

RECORDED  
and  
VERIFIED  
BRS

BK 932PG 454

Filed for record

Date 1-3-90

Time 4:15 o'clock PM

MARY G. PRICE, Register of Deeds  
Union County, North Carolina

REV. 12/31/95

STATE OF NORTH CAROLINA

COUNTY OF UNION

C03504 DECLARATION OF RESTRICTIVE COVENANTS  
ALEXIS POINTE SUBDIVISION

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC., P.O. Box 350 Mineral Springs, North Carolina is the owner of a certain tract of land located on Highway 74, Indian Trail, Vance Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Map Book Cabinet E, Pages 470, 471, 472, 473, 474, and designated as Alexis Pointe Subdivision.

WHEREAS, Dan L. Moser Construction & Realty Co., Inc. now desires for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan L. Moser Construction & Realty Co, Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following restrictive covenants for the period ending 20 years from the date hereof.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,400 square feet of enclosed heated living area for a one-story ranch. A multi-story dwelling should have a minimum area of 1,600 square feet of enclosed heated living area. The lots that border along Fawnbrooke Drive shall have a minimum area of 1,800 square feet of enclosed heated living area. Those lots are as follows: 1, 7, 8, 16, 17, 27, 28, 40, 41, 55, 56, 81, 82, 88, 89, 95, 96, 102, 103, 109, 110, and 116. All residential dwellings must have an attached garage accommodating at least two vehicles. Only a single family dwelling and its ancillary buildings may be erected on a lot. No more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded Map Book Cabinet E, Pages 470, 471, 472, 473, 474, of the Union County Registry. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.

2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Map Book Cabinet E, Page 470, 471, 472, 473, 474, of the Union County Register of Deeds, as may be required by any utility company for sewer, telephone, cable, etc.

BK932PG455

3. No residential building shall be located on any residential lot nearer to any street line or any adjoining property line than the building set back lines shown on the recorded map.
4. All homes shall have a concrete driveway to be installed at least to the front foundation part of the house.
5. Only household pets may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. Household pets shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.
6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.
8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:
  - (a) boats and boat trailers;
  - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs (only the small mini satellite dishes are allowed);
  - (c) swimming pools; jacuzzis, or hot tubs;
  - (d) trampolines;
  - (e) fences or walls
9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport, or parking pad. This paragraph does not preclude occasional overflow for guests or other reasonable purposes.
10. No brick mailboxes are to be built by the original contractor or the homebuyer that would infringe upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry until such time that N.C.D.O.T. takes over all of the roads for maintenance.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.

BK 932 PG 456

12. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.

13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or part of the property herein described.

14. No lot or lots shall be combined or reconfigured without the prior written consent of Dan Moser Company, its successors and assigns.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION sign and record an agreement terminating these covenants.

16. Any modifications, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION.

17. The invalidation of unenforceability of any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

18. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Map Book Cabinet E, Pages 470, 471, 472, 473, 474, of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet E, Pages 470, 471, 472, 473, 474.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the 2nd day of February, 1997.

DAN L. MOSER CONSTRUCTION &  
REALTY COMPANY, INC.

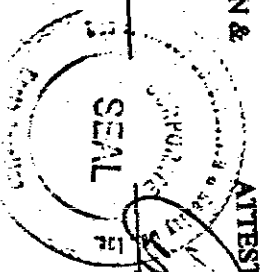
ATTEST:

By: Dan L. Moser  
President

Secretary

*These restrictions are being  
re-recorded to correct a listing  
acknowledgment originally  
recorded in Bk - 928 - Ps 526*

DAN MOSER CO.  
P.O. BOX 350  
MINERAL SPRINGS, NC 28108  
TEL. 704-488-3188



BK932PG457

NORTH CAROLINA

UNION COUNTY

I, Jocely H. Hayward, a Notary Public of said County and State, certify that Cindy Whitey personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty Company, Inc., a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 2nd day of January, 1997.

Jocely H. Hayward  
Notary Public

My commission expires: 10/5/98

The foregoing contains (s) of Jocely H. Hayward as a Union Co., NC

is a/c certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Jocely G. Price BY: mau G. ruid  
Register of Deeds Assistant/Deputy  
Union County, NC

DAN MOSER CO.  
P.O. BOX 220  
MINERAL SPRINGS, NC 27053  
TEL 704-643-2182

RECORDED  
AND  
VERIFIED  
JGP.

BK 1022PG0886

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
ALEXIS POINTE SUBDIVISION

*JGP*

The Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473 and 474 on 3/4/97 is to be amended as follows:

Item #1: The restrictions on a one story ranch shall contain not less than 1,200 square feet of enclosed heated living area and a one car garage. A multi-story dwelling should have a minimum area of 1,400 square feet of enclosed heated living area and a one car garage.

All other restrictions and covenants to remain the same as the original Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473 and 474 on 3/4/97.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of October 23, 1997.

DAN MOSER COMPANY, INC.

ATTEST:

By: Dan Moser 024632  
President

Emily White  
Secretary

Filed for record  
Date 10-30-97  
Time 10:10 of clock AM  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina



Return to:

Dan Moser Co.  
PO Box 350  
Mineral Springs, NC  
28108

NOTARY PUBLIC  
JERRY H. HAYWARD  
1022 PG 0887  
NORTH CAROLINA  
JAN 10 1997

BK 1022PG0887

NORTH CAROLINA

NOON COUNTY

I, Jerry H. Hayward, a Notary Public of said County and State, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan Moser Company, Inc., a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 23<sup>rd</sup> day of October, 1997.

Jerry H. Hayward  
Notary Public

My commission expires: 10/5/98

The foregoing certificate(s) of Joey H. Woodward, VP of Union Co., NC

is/are certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Judy G. Price BY: Mary Ann Smith  
Register of Deeds Assistant/Dputy  
Noon County, NC

RECORDED  
and  
VERIFIED  
6/15/96

BK 928 PG 566

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS  
ALEXIS POINTE SUBDIVISION

Filed for record  
Date 12-18-96  
Time 3:15 o'clock P.M.  
BY G. PRICE, Register of Deeds  
Union County, North Carolina  
REV. 7/8/96

*By: James G. Pleasant*  
*for Dan L. Moser Construction & Realty Co., Inc.*

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC., P.O. Box 350 Mineral Springs, North Carolina is the owner of a certain tract of land located on Highway 74, Indian Trail, Vance Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Map Book Cabinet E, Page 470, 471, 472, 473, 474, and designated as Alexis Pointe Subdivision.

WHEREAS, Dan L. Moser Construction & Realty Co., Inc. now desires for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan L. Moser Construction & Realty Co, Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following restrictive covenants for the period ending 20 years from the date hereof.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,400 square feet of enclosed heated living area for a one-story ranch. A multi-story dwelling should have a minimum area of 1,600 square feet of enclosed heated living area. The lots that border along Fawnbrooke Drive shall have a minimum area of 1,800 square feet of enclosed heated living area. Those lots are as follows: 1, 7, 8, 16, 17, 27, 28, 40, 41, 55, 56, 81, 82, 88, 89, 95, 96, 102, 103, 109, 110, and 116. All residential dwellings must have an attached garage accommodating at least two vehicles. Only a single family dwelling and its ancillary buildings may be erected on a lot. No more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded Map Book Cabinet E, Page 470, 471, 472, 473, 474, of the Union County Registry. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.
2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Map Book Cabinet E, Page 470, 471, 472, 473, 474, of the Union County Register of Deeds, as may be required by any utility company for sewer, telephone, cable, etc.
3. No residential building shall be located on any residential lot nearer to any street line or any adjoining property line than the building set back lines shown on the recorded map.

094773

BK 928 PG 567

4. All homes shall have a concrete driveway to be installed at least to the front foundation part of the house.
5. Only household pets may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. Household pets shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.
6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.
8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:
  - (a) boats and boat trailers;
  - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs (only the small mini satellite dishes are allowed);
  - (c) swimming pools; jacuzzis, or hot tubs;
  - (d) trampolines;
  - (e) fences or walls
9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport, or parking pad. This paragraph does not preclude occasional overflow for guests or other reasonable purposes.
10. No brick mailboxes are to be built by the original contractor or the homeowner that would infringe upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry until such time that N.C.D.O.T. takes over all of the roads for maintenance.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.
12. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.
13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or part of the property herein described.



BK928PG568

14. No lot or lots shall be combined or reconfigured without the prior written consent of Dan Moser Company, its successors and assigns.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION sign and record an agreement terminating these covenants.

16. Any modifications, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION.

17. The invalidation of unenforceability of any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

18. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Map Book Cabinet E Page 470, 471, 472, 473, 474 of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet E Page 470, 471, 472, 473, 474.

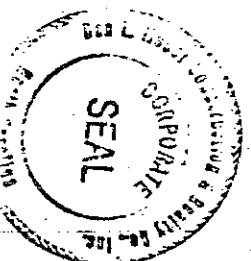
IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of December 17, 1996.

DAN MOSER COMPANY

By: Dan Moser  
President

ATTEST

Sharon Ball  
Secretary



BK928PG569

NORTH CAROLINA

UNION COUNTY

I, Jeff H. Hayward, a Notary Public of said County and State, certify that Sharon Ball personally came before me this day and acknowledged that she is Secretary of Dan Moser Company, a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 17<sup>th</sup> day of December, 1996.

Jeff H. Hayward  
Notary Public

My commission expires: 10/5/98

Mail to:  
Dan Moser Co  
PO Box 353  
Minden, LA 70458  
2808

RECORDED  
INDEXED  
MPS

8K948PG360

mg  
Pgr

Filed for record  
Date 3-4-97  
Time 2:00 o'clock PM  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

REV. 2/28/97

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS  
ALEXIS POINTE SUBDIVISION

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC., P.O. Box 350 Mineral Springs, North Carolina is the owner of a certain tract of land located on Highway 74, Indian Trail, Vance Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Map Book Cabinet E, Pages 470, 471, 472, 473, 474, and designated as Alexis Pointe Subdivision. 000333

WHEREAS, Dan L. Moser Construction & Realty Co., Inc. now desires for the use and benefit of their Company, it heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan L. Moser Construction & Realty Co, Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following restrictive covenants for the period ending 20 years from the date hereof.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,400 square feet of enclosed heated living area for a one-story ranch. A multi-story dwelling should have a minimum area of 1,600 square feet of enclosed heated living area. All residential dwellings must have an attached garage accommodating at least two vehicles. Only a single family dwelling and its ancillary buildings may be erected on a lot. No more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded Map Book Cabinet E, Pages 470, 471, 472, 473, 474, of the Union County Registry. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.
2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Map Book Cabinet E, Page 470, 471, 472, 473, 474, of the Union County Register of Deeds, as may be required by any utility company for sewer, telephone, cable, etc.
3. No residential building shall be located on any residential lot nearer to any street line or any adjoining property line than the building set back lines shown on the recorded map.

BK 94 8 PG 361

4. All homes shall have a concrete driveway to be installed at least to the front foundation part of the house.
5. Only household pets may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. Household pets shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.
6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.
8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:
  - (a) boats and boat trailers;
  - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs (only the small mini satellite dishes are allowed);
  - (c) swimming pools; jacuzzis, or hot tubs;
  - (d) trampolines;
  - (e) fences or walls
9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport, or parking pad. This paragraph does not preclude occasional overflow for guests or other reasonable purposes.
10. No brick mailboxes are to be built by the original contractor or the homebuyer that would infringe upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry until such time that N.C.D.O.T. takes over all of the roads for maintenance.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.
12. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.

BK948PG362

13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or part of the property herein described.

14. No lot or lots shall be combined or reconfigured without the prior written consent of Dan Moser Company, its successors and assigns.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION sign and record an agreement terminating these covenants.

16. Any modifications, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of ALEXIS POINTE SUBDIVISION.

17. The invalidation of unenforceability of any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

18. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Map Book Cabinet E, Pages 470, 471, 472, 473, 474, of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet E, Pages 470, 471, 472, 473, 474.

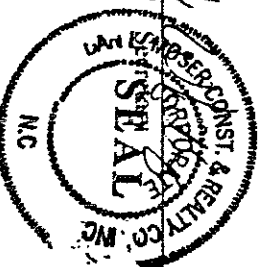
IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of March 3, 1997.

DAN L. MOSER CONSTRUCTION &  
REALTY COMPANY, INC.

ATTEST:

By: Dan L Moser  
President

*Return to-*  
DAN MOSER CO.  
P.O. BOX 350  
MINERAL SPRINGS, NC 28160  
TEL 704-845-2182



BK948PG363

NORTH CAROLINA

UNION COUNTY

I, Joey H. Hayward, a Notary Public of said County and State, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty Company, Inc., a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 3<sup>rd</sup> day of March, 1997.

Joey H. Hayward  
Notary Public

My commission expires: 10/5/98

(The foregoing certificate(s) of Joey H. Hayward are  
is/are certified to be correct. This instrument  
and certificate are duly registered at this date  
and time and in the Book and Page shown on  
the first page hereof.  
Judy G. Price BY: David J. Abogan  
Register of Deeds  
Union County, NC

BK1007PG491

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
ALEXIS POINTE SUBDIVISION

The Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473 and 474 on 3/4/97 is to be amended as follows:

Item #1: The restrictions on a one story ranch shall contain not less than 1,300 square feet of enclosed heated living area and a two car garage. A multi-story dwelling should have a minimum area of 1,500 square feet of enclosed heated living area and a two car garage.

All other restrictions and covenants to remain the same as the original Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473 and 474 on 3/4/97.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under my hand of  
the day of 8/27, 1997.

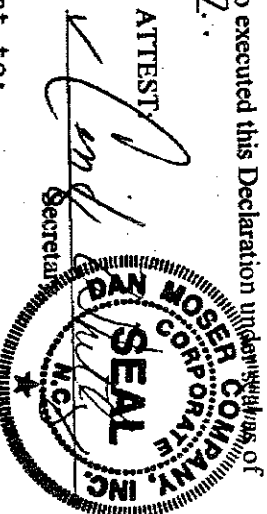
DAN MOSER COMPANY, INC.

By: Dan Moser  
President

(Please return the recorded document to:

Dan Moser Const.  
P.O. Box 350  
Mineral Springs, NC. 28108)

020221



Filed for record  
Date 9.5.97  
Time 12:00 o'clock P M  
JUDY G. PRICE, Register of Deeds  
Union County, Marree, North Carolina

BK 007PG 92

NORTH CAROLINA

UNION COUNTY

I, Judy H. Haywood, a Notary Public of said County and State, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan Moser Company, Inc., a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 27<sup>th</sup> day of

August, 1997.

Judy H. Haywood  
Notary Public

My commission expires: 10/5/98

The foregoing certificate(s) of  
Judy H. Haywood, JP of  
Union Co, NC  
is/are certified to be correct. This instrument  
and certificate are duly registered at the date  
and time and in the Book and Page shown on  
the first page hereof.

Judy G. Price BY: Deanna Price  
Register of Deeds - Assistant/Deputy  
Union County, NC



BK1088PG0858

24  
5.7  
Filed for record  
Date 4/30/98  
Time 12:00 o'clock P.M.  
JUDY G. PRITCH, Register of Deeds  
Union County, Monroe, North Carolina

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
ALEXIS POINTE SUBDIVISION

The Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473, and 474 on 3/4/97 is to be amended as follows:

Item #1: None of the following items shall be erected or located closer to the front yard than the front corners of any dwelling erected on the lot: (a) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs; (b) swimming pools, jacuzzis, or hot tubs; (c) trampolines; (d) fences or walls.

All other restrictions and covenants to remain the same as the original Restrictive Covenants for Alexis Pointe Subdivision which was recorded in Map Book Cabinet E Pages 470, 471, 472, 473, and 474 on 3/4/97.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the \_\_\_\_ day of \_\_\_\_, 1998.

DAN MOSER COMPANY, INC.

ATTEST:

By: Dan Moser  
President

Secretary

043085

return to:

Dan Moser Company  
P. O. Box 350  
Mineral Springs, NC 28108



RECORDED  
AND  
VERIFIED  
MAM

NORTH CAROLINA

BK 1088PG0859

UNION COUNTY

I, Jeey H. Hayward, a Notary Public of said County and State, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty Company, Inc., a 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 herself as its Secretary.

Witness my hand and official stamp or seal, this the 30th day of Apr, 1992.

Jeey H. Hayward  
Notary Public

My commission expires: 10/5/98



NORTH CAROLINA - UNION COUNTY  
The foregoing certificate(s) of  
Jeey H. Hayward  
Notary Public  
of Union County is/are certified  
to be correct. Filed for record this 30th day  
of Apr, 1992 at 12:00 PM.

JUDY G. PRICE, REGISTER OF DEEDS  
BY: Jeey H. Hayward  
Notary Public