

PK 1631 PC 648

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Prepared by: VMD, Inc.  
Mail to: 613 Euclid Street  
Monroe, N. C. 28110

Declaration of Covenants  
And Restriction For:  
Waxhaw Forest

6673A

Filed for record  
Date: 8-27-2001 5:00 PM  
JUDY G. PRINCE, Register of Deeds  
Union County, Warren, North Carolina

WITNESSETH:

WHEREAS, VMD, Inc., herein called the "Declarant", is the fee simple owner of certain real property located in Union County, North Carolina, and desires to establish on a portion thereof a residential community consisting of residential dwellings to be known as Waxhaw Forest, and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Waxhaw Forest.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Waxhaw Forest, recorded in the Union County Public Registry, and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the Restrictions) is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, and any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

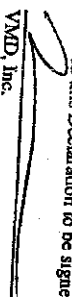
RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes and shall contain no more than one (1) residence.
2. Each residential unit shall contain a minimum of 1,150 square feet of main floor enclosed living area, exclusive of patios, porches, garages and basements. Once construction of a residence has commenced the exterior thereof, including finished siding material shall be completed within six (6) months thereafter.
3. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate government authority unless public sewage becomes available in the subdivision.
4. No mobile homes or house trailers shall be occupied as a residence, either on a permanent or temporary basis. Modular homes are permitted. The terms "mobile home" and "modular home" are defined as follows:  
 Modular Home: A dwelling unit constructed in accordance with the standards set forth in the North Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building a site for final assembly.  
 Mobile Home: A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.
5. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, brick, stone or other similar facing material. No structure shall have an exterior covering consisting of tarpaper, rolled brick siding or other similar facing material.
6. No animals or livestock of any descriptions except the usual household pets and horses shall be kept on any tract.
7. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

8. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
9. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract an no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.
10. No junk, debris or trash shall be accumulated and/or stored on any tract.
11. Any satellite reception disk or device, above-ground swimming pool or outdoor clotheslines shall be screened from view by adjoining tracts, the streets and the Common Areas by means of landscaping or attractive screening material.
12. No tractor-trailer rigs, dump trucks or buses shall be parked or stored on any tract.
13. No out-buildings or fences shall be constructed, installed or placed in front of the front building wall of residence, which shall be the building wall nearest the road.
14. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.
15. As used through these Restrictions, "tract" shall include any subsequent combination of tracts or multiple tracts.
16. Until seventy-five percent (75%) of said lots have been sold and conveyed by VMD, Inc., VMD, Inc. shall have the right and authority to amend said restrictions in any and all respects, including the cancellation thereof, and to delete any or all of said lots from the effect of these restrictions. However, after the sale of seventy-five percent (75%) of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

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

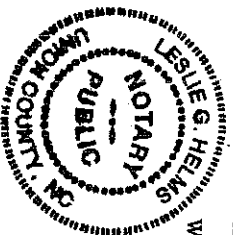
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 27<sup>th</sup> day of August, 2001.


  
VMD, Inc.

State of North Carolina  
Union County

I, a Notary Public of the State and County aforesaid, do hereby certify that Robert M. Morrison, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this is 27<sup>th</sup> day of August 2001.



  
Notary Public  
My Commission Expires: May 8, 2006

Heritage Ventures, Inc.  
By: Van Southard  
Title: President

  
Rob Morrison

VMD, Inc.  
By: Rob Morrison  
Title: President



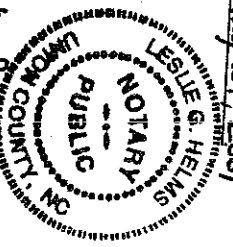
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I, Leslie G. Helms (Name of officer taking acknowledgment), Notary Public  
title of officer taking acknowledgment), Walter C. Souter Official  
before me this day and acknowledged that he (or she) is President personally came  
Ventures, Inc.), being authorized to be so, executed the foregoing on behalf of the corporation.  
(Heritage)

Witness my hand and official seal, this the 27th day of August 2001

Leslie G. Helms  
(Signature of officer acknowledging)

My commission expires: May 8, 2006

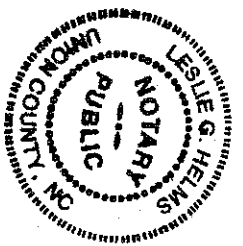


I, Leslie G. Helms (Name of officer taking acknowledgment), Notary Public  
title of officer taking acknowledgment), certify that Robert M. Wilson Official  
before me this day and acknowledged that he (or she) is President personally came  
being authorized to be so, executed the foregoing on behalf of the corporation.  
(VMD, Inc.),

Witness my hand and official seal, this the 27 day of August 2001

Leslie G. Helms  
(Signature of officer acknowledging)

My commission expires: May 8, 2006



NORTH CAROLINA - UNION COUNTY  
The foregoing certificate  
Leslie G. Helms  
Notary Public  
is here certified  
to be correct, filed for record this 27th day  
of August 2001 at 1:40 p.m.  
MAY A PRICE REGISTER OF DEEDS  
BY Robert M. Wilson