot in the subdivision shall begin construction of a permanent residential dwelling house within two years of the date of the conveyance of such lot by Declarant. If any buyer shall fail to begin construction of a residential dwelling house within such two year period, Declarant, its successors and assigns, shall have the option at any time thereafter to repurchase such lot from buyer at the original selling price. The buyer shall not be compensated for any interest paid on any loan secured for payment of purchase price of the lot or improvements thereon nor shall the buyer be compensated for any interest that he could have earned on a cash purchase price.

XV.

Declarant, its successors and assigns, hereby reserves an easement for installation and maintenance of utility lines and drainage as shown on the recorded plat.

XVI.

The owners of each lot and their invitees shall have the right to use the following described property for hiking, jogging, and horseback riding trails:

The easements designated "Drainage and Utility Easement" on the recorded plat (1) which runs along the entire perimeter of Polk Mountain Plantation; and (2) which runs from the southernmost corner of Lot 25 and the westernmost corner of Lot 24 in generally northeasterly direction to the northernmost corner of Lot 6.

No motorized vehicles shall be allowed on said trails except for the purpose of maintaining said trails. Maintenance of said trails shall be the responsibility of the owners of the lots on which the above described easements are located; provided, however, Declarant shall have no such maintenance responsibility. The use of said trails for hiking, jogging, and horseback riding shall not interfere with any utility lines or drainage facilities located on the easements.

XVII.

Declarant, its successors and assigns, hereby reserves the right, without the consent of any other party, to modify any of the building set back requirements contained herein.

XVIII.

These restrictions are subject to being altered, modified, changed or cancelled at any time by written document executed by Declarant, if Declarant still owns any of the lots, and by the then owners of not less than 75% of the lots, and recorded in the Office of the Register of Deeds for Union County, North Carolina.

XIX.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date of recordation of this document, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of a majority of the lots agree to change said covenants in whole or in part.

IN WITNESS WHEREOF, Sweet Union Enterprises, Inc. has caused these presents to be signed in its name, this the 5th day of Dec, 1988.

SWEET UNION ENTERPRISES, INC.

By: Sam J. Love
President

ATTEST:
M. H. V. Love
Secretary

GRIFFIN, CALDWELL,
HELDER &
STEZELMAN, P. A.
ATTORNEYS-AT-LAW
RICHMOND, N. C.

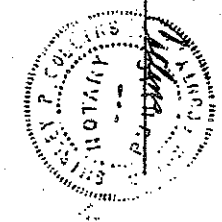


STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Walter B. Sikes, who, being duly sworn, says that he/she is the Secretary and that Walter B. Sikes is the President of SWERT UNION ENTERPRISES, 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.

Witness my hand and notarial seal this 5 day of November, 1988.

My commission expires: Aug 28, 1993 Public



STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing Certificate of Walter B. Sikes, a Notary Public of Union County, North Carolina, is hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 416, Page 433, this 6 day of Dec, 1988, at 1:40 o'clock P.M.

JUDY B. CHAPMAN, REGISTER OF DEEDS
By: Judy B. Chapman

Drawn By and Mail To:
Griffin, Caldwell & Helder, P.A.
P. O. Drawer 99
Montes, NC 28110

ORIFFIN, CALDWELL,
HELDER &
STRELMAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.

BK847PG829

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Sweet Union Enterprises, Inc. as Declarant in Declaration of Restrictions of Polk Mountain Planatation recorded in Book 446, page 433 of the Union County Registry, Declarant being the owner of lots in said subdivision, does hereby amend said Declaration of Restrictions by adding the following to Paragraph III:

"Only new dwellings constructed on site shall be permitted, it being the intent hereof to prohibit the moving of existing buildings or a portion thereof onto a lot and remodeling or converting the same into a dwelling; provided, however, this provision shall not prohibit the use of roof trusses and other components commonly used in "stick-built" houses from being used in dwellings located in the subdivision."

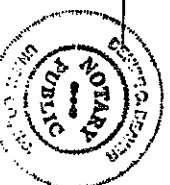
The Declaration of Restrictions recorded in Book 446, page 433 of the Union County Registry shall remain in full force and effect as amended hereby and as previously amended or modified.

IN WITNESS WHEREOF, Sweet Union Enterprises, Inc. has caused these presents to be signed in its corporate name, this the 25 day of February, 1996.

ATTEST:
Martha J. Love Secretary
By: Bernie G. Stewart President
SWEET UNION ENTERPRISES, INC.
STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Martha G. Love who, being duly sworn, says that he/she is the Secretary and that Vann J. Love is the President of SWEET UNION ENTERPRISES, 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.

Witness my hand and notarial seal this 25 day of February, 1996.



My commission expires: 7/15/96
Denise C. Brewer
Notary Public
STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Denise C. Brewer
Notary (and) Public of Union County, North Carolina, is/are hereby certified to be correct.
This instrument was presented for registration and recorded in this office in Book 847 page 829

This 29 day of Feb. 1996, at 2:30 o'clock P.m.
Judy G. Price—Register of Deeds
By: Bernie G. Stewart Pres.

Prepared by S
Return to:
MERRIN, FADWELL,
HEIDER, LEE
& HEILAN, P.A.
ATTORNEYS AT LAW
WYOMING, N.C.

RECORDED
and
INDEXED
8/2/96

RECORDED
INDEXED
R.R.

BOOK 447 PAGE 752

Filed for record
Date: 1-5-89
Time: 3:05 P
Office: Notary Public
DORIS L. FETTER, Register of Deeds
Vernon County, Missouri, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

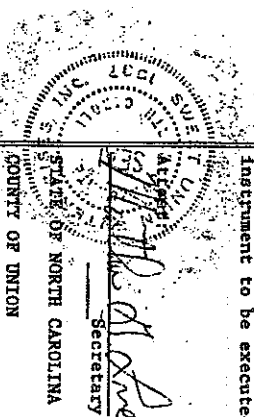
ROAD MAINTENANCE AGREEMENT

WITNESSETH, THAT WHEREAS Sweet Union Enterprises, Inc. is the owner and developer of Polk Mountain Plantation as shown on plat recorded in Plat Cabinet C, File No. 241, in the office of the Register of Deeds for Union County, North Carolina; and

WHEREAS, it is the intent of Sweet Union Enterprises, Inc. to maintain all public roads in said subdivision in an "all weather" condition pending their acceptance by the North Carolina Department of Transportation in the secondary road system.

NOW, THEREFORE, it is hereby agreed by Sweet Union Enterprises, Inc. with the respective purchasers in Polk Mountain Plantation and their heirs, successors and assigns, that the streets will be maintained in an "all weather" condition until such time as the streets are accepted into the North Carolina State Highway System for secondary roads.

IN WITNESS WHEREOF, Sweet Union Enterprises, Inc. has caused this instrument to be executed the day and year first above written.



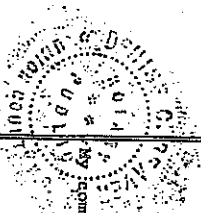
STATE OF NORTH CAROLINA
COUNTY OF UNION
Secretary

SWEET UNION ENTERPRISES, INC.
By: _____
President

Before me, a Notary Public, personally appeared this day Martha G. Love who, being duly sworn, says that he/she is the Secretary and that Vann J. Love is the President of SWEET UNION ENTERPRISES, 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.

Witness my hand and notarial seal this 5th day of January, 1989.

Dorice C. Bann
Notary Public



My Commission expires: 7-15-91

GRIPPIN, CALDWELL,
HELDER &
STZELMAN, P. A.
ATTORNEYS-AT-LAW
ROSEN, M. G.

STATE OF NORTH CAROLINA

COUNTY OF UNION

The foregoing certificate of Doris E. Bauer,
Notary (leg) Public of Union County, North Carolina, is/are hereby certified
to be correct. This instrument was presented for registration and recorded
in this office in Book 447, page 752.

This 5th day of January, 1989, at 3:05 o'clock P.m.

ONELL PLYER
Register of Deeds

By: Judy M. Hughes
Judy M. Hughes

Drawn by and return to:
Mr. Thomas J. Caldwell
Griffin, Caldwell & Helder, P.A.
P.O. Drawer 99
Monte, North Carolina 28110

GRIFIN, CALDWELL,
HELDER &
STRELMAN, P. A.
ATTORNEYS-AT-LAW
MONTGOMERY, N. C.

RECORDED
and
INDEXED
RCA

BOOK 571 PAGE 373

Filed for record 7-28-92
Date 7-25-92
Time 1:45
Title L. Wayne Register of Deeds
Union County, North Carolina

Register

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF MODIFICATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that SWEET UNION ENTERPRISES, INC., a North Carolina corporation, hereinafter referred to as "Declarant" does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any of the property or lots located in Polk Mountain Plantation Subdivision as shown on plat recorded in Plat Cabinet C, File No. 241, Union County Registry, that the building setback requirement from the rear of Lot 15 is hereby modified as follows:

WHEREAS, Sweet Union Enterprises, Inc., conveyed all of Lot 15 of Polk Mountain Plantation as set out upon plat filed in Plat Cabinet C, File No. 241, Union County Registry, by deed dated March 10, 1992, to William Cameron Park and wife, Carolyn Ammons Park, and recorded in Book 545, page 025, Union County Registry.

AND, WHEREAS, the undersigned realizing that Paragraph IV of the Declaration of Restrictions recorded in Book 446, page 433, Union County Registry, establishes a 50 foot front setback line from any drainage or utility easement located along the rear of a lot.

AND, WHEREAS, William Cameron Park and wife, Carolyn Ammons Park have requested that the rear building setback line requirement be modified as the same applies to Lot 15 as shown on plat recorded in Plat Cabinet C, File 241, Union County Registry, and the undersigned has agreed to do so.

NOW, THEREFORE, in accordance with Paragraph XVII of the original Declaration of Restrictions as recorded in Book 446, page 433, the Declarant hereby modifies and changes the 50 foot building setback requirement from the line of the utility and drainage easement at the rear of Lot 15 to be 45 feet. No further changes or modification are hereby made. All other restrictive covenants contained in the original Declaration of Restrictions recorded in Book 446, page 433, are hereby ratified and remain unchanged and are incorporated herein by reference.

IN WITNESS WHEREOF, Sweet Union Enterprises, Inc., has caused these presents to be signed in its corporate name by its President, attested to by its Secretary, and its seal affixed hereto all by order of its Board of Directors, this the 20th day of June, 1992.

SWEET UNION ENTERPRISES, INC.

BY: *[Signature]*
Vain J. Lope, President

M. G. Love
PERRY & BUNDY
ATTORNEYS-AT-LAW
MONROE, N. C.

ATTESTED TO:
[Signature]
Martha G. Love, Secretary
NORTH CAROLINA
COUNTY OF UNION

BOOK 571 PAGE 374

NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid certify that Martha G. Love personally came before me this day and acknowledged that she is the Secretary of Sweet Union Enterprises, 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 stamp or seal, this the 30th day of June, 1992.

My Commission Expires: Aug 23, 1993



NORTH CAROLINA - Union County Shirley P. Collins
The foregoing authenticity of Marion G. N.C.

Notary Public of Union Co., N.C.

is (was) certified to be correct. This instrument was prepared for registration and recorded in this office at Book 571, Page 373
This 28th day of July, 1992, at 1:25 o'clock P. M.

OWELL L. MYLER, REGISTER OF DEEDS By: Shirley P. Collins Notary Public

PERRY & STADY
ATTORNEYS-AT-LAW
MONROE, N. C.

RECORDED
and
SERIALIZED
R 209

BOOK 587 PAGE 005

STATE OF NORTH CAROLINA
COUNTY OF UNION

Held for record
Date 8-20 10-15-92
Time 3:20 P.M.
of clock
ONE L. PETER, Registrar of Deeds
Market County, Moore, North Carolina

DECLARATION OF MODIFICATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that SWEET UNION ENTERPRISES, INC., a North Carolina corporation, hereinafter referred to as "Declarant" does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any of the property or lots located in Polk Mountain Plantation Subdivision as shown on Plat recorded in Plat Cabinet C, File No. 241, Union County Registry, that the building setback requirement from the rear of Lot 15 is hereby modified as follows:

WHEREAS, Sweet Union Enterprises, Inc., conveyed all of Lot 15 of Polk Mountain Plantation as set out upon plat filed in Plat Cabinet C, File No. 241, Union County Registry, by deed dated March 10, 1992, to William Cameron Park and wife, Carolyn Ammons Park, and recorded in Book 545, Page 025, Union County Registry;

AND, WHEREAS, the undersigned realizing that Paragraph IV of the Declaration of Restrictions recorded in Book 446, page 433, Union County Registry, establishes a 50 foot front setback line from any drainage or utility easement located along the rear of a lot.

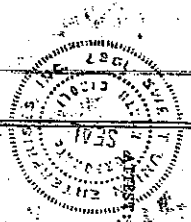
AND, WHEREAS, William Cameron Park and wife, Carolyn Ammons Park have requested that the rear building setback line requirement be modified as the same applies to Lot 15 as shown on plat recorded in Plat Cabinet C, File 241, Union County Registry, and the undersigned has agreed to do so.

NOW, THEREFORE, in accordance with Paragraph XVII of the original Declaration of Restrictions as recorded in Book 446, page 433, the Declarant hereby modifies and changes the 50 foot building setback requirement from the line of the utility and drainage easement at the rear of Lot 15 to be 33 feet. No further changes or modification are hereby made. All other restrictive covenants contained in the original Declaration of Restrictions recorded in Book 446, page 433, are hereby ratified and remain unchanged and are incorporated herein by reference.

IN WITNESS WHEREOF, Sweet Union Enterprises, Inc., has caused these presents to be signed in its corporate name by its President, attested to by its Secretary, and its Seal affixed hereto all by order of its Board of Directors, this the 6th day of October, 1992.

SWEET UNION ENTERPRISES, INC.

By: Matthew G. Love Secretary
By: Ann J. Love President



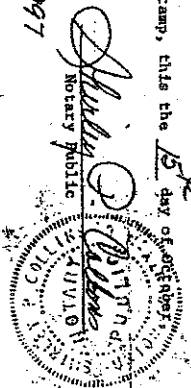
Drafted by
PERRY & BURDOW
ATTORNEYS AT LAW
MOORE, N.C.
Mail to:
Cam Park
P.O. Box 457

NORTH CAROLINA, UNION COUNTY

I, a Notary Public of Union County, North Carolina, certify that Martha G. Love personally came before me this day and acknowledged that she is the Secretary of Sweet Union Enterprises, 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 or stamp, this the 15th day of September, 1992.

My Commission Expires: Aug 23, 1997



North Carolina - Union County

The foregoing certificate of Shirley P. Collins, Notary Public of Union County, North Carolina is certified to be correct. This instrument was presented for registration and recorded in this office in Book 587, Pg 005, this 15 day of October, 1992 at 3:30 o'clock P. M.

O'NEIL L. PLYLER, REGISTER OF DEEDS, By: [Signature]
Henry P. D.