

RECORDED
and
VERIFIED
*BSP**See Amendment
Book 325 Page 609 BCB*

BOOK 324 PAGE 716

*Referenced
Map on
Plat
for*STATE OF NORTH CAROLINA)
COUNTY OF UNION)RESTRICTIVE COVENANTS

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of a certain tract of land known as Deerfield Plantation located in Union County, North Carolina, as shown on a plat thereof recorded in Plat Cabinet A, File No. 180-A, in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc., the owner of all the tracts shown on said plat, now desires for the use of itself, its successors and assigns and future grantees to place and impose certain protective covenants and restrictions upon the following tracts shown upon said plat; Tracts 1 through 9, 38, 39, and 63 through 69 inclusive, being all of Phase I of Deerfield Plantation;

NOW, THEREFORE, in consideration of the premises, Deerfield Plantation, Inc., for itself, its successors and assigns, and future grantees, does hereby place and impose upon all of the said Tracts 1 through 9, 38, 39, and 63 through 69 inclusive, being all of Phase I of Deerfield Plantation, the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than: (a) one detached single-family dwelling, not to exceed two and one-half stories in height; (b) a private garage; (c) any accessory structure customarily incidental to carrying on gardening, property maintenance, and mini-farming activities upon said property, and (d) barns and other structures. Any single-family dwelling construction upon a lot shall contain a living area of a minimum of one thousand, eight hundred (1,800) square feet, exclusive of porches, stoops, terraces, garages and carports. All dwellings must be newly constructed upon said property (no house from any other location nor any portion of a former house shall be moved upon any tract for purposes of erecting a house thereon). No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within

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one year subsequent to commencement of construction, except with the written consent of Deerfield Plantation, Inc., which written consent Deerfield Plantation, Inc. agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the new owner of said tract.

2. No noxious or offensive trade or activity shall be carried on upon any tract. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any tract outside an enclosed structure, except that this shall not prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or other similar garbage and trash removal service units, and except for such fallen and cut trees as may be on the property as of the date hereof.

3. No tract shall be used at any time as a mobile home park or trailer park.

4. No structure of a temporary nature shall be placed, erected, or allowed to remain on any tract, and no trailer, shack, tent, garage, barn, mobile home, double-wide mobile home, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of a residence dwelling thereon.

5. No building or residence shall be erected, placed, altered or permitted to remain on any tract within one hundred fifty (150) feet of the right-of-way of the private road to which said tract fronts; provided, however, that on Tracts 67, 68 and 69, no building shall be erected, placed, altered or permitted to remain within one hundred (100) feet of the right-of-way of the private road.

6. No building or residence shall be erected, placed, or shall be permitted to remain on any tract within thirty (30) feet of any side or rear tract lines. The terms "side" and "rear" lines shall mean any tract boundary line which does not adjoin any road right-of-way.

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7. No tract may be further divided into two or more smaller tracts of land.

8. A ten (10) foot easement for the installation and maintenance of utilities is reserved along all property lines, including the right to keep said property facilities free and clear of all obstructions.

9. Tracts 1 through 9, 38, 39, and 63 through 69 inclusive are serviced by private roads as a means of ingress and egress to and from North Carolina Highway 16. The obligations established below for ownership of said tracts shall relate solely to those private roads set forth on that plat of Deerfield Plantation recorded in Plat Cabinet A, File No. 180-A, and shall not relate to any private road established previously or in the future with regard to any other phase of Deerfield Plantation. The obligations and conditions imposed herein on the ownership of Tracts 1 through 9, 38, 39 and 63 through 69 inclusive, as well as any remedies for noncompliance herewith, are as follows:

(a) That the obligation for the repair and maintenance of said private road shall be the sole responsibility of the ownerships of said tracts. As additional consideration for the conveyance of any or all of said tracts by Deerfield Plantation, Inc., the cost of maintenance and repair of said private roads shall be borne by the ownership of Tracts 1 through 9, 38, 39, and 63 through 69 inclusive; the ownership of each tract being responsible for 1/18 of said cost of maintenance and repair.

(b) In the event that the ownership of any tract fails and refuses to pay his share of said cost of said repairs and maintenance as set forth above, the remaining owners, subject to the provisions of paragraph 9(c) may enforce collection of such unpaid costs by the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid charges may be a charge against the property.

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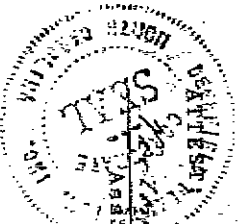
(c) It is understood and agreed that the judgment as to whether or not said private roads are in need of maintenance and repair and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs shall require an affirmative vote of a majority of the ownership of said tracts using the fractions set forth in 9(a) above.

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. In the event of the unintentional violation of any of the foregoing building line restrictions set forth herein, Deerfield Plantation, Inc., its successors and assigns, reserves the right by and with the mutual written consent of the owner or owners for the time being of such tract to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed fifteen percent (15%) of the marginal requirements of such building restrictions.

12. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until June 1, 2009, at which time they shall be automatically extended for successive periods of ten (10) years, unless by the vote of a majority of interest of the then owners of the above-described property it is agreed to change, amend or revoke the restrictions in whole or in part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this instrument to be executed by their duly authorized officers as of the day and year first above written.



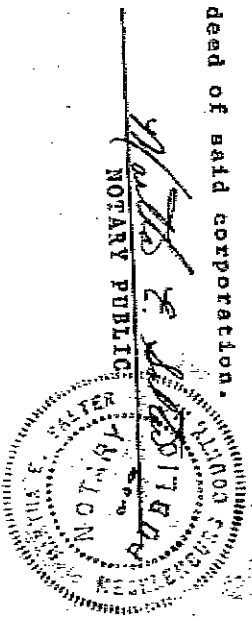
C. J. [illegible]
Assistant Secretary

DEERFIELD PLANTATION, INC.
By [Signature] June 26, 1999
Vice President

BOOK 324 PAGE 720

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 26 day of June, 1979, personally came before me Alex T. Rora, who, being by me duly sworn, says that he is the Vice President of Deerfield Plantation, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



My commission expires: 8-15-83

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Walter E. Shetter, N.P. is certified to be correct. This instrument was presented for registration and recorded in this office in Book 324 at Page 716.

This the 27 day of June, 1979, at 11:10 o'clock, A.M.

REGISTER OF DEEDS FOR UNION COUNTY, N. C.
By James V. Shetter
Dputy

Drawn By: Stan Kornfeld
Mail To: Alex Rora
1740 E. Independence Blvd.
Charlotte, NC 28205

PAGE 5

RECORDED
and
VERIFIED

0.19

BOOK 336 PAGE 190

STATE OF NORTH CAROLINA)
COUNTY OF UNION)RESTRICTIVE COVENANTS*Robert*

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of a certain tract of land known as Deerfield Plantation located in Union County, North Carolina, as shown on a plat thereof recorded in Plat Cabinet B _____, File No. 5A _____, in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc., the owner of all the tracts shown on said plat, now desires for the use of itself, its successors and assigns and future grantees to place and impose certain protective covenants and restrictions upon the following tracts shown upon said plat: Tracts 10 through 37 and 40 through 46, inclusive, being all of Phase III of Deerfield Plantation;

NOW, THEREFORE, in consideration of the premises, Deerfield Plantation, Inc., for itself, its successors and assigns, and future grantees, does hereby place and impose upon all of the said tracts 10 through 37 and 40 through 46 inclusive, being all of Phase III of Deerfield Plantation, the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than: (a) one detached single-family dwelling, not to exceed two and one-half stories in height; (b) a private garage; (c) any accessory structure customarily incidental to carrying on gardening, property maintenance, and mini-farming activities upon said property; and (d) barns and other structures. Any single-family dwelling constructed upon a lot shall contain a living area of a minimum of one thousand eight hundred (1,800) square feet, exclusive of porches, stoops, terraces, garages and carports. All dwellings must be newly constructed upon said property (no house from any other location nor any portion of a former house shall be moved upon any tract for purposes of erecting a house thereon). No structure placed on any tract shall have an exterior of either block or cement block.

Drawn by: Deerfield Plantation, Inc.
1740 E. Independence Blvd.
Charlotte, North Carolina 28205

*See Amendment
B/C 10/12 P. 573*

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Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Deerfield Plantation, Inc., which written consent Deerfield Plantation, Inc. agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the new owner of said tract.

2. No noxious or offensive trade or activity shall be carried on upon any tract. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any tract outside an enclosed structure, except that this shall not prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or other similar garbage and trash removal service units, and except for such fallen and cut trees as may be on the property as of the date hereof.

3. No tract shall be used at any time as a mobile home park or trailer park.

4. No structure of a temporary nature shall be placed, erected or allowed to remain on any tract, and no trailer, shack, tent, garage, barn, mobile home, double-wide mobile home, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of a residence dwelling thereon.

5. No building or residence shall be erected, placed, altered or permitted to remain on any tract within one hundred fifty (150) feet of the right-of-way of the private road to which said tract fronts, nor with regard to corner lots within fifty (50) feet of the right-of-way of the private road to which said tract does not front and further provided, with respect to tracts 13 and 14, no building or residence shall be erected, placed, altered, or permitted to remain on any tract within fifty (50) feet of the right-of-way of the private road to which said tract fronts.

6. No building or residence shall be erected, placed, or shall be permitted to remain on any tract within thirty (30) feet of any side or rear tract lines. The terms "side" and "rear" lines shall mean any tract boundary line which does not adjoin any road right-of-way.

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said tracts by Deerfield Plantation, Inc., the cost of maintenance and repair of said private roads shall be borne by the ownership of tracts 10 through 37 and 40 through 46 inclusive; the ownership of each tract being responsible for 1/35 of said cost of maintenance and repair.

(b) In the event that the ownership of any tract fails and refuses to pay his share of said cost of said repairs and maintenance as set forth above, the remaining owners, subject to the provisions of paragraph 9(c) may enforce collection of such unpaid costs by the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid charges may be a charge against the property.

(c) It is understood and agreed that the judgment as to what expenditures, if any, shall be made for said maintenance and repairs shall require an affirmative vote of a majority of the ownership of said tracts using the fractions set forth in 9(a) above.

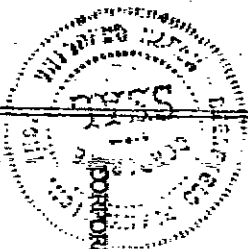
10. Invalidatíon of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. In the event of the unintentional violation of any of the foregoing building line restrictions set forth herein, Deerfield Plantation, Inc., its successors and assigns, reserves the right by and with the mutual written consent of the owner or owners for the time being of such tract to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed fifteen percent (15%) of the marginal requirements of such building restrictions.

12. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until June 1, 2010, at which time they shall be automatically extended for successive periods of ten (10) years, unless by the vote of a majority of interest of the then owners of the above-described property it is agreed to change, amend or revoke the restrictions in whole or in part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this instrument to be executed by their duly

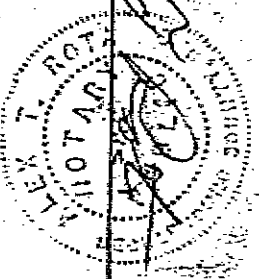
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Authorized officers this 13 day of May 1980.

DEERFIELD PLANTATION, INC.

BY: William B. Lick
PresidentWatts & Allen
Assistant SecretarySTATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 13 day of May, 1980, personally came before me William G. Allen, Jr., who being by me duly sworn says that he is the President of Deerfield Plantation, Inc., and the seal affixed to the foregoing instrument in writing is the corporate seal of the company and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

W. G. Allen, Jr.
Notary Public

My Commission Expires:

April 8, 1984

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STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Alvin J. Rite
of H.P. of Middleburg County, N.C. is certified to be
correct. This instrument was presented for registration and recorded in
this office in Book 336 at Page 190.

This the 23rd day of May, 1980, at 2:50 O'clock, P.M.

REGISTER OF DEEDS FOR UNION COUNTY, N. C.

By: James J. Moore
Deputy

Mail to:
Performance Properties, Inc.
1740 E. Independence Boulevard
Charlotte, North Carolina 28205

BK 1012PG573

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 4-23-07
Time 1:50 o'clock P. M.
JODY G. PAUL, Register of Deeds
Union County, North Carolina
By William Griffith - Deputy
AMENDMENT TO RESTRICTIONS

LB.
JGP

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina has heretofore caused to be recorded Restrictive Covenants with regard to Tracts 10 through 37 and 40 through 46 inclusive being all of Phase 3 of Deerfield Plantation as shown on a plat thereof recorded in Plat Cabinet B, No. 5-A in the Union County Public Registry, said Restrictive Covenants being recorded in Book 336 at Page 190 in the Union County Public Registry; and

WHEREAS, the undersigned are the owners of all the lots in Phase III; and

WHEREAS, Lot No. 10 has been subdivided into Lots No. 10A and 10B as shown on plat recorded in Plat Cabinet B, File 295-A in the office of the Register of Deeds of Union County.

WHEREAS, the undersigned wishes to amend paragraph 5 of said restrictions in regards to the front setback requirement on Lot 10A which currently requires a 150 foot front setback from the right of way line to a 90 foot setback requirement.

021741

WHEREAS, the undersigned have joined in the execution of this Amendment to Restrictions Agreement in order to consent to amending paragraph 5 of said Restrictions.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Paragraph 5 of the Restrictions to Deerfield Plantation which are recorded in Book 336, at Page 190 in the Union County Public Registry is hereby amended to read as follows:

"5. No building or residence on Lot No. 10A shall be erected, placed, altered or permitted to remain on any tract within ninety (90) feet of the right of way of the private road to which said tract fronts. No building or residence shall be erected, placed, altered or permitted to remain on said tract within fifty (50) feet of the right of way of the private road to which said tract does not front."

mail to:
William Caldwell et al

Gene & Patricia Boswell Lot 10B

BK1012PG574

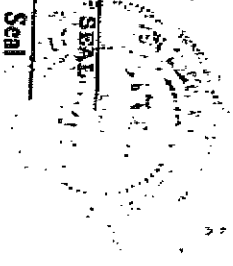
2. Said restrictions recorded in Book 336, at Page 190 in the Union County Public Registry, as specifically amended hereby, shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 31 day of March, 1997.

Owner of LOT NO. 10B

Gene R. Boswell (SEAL)

Patricia B. Boswell (SEAL)



NORTH CAROLINA, Yancey County.

I, a Notary Public of the County and State aforesaid, certify that Gene Boswell before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ___ day of ___, 1997.

My Commission Expires: 1-13-99

Paul S. Peck
NOTARY PUBLIC

NORTH CAROLINA, Yancey County.

I, a Notary Public of the County and State aforesaid, certify that Patricia Boswell before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31 day of March, 1997.

My Commission Expires: 1-13-99

Paul S. Peck
NOTARY PUBLIC

BOOK 326 PAGE 775

RECORDED
and
VERIFIED
CIT

[Signature]

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of a certain tract of land known as Deerfield Plantation, as shown on a plat thereof recorded in Plat Cabinet A, File No. 181-B, in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc. has filed Restrictive Covenants with regard to all of the tracts shown on said plat, which Restrictive Covenants are recorded in Book 325 at page 612 in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc. is now the owner of all of the tracts of land as shown on the plat referred to above; and

WHEREAS, it is desirable to amend said Restrictive Covenants as hereinafter provided;

NOW, THEREFORE, the undersigned, Deerfield Plantation, Inc., the owner of all the tracts as shown on the aforesaid plat, does hereby amend the Restrictions recorded in Book 325 at page 612 in the Union County Public Registry as follows:

Paragraph 7 of said Restrictive Covenants is hereby deleted, and a new paragraph 7 is substitute in lieu thereof to read as follows:

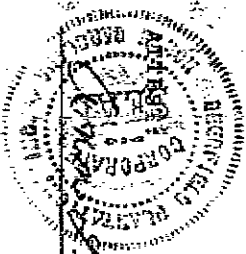
"7. No tract may be further divided into two (2) or more smaller tracts of land, provided, however, that Tracts 47, 56, 61 and 62 may be subdivided into smaller tracts, but only with the written consent of Deerfield Plantation, Inc., which consent shall not be unreasonably withheld, and further provided that no such subdivision shall result in tracts less than two (2) acres in size."

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-2-

The Restrictive Covenants recorded in Book 325 at page 612 in the Union County Public Registry shall remain in full force and effect in accordance with its original terms, except as specifically amended herein.

IN WITNESS WHEREOF, Deerfield Plantation, Inc. has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all in pursuance of authority duly given by its Board of Directors, this 16 day of August 1979.



Secretary

DEERFIELD PLANTATION, INC.

BY

President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 16 day of August 1979 personally came before me William G. Allen, Jr., who being by me duly sworn says that he is the President of Deerfield Plantation, Inc., and that he intended to affix to the foregoing instrument in writing is the corporate seal of the company and that said writing was signed and applied by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be true and deed of said corporation.

My commission expires: April 8, 1984

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Wm G. Allen, Jr.
a Notary Public of Mecklenburg County, North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 326 at page 775.

This the 21st day of August 1979 at 9:00 o'clockA. M.

MARY B. CARRIER
REGISTER OF DEEDS FOR UNION COUNTY, N.C.

Drawn by: Ervin, Kornfeld & MacNeill
Mail to: Deerfield Plantation, Inc.
1740 E. Independence Blvd.
Charlotte, N. C. 28205

By David J. MacNeill
Ervin

BOOK 325 PAGE 609

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina has heretofore caused to be recorded Restrictive Covenants with regard to Tracts 1 through 9, 38, 39 and 63 through 69 inclusive being all of Phase I of Deerfield Plantation as shown on a plat thereof recorded in Plat Cabinet A, No. 180-A in the Union County Public Registry, said Restrictive Covenants being recorded in Book 324 at Page 716 in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc., William Michael Whaley and wife Wanda R. Whaley, K. Kelly Hill and wife Karen Lee Hill and Richard T. Meek and wife Gladys L. Meek are all the owners of, or those having an interest in the property as shown on said plat recorded in Plat Cabinet A, File No. 180-A in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc. wishes to amend paragraph 5 of said restrictions aforesaid to provide that with respect to any corner lot, that no building or residence shall be erected, placed, altered or permitted to remain within fifty (50) feet of the right-of-way of the private road to which said tract does not front.

WHEREAS, the undersigned have joined in the execution of this Amendment to Restrictions Agreement in order to consent to amending paragraph 5 of said Restrictions.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

I. Paragraph 5 of the Restrictions to Deerfield Plantation which are recorded in Book 324 at Page 716 in the Union County Public Registry is hereby amended to read as follows:

"5. No building or residence shall be erected, placed, altered or permitted to remain on any tract within one hundred fifty (150) feet of the right-of-way of the private road to which said tract fronts; provided, however, that on tracts 67, 68 and 69, no building shall be erected, placed altered or permitted to remain within one hundred (100) feet of the right-of-way of the private road to which said tract fronts. No building or residence shall be erected, altered or permitted to remain on any tract within fifty (50) feet of the right-of-way of the private road to which said tract does not front."

Drawn By *Traci McCall* Mail To: *Deerfield Plantation, Inc.*
401 Court Ridge South 1700 E. Independence Blvd
901 E. Lakeside Ave Charlotte N.C. 28205
Charlotte N.C.

RECORDED
and
VERIFIED
APR 14 2007
BY [Signature]

BOOK 325 PAGE 611

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 23 day of July, 1979, personally came before me William C. Allen, Jr., who being by me duly sworn, says that he is the President of Deerfield Plantation, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Notary Public

My Commission Expires: April 5 1984STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned Notary Public of said county and state do hereby certify that William Michael Whaley and wife Wanda R. Whaley personally appeared before me this day and acknowledged due execution of the foregoing Amendment to Restrictions. In witness my hand and notorial seal this 20 day of July, 1979.

Notary Public

My Commission Expires: April 15 1984STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned Notary Public of said county and state do hereby certify that R. Kelly Hill and wife Karen Lee Hill personally appeared before me this day and acknowledged due execution of the foregoing Amendment to Restrictions. In witness my hand and notorial seal this 21 day of July, 1979.

Notary Public

My Commission Expires: April 14 1984STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned Notary Public of said county and state do hereby certify that Richard T. Meek and wife Gladys L. Meek personally appeared before me this day and acknowledged due execution of the foregoing Amendment to Restrictions. In witness my hand and notorial seal this 19 day of July, 1979.

Notary Public

My Commission Expires: 11-12-83

STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate (s) of Allen, Jr. and Brenda L. Whaley as Notary Public for the County of Mecklenburg, State of N.C.

is (are) certified to be correct. Filed for record this the 23 day of July, 1979 at 2:16 o'clock P.M. in Book 325 Page 609.

Mary B. Carricker-Register of Deeds

By James H. Pearson Deputy

RECORDED
and
INDEXEDRETURNED
MADE FOR

BOOK 325 PAGE 612

REFERENCE HEREBY
MADE TO: Book 443
Page 41STATE OF NORTH CAROLINA)
COUNTY OF UNION)RESTRICTIVE COVENANTS

WHEREAS, Deerfield Plantation, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of a certain tract of land known as Deerfield Plantation located in Union County, North Carolina, as shown on a plat thereof recorded in Plat Cabinet A, File No. 181-B, in the Union County Public Registry; and

WHEREAS, Deerfield Plantation, Inc., the owner of all the tracts shown on said plat, now desires for the use of itself, its successors and assigns and future grantees to place and impose certain protective covenants and restrictions upon the following tracts shown upon said plat: Tracts 47 through 62, both inclusive, being all of Phase II of Deerfield Plantation;

NOW, THEREFORE, in consideration of the premises, Deerfield Plantation, Inc., for itself, its successors and assigns, and future grantees, does hereby place and impose upon all of the said Tracts 47 through 62, inclusive, being all of Phase II of Deerfield Plantation, the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than: (a) one detached single-family dwelling, not to exceed two and one-half stories in height; (b) a private garage; (c) any accessory structure customarily incidental to carrying on gardening, property maintenance, and mini-farming activities upon said property, and (d) barns and other structures, any single-family dwelling construction upon a lot shall contain a living area of a minimum of one thousand eight hundred (1,800) square feet, exclusive of porches, stoops, terraces, garages and carports. All dwellings must be newly constructed upon said property (no house from any other location nor any portion of a former house shall be moved upon any tract for purposes of erecting a house thereon). No structure placed on any tract shall have an exterior of either

BOOK 325 PAGE 614

7. No tract may be further divided into two or more smaller tracts of land.

8. A ten (10) foot easement for the installation and maintenance of utilities is reserved along all property lines, including the right to keep said property facilities free and clear of all obstructions. There is also reserved, for a width of twenty (20) feet, along the southerly and easterly margins of Tract No. 50 and along the easterly margins of Tracts 49 and 48, a horse riding trail for the use in common of all owners in Deerfield Plantation subdivision, together with their invitees. The horse riding trail as set forth herein shall be used solely for horse riding.

9. Tracts 47 through 62, inclusive, are serviced by private roads as a means of ingress and egress to and from North Carolina Highway 16. The obligations established below for ownership of said tracts shall relate solely to those private roads set forth on that plat of Deerfield Plantation recorded in Plat Cabinet A, File No. 181-B, and shall not relate to any private road established previously or in the future with regard to any other phase of Deerfield Plantation. The obligations and conditions imposed herein on the ownership of 47 through 62, inclusive, as well as any remedies for noncompliance herewith, are as follows:

(a) That the obligation for the repair and maintenance of said private road shall be the sole responsibility of the ownership of said tracts. As additional consideration for the conveyance of any or all of said tracts by Deerfield Plantation, Inc., the cost of maintenance and repair of said private roads shall be borne by the ownership of Tracts 47 through 62, inclusive; the ownership of each tract being responsible for 1/16 of said cost of maintenance and repair.

(b) In the event that the ownership of any tract fails and refuses to pay his share of said cost of said repairs and maintenance as set forth above, the remaining owners, subject to the provisions of paragraph 9(c) may enforce collection of such unpaid

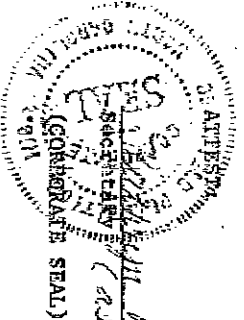
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2. Said restrictions recorded in Book 324 at Page 716 in the Union County Public Registry, as specifically amended hereby, shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, Deerfield Plantation, Inc. has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all in pursuance of authority duly given by resolution of the Board of Directors of the Corporation, this the 23 day of July, 1979.

DEERFIELD PLANTATION, INC.



BY: William H. Meek
President

William Michael Whaley (SEAL)
William Michael Whaley

Wanda R. Whaley (SEAL)
Wanda R. Whaley

R. Kelly Hill (SEAL)
R. Kelly Hill

Karen Lee Hill (SEAL)
Karen Lee Hill

Richard T. Meek (SEAL)
Richard T. Meek

Gladys L. Meek (SEAL)
Gladys L. Meek

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7. No tract may be further divided into two (2) or more smaller tracts without the written consent of Deerfield Plantation, Inc., and further provided that in the event permission is granted to further divide a given tract, that such division shall not result in any new tract having less than two hundred (200) feet of road frontage and being less than two (2) acres in size.

8. A ten (10) foot easement for the installation and maintenance of utilities is reserved along all property lines, including the right to keep said property facilities free and clear of all obstructions. There is also reserved, for a width of approximately twenty (20) feet, as shown on the recorded plat of Deerfield Plantation, Inc. as shown in Plat Cabinet B, File Number 5A, contiguous with lots 23, 24, 25, 28, 29, 30, 31, 32, 43, 44, 45, and 46, a horse riding trail for the use in common of all owners in Deerfield Plantation subdivision. The horse riding trail as set forth herein is to be left in it's natural state and shall be used solely for walking, jogging, or horse riding. Further provided, it shall not be required of the developer to make any improvements or maintain said horse riding trail and also that the owners of the various tracts who from time to time may use said horse riding trail shall have the right to keep said horse riding trail free and clear of all obstructions.

9. Tracts 10 through 37 and 40 through 46 inclusive, are serviced by private roads as a means of ingress and egress to and from North Carolina Highway 16. The obligations established below for ownership of said tracts shall relate solely to those private roads set forth on that plat of Deerfield Plantation recorded in Plat Cabinet B, File No. 5A, and shall not relate to any private road established previously or in the future with regard to any other phase of Deerfield Plantation. The obligations and conditions imposed herein on the ownership of tracts 10 through 37 and 40 through 46 inclusive, as well as any remedies for noncompliance herewith, are as follows:

(a) That the obligation for the repair and maintenance of said private road shall be the sole responsibility of the ownerships of said tracts. As additional consideration for the conveyance of any or all of

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block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Deerfield Plantation, Inc., which written consent Deerfield Plantation, Inc. agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the new owner of said tract.

2. No noxious or offensive trade or activity shall be carried on upon any tract. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any tract outside an enclosed structure, except that this shall not prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or other similar garbage and trash removal service units, and except for such fallen and cut trees as may be on the property as of the date hereof.

3. No tract shall be used at any time as a mobile home park or trailer park.

4. No structure of a temporary nature shall be placed, erected or allowed to remain on any tract, and no trailer, shack, tent, garage, barn, mobile home, double-wide mobile home, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of a residence dwelling thereon.

5. No building or residence shall be erected, placed, altered or permitted to remain on any tract within one hundred fifty (150) feet of the right-of-way of the private road to which said tract fronts, nor with regard to corner lots within fifty (50) feet of the right-of-way of the private road to which said tract does not front.

6. No building or residence shall be erected, placed, or shall be permitted to remain on any tract within thirty (30) feet of any side or rear tract lines. The terms "side" and "rear" lines shall mean any tract boundary line which does not adjoin any road right-of-way.

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costs by the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid charges may be a charge against the property.

(c) It is understood and agreed that the judgment as to whether or not said private roads are in need of maintenance and repair and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs shall require an affirmative vote of a majority of the ownership of said tracts using the fractions set forth in 9(a) above.

10. Invalidacion of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

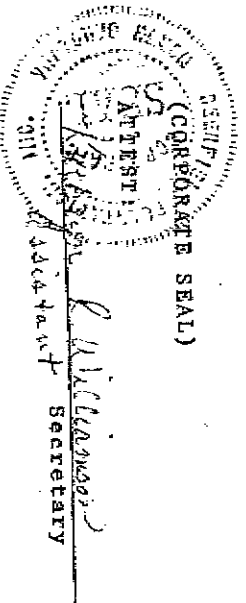
11. In the event of the unintentional violation of any of the foregoing building line restrictions set forth herein, Deerfield Plantation, Inc., its successors and assigns, reserves the right by and with the mutual written consent of the owner or owners for the time being of such tract to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed fifteen percent (15%) of the marginal requirements of such building restrictions.

12. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until June 1, 2009, at which time they shall be automatically extended for successive periods of ten (10) years, unless by the vote of a majority of interest of the then owners of the above-described property it is agreed to change, amend or revoke the restrictions in whole or in part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

DEERFIELD PLANTATION, INC.

By: William B. Cooper
President



Secretary

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

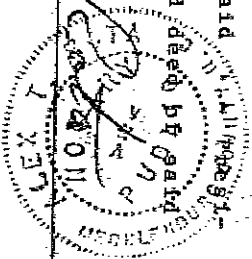
This 23 day of July, 1979, personally came before me
William G. Allen, Jr., who being by me duly sworn says that he is the

President of Deerfield Plantation, Inc., and the seal affixed to the
foregoing instrument in writing is the corporate seal of the company
and that said writing was signed and sealed by him in behalf of said
corporation by its authority duly given. And the said
dent acknowledged the said writing to be the act and deed of said
corporation.

My Commission Expires:

April 8, 1984

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Alex J. Rota, a Notary
Public of Mecklenburg County, N.C. is certified to be
correct. This instrument was presented for registration and recorded in this
office in Book 325 at Page 412.

This the 23 day of July, 1979, at 2:14 o'clock, P. M.
MARY B. CARRIKER
REGISTER OF DEEDS FOR UNION COUNTY, N. C.

By: James J. Mealy
Deputy

Drawn by: Jack MacNeill
Met to: Alex Rota
Performance Properties, Inc.
1740 E. Independence Boulevard
Charlotte, North Carolina 28205