

BK 955P6057

Drawn by and mail to:

Griffin, Caldwell, Helder, Lee, Helms & Hutaff, P.A.
P.O. Drawer 99, Monroe, NC 28111-0099

STATE OF NORTH CAROLINA

COUNTY OF UNION

002296

Date 3.2.1.90 o'clock 0 m
Time 10:5.5 Register of Deeds
JUDY G. PRICE. Register of Deeds
Union County, Monroe, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, BOREN CLAY PRODUCTS COMPANY, a Delaware corporation, (hereinafter referred to as "Declarant") is the owner of the majority of that certain real estate, known as MYERS MEADOWS SUBDIVISION, PHASE II, SECTION II, which is located in Union County, North Carolina, and shown on a plat thereof recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet E, File Nos. 206, 207 and 208.

AND WHEREAS, Declarant, as owner of the said property, now desires for the use of itself, its successors and assigns, and future grantees, to place and impose certain protective covenants and restrictions on each of those lots which it owns in that subdivision known as MYERS MEADOWS SUBDIVISION, PHASE II, SECTION II.

Owners") WHEREAS, Homes By George Steele, Inc. and Charles Ventrano and Martha Ventrano (hereinafter collectively referred to as the "First Lot Owners") are now the owners of the lots identified as lot Numbers 46, 47, 48, 55, 59, 68, 69, 71, 102 and 107 in Myers Meadows Subdivision, Phase II, Section II, and they have joined in the execution of these Restrictive Covenants for the purpose of making the Restrictive Covenants applicable to their particular lots which Restrictive Covenants are to run with the land and be binding upon them, their Martha successors and assigns

NOW THEREFORE, in consideration of the premises herein, Declarant, and the First Lot Owners, for themselves, their he successors, assigns and future grantees, hereby place, and impose all of the aforesaid lots of MYERS MEADOWS SUBDIVISION, PHASE SECTION II, the following restrictions: THEREFORE, heirs, heirs, se upon

conveyed and occupied subject to these Restrictive Coparticularly described as Lots 43 through 117 shown a Subdivision, Phase II, Section II on plat thereof re Cabinet E, File Nos. 206, 207 and 208 in the Union Carolina Public Registry (the "Property"). Addit adjacent to or adjoining the Property manufacture of these Restrictive Registry (the "Property"). Additional property adjoining the Property may be brought within the see Restrictive Covenants by and within the sole the Declarant without the joinder of the First Lot shown Union transferred, sold, e Covenants is more lown as Myers Meadows of recorded in Plat County, Nort

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Owners. The additional additional property to the Restrictive Covenants may be made by filing a supplementary or amend Restrictive Covenants covering the specific addit. Union County, North Carolina Public Registry who coverage of these Restrictive Covenants to such a properties and thereby subject such addition agreements, restrictions and obligations set for Declarant shall Restrictive Co istry which shall co such additional additions to the ovenants amendatory additional r ğ obligated forth herein Any shall ext y such additi Ö ָ ק extend coperty or benefits, addition addition of in the xtend the

- delineated boundary lines, shown upon Subdivision, Phase II, Section II, and Property recorded by the Declarant the increased or decreased in size recordation of new subdivision plats thereafter constitute a "lot" for Covenants. As used herein, "owner" of the constitution of the covenants. part o equity solely ă t of the pr 0 9 redemptio or decreased in size by re-subdivisions or the of new subdivision plats, any such newly plotted lot constitute a "lot" for the purpose of these Restricts and owner, whether a used herein, "owner" means the record owner, whether son or entity, of fee simple title to any lot which a property, including contract sellers and owners cedemption, but excluding those having such interest in security for the performance of an obligation. "Jot" upon the reco , and any other t thereafter. I ze by re-subc fter. In the eve any orded y plot or ded map of Myers Mer subdivision map of the event any lot throught Myers Meadows or through ted lot shall Restrictive whether which ij. ш P. with any lot one the
- 3. Each lot shall be used for residential purposes structure shall be erected, placed, altered or permitted any lot other than one detached, single-family dwelling toutbuildings customarily incidental to the residential use co rema.
 together to remain remain on ether with each lot.
- commenced, erected or the Declarant in its sole discretion. In principal residential structure, the location of the principal residential structure, the location of the attached or unattached garage or other permanent outbuilding, septic built as part of the original construction on each lot. The beclarant plans and specifications for the proposed improvements to accept or reject the same in whole or in part, and if the Declarant fails to then the plans and specifications and plot plans shall be deemed to the plans and specifications and plot plans shall be deemed to the permanent, compliance with the approved construction is granted by specifications and plot plans shall be the responsibility of the owner. Shall provide for a brick veneer exterior; provided, only constructed either of brick veneer or the owner. o residential building acce "Improvements") shall outbuilding

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approval quality of any the Improvement Declarant O. the structural stability, design Or.

- reduce the total lot area shown on the recorded map of the I except for any lots which are specifically designated on the map as being subject to subdivision for utility purposes, o with the written consent of the Declarant and provided same permitted under applicable governmental regulations and on affecting said lot. ed same and or e so as to e Property, he recorded, or by and or by and me is also ordinances
- floor area for single level dwellings, and not feet nor more than 2,000 square feet nor more dwellings, and not feet nor more than 2,600 square feet of fin minimum of 800 square feet of finished groundlevel dwellings, exclusive of garage, car finished or unfinished, heated or unheated). family dwellings shall more than 2,000 e feet of finished floor area, with a finished ground floor area, for multigarage, carport, basement (whether or unheated), unheated areas and nonl contain not loss, and not less less t of f area, with r area, for multi basement than 1,200 loor area, finished than hed ground 200 square
- substantial conformity with the construction of the residence, and shall all have brick veneer exteriors except for the exterior roof climbs which part may be either of brick or vinyl siding. All woodburning fireplaces, together with all associated chimneys and flues, shall be of 100% masonry construction, and any exterior walls of such woodburning fireplaces, together with the exteriors of associated chimneys and flues, shall be constructed of 100% brick veneer. Other types of fireplaces (other than woodburning), if any, shall also have all exterior walls and exteriors of associated chimneys and flues constructed of 100% brick veneer unless otherwise specifically approved in writing by Declarant.
- permitted, prohibit to another tra any lot in Construction of new residential buildings only shall be 2d, it being the intent of these Restrictive Covenants to 2 the moving of any existing building or portion thereof from tract and remodeling or converting same into a dwelling unit on in the Property.
- of a 9. No noxious or offensive trade or activity shall be carring any part of the Property, nor shall anything be done thereon the become an annoyance or nuisance to the neighborhood. No struct temporary character, trailer, basement, tent, shack, garage, like home or other outbuilding shall be used on any lot at any a residence, either temporarily or permanently. nor shr thereon which
 No structure
 garage, barn,
 ot at any time
- 10. No me maintained upon poultry of any except dogs, cathey are not more the cained upon any part of the Property. No animals, livestock, or cry of any kind shall be raised, bred or kept on any lot save and ot dogs, cats or other household pets which may be kept provided are not kept, bred, or maintained for any commercial purposes. No than one dog or cat or other household pet may be kept on any lot mobile part of t mobile home parks

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in the Property, unless a fenced-in area is provided for the same. No fences shall be allowed except in side yards and rear yards of the lots and no fence shall extend beyond the rear corner of the house. Chain link fences are prohibited on any lot.

- rubbish.
 sanitary
 storage of sanitary ö, containers. I or disposal of condition. No lou , Oc T shall garbage эd such used sed or maintained other waste shall incinerators or other materials shall incinerators h materials : other 9 ស a dumping ground for the kept except to the kept except to the for the for the forth to the fort r equipment kept in a a clean and for the
- 12. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the original construction and sales period.
- 13. No unlicensed parts thereof, or any inappropriate to the ger located upon any part of general appearance of the Property. or pe permanently increment inoperable vehicle, car, ment deemed unattractive of the neighborhood shall be or
- 14. No a or side yard permitted on a d of antenna or lot y lot. No within the satellite dish above g shall b ğ swimming pool shall be
- line or s lines or the purpo be cor 15. No building on a lot shall be located nearer to any front lot e or side street line of any lot than the minimum building setback nes or requirements shown on the recorded map of the Property. For purposes of these Restrictive Covenants eaves and stoops shall not considered as part of a building.
- maintenance necessary to service or o under storm тя. 16. and the easements along the rear line or each pipes, and other recorded to poles, lines, conduits, pipes, and other to or useful for furnishing electric power, gas, tell to or useful for furnishing water, sanitary sewage so ther utilities, including water, sanitary sewage so water drainage facilities, as well as within those manners on the recorded map of the Property. (a) future, The Declarant Ó grant a fifteen ar line of each reserves an easement in and right at any (15') foot right of way over, lot for the installation and pipes, and other equipment equipment telephone ige service hose areas
- way and e in the f over, und purposes 9 under he Declarant future to gr S S and set co grant along t also ine the reserves an seven and on e side lines of Paragraph (1 an easement of the control one-half (7) es of each lo (16) (a) about each (a) a above 100 in and right at any 1/2') foot right of ot for the same uses
- (c) The Declarant also restine in the future to grant a finand along the lot line abutting uses and purposes as set forth in or roadway purposes. reserves an easement five (5') foot right ing on a street right in Paragraph 16 (a) a it in and right at any jht of way over, under it of way for the same) above and for street

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Within such easement areas no structures, plantings, fences or other material shall be placed or permitted to remain which may damage or substantially interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in such areas.

- by any such restriction h 17. Enforcement of these Restrictive Covenants shall be by the Declarant or any owner of a lot by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages. Failure by any such party to enforce any such covenant, condition or restriction herein contained shall in no event be deemed a waiver of right thereafter
- judgment the said said 8. or by court Invalidation ion of any one t order shall not which shall remai O.f one or more of ll not adversely l remain in full f Of of these y affect to force an and effect. the balance of 5
- 19. Do discretion, but shall not be unintentional violation of the requirements and the designated aminimum setback lines, provided percent (10%) of the applicable Declarant ant reserves shall not h the the the right, acting alone a e obligated, to waive in the minimum or maximum and and approved building load that such violations do le requirements. /e in writing any
 um square footage
 g location lines or
 s do not exceed ten and 'n its
- 20. These covenants are to run won all parties claiming under them for from the date these covenants are recovenants shall be extended for succe unless an instrument signed by a majlots has been recorded agreeing to chapart. b run with the land and shall be binding them for a period of thirty (30) years are recorded, after which time, said successive periods of ten (10) years a majority of the then owners of the to change the covenants in whole or in d and shall of thirty

8K955PG062

IN WITNESS WHEREOF, the Declarant and the First caused these Restrictive Covenants to be signed and se all appropriate authority duly give as of this t rst Lot | sealed | the c t Owners have id pursuant to

authority duly give as of this the <u>c) /</u> day 1997.

BOREN CLAY PRODUCTS COMPANY

President

CORPORATE, SEAL)

Secretary Secretary

[CORPORATE SEAL]

CHARLES VENTRANO [SEAL]

HOMES BY GEORGE STEE

President

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HA VENTRANO

(SEAL)

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STATE OF NORTH CAROLINA

COUNTY OF WHON GLINGS

Before me, a Notary Public, personally appeared this day who, being duly sworn, says that he/she is the hest that secretary and that he/she is the hest that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said he common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial this Marcit

....

1997.

Notary Public Notary Public by commission expires: $3/3b/\partial cc$

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public, personally appeared this day the secretary and that (-) who, being duly sworn, says that he/she is the President of HOMES BY GEORGE STEELE, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the executed in its corporation; that the foregoing instrument was executed in its corporate name by the said attested to by the said (-) Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation and

1997 Witness ₹ hand and notarial seal this 25 day Ğ. March

(Notary Public

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OUBLIC COUNTY OF THE PROPERTY OF THE PROPERTY

BK955PG064

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, appeared this day CHARLES VENTRANO and MARTHA VENTRANO and a the execution of the foregoing instrument for the use a therein expressed. e, personally lacknowledged and purposes

This the 96 day Ö 1997.

Y Public

Wo Tempit stion expires; 5/00/97

74.02 m

PUBLIC

County

The foregoing certificate(s) of Patricip.

Office NPS Caul Pool on NCs
Characher Buthe NPS Linicolo. IX

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

Judy G. Price BY: Register of Deods Union County, NC Assistantiophy



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Hed for record 17-97
Date 0:50 octob Rem
Time 0:50 octob Rem
Judy 6: PRICE Register of Dases
Judy Norton, Karah Contina

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γď and mail <u>:</u>0

Griffin, Caldwell, Helde Hutaff, P.A. P.O. Drawer 99, Monroe,

Helder,

Lee,

Helms

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28111-0099

Ö NORTH CAROLINA

NOIND

004198

Date 3.32190 o clock 2 m
Time 10:55 register of Deeds
UDDY G. PHICE Register of Deeds
Union County, Morroe, North Carolina

RESTRICTIVE COVENANTS

and WHEREAS, BOREN CLAY PRODUCTS COMPANY, a Delaware corporation, (hereinafter referred to as "Declarant") is the owner of the majority of that certain real estate, known as MYERS MEADOWS SUBDIVISION, PHASE II, SECTION II, which is located in Union County, North Carolina, and shown on a plat thereof recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet E, File Nos. 206, 207 208. WHEREAS,

AND WHEREAS, Declarant, as owner of the said property, now desires for the use of itself, its successors and assigns, and future grantees, to place and impose certain protective covenants and restrictions on each of those lots which it owns in that subdivision known as MYERS MEADOWS SUBDIVISION, PHASE II, SECTION II. AND WHEREAS,

owners") are now the owr 47, 48, 55, 59, 68, 69, Phase II, Section II, an Restrictive Covenants Covenants applicable to Covenants are to run withers, succession. Martha Ve WHEREAS Homes by George (hereinafter col run with By George Steele, Inc. and Charles Ventrano reinafter collectively referred to as the "First e owners of the lots identified as lot Numbers 69, 71, 102 and 107 in Myers Meadows Subdivisi I, and they have joined in the execution of the nts for the purpose of making the Restrict le to their particular lots which Restrict un with the land and be binding upon them, the assigns d in the execution of these of making the Restrictive rots which Restrictive binding upon them 46,

Declarant, a successors, all of the SECTION II, NOW THEREFORE, and the and EREFORE, in consideration of the premises herein, the and the First Lot Owners, for themselves, their heirs, assigns and future grantees, hereby place, and impose upon aforesaid lots of MYERS MEADOWS SUBDIVISION, PHASE II, the following restrictions:

1. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to these Restrictive Covenants is more particularly described as Lots 43 through 117 shown as Myers Meadows Subdivision, Phase II, Section II on plat thereof recorded in Plat Cabinet E, File Nos. 206, 207 and 208 in the Union County, North Carolina Public Registry (the "Property"). Additional property adjacent to or adjoining the Property may be brought within the coverage of these Restrictive Covenants by and within the sole discretion of the Declarant without the joinder of the First Lot

The purpose of Cynthia Soles a ន្ត re-recording these restrictions is lot owners. S add Susan Black and

Union County, North Carc coverage of these Restric properties and thereby agreements, restrictions Owners. The additional The Declarant shall not, however, be obligated nal property to the Restrictive Covenants. An made by filing a supplementary or amendatory tive Covenants covering the specific additional pounty, North Carolina Public Registry which sie of these Restrictive Covenants to such additioned it is and thereby subject such additions to nts, restrictions and obligations set forth her ments. Any such addition mendatory declaration of ditional property, in the which shall extend the ch additional property or tions to the benefits, forth herein. obligated to subj bject any addition

- increased crecordation thereafter c 9 2. As used herein, a "lot" means any plot of land w delineated boundary lines, shown upon the recorded map of Myers Mead Subdivision, Phase II, Section II, and any other subdivision map of Property recorded by the Declarant thereafter. In the event any lot increased or decreased in size by re-subdivisions or thro more person or 0 f 38 or decreased in size by re-subdivisions or through on of new subdivision plats, any such newly plotted lot shall r constitute a "lot" for the purpose of these Restrictive. As used herein, "owner" means the record owner, whether one erson or entity, of fee simple title to any lot which is a che Property, including contract sellers and owners of any redemption, but excluding those having such interest in a lot security for the performance of an obligation. of land with Myers Meadows the
- 3. Each 1 structure shall any lot other thouthuildings cus er than one de lot be shall be used for residential purposes erected, placed, altered or permitted one detached, single-family dwelling t marily incidental to the residential use oses only, and tted to remain ing together wi l use of each lo
- the prior written approval of the Declarant in its sole discretion. Without this regard, the Declarant shall have control over the size and general plan of the principal residential structure, the location of the principal residential structure on the lot, the size and general principal residential structure on the lot, the size and plan of the attached or unattached garage or other permanent outbuilding, septic systems or other utility facilities any of which are planned or will be built as part of the original construction on each lot. The Declarant plans and specifications for the proposed Improvements to accept or reject the same in whole or in part, and if the Declarant fails to then the plans and specifications and plot plans shall be deemed to the Declarant, compliance within fifteen (15) days after actual receipt have been approved. After permission for construction is granted by specifications and plot plans shall be the responsibility of the owner. All proposed construction of residences, outbuildings, garages, etc. shall provide for a brick veneral series, outbuildings, garages, etc. All proposed constr shall provide for climbs on such I constructed either maintained permanent b (collective) d upon any lot written approv ö building ely the цB residential Improvements ential dwelling, permanent of accessory feature to the "Improvements") shall be co brick veneer the Declarant shall not c as part veneer eneer ts") shall be cont of the original he Declarant in it I have control ove or vinyl siding for construction constitute or be exterior; provided, only the outbuildings, owner's elections. commenced, outbuilding ne dwelling construction, wit pursuant t garages, erected Ö without Tuc 9 the other etc tur

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of by any the Improvement Declarant õ the structural stability, design SH

- 5. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map of the Property, except for any lots which are specifically designated on the recorded map as being subject to subdivision for utility purposes, or by and with the written consent of the Declarant and provided same is also permitted under applicable governmental regulations and ordinances affecting said lot.
- level dw finished living sp 1,000 square dwellings, spaces. of more 0 single family dwellings shall contain not less than a muare feet nor more than 2,000 square feet of finished for single level dwellings, and not less than 1,200 ore than 2,600 square feet of finished floor area, for 800 square feet of finished ground floor area, for lings, exclusive of garage, carport, basement (voluntial contents of the contents o et of finished ground
 ss than 1,200 square
 d floor area, with a
 oor area, for multi, basement (whether
 eated area
- substantial conformity with the construction of the residence, and shall all have brick veneer exteriors except for the exterior roof climbs which part may be either of brick or vinyl siding. All woodburning fireplaces, together with all associated chimneys and such woodburning fireplaces, together with the exteriors of associated chimneys and flues, shall be constructed of 100% brick veneer. Other types of fireplaces (other than woodburning), if any, shall also have all exterior walls and exteriors of associated chimneys and flues, shall be constructed of 100% brick veneer. Other types of fireplaces (other than woodburning), if any, shall also have all exterior walls and exteriors of associated chimneys and flues constructed of 100% brick veneer unless otherwise specifically approved in writing by Declarant.
- 8. Conpermitted, it prohibit the another tract any lot in th t the moving of any ex r tract and remodeling c Construction of new residential buildings only shall be ne intent of these Restrictive Covenants to any existing building or portion thereof from ling or converting same into a dwelling unit on
- may] mobile home or n any part become an 9. No noxious or offensive trade or activity shall be carri any part of the Property, nor shall anything be done thereon become an annoyance or nuisance to the neighborhood. No strutemporary character, trailer, basement, tent, shack, garage, le home or other outbuilding shall be used on any lot at any residence, either temporarily or permanently. shall be carried done thereon who carried on ereon which structure cage, barn, tany time
- maintained upon any poultry of any kind except dogs, cats they are not kept, more than one dog of upon any any kind mobile or other bred, or r Ö part shall homes tes or mobile home parks shall be allowed or tof the Property. No animals, livestock, or ll be raised, bred or kept on any lot save and her household pets which may be kept provided or maintained for any commercial purposes. No or other household pet may be kept on any lot of mobile Property.

in the Property, unless a fenced-in area is provided for fences shall be allowed except in side yards and rear yar and no fence shall extend beyond the rear corner of the link fences are prohibited on any lot. for the same. No yards of the lots the house. Chain

- rubbish.
 sanitary
 storage c . No lot shall be used or maintained as a Trash, garbage or other waste shall of containers. All incinerators or other or disposal of such materials shall be key condition. cained as a dumping ground is shall not be kept except sor other equipment for is shall be kept in a clean a
- any lot e one sign 12. No lot except a sign of not No sign of any kind shall be displayed to the public except a professional sign of not more than two square of not more than five square feet advertising the proprent, or signs used by a builder to advertise the label original construction and sales period. quare feet, or e property for the property
- parts thereof, or any items or equipment deemed unattractive inappropriate to the general appearance of the neighborhood shall located upon any part of the Property. ber or
- 14. No a or side yard permitted on a antenna or satellite dish shall be sof any lot. No above ground sany lot within the Property. swimming pool the the front shall be
- 15. No building on a lot shall be located nearer to any front lot line or side street line of any lot than the minimum building setback lines or requirements shown on the recorded map of the Property. For the purposes of these Restrictive Covenants eaves and stoops shall not be considered as part of a building.
- under and along maintenance of p necessary t service or 86 the (a) The Declarant reserves an easement in and right at any che future, to grant a fifteen (15') foot right of way over, if along the rear line of each lot for the installation and one of poles, lines, conduits, pipes, and other equipment to or useful for furnishing electric power, gas, telephone or other utilities, including water, sanitary sewage service water drainage facilities, as well as within those areas easements on the recorded map of the Property. (a) line, he future,
- (b) The Declarant also reserves an time in the future to grant a seven and o way over, under and along the side lines and purposes as set forth in Paragraph (rves an easement in and one-half (7 1/2) lines of each lot for apph (16)(a) above. nt in and right (7 1/2') foot ri ght at any of right of same uses
- time in the future to grant a fix and along the lot line abutting cuses and purposes as set forth in or roadway purposes. Declarant also reserves an easement in a five (5') foot right of ing on a street right of h in Paragraph 16 (a) abo it in and right at the of way over, unit of way for the above and for st E C ne same street at any under

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Within such easement areas other material shall be placed or or substantially interfere with utilities or which may obstruct drainage channels in such areas. Within no structures, plantings, fences or permitted to remain which may damage the installation or maintenance of or retard the flow of water through

- by any such restriction h Declarant on against any covenants, e any person, is, either to such party ion herein it to do so i õ Enforcement any any owner of a lot by proceedings at law or in equity therefore, or persons violating, or attempting to violate any therefore to restrain violation or to recover damages. Failure party to enforce any such covenant, condition or erein contained shall in no event be deemed a waiver of do so thereafter.
- 18. judgment the said invalidation of any one or by court order shall no covenants, which shall remarks Invalidation or by court o O Hi l not adversely remain in full õ more Ö Fi force and affect t the covenants
 he balance
 l effect. o y
- 19. Declarant reserves the right, acting alone and discretion, but shall not be obligated, to waive in unintentional violation of the minimum or maximum squ requirements and the designated and approved building locat minimum setback lines, provided that such violations do no percent (10%) of the applicable requirements. ve in writing any num square footage or location lines or s do not exceed ten ä ite Bole
- 20. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

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IN WITNESS WHEREOF, the Declarant and the First Lot Owners have caused these Restrictive Covenants to be signed and sealed pursuant to all appropriate authority duly give as of this the 21 day of

CHARLES VENTRANO [CORPORATE SEAL] [CORPORATE, SEAL] ATTEST: Secretary Secretary SHOMES **.** 78 . **X**8 BOREN President PRODUCTS COMPANY

[SEAL]

[SEAL]

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STATE OF NORTH CAROLINA

COUNTY OF WHICH GUILBED

Before me, a Notary Public, personally appeared this day Secretary and that MARLY MOGILL who, being duly sworn, says that he/she is the MSSKATE of BOREN CLAY PRODUCTS COMPANY, the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said MLL President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation. and deed of the

1997. Witness my hand and notarial Beal this O ff Marcit

My commission expires: $3/3b/\partial \infty$

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Chicke More to who, being duly sworn, says that he/she is the President of HOMES BY GEORGE STEELE, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said president and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation and of of

1997. Witness and notarial seal this 2 day Of. March

Notary Public

CUBLIC CO

makes fon expires:5 1047

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STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day CHARLES VENTRANO and MARTHA VENTRANO and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 200 day of Baich.

1997.

Notary Public

No leasure and PUBLIC COUNTY expires:

5/00/97

The foregoing certificate(s) of <u>Quit nice</u>

O Cook NO DE LUMINO ON NO.

O Cook NO DE LUMINO ON NO.

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

Judy G. Price BY:

Judy G. Price BY:

Judy G. Price BY:

Assistant/Deputy

Union County, NC

JUDY G. PRICE, REGISTER OF DEEDS