



BR 924 PG 204

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 12-2-04  
Time 11:15 of book 9 in  
) JUDY G. PRICE, Register of Deeds  
) Union County, Moore, North Carolina

RESTRICTIVE COVENANTS

04  
gpr

WHEREAS, H. R. Parters, a North Carolina partnership (hereinafter referred to as "Declarant") is the owner of a tract of land on Antioch Church Road in Union County, North Carolina, as shown on a plat thereof recorded in Deed Book 918, Page 227, and

WHEREAS, Declarant, the owner of said tract of land known as Widdington Oaks Subdivision, now desires to place and impose certain protective covenants and restrictions upon Lots 1, 2, 3, 41, 42, 24 and 23 as shown on plat recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat C-1111 E. File 451 and

NOW, THEREFORE, in consideration of the premises, Declarant, for themselves, their successors, assigns and future grantees, does hereby place and impose upon all of said lots the following restrictions:

**RESIDENTIAL USE OF PROPERTY:**

-All lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single residential use. Construction of new residential buildings shall be permitted.

-All outbuildings on a lot must be of the same architectural design and exterior finish as the primary structure.

-Openings on garages and outbuildings must have a side or rear car entrance.

-Exterior finishes of structures on these lots shall consist of brick veneer or stucco finish.

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**BUILDING COMMITTEE:**

-The Building Committee shall consist of the Developers.

-Prior to beginning any clearing or removal of trees from any lot, the owner shall submit to the Building Committee two sets of plans that show: complete construction plans, plot plan and specifications showing the proposed location of the building, outbuilding, well and septic system. No construction shall commence until the plans have been approved in writing by the Building Committee.

**MINIMUM SIZE OF DWELLINGS:**

-Each single family dwelling constructed on each lot shall contain not less than the following minimum heated square feet:

- a. Not less than a minimum of 2400 sq. ft. of finished ground floor area for a one-story dwelling.
  - b. Not less than a minimum of 2800 sq. ft. of finished floor area for a multi-level dwelling. There must be a minimum of 1400 sq. ft. of finished floor area on the ground floor level.
- The minimum finished and heated ground area herein referred to shall not include basements, attached or detached garages, unheated storage area, cupboards or open porches of any type. All residences must have a minimum of two-car garage or carport.

**SETBACK LINES:**

- The following setback shall apply to all building lots in the subdivision:
  - Front 50 feet (15 feet on cul-de-sac lots)
  - Sides 15 feet
  - Rear 40 feet
  - Corner 25 feet
  - On cul-de-sac lots the lot must be 120 feet wide at the house site.

REDACTOR:  
HR Postulas  
Oliver Foyat Edger  
MATHIAS, INC  
ORIOS

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FENCES AND WALLS.

No fence or wall of any nature shall be maintained or permitted on any lot from the front and side street setback line on each lot to the street line.

Fences constructed from the front and side street setback line to the rear line of the improvements constructed on each lot shall be constructed of wood or brick and shall not exceed a height of 60 inches. No chain link, concrete block, or exposed wire fences of any nature shall be allowed within the subdivision. No post-and-rail, however, that a wire fence may be used behind and in conjunction with an approved fence.

TELEVISION OR SATELLITE OR DISH ANTENNAS.

No owner shall maintain a television or satellite or dish antenna in any location other than the rear yard of the residence constructed on any lot and in no event shall such television or satellite or dish antenna be attached to the principal residence, or located to the front or side of any principal residence so constructed upon a lot or lots.

EFFECTIVE PERIOD.

The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of lots for a period of 25 years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years until terminated as hereinafter provided.

IN WITNESS WHEREOF, the said George P. Houston, Jr., General Partner of H. R. Partners has hereunto set his hand and seal this 3rd day of December, 1996.

H. R. Partners  
BY: *George P. Houston, Jr.*  
George P. Houston, Jr.,  
General Partner

NORTH CAROLINA )  
COUNTY OF UNION )  
E, a Notary Public of the County and State aforesaid, certify that George P. Houston, Jr., Partner

personally appeared before me this day and acknowledged the execution of the foregoing instrument.  
Witness my hand and official stamp or seal, this 3rd day of November, 1996.  
My commission expires: Dec. 7, 1998  
*A. Quirk Y. Leonard*  
Notary Public

STATE OF NORTH CAROLINA, UNION COUNTY.  
The foregoing certificate of F. Garole Morrow  
is certified to be correct. Filed for record this the 3rd day of Dec., 1996 at 11:10  
clock A. M. in Book 924 Page 804  
JUDY B. PRICE, REGISTER OF DEEDS  
BY: Mary Shubert Deputy

RECORDED  
AND  
VERIFIED  
MAN

BR 934 PG 324

STATE OF NORTH CAROLINA )  
COUNTY OF UNION )

Filed for record  
Date 11/11/07  
Time 3:25 of Book 11  
BY G. PRICE, Register of Deeds  
Union County, North Carolina

RESTRICTIVE COVENANTS

ofo  
BPC

WHEREAS, H. R. Partman, a North Carolina partnership (hereinafter referred to as "Declarant") is the owner of a tract of land on Antioch Church Road in Union County, North Carolina, as shown on a plat thereof recorded in Deed Book 918, Page 227, and

WHEREAS, Declarant, the owner of said tract of land known as Weddington Oaks Subdivision, now desires to place and impose certain protective covenants and restrictions upon Lots 1 through 43 as shown on plats recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet E, File 451, 519 and 520 and

NOW, THEREFORE, in consideration of the premises, Declarant, for themselves, their successors, assigns and future grantees, does hereby place and impose upon all of said lots the following restrictions:

**RESIDENTIAL USE OF PROPERTY:**

- All lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single residential use. Construction of new residential buildings shall be permitted.
- All outbuildings on a lot must be of the same architectural design and exterior finish as the primary structure.
- Openings on garages and outbuildings must have a side or rear car entrance and not open to a main street.
- Exterior finishes of structures on these lots shall consist of brick veneer or stucco finish with appropriate trim finish material.

**BUILDING COMMITTEE:**

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-The Building Committee shall consist of the Developer. Prior to beginning any clearing or removal of trees from any lot, the owner shall submit to the Building Committee two sets of plans that show: complete construction plans, plot plan and specifications showing the proposed location of the building, outbuilding, well and septic system. The building committee will return one set of approved plans to the owner. No construction shall commence until the plans have been approved in writing by the Building Committee.

**MINIMUM SIZE OF DWELLING:**

- Each single family dwelling constructed on each lot shall contain not less than the following minimum heated square feet:
    - Not less than a minimum of 2400 sf of finished ground floor area for a one-story dwelling.
    - Not less than a minimum of 2800 sf of finished floor area for a multi-level dwelling. There must be a minimum of 1400 sf of finished floor area on the ground floor level.
- The minimum finished and heated ground area herein referred to shall not include basements, attached or detached garages, unheated storage area, carports or open porches of any type. All residences must have a minimum of two-car garage or carport.

**SETBACK LINES:**

- The following setback shall apply to all building lots in the subdivision:
  - Front 50 feet (35 feet on cul-de-sac lots)
  - Sides 15 feet
  - Rear 40 feet
  - Corner 25 feet
- On cul-de-sac lots the lot must be 120 feet wide at the house site.

Return to:

N. R. Partman  
7103 Forest Ridge  
Matthews, NC  
27055

BK 934 PG 325

**FENCES AND WALLS:**

-No fence or wall of any nature shall be maintained or permitted on any lot from the front and side street setback line on each lot to the street line.

-Fences constructed from the front and side street setback line to the rear line of the improvements constructed on each lot shall be constructed of wood or brick and shall not exceed a height of 60 inches. No chain link, concrete block, or exposed wire fences of any nature shall be allowed within the subdivision, providing, however, that a wire fence may be used behind and in conjunction with an approved fence.

**TELEVISION OR SATELLITE OR DISH ANTENNAS:**

-The new 18" or smaller satellite dishes are allowed. No owner shall maintain a television or satellite or dish antenna in any location other than the rear yard of the residence constructed on any lot, and in no event shall such television or satellite or dish antenna be attached to the principal residence, or located to the front or side of any principal residence so constructed upon a lot or lots.

**EFFECTIVE PERIOD:**

-The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of lots for a period of 25 years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years until terminated as hereinafter provided.

IN WITNESS WHEREOF, the said George P. Houston, Jr., General Partner of H. R. Partners has hereunto set his hand and seal this 14th day of Jan, 1997.

H. R. Partners  
BY: George P. Houston, Jr.  
General Partner



**NOTARY ACKNOWLEDGMENT**

I, a Notary Public of the County and State aforesaid, certify that George P. Houston, Jr., Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of Jan, 1997.  
My commission expires: NOV. 29, 2000

Susette H. Kinney  
Notary Public

STATE OF NORTH CAROLINA-UNION COUNTY  
The foregoing certificate of Susette H. Kinney  
is certified to be correct. Filed for record this the 14th day of Jan, 1998 at 8:35  
o'clock A. M. in Book 034 Page 304  
JUDY B. PRICE-REGISTER OF DEEDS

BY: Deanna Piccolo, Deputy

EX 1085FG0087

*Drawn by  
1/19/98  
A. Lambert  
15517-200 4th St.  
Charlotte, NC 28204*

Filed for record  
Date 4/22/98  
Time 4:45 o'clock P. M.  
JOY G. FRICK, Register of Deeds  
Union County, North Carolina

STATE OF NORTH CAROLINA

COUNTY OF UNION

AMENDMENT TO RESTRICTIVE  
COVENANTS FOR WEDDINGTON  
OAKS SUBDIVISION

THIS AMENDMENT OF THE RESTRICTIONS RECORDED IN BOOK 934 AT PAGE 324 IS MADE ON THE DATE HEREINAFTER SET FORTH BY THE UNDERSIGNED, H.R. PARINERS, LEWIS HOMES INCORPORATED AND CHERRY HOMES, OWNERS OF AT LEAST 75% OF THE LOTS IN WEDDINGTON OAKS SUBDIVISION, AS SHOWN ON PLAT RECORDED IN PLAT CABINET E AT PILES 451, 519 AND 520 AND ON REVISED PLATS RECORDED IN PLAT CABINET E AT PILES 637, 643 AND 676 IN THE UNION COUNTY PUBLIC REGISTRY, AND 797

WITNESSETH:

WHEREAS, THE UNDERSIGNED DESIRE TO AMEND THE SAID RESTRICTIONS AND ADD THE FOLLOWING LANGUAGE:

IF THERE IS A DISCREPANCY BETWEEN THE RECORDED PLAT MAP AND THE RESTRICTIVE COVENANTS, THE RECORDED PLAT MAP WILL TAKE PRECEDENCE OVER THE RESTRICTIONS AND WILL BE THE CONTROLLING DOCUMENT.

EXCEPT AS HEREIN AMENDED THE RESTRICTIVE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO CAUSED THIS AMENDMENT TO BE EXECUTED AND SEALED BY AUTHORITY DULY GIVEN AS OF THE 9 DAY OF APRIL, 1997.

04- 95

RECORDED  
AND  
INDEXED  
APR 22 1998

RECORDED  
AND  
INDEXED  
MAY 11 1998

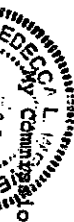
BK1085PG0088

HR PARTNERS

*Muellemberg* (seal)  
*James Larry Williams* (seal)

I, Rebecca L. Weaver, a Notary Public, do hereby certify that James Larry Williams and Glenda Kay Williams personally appeared before me this day and acknowledged the foregoing instrument.

I, Rebecca L. Weaver, a Notary Public, this the 9 day of September, 1998.



My Commission Expires: 6-11-2001  
*Rebecca L. Weaver*  
Notary Public

*James Larry Williams* (seal)  
JAMES LARRY WILLIAMS  
*Glenda Kay Williams* (seal)  
GLENDA KAY WILLIAMS

I, Rebecca L. Weaver, a Notary Public, do hereby certify that James Larry Williams and Glenda Kay Williams personally appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and notarial seal, this the 9 day of September, 1998.

My Commission Expires: 6-11-2001  
*Rebecca L. Weaver*  
Notary Public



EX 1035P60089

ATTEST:

David Shaw  
1998, SECRETARY

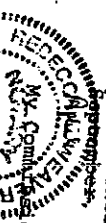
BY:

James S. Homes  
PRESIDENT

LEWIS HOMES INCORPORATED

I, Rebecca L. Weaver, a Notary Public, do hereby certify that David Shaw personally appeared before me this day and acknowledged that he is the Secretary of LEWIS HOMES INCORPORATED, a North Carolina Corporation, and that by foregoing instrument was signed in its name by its President, the Secretary, and attested by me as its

Witness my hand and notarial seal, this the 9 day of September, 1998.



Notary Public Rebecca L. Weaver

ATTEST:

John Paul  
SECRETARY

James S. Homes  
PRESIDENT

CHERRY HOMES, INC.

BY:

I, Rebecca L. Weaver, a Notary Public, do hereby certify that John Paul personally appeared before me this day and acknowledged that he is the Secretary of CHERRY HOMES, INC., a North Carolina Corporation, and that by foregoing instrument was signed in its name by its President, the Secretary, and attested by me as its

Witness my hand and notarial seal, this the 4 day of September, 1998.



Notary Public Rebecca L. Weaver



NORTH CAROLINA - UNION COUNTY  
The foregoing certificate(s) of Rebecca L. Weaver  
Notary Public  
of Gaston Co., NC were certified  
to be correct. Filed for record this 2nd day  
of April 19 98 at 11:55 AM.  
JUDY G. PRICE, REGISTER OF DEEDS  
BY: Rebecca L. Weaver