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Filed for record
Date 10.7, 2005
Time 1:59 o'clock P.m
Crystal D. Cump, Register of Deeds
Union County, Moore, North Carolina
UC

Drawn by & return to: Griffin, Smith, Caldwell, Helder & Helms, P.A. (est)
P.O. Drawer 99, Monroe, NC 28111-0099

STATE OF NORTH CAROLINA

98513

COUNTY OF UNION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROLLINS POINTE

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 7th day of October, 2005 by UNION VENTURES, INC., a North Carolina Corporation ("Developer") which owns certain real property located in Union County, North Carolina, which it has subdivided in to a subdivision known as "Rollins Pointe" (the "Subdivision") as shown on plat and recorded in the office of the Union County Register of Deeds in Plat Cabinet J, File 913, (the "Plat"), reference to which is hereby made.

WITNESSETH:

WHEREAS, Developer 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, to this end, desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Developer, by this Declaration, does declare that all of the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns ("Owners"), and shall inure to the benefit of each owner thereof.

1. The Subdivision consists of Lots 1-12 and Lots 8A, 9A and 12A as shown on the Plat. Lots 8A, 9A and 12A are for the purpose of providing septic tank drain field and/or repair areas for Lots 8, 9 and 12 respectively and are considered and deemed a part of and appurtenant to and run with the title to said lots whether included in the legal description in the conveyance of said lots or not. The owners of Lots 8, 9 and 12 shall own Lots 8A, 9A and 12A respectively in fee as opposed to owning only an easement on and over them.

Lots 8 and 9 shall have an easement on and over the areas on the Plat designated "11' Sewer Esmt." for the installation and maintenance of a line from said lots to Lots 8A and 9A to transmit sewage from said lots to their septic tank drain field and/or repair areas, which easement shall be appurtenant to and run with the title to said lots. The owners of Lots 8 and 9 shall repair any damages which they cause to the sewer line of the other located within said easement and shall also repair the surface area of said easement which they disturb during the installation or repair of their sewer lines.

Lot 12 shall have an easement eleven feet (11') in width across Diamond Drive for the installation and maintenance of a line from said lot to Lot 12A to transmit sewage from said lot to its septic tank drain field and/or repair area, which easement shall be appurtenant to and run with the title to said lot. The owner of Lot 12 shall repair the surface area of said easement which they disturb during the installation or repair of their sewer line.

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2. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter unless such subdivision shall result in lots of not less than one acre each.
3. Except for the use of Lots 8A, 9A and 12A as septic tank drain field and/or repair areas as provided for in Paragraph 1 above, each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
4. No single-family dwelling shall be erected and maintained on any lot with heated living area of less than twenty-one hundred (2100) square feet. The exterior of all houses shall be at least eighty percent (80%) brick, stone or hard coat stucco. No synthetic stucco or Exterior Insulation Finish System shall be permitted.
5. Any outbuildings qualifying under Paragraph 3 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.
6. 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 on 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 block or cement block.
7. 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, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No mobile homes, double wide mobile homes, or modular homes shall be allowed or maintained upon any lot. No animals, live stock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No boat (including personal water craft), camper, trailer (including commercial trailers), recreational vehicles, commercial vehicles, trucks (excluding pickup trucks), tractor trailer truck, or semis shall be parked, stored or left on the streets or lots of the subdivision unless parked, stored or left within a fully enclosed structure which shall be considered an outbuilding under Paragraph 5.
9. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
10. No sign of any kind shall be displayed to the public view on any lot or within the street right of way, except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No subdivision of any lots will be permitted without the prior written consent of the Developer.
12. The driveway and sidewalks serving a lot shall be constructed of concrete. No above ground storage tanks shall be erected or installed on a lot, provided that propane gas tanks shall be permitted to be located no closer to the front lot line than the rear of the residence and also provided that sufficient landscaping shall be installed so as to prevent said tank from being seen from any street located within the Subdivision or U.S. Highway 601.
13. Each dwelling constructed on a lot shall have an attached two car garage with a door with said door facing the rear or side only.
14. 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 anywhere within the Subdivision.
15. No freestanding antenna or satellite dish shall be permitted in the front or side yard on any lot. On ly radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence and only dishes or disks not exceeding four (4) feet in diameter and not visible from any point on the street in front of the residence shall be permitted.
16. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map (or in any case between

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the residential structure located on the lot and the road right-of-way), nor shall any fence be erected except in accordance with the architectural control provisions of Paragraph 20 below. Any fence constructed shall be a wood split rail fence or a privacy fence constructed of wood or vinyl and not exceeding six (6) feet in height.

17. No masonry or stone mailbox and/or paper holder nor any other type of mailbox and/or paper holder supports nor any other type of mailbox and/or paper holder structure or structure of any kind that would prevent the North Carolina Department of Transportation from assuming maintenance of the streets in the Subdivision shall be permitted. Further, the mailbox and paper holder for the lots in the Subdivision shall be uniform as specified by the Developer.

18. Above ground pools are permitted only if enclosed by a solid wood or vinyl fence with a minimum height of six (6) feet and provided said pool is located in the rear yard.

19. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot 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 and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the time and days aforementioned.

20. No building, fence, wall, sidewalk, driveway or other structure shall be commenced, erected or maintained upon any lot nor shall any exterior addition, change or alteration thereto (including change of color) be made without the prior written approval of the Developer. The areas over which Developer shall have control shall include, but shall not be limited to, the size and plan of the residential structure, the location of the principal residential structure on the lot, the size and plan of any attached garage, the location and manner of construction of any driveway, in-ground swimming pool, patio, mailbox or other exterior improvements, and the composition and color of all material used on the exterior of any structure. Developer shall also have control over the removal of any trees or other vegetation from any lot and no party shall grade, excavate upon or otherwise alter the topography of any lot or remove any tree greater than a 5" caliber or other vegetation therefrom without obtaining the prior written approval of Developer. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Subdivision by Developer in accordance with its general plan of development. In 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 Developer reserves the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon all lots, provided, however, that such locations shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific site. Any party requiring approval of any proposed improvements to any lot shall submit to Developer plans and specifications showing in such detail and manner as Developer shall require the nature, shape, height, materials and locations of any such improvement. Developer, in its sole and absolute discretion, may require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered land surveyor showing the location of the proposed improvements on the lot. All decisions by Developer shall be based on Developer's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the Subdivision. Developer's approval or disapproval of any proposed improvement shall be in writing. In the event that Developer fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as Developer may require have been submitted to it, such plans and specifications shall be deemed approved, provided that in no event shall improvements violating this Declaration, local, state or federal law be deemed approved by the Developer whether or not approval is given by Developer. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by Developer of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Rejection or approval of plans, specification or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of and the sole and uncontrolled discretion of Developer shall be deemed sufficient.

The Developer will surrender the right of architectural control provided for herein at such time as Developer no longer has any ownership interest in any lot in the Subdivision.

21. The Developer reserves an easement in and right at any time in the future, to grant the following:

(a) A ten foot (10') 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, storm water drainage facilities and for installing septic system lines used to service other lots within the Subdivision. Except as shown on the Plat, nothing herein is to be construed to reserve an easement for a septic drain field or repair area in favor of any other lot in the Subdivision without the approval of the owner of said lot to be so burdened.

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(b) A five foot (5') right of way over, under, and along the side lines of each lot for the same uses and purposes set forth in subparagraph (a) above.

(c) A five foot (5') right of way over, under, and along the property line abutting on street right of way for the same uses and purposes set forth in subparagraph (a) above.

22. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on my lot, except during such reasonable time period as is necessary for completion and subject to the time limitation set forth below. All construction must commence within one year from the date of the conveyance of ownership from the Developer to an Owner and construction must be completed within one (1) year from the time of said commencement of construction, unless written permission is granted by the Developer. Commencement of construction shall be defined as the clearing, grading or disturbance of the soil or vegetation of the lot. Completion shall be defined as having acquired a certificate of occupancy from the applicable governmental entity. In the event construction is not commenced within one year, Developer, at its option, may require Owner to convey title to the lot to Developer in consideration for an amount equaling the amount paid by the Owner to the Developer at the time of the conveyance, as set out above, free and clear of any claims, liens or encumbrances not existing at the time Developer conveyed the same to the Owner. Any damage to the streets, or any utility system caused by the Owner or Owner's builder or subcontractors shall be repaired by such responsible Owner. Any Owner or Owner's builder or subcontractors shall keep his lot free of unsightly construction debris and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by said construction.

23. 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.

24. 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.

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

26. This Declaration may be amended upon approval by sixty-seven percent (67%) of the then lot owners with each lot owner having one vote per lot owned; provided, however, such amendment must be approved in writing by the Department of Housing and Urban Development or the Veterans Administration if such approval is required.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date this Declaration is 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, Developer has caused this instrument to be duly executed under seal as of the day and year first above written.

UNION VENTURES, INC., a North Carolina corporation.

By:

Title: 

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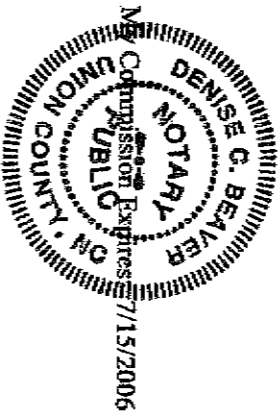
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STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Denise C. Beaver, a Notary Public, certify that ELBERT C. GRIFIN personally came before me this day and acknowledged that he is the President of Union Ventures, Inc., a North Carolina corporation and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this 7th day of October, 2005.

Denise C. Beaver
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of _____
Notary(ies) 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 _____, page _____.

This _____ day of October, 2005, at _____ o'clock _____ m.

Register of Deeds
By: _____

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RK 3943 P001

Filed for record
Date 10-7-2005
Time 1:59 of clock P m
Oswell D. Crump, Register of Deeds
Union County, Monroe, North Carolina
OC

Drawn by & return to: Griffin, Smith, Caldwell, Helder & Helms, P.A. (est)
P.O. Drawer 99, Monroe, NC 28111-0099

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STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROLLINS POINTE

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 7th day of October, 2005 by UNION VENTURES, INC., a North Carolina Corporation ("Developer") which owns certain real property located in Union County, North Carolina, which it has subdivided in to a subdivision known as "Rollins Pointe" (the "Subdivision") as shown on plat and recorded in the office of the Union County Register of Deeds in Plat Cabinet I, File 913, (the "Plat"), reference to which is hereby made.

WITNESSETH:

WHEREAS, Developer 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, to this end, desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Developer, by this Declaration, does declare that all of the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns ("Owners"), and shall inure to the benefit of each owner thereof:

1. The Subdivision consists of Lots 1-12 and Lots 8A, 9A and 12A as shown on the Plat. Lots 8A, 9A and 12A are for the purpose of providing septic tank drain field and/or repair areas for Lots 8, 9 and 12 respectively and are considered and deemed a part of and appurtenant to and run with the title to said lots whether included in the legal description in the conveyance of said lots or not. The owners of Lots 8, 9 and 12 shall own Lots 8A, 9A and 12A respectively in fee as opposed to owning only an easement on and over them.

Lots 8 and 9 shall have an easement on and over the areas on the Plat designated "11" Sewer Esmt." for the installation and maintenance of a line from said lots to Lots 8A and 9A to transmit sewage from said lots to their septic tank drain field and/or repair areas, which easement shall be appurtenant to and run with the title to said lots. The owners of Lots 8 and 9 shall repair any damages which they cause to the sewer line of the other located within said easement and shall also repair the surface area of said easement which they disturb during the installation or repair of their sewer lines.

Lot 12 shall have an easement eleven feet (11') in width across Diamond Drive for the installation and maintenance of a line from said lot to Lot 12A to transmit sewage from said lot to its septic tank drain field and/or repair area, which easement shall be appurtenant to and run with the title to said lot. The owner of Lot 12 shall repair the surface area of said easement which they disturb during the installation or repair of their sewer line.

2. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter unless such subdivision shall result in lots of not less than one acre each.
3. Except for the use of Lots 8A, 9A and 12A as septic tank drain field and/or repair areas as provided for in Paragraph 1 above, each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
4. No single-family dwelling shall be erected and maintained on any lot with heated living area of less than twenty-one hundred (2100) square feet. The exterior of all houses shall be at least eighty percent (80%) brick, stone or hard coat stucco. No synthetic stucco or Exterior Insulation Finish System shall be permitted.
5. Any outbuildings qualifying under Paragraph 3 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.
6. 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 on 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 block or cement block.
7. 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, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No mobile homes, double wide mobile homes, or modular homes shall be allowed or maintained upon any lot. No animals, live stock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No boat (including personal water craft), camper, trailer (including commercial trailers), recreational vehicles, commercial vehicles, trucks (excluding pickup trucks), tractor trailer truck, or semis shall be parked, stored or left on the streets or lots of the subdivision unless parked, stored or left within a fully enclosed structure which shall be considered an outbuilding under Paragraph 5.
9. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
10. No sign of any kind shall be displayed to the public view on any lot or within the street right of way, except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No subdivision of any lots will be permitted without the prior written consent of the Developer.
12. The driveway and sidewalks serving a lot shall be constructed of concrete. No above ground storage tanks shall be erected or installed on a lot; provided that propane gas tanks shall be permitted to be located no closer to the front lot line than the rear of the residence and also provided that sufficient landscaping shall be installed so as to prevent said tank from being seen from any street located within the Subdivision or U.S. Highway 601.
13. Each dwelling constructed on a lot shall have an attached two car garage with a door with said door facing the rear or side only.
14. 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 anywhere within the Subdivision.
15. No freestanding antenna or satellite dish shall be permitted in the front or side yard on any lot. Only radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence and only dishes or disks not exceeding four (4) feet in diameter and not visible from any point on the street in front of the residence shall be permitted.
16. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map (or in any case between

the residential structure located on the lot and the road right-of-way), nor shall any fence be erected except in accordance with the architectural control provisions of Paragraph 20 below. Any fence constructed shall be a wood split rail fence or a privacy fence constructed of wood or vinyl and not exceeding six (6) feet in height.

17. No masonry or stone mailbox and/or paper holder nor any other type of mailbox and/or paper holder supports nor any other type of mailbox and/or paper holder structure or structure of any kind that would prevent the North Carolina Department of Transportation from assuming maintenance of the streets in the Subdivision shall be permitted. Further, the mailbox and paper holder for the lots in the Subdivision shall be uniform as specified by the Developer.

18. Above ground pools are permitted only if enclosed by a solid wood or vinyl fence with a minimum height of six (6) feet and provided said pool is located in the rear yard.

19. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot 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 and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the time and days aforementioned.

20. No building, fence, wall, sidewalk, driveway or other structure shall be commenced, erected or maintained upon any lot nor shall any exterior addition, change or alteration thereto (including change of color) be made without the prior written approval of the Developer. The areas over which Developer shall have control shall include, but shall not be limited to, the size and plan of the residential structure, the location of the principal residential structure on the lot, the size and plan of any attached garage, the location and manner of construction of any driveway, in-ground swimming pool, patio, mailbox or other exterior improvements, and the composition and color of all material used on the exterior of any structure. Developer shall also have control over the removal of any trees or other vegetation from any lot and no party shall grade, excavate upon or otherwise alter the topography of any lot or remove any tree greater than a 5" caliber or other vegetation therefrom without obtaining the prior written approval of Developer. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Subdivision by Developer in accordance with its general plan of development. In 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 Developer reserves the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon all lots, provided, however, that such locations shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific site. Any party requiring approval of any proposed improvements to any lot shall submit to Developer plans and specifications showing in such detail and manner as Developer shall require the nature, shape, height, materials and locations of any such improvement. Developer, in its sole and absolute discretion, may require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered land surveyor showing the location of the proposed improvements on the lot. All decisions by Developer shall be based on Developer's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the Subdivision. Developer's approval or disapproval of any proposed improvement shall be in writing. In the event that Developer fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as Developer may require have been submitted to it, such plans and specifications shall be deemed approved; provided that in no event shall improvements violating this Declaration, local, state or federal law be deemed approved by the Developer whether or not approval is given by Developer. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by Developer of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Rejection or approval of plans, specification or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of and the sole and uncontrolled discretion of Developer shall be deemed sufficient.

The Developer will surrender the right of architectural control provided for herein at such time as Developer no longer has any ownership interest in any lot in the Subdivision.

21. The Developer reserves an easement in and right at any time in the future, to grant the following:

(a) A ten foot (10') 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, storm water drainage facilities and for installing septic system lines used to service other lots within the Subdivision. Except as shown on the Plat, nothing herein is to be construed to reserve an easement for a septic drain field or repair area in favor of any other lot in the Subdivision without the approval of the owner of said lot to be so burdened.

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(b) A five foot (5') right of way over, under, and along the side lines of each lot for the same uses and purposes set forth in subparagraph (a) above.

(c) A five foot (5') right of way over, under, and along the property line abutting on street right of way for the same uses and purposes set forth in subparagraph (a) above.

22. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on my lot, except during such reasonable time period as is necessary for completion and subject to the time limitation set forth below. All construction must commence within one year from the date of the conveyance of ownership from the Developer to an Owner and construction must be completed within one (1) year from the time of said commencement of construction, unless written permission is granted by the Developer. Commencement of construction shall be defined as the clearing, grading or disturbance of the soil or vegetation of the lot. Completion shall be defined as having acquired a certificate of occupancy from the applicable governmental entity. In the event construction is not commenced within one year, Developer, at its option, may require Owner to convey title to the lot to Developer in consideration for an amount equaling the amount paid by the Owner to the Developer at the time of the conveyance, as set out above, free and clear of any claims, liens or encumbrances not existing at the time Developer conveyed the same to the Owner. Any damage to the streets, or any utility system caused by the Owner or Owner's builder or subcontractors shall be repaired by such responsible Owner. Any Owner or Owner's builder or subcontractors shall keep his lot free of unsightly construction debris and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by said construction.

23. 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.

24. Invalidity 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.

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

26. This Declaration may be amended upon approval by sixty-seven percent (67%) of the then lot owners with each lot owner having one vote per lot owned; provided, however, such amendment must be approved in writing by the Department of Housing and Urban Development or the Veterans Administration if such approval is required.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date this Declaration is 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, Developer has caused this instrument to be duly executed under seal as of the day and year first above written.

UNION VENTURES, INC., a North Carolina corporation.

By:

Title: 

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0005

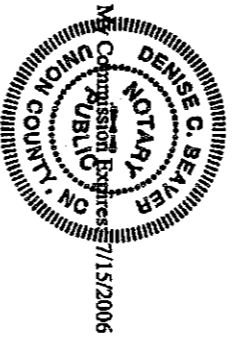
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STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Denise C. Beaver, a Notary Public, certify that ELBERT C. GRIFFIN personally came before me this day and acknowledged that he is the President of Union Ventures, Inc., a North Carolina corporation and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this 7th day of October, 2005.

Denise C. Beaver
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of _____
Notary(ies) 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 _____, page _____.

This _____ day of October, 2005, at _____ o'clock __m.

Register of Deeds

By: _____