

STATE OF NORTH CAROLINA
UNION COUNTY

Filed for record
Date 11-26-2002
Time 3:23 a.m. 2 p.m.
JUDY G. PRICE, Register of Deeds
Union County, Monroe, N.C.

DECLARATION OF RESTRICTIONS 46658
CANE POINTE
SUBDIVISION

Whereas, Primestar Properties, Inc., hereinafter call the "Developer", is the owner of all the property in that certain subdivision known as "Cane Pointe" as shown on maps thereof that was recorded in GRB H 224 MAP I, GRB H 225 MAP II, GRB H 266 MAP III, A1P GRB H 361 MAP IV in the office of the Register of Deeds for Union County, North Carolina. This being a portion of property recorded in Book 1853, Page 697 on June 27, 2002, in the Union County Register of Deeds.

Whereas, the Developer desires to impose certain restrictions upon the lots in said subdivision as hereinafter set forth.

1. Land Use: No lot shall be used except for single-family residential purposes. No mobile homes are permitted on any lot, temporary or permanently. On lots of 5 acres or less only one (1) detached, single-family dwelling will be allowed. Lots greater than 5 acres can be subdivided only once of not less than 2 acres per parcel if permitted by Union County. The Restrictions of Cane Pointe will apply to the re-subdivided parcels. A guesthouse is permitted on lots greater than 5 acres, but cannot be sold separately from the original tract. Only new construction shall be permitted on any lot.
2. Dwelling Character and Size: All residences constructed on a lot shall be built on site and shall contain not less than one thousand eight hundred (1800) square feet of fully enclosed heated floor area for living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). A two-story dwelling shall contain not less than two thousand (2000) square feet of fully enclosed heated floor area with at least one thousand (1000) square feet of heated floor space on first floor. Guesthouses must be at least 700 square feet heated area.
3. Building Location: No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback line as set forth on the recorded map with the following exceptions.

An owner of a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single lot.
4. Porta-Jon: During construction of the residence, a Porta-jon shall be placed on the property.
5. Prohibited Structures: No mobile home, trailer, tent, garage or outbuilding shall be used as a temporary or permanent residence. A self-contained camper can be used as a residence on a temporary basis during the construction of the main residence, if permitted by Union County, but not to exceed twelve (12) months.
6. Workmanship/Time for Completion: All dwellings and permitted structures erected or placed on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good workmanlike manner and shall be completed within twelve (12) months after same has commenced.
7. Building Materials: The exterior of any residence, building and/or other structure built on site shall be constructed of new materials being of brick, wood siding, treated logs, vinyl, stone, stucco, or combinations thereof. Any other materials, and/or deviations wherefrom, must be approved by the Developer in writing.
8. Destruction of Improvements: Any dwelling or improvements on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a lightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such lot longer than three (3) months.
9. Vehicles, Recreational Equipment and Parking: All motor vehicles of any type kept on any lot shall have current registration and inspection certificates or else be housed in an enclosed garage. All recreational vehicles, and boats must be stored behind main residence. Semi-tractor and trailer trucks and school buses shall not be parked or kept on any lot.
10. Signage: No sign (excluding typical "For Sale" and builder identification sign or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any lot; provided, however, that construction identification signs showing the lot number and name of builder may be exhibited upon the lot during the period of construction.
11. Animals, Livestock and Poultry: Only dogs, cats or other household pets and horses shall be permitted. These pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided, further, that such pets do not constitute a danger or nuisance to other lot owners or to the neighborhood in general. Horses are

permitted on lots greater than 5 acres. One (1) horse is permitted on one (1) acre of pastureland. Horses shall be quartered behind the main residence.

12. Fencing/Landscaping: Privacy fences must be left natural or stained to effect a weathered-wood look and employ four (4) inch (4"X4") treated wood posts with all pickets facing the outside boundary of the lot. All privacy fences must be kept behind the front of the main residence. No painted fences are permitted. White vinyl fencing and chain link fencing is permitted. Barbed wire fences are permitted behind the main residence if constructed with metal or treated fence posts.

Each lot that is improved by the construction of a dwelling thereon shall be landscaped to the extent of that portion of the lot lying to the front, each side, and rear of the dwelling that has been disturbed by construction. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within six (6) months of completion of the residence.

13. Garages, Outbuildings and Stables: Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance. Outbuildings built on site shall be made of new materials consisting of wood, brick or vinyl with a new shingle roof. These buildings shall be erected in a professional and workmanlike manner and constructed on a concrete slab or wooded floor. Outbuildings set on piers must be underpinned with cemented stone or brick. Stable area for horses shall be built of new materials and may have a dirt floor. All prefabricated buildings constructed on wooded skid supports need not be underpinned. Any prefabricated storage buildings shall be new unless approved by Developer in writing prior to placement.

14. Illegal or Offensive Activities: No noxious, offensive or illegal trade or activity shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.

15. Driveways: Any driveway constructed in, on or upon a lot must have an asphalt, concrete, or stone, and must be completed prior to the occupancy of the dwelling to be located thereon. Prior to the commencement of the construction, a temporary gravel or stone driveway must be installed, employing reinforced concrete piping of a size and diameter approved by the NC Department of Transportation. Such temporary drive must be maintained throughout the construction period so as to prevent mud and debris from being tracked into the subdivision streets. In the event such mud or debris is tracked into the street system, it is the lot owner's sole responsibility to remove it within twenty-four (24) hours of its occurrence.

16. Subdivision Sign on Lot #3: The owner of Lot #3 will be responsible for mowing and trimming of shrubbery around the stone monument saying "CANE POINTE" and identified as an easement on the recorded map. The Owner of this lot is not responsible for the maintenance of the sign and replacement or maintenance of the sign is the responsibility of all property owners of Cane Pointe.

17. Enforcement: If any owner of the property, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or the restrictions herein, it shall be lawful for any person owning property subject to these restrictions to prosecute any action at law or in equity against the person or persons violating, or attempting to violate such restrictions, and either to prevent him or them from doing so or to recover damages for such violations. Any lot owner or any group of lot owners may prosecute anyone for any violations of any of the restrictive covenants, however, it shall not be the responsibility of the Developer, although if he is a lot owner, he has the right, but not the obligations to take action against anyone in violation.

18. Covenant Severalty: Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way effect any of the provisions which shall remain in full force and effect.

19. Rights-of-Way Easements and Other Matters: Each lot conveyed in this subdivision is conveyed subject to all rights of way, easements, restrictions, and all matters of record in Union County Public Registry, which may affect the subject property.

Utility Companies have the right to cut and remove trees as needed, including a 10 ft easement along each property line for installation and maintaining power to residences.

Within all road right of way, no brick mail boxes, or other type structure or plants are allowed that is not approved by the North Carolina Department of Transportation.

20. Amendments: These Restrictions will remain in effect for 25 years from the recorded date, at which time they will terminate. These Restrictions can be amended at any time if the majority of the lot owners may meet, and by a duly executed written instrument, may amend this Declaration of Restrictions by recording said written instrument executed by persons or firms owning a majority of the above described property. Each lot shall be entitled to one (1) vote.

21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer of this subdivision other than the property to which these restrictive covenants specially apply.

22. "Declarant" and "Developer" shall be defined as the same and shall be Primestar Properties, Inc. or as anyone or any entity to whom it may assign this function to act under these Declarations. This is the 26 day of November, 2002.

BK 1987 PG 855

In testimony whereof, Primestar Properties, Inc. have caused this instrument to be executed as required by law, the date and year above written.

PRIMESTAR PROPERTIES, INC.

By: *[Signature]* (Seal)
Name: Ronald R. Locatis
Title: President

North Carolina
Rowan County

I, Wilma M Moore, a Notary Public in and for said County and State, do hereby certify that
Ronald R Locatis personally appeared before me this date and acknowledged that he is President of
Primestar Properties, 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 stamp, this 26th day of November, 2002.

My commission expires April 5, 2005.

Wilma M Moore
Notary Public



NORTH CAROLINA-UNION COUNTY
The foregoing certificate is of

Wilma M Moore

Notary Public

My commission expires

to be earned.

JUDY G. WICK, REGISTRAR OF DEEDS
BY *Judy G. Wick*

PK 2053 PG 666

12/31/02

STATE OF NORTH CAROLINA
UNION COUNTY

Filed for record
Date 12-31-2003
Time 3:30 o'clock PM
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

FIRST AMENDMENT TO THE

05046

NON STANDARD FORM

DECLARATION OF RESTRICTIONS
CANE POINTE
SUBDIVISION

Whereas, Primestar Properties, Inc., hereinafter call the "Developer", is the owner of all the property in that certain subdivision known as "Cane Pointe" as shown on maps thereof that was recorded in CAB H 224 Map 1, CAB H 225 Map 2, CAB H 266 Map 3, CAB H 267 Map 4, CAB H 280 Map 5, in the office of the Register of Deeds for Union County, North Carolina. This being a portion of property recorded in Book 1853, Page 697 on June 27, 2002, in the Union County Register of Deeds and whose Restrictions were recorded in Deed Book 1987, Page 853 on November 26, 2002 in the Office of the Register of Deeds for Union County, North Carolina.

Whereas, the Developer desires to impose certain restrictions upon the lots in said subdivision as hereinafter set forth.

1. Land Use: No lot shall be used except for single-family residential purposes. No manufactured homes are permitted on any lot, temporary or permanently. On lots of 5 acres or less only one (1) detached, single-family dwelling will be allowed. Lots greater than 5 acres can be subdivided only once of not less than 2 acres per parcel if permitted by Union County. The Restrictions of Cane Pointe will apply to the re-subdivided parcels. A guesthouse is permitted on lots greater than 4 acres, but cannot be sold separately from the original tract. Only new construction shall be permitted on any lot.
2. Dwelling Character and Size: All residences constructed on a lot shall be built on site and shall contain not less than one thousand eight hundred (1800) square feet of fully enclosed heated floor area for living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). A two-story dwelling shall contain not less than two thousand (2000) square feet of fully enclosed heated floor area with at least one thousand (1000) square feet of heated floor space on first floor. Guesthouses must be at least 700 square feet heated area.
3. Building Location: No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback line as set forth on the recorded map with the following exceptions.

An owner of a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single lot.
4. Porta-Jon: During construction of the residence, a Porta-jon shall be placed on the property.
5. Prohibited Structures: No manufactured, mobile home, trailer, tent, garage or outbuilding shall be used as a temporary or permanent residence. A self-contained camper can be used as a residence on a temporary basis during the construction of the main residence, if permitted by Union County, but not to exceed twelve (12) months.
6. Workmanship/Time for Completion: All dwellings and permitted structures erected or placed on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good workmanlike manner and shall be completed within twelve (12) months after same has commenced.
7. Building Materials: The exterior of any residence, building and/or other structure built on site shall be constructed of new materials being of brick, wood siding, treated logs, vinyl, stone, stucco, or combinations thereof. Any other materials, and/or deviations wherefrom, must be approved by the Developer in writing.
8. Destruction of Improvements: Any dwelling or improvements on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a lightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such lot longer that three (3) months.
9. Vehicles, Recreational Equipment and Parking: All motor vehicles of any type kept on any lot shall have current registration and inspection certificates or else be housed in an enclosed garage. All recreational vehicles, and boats must be stored behind main residence. Semi- tractor and trailer trucks and school buses shall not be parked or kept on any lot.
10. Signage: No sign (excluding typical "For Sale" and builder identification sign or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any lot; provided, however, that construction identification signs showing the lot number and name of builder may be exhibited upon the lot during the period of construction.
11. Animals, Livestock and Poultry: Only dogs, cats or other household pets and horses shall be permitted. These pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided, further, that

BK 2053 PG 668

In testimony whereof, Primestar Properties, Inc. have caused this instrument to be executed as required by law, the date and year above written.

PRIMESTAR PROPERTIES, INC.

By: *Ronald R. Locatis* (Seal)
Name: Ronald R. Locatis
Title: President

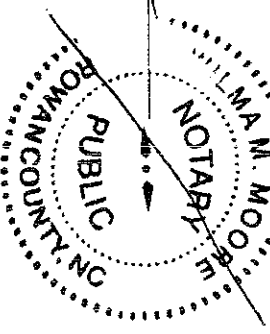
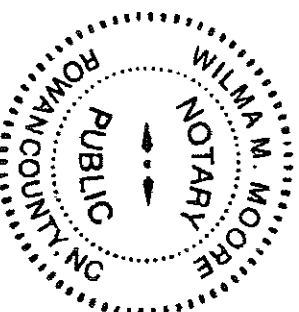
**North Carolina
Rowan County**

I, Wilma M. Moore, a Notary Public in and for said County and State, do hereby certify that Ronald R. Locatis, personally appeared before me this date and acknowledged that he is President of Primestar Properties, 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 stamp, this 17th day of JANUARY, 2003.

My commission expires April 5, 2005.

Wilma M. Moore
Notary Public



NORTH CAROLINA-UNION COUNTY
The foregoing certificate of
Wilma M. Moore

Notary (per) Public
I am certified

to be correct.

JUDY G. PRICE, REGISTER OF DEEDS
BY *W. M. Moore* ASST. CLERK

BK 3029 PG 766

STATE OF NORTH CAROLINA
UNION COUNTYFIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
CANE POINTE
SUBDIVISION

16915

Filed for record
Date 4-15-2003
Time 9:10 o'clock A. m
JUDY G. PRICE, Register of Deeds
Union County, Morris, North Carolina

Whereas, Primestar Properties, Inc., hereinafter call the "Developer", is the owner of all the property in that certain subdivision known as "Cane Pointe" as shown on maps thereof that was recorded in CAB H 224 Map 1, CAB H 225 Map 2, CAB H 266 Map 3, CAB H 267 Map 4, CAB H 280 Map 5, in the office of the Register of Deeds for Union County, North Carolina. This being a portion of property recorded in Book 1853, Page 697 on June 27, 2002, in the Union County Register of Deeds and whose Restrictions were recorded in Deed Book 1987, Page 853 on November 26, 2002 in the Office of the Register of Deeds for Union County, North Carolina.

Whereas, the Developer desires to impose certain restrictions upon the lots in said subdivision as hereinafter set forth.

1. Land Use: No lot shall be used except for single-family residential purposes. No manufactured homes are permitted on any lot, temporary or permanently. On lots of 5 acres or less only one (1) detached, single-family dwelling will be allowed. Lots greater than 5 acres can be subdivided only once of not less than 2 acres per parcel if permitted by Union County. The Restrictions of Cane Pointe will apply to the re-subdivided parcels. A guesthouse is permitted on lots greater than 4 acres, but cannot be sold separately from the original tract. Only new construction shall be permitted on any lot.
2. Dwelling Character and Size: All residences constructed on a lot shall be built on site and shall contain not less than one thousand eight hundred (1800) square feet of fully enclosed heated floor area for living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). A two-story dwelling shall contain not less than two thousand (2000) square feet of fully enclosed heated floor area with at least one thousand (1000) square feet of heated floor space on first floor. Guesthouses must be at least 700 square feet heated area.
3. Building Location: No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback line as set forth on the recorded map with the following exceptions.
An owner of a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single lot.

4. Porta-Jon: During construction of the residence, a Porta-jon shall be placed on the property.
5. Prohibited Structures: No manufactured, mobile home, trailer, tent, garage or outbuilding shall be used as a temporary or permanent residence. A self-contained camper can be used as a residence on a temporary basis during the construction of the main residence, if permitted by Union County, but not to exceed twelve (12) months.
6. Workmanship/Time for Completion: All dwellings and permitted structures erected or placed on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good workmanlike manner and shall be completed within twelve (12) months after same has commenced.
7. Building Materials: The exterior of any residence, building and/or other structure built on site shall be constructed of new materials being of brick, wood siding, treated logs, vinyl, stone, stucco, or combinations thereof. Any other materials, and/or deviations wherefrom, must be approved by the Developer in writing.
8. Destruction of Improvements: Any dwelling or improvements on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a lightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such lot longer that three (3) months.
9. Vehicles, Recreational Equipment and Parking: All motor vehicles of any type kept on any lot shall have current registration and inspection certificates or else be housed in an enclosed garage. All recreational vehicles, and boats must be stored behind main residence. Semi- tractor and trailer trucks and school buses shall not be parked or kept on any lot.
10. Signage: No sign (excluding typical "For Sale" and builder identification sign or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any lot; provided, however, that construction identification signs showing the lot number and name of builder may be exhibited upon the lot during the period of construction.

11. Animals, Livestock and Poultry: Only dogs, cats or other household pets and horses shall be permitted. These pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided, further, that

mail to: Primestar Properties, Inc.
1709 S. Main St.
Kannapolis, NC 28081

such pets do not constitute a danger or nuisance to other lot owners or to the neighborhood in general. Horses are permitted on lots greater than 4 acres. One (1) horse is permitted on one (1) acre of pastureland. Horses shall be quartered behind the main residence.

12. Fencing/Landscaping: Privacy fences must be left natural or stained to effect a weathered-wood look and employ four (4) inch (4"X4") treated wood posts with all pickets facing the outside boundary of the lot. All privacy fences must be kept behind the front of the main residence. No painted fences are permitted. White vinyl fencing and chain link fencing is permitted. Barbed wire fences are permitted behind the main residence if constructed with metal or treated fence posts.

Each lot that is improved by the construction of a dwelling thereon shall be landscaped to the extent of that portion of the lot lying to the front, each side, and rear of the dwelling that has been disturbed by construction. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within six (6) months of completion of the residence.

13. Garages, Outbuildings and Stables: Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance. Outbuildings built on site shall be made of new materials consisting of wood, brick or vinyl with a new shingle roof. These buildings shall be erected in a professional and workmanlike manner and constructed on a concrete slab or wooded floor. Outbuildings set on piers must be underpinned with cemented stone or brick. Stable area for horses shall be built of new materials and may have a dirt floor. All prefabricated buildings constructed on wooded skid supports need not be underpinned. Any prefabricated storage buildings shall be new unless approved by Developer in writing prior to placement.

14. Illegal or Offensive Activities: No noxious, offensive or illegal trade or activity shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.

15. Driveways: Any driveway constructed in, on or upon a lot must have an asphalt, concrete, or stone, and must be completed prior to the occupancy of the dwelling to be located thereon. Prior to the commencement of the construction, a temporary gravel or stone driveway must be installed, employing reinforced concrete piping of a size and diameter approved by the NC Department of Transportation. Such temporary drive must be maintained throughout the construction period so as to prevent mud and debris from being tracked into the subdivision streets. In the event such mud or debris is tracked into the street system, it is the lot owner's sole responsibility to remove it within twenty-four (24) hours of its occurrence.

16. Subdivision Sign on Lot #3: The owner of Lot #3 will be responsible for mowing and trimming of shrubbery around the stone monument saying "CANE POINTE" and identified as an easement on the recorded map. The Owner of this lot is not responsible for the maintenance of the sign and replacement or maintenance of the sign is the responsibility of all property owners of Cane Pointe.

17. Enforcement: If any owner of the property, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or the restrictions herein, it shall be lawful for any person owning property subject to these restrictions to prosecute any action at law or in equity against the person or persons violating, or attempting to violate such restrictions, and either to prevent him or them from doing so or to recover damages for such violations. Any lot owner or any group of lot owners may prosecute anyone for any violations of any of the restrictive covenants, however, it shall not be the responsibility of the Developer, although if he is a lot owner, he has the right, but not the obligations to take action against anyone in violation.

18. Covenant Severalty: Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way effect any of the provisions which shall remain in full force and effect.

19. Rights-of-Way Easements and Other Matters: Each lot conveyed in this subdivision is conveyed subject to all rights of way, easements, restrictions, and all matters of record in Union County Public Registry, which may affect the subject property.

Utility Companies have the right to cut and remove trees as needed, including a 10 ft easement along each property line for installation and maintaining power to residences.

Within all road right of way, no brick mail boxes, or other type structure or plants are allowed that is not approved by the North Carolina Department of Transportation.

20. Amendments: These Restrictions will remain in effect for 25 years from the recorded date, at which time they will terminate. These Restrictions can be amended at any time if the majority of the lot owners may meet, and by a duly executed written instrument, may amend this Declaration of Restrictions by recording said written instrument executed by persons or firms owning a majority of the above described property. Each lot shall be entitled to one (1) vote.

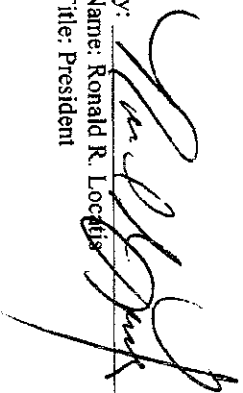
21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer of this subdivision other than the property to which these restrictive covenants specially apply.

22. "Declarant" and "Developer" shall be defined as the same and shall be Primestar Properties, Inc. or as anyone or any entity to whom it may assign this function to act under these Declarations. This is the 31ST day of DECEMBER, 2002.

BK3029PG768

In testimony whereof, Primestar Properties, Inc. have caused this instrument to be executed as required by law, the date and year above written.

PRIMESTAR PROPERTIES, INC.

By:  (Seal)
Name: Ronald R. Locatis
Title: President

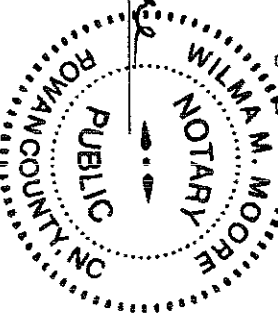
**North Carolina
Rowan County**

I, Wilma M. Moore, a Notary Public in and for said County and State, do hereby certify that Ronald R. Locatis, personally appeared before me this date and acknowledged that he is President of Primestar Properties, Inc., a North Carolina Corporation, and that he as President, being authorized to do so, executed the foregoing ~~entire~~ of the Corporation.

Witness my hand and official stamp, this 31ST day of DECEMBER 2002.

My commission expires April 5, 2005.

Wilma M. Moore
Notary Public



NORTH CAROLINA-UNION COUNTY

The foregoing certificate of

Wilma M. Moore

to be correct. Notary Public

JUDY S. PRICE, REGISTER OF DEEDS

BY: Wilma M. Moore

Notary Public

BK 3048 PG 711

Filed for record
Date 4-30-2003
Time 12:02 o'clock Pm
JOY A. FROE, Register of Deeds
Union County, Monroe, North Carolina

20009

STATE OF NORTH CAROLINA
UNION COUNTYSECOND AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
CANE POINTE
SUBDIVISION

mail to - Clinton Fobbs, Jr.,
P.O. Box 111
Kannapolis, NC
88062-0111

Whereas, Primestar Properties, Inc., hereinafter call the "Developer", is the owner of all the property in that certain subdivision known as "Cane Pointe" as shown on maps thereof that was recorded in CAB H 224 Map 1, CAB H 225 Map 2, CAB H 266 Map 3, CAB H 267 Map 4, CAB H 280 Map 5, CAB H 343 Map 6, in the office of the Register of Deeds for Union County, North Carolina. This being a portion of property recorded in Book 1853, Page 697 on June 27, 2002, in the Union County Register of Deeds and who's Restrictions were recorded in Deed Book 1987, Page 853 on November 26, 2002 in the Office of the Register of Deeds for Union County, North Carolina.

Whereas, the Developer desires to impose certain restrictions upon the lots in said subdivision as hereinafter set forth.

1. Land Use: No lot shall be used except for single-family residential purposes. No manufactured homes are permitted on any lot, temporary or permanently. On lots of 5 acres or less only one (1) detached, single-family dwelling will be allowed. Lots greater than 5 acres can be subdivided only once of not less than 2 acres per parcel if permitted by Union County. The Restrictions of Cane Pointe will apply to the re-subdivided parcels. A guesthouse is permitted on lots greater than 4 acres, but cannot be sold separately from the original tract. Only new construction shall be permitted on any lot.
2. Dwelling Character and Size: All residences constructed on a lot shall be built on site and shall contain not less than one thousand eight hundred (1800) square feet of fully enclosed heated floor area for living purposes (Exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). A two-story dwelling shall contain not less than two thousand (2000) square feet of fully enclosed heated floor area with at least one thousand (1000) square feet of heated floor space on first floor. Guesthouses must be at least 700 square feet heated area.
3. Building Location: No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback line as set forth on the recorded map with the following exceptions.
An owner of a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject Owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single lot.
4. Porta-Jon: During construction of the residence, a Porta-jon shall be placed on the property.
5. Prohibited Structures: No manufactured, mobile home, trailer, tent, garage or outbuilding shall be used as a temporary or permanent residence. A self-contained camper can be used as a residence on a temporary basis during the construction of the main residence, if permitted by Union County, but not to exceed twelve (12) months.
6. Workmanship/Time for Completion: All dwellings and permitted structures erected or placed on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good workmanlike manner and shall be completed within twelve (12) months after same has commenced.
7. Building Materials: The exterior of any residence, building and/or other structure built on site shall be constructed of new materials being of brick, wood siding, treated logs, vinyl, stone, stucco, or combinations thereof. Any other materials, and/or deviations wherefrom, must be approved by the Developer in writing.
8. Destruction of Improvements: Any dwelling or improvements on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a lightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such lot longer that three (3) months.
9. Vehicles, Recreational Equipment and Parking: All motor vehicles of any type kept on any lot shall have current registration and inspection certificates or else be housed in an enclosed garage. All recreational vehicles, and boats must be stored behind main residence. Semi- tractor and trailer trucks and school buses shall not be parked or kept on any lot.

BK 3048 PG 712

10. Signage: No sign (excluding typical "For Sale" and builder identification sign or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any lot; provided, however, that construction identification signs showing the lot number and name of builder may be exhibited upon the lot during the period of construction.
11. Animals, Livestock and Poultry: Only dogs, cats or other household pets and horses shall be permitted. These pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided, further, that such pets do not constitute a danger or nuisance to other lot owners or to the neighborhood in general. Horses are permitted on lots greater than 4 acres. One (1) horse is permitted on one (1) acre of pastureland. Horses shall be quartered behind the main residence.
12. Fencing/Landscaping: Privacy fences must be left natural or stained to effect a weathered-wood look and employ four (4) inch (4"x4") treated wood posts with all pickets facing the outside boundary of the lot. All privacy fences must be kept behind the front of the main residence. No painted fences are permitted. White vinyl fencing and chain link fencing is permitted. Barbed wire fences are permitted behind the main residence if constructed with metal or treated fence posts.

Each lot that is improved by the construction of a dwelling thereon shall be landscaped to the extent of that portion of the lot lying to the front, each side, and rear of the dwelling that has been disturbed by construction. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within six (6) months of completion of the residence.
13. Garages, Outbuildings and Stables: Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance. Outbuildings built on site shall be made of new materials consisting of wood, brick or vinyl with a new shingle roof. These buildings shall be erected in a professional and workmanlike manner and constructed on a concrete slab or wooded floor. Outbuildings set on piers must be underpinned with cemented stone or brick. Stable area for horses shall be built of new materials and may have a dirt floor. All prefabricated buildings constructed on wooded skid supports need not be underpinned. Any prefabricated storage buildings shall be new unless approved by Developer in writing prior to placement.
14. Illegal or Offensive Activities: No noxious, offensive or illegal trade or activity shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.
15. Driveways: Any driveway constructed in, on or upon a lot must have an asphalt, concrete, or stone, and must be completed prior to the occupancy of the dwelling to be located thereon. Prior to the commencement of the construction, a temporary gravel or stone driveway must be installed, employing reinforced concrete piping of a size and diameter approved by the NC Department of Transportation. Such temporary drive must be maintained throughout the construction period so as to prevent mud and debris from being tracked into the subdivision streets. In the event such mud or debris is tracked into the street system, it is the lot owner's sole responsibility to remove it within twenty-four (24) hours of its occurrence.
16. Subdivision Sign on Lot #3: The owner of Lot #3 will be responsible for mowing and trimming of shrubbery around the stone monument saying "CANE POINTE" and identified as an easement on the recorded map. The Owner of this lot is not responsible for the maintenance of the sign and replacement or maintenance of the sign is the responsibility of all property owners of Cane Pointe.
17. Enforcement: If any owner of the property, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or the restrictions herein, it shall be lawful for any person owning property subject to these restrictions to prosecute any action at law or in equity against the person or persons violating, or attempting to violate such restriction and either to prevent him or them from doing so or to recover damages for such violations. Any lot owner or any group of lot owners may prosecute anyone for any violations of any of the restrictive covenants, however, it shall not be the responsibility of the Developer, although if he is a lot owner, he has the right, but not the obligations to take action against anyone in violation.
18. Covenant Severalty: Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way effect any of the provisions, which shall remain in full force and effect.
19. Rights-of-Way Easements and Other Matters: Each lot conveyed in this subdivision is conveyed subject to all rights of way, easements, restrictions, and all matters of record in Union County Public Registry, which may affect the subject property.

BK 3048 PG 713

Utility Companies have the right to cut and remove trees as needed, including a 10 ft easement along each property line for installation and maintaining power to residences.

Within all road right of way, no brick mail boxes, or other type structure or plants are allowed that is not approved by the North Carolina Department of Transportation.


20. Amendments: These Restrictions will remain in effect for 25 years from the recorded date, at which time they will terminate. These Restrictions can be amended at any time if the majority of the lot owners may meet, and by a duly executed written instrument, may amend this Declaration of Restrictions by recording said written instrument executed by persons or firms owning a majority of the above described property. Each lot shall be entitled to one (1) vote.

21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer of this subdivision other than the property to which these restrictive covenants specially apply.

22. "Declarant" and "Developer" shall be defined as the same and shall be Primestar Properties, Inc. or as anyone or any entity to whom it may assign this function to act under these Declarations.
This is the 28th day of April, 2003.

In testimony whereof, Primestar Properties, Inc. have caused this instrument to be executed as required by law, the date and year above written.

PRIMESTAR PROPERTIES, INC.

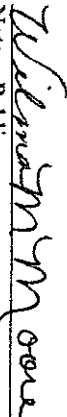
By:  (Seal)
Name: Ronald R. Locatis
Title: President

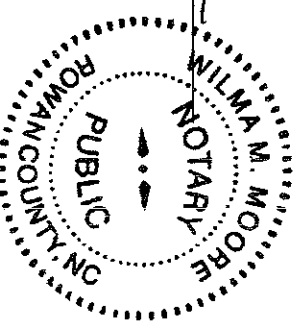
North Carolina
Rowan County

I, Wilma M. Moore, a Notary Public in and for said County and State, do hereby certify that Ronald R. Locatis, personally appeared before me this date and acknowledged that he is President of Primestar Properties, 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 stamp, this 28th day of April, 2003.

My commission expires April 5, 2005.


Notary Public



Notary Public for the State of North Carolina
Wilma M. Moore

My commission expires (month/year) (day) Public
Notary Public

to be correct.

JUDY G. PRICE, REGISTER OF DEEDS
BY: 
ASSISTANT

BK 3406 PG 278

ried for review
Date 4-13-2004
Time 9:10 o'clock A.M.
AUDY G. PRICE, Register of Deeds
Union County, North Carolina

14774

STATE OF NORTH CAROLINA
UNION COUNTYREVISED
DECLARATION OF RESTRICTIONS
CANE POINTE
SUBDIVISION
LOTS 1 - 16

Whereas, Primestar Properties, Inc., hereinafter call the "Developer", is the owner of all the property in that certain subdivision known as "Cane Pointe" as shown on maps thereof that was recorded in CAB H 224 Map 1, Lots 1 - 7, CAB H 225 Map 2, Lots 8 - 12, CAB H 266 Map 3, Lots 13, 14 & 16, CAB H 267 Map 4, Lot 15, in the office of the Register of Deeds for Union County, North Carolina. This being a portion of property recorded in Book 1853, Page 697 on June 27, 2002, in the Union County Register of Deeds and who's Restrictions were recorded in Deed Book 1987, Page 853 on November 26, 2002 in the Office of the Register of Deeds for Union County, North Carolina.

Whereas, the Developer desires to impose certain restrictions upon the lots in said subdivision as hereinafter set forth.

1. Land Use: No lot shall be used except for single-family residential purposes. No manufactured homes are permitted on any lot, temporary or permanently. On lots of 5 acres or less only one (1) detached, single-family dwelling will be allowed. Lots greater than 5 acres can be subdivided only once of not less than 2 acres per parcel if permitted by Union County. The Restrictions of Cane Pointe will apply to the re-subdivided parcels. A guesthouse is permitted on lots greater than 4 acres, but cannot be sold separately from the original tract. Only new construction shall be permitted on any lot.
2. Dwelling Character and Size: All residences constructed on a lot shall be built on site and shall contain not less than one thousand eight hundred (1800) square feet of fully enclosed heated floor area for living purposes (Exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). A two-story dwelling shall contain not less than two thousand (2000) square feet of fully enclosed heated floor area with at least one thousand (1000) square feet of heated floor space on first floor. Guesthouses must be at least 700 square feet heated area.
3. Building Location: No above-grade structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback line as set forth on the recorded map with the following exceptions.

An owner of a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject Owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictions as a single lot.
4. Porta-Jon: During construction of the residence, a Porta-jon shall be placed on the property.
5. Prohibited Structures: No manufactured, mobile home, trailer, tent, garage or outbuilding shall be used as a temporary or permanent residence. A self-contained camper can be used as a residence on a temporary basis during the construction of the main residence, if permitted by Union County, but not to exceed twelve (12) months.
6. Workmanship/Time for Completion: All dwellings and permitted structures erected or placed on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good workmanlike manner and shall be completed within twelve (12) months after same has commenced.
7. Building Materials: The exterior of any residence, building and/or other structure built on site shall be constructed of new materials being of brick, wood siding, treated logs, vinyl, stone, stucco, or combinations thereof. Any other materials, and/or deviations wherefrom, must be approved by the Developer in writing.

8. Destruction of Improvements: Any dwelling or improvements on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such lot longer than three (3) months.
9. Vehicles, Recreational Equipment and Parking: All motor vehicles of any type kept on any lot shall have current registration and inspection certificates or else be housed in an enclosed garage. All recreational vehicles, and boats must be stored behind main residence. Semi- tractor and trailer trucks and school buses shall not be parked or kept on any lot.
10. Signage: No sign (excluding typical "For Sale" and builder identification sign or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any lot; provided, however, that construction identification signs showing the lot number and name of builder may be exhibited upon the lot during the period of construction.
11. Animals, Livestock and Poultry: Only dogs, cats or other household pets and horses shall be permitted. These pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided, further, that such pets do not constitute a danger or nuisance to other lot owners or to the neighborhood in general. Horses are permitted on lots greater than 4 acres. One (1) horse is permitted on one (1) acre of pastureland. Horses shall be quartered behind the main residence.
12. Fencing/Landscaping: Privacy fences must be left natural or stained to effect a weathered-wood look and employ four (4) inch (4"x4") treated wood posts with all pickets facing the outside boundary of the lot. All privacy fences must be kept behind the front of the main residence. No painted fences are permitted. White vinyl fencing and chain link fencing is permitted. Barbed wire fences are permitted behind the main residence if constructed with metal or treated fence posts.

Each lot that is improved by the construction of a dwelling thereon shall be landscaped to the extent of that portion of the lot lying to the front, each side, and rear of the dwelling that has been disturbed by construction. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within six (6) months of completion of the residence.
13. Garages, Outbuildings and Stables: Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance. Outbuildings built on site shall be made of new materials consisting of wood, brick or vinyl with a new shingle roof. These buildings shall be erected in a professional and workmanlike manner and constructed on a concrete slab or wooded floor. Outbuildings set on piers must be underpinned with cemented stone or brick. Stable area for horses shall be built of new materials and may have a dirt floor. All prefabricated buildings constructed on wooded skid supports need not be underpinned. Any prefabricated storage buildings shall be new unless approved by Developer in writing prior to placement.
14. Illegal or Offensive Activities: No noxious, offensive or illegal trade or activity shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.
15. Driveways: Any driveway constructed in, on or upon a lot must be of asphalt, concrete, or stone, and must be completed prior to the occupancy of the dwelling to be located thereon. Prior to the commencement of the construction, a temporary gravel or stone driveway must be installed, employing reinforced concrete piping of a size and diameter approved by the NC Department of Transportation. Such temporary drive must be maintained throughout the construction period so as to prevent mud and debris from being tracked into the subdivision streets. In the event such mud or debris is tracked into the street system, it is the lot owner's sole responsibility to remove it within twenty-four (24) hours of its occurrence.
16. Subdivision Sign on Lot #3: The owner of Lot #3 will be responsible for mowing and trimming of shrubbery around the stone monument saying "CANE POINTE" and identified as an easement on the recorded map. The Owner of this lot is not responsible for the maintenance of the sign and replacement or maintenance of the sign is the responsibility of all property owners of Cane Pointe.
17. Enforcement: If any owner of the property, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or the restrictions herein, it shall be lawful for any person owning property subject to these restrictions to prosecute any action at law or in equity against the person or persons violating, or attempting to violate such restrictions, and either to prevent him or them from doing so or to

BK 3406 PG 280

NORTH CAROLINA-UNION COUNTY
The foregoing certificate(s) ofWilma M. Moore

(Notary) (Not) Public

to be correct.

Not certified

JUDY PRICE, REGISTER OF DEEDS

BY Margaret Goffe

ASSISTANT

recover damages for such violations. Any lot owner or any group of lot owners may prosecute anyone for any violations of any of the restrictive covenants, however, it shall not be the responsibility of the Developer, although if he is a lot owner, he has the right, but not the obligations to take action against anyone in violation.

18. Covenant Severalty: Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way effect any of the provisions, which shall remain in full force and effect.

19. Rights-of-Way Easements and Other Matters: Each lot conveyed in this subdivision is conveyed subject to all rights of way, easements, restrictions, and all matters of record in Union County Public Registry, which may affect the subject property.

Utility Companies have the right to cut and remove trees as needed, including a 10 ft easement along each Property line for installation and maintaining power to residences.

Within all road right of way, no brick mail boxes, or other type structure or plants are allowed that is not approved by the North Carolina Department of Transportation.

20. Amendments: These Restrictions will remain in effect for 25 years from the recorded date, at which time they will terminate. These Restrictions can be amended at any time if the majority of the lot owners may meet, and by a duly executed written instrument, may amend this Declaration of Restrictions by recording said written instrument executed by persons or firms owning a majority of the above described property. Each lot shall be entitled to one (1) vote.

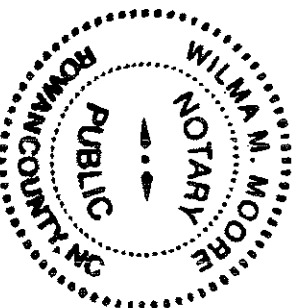
21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer of this subdivision other than the property to which these restrictive covenants specially apply.

22. "Declarant" and "Developer" shall be defined as the same and shall be Primestar Properties, Inc. or as anyone or any entity to whom it may assign this function to act under these Declarations.

This is the 9th day of April, 2004.

In testimony whereof, Primestar Properties, Inc. have caused this instrument to be executed as required by law, the date and year above written.

North Carolina
Rowan County



PRIMESTAR PROPERTIES, INC.

By: [Signature] (Seal)
Name: Ronald R. Locatis
Title: President

I, Wilma M. Moore, a Notary Public in and for said County and State, do hereby certify that Ronald R. Locatis, personally appeared before me this date and acknowledged that he is President of Primestar Properties, 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 stamp, this 9th day of April, 2004.

My commission expires April 5, 2005.

Wilma M. Moore
Notary Public