

Ref 961-444- Rerecording

RECORDED
and
VERIFIED
MS

BK955PG057

Drawn by and mail to:

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

R. G. H.

STATE OF NORTH CAROLINA

COUNTY OF UNION

002296

Filed for record
Date 3.27.97 o'clock 2 m
Time 10:55
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.

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 heirs, successors and assigns.

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

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Owners. The Declarant shall not, however, be obligated to subject any additional property to the Restrictive Covenants. Any such addition may be made by filing a supplementary or amendatory declaration of Restrictive Covenants covering the specific additional property, in the Union County, North Carolina Public Registry which shall extend the coverage of these Restrictive Covenants to such additional property or properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

2. As used herein, a "lot" means any plot of land with delineated boundary lines, shown upon the recorded map of Myers Meadows Subdivision, Phase II, Section II, and any other subdivision map of the Property recorded by the Declarant thereafter. In the event any lot is increased or decreased in size by re-subdivisions or through recordation of new subdivision plats, any such newly plotted lot shall thereafter constitute a "lot" for the purpose of these Restrictive Covenants. As used herein, "owner" means the record owner, whether one or more person or entity, of fee simple title to any lot which is a part of the Property, including contract sellers and owners of any equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

3. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each lot.

4. No residential dwelling, permanent outbuilding or other permanent building accessory feature to the dwelling structure (collectively the "Improvements") shall be commenced, erected or maintained upon any lot as part of the original construction, without the prior written approval of the Declarant in its sole discretion. In 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 plan of any 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 shall have fifteen (15) days after receipt of the plot plans and the plans and specifications for the proposed Improvements to accept or reject the same in whole or in part, and if the Declarant fails to accept or reject the same within fifteen (15) days after actual receipt then the plans and specifications and plot plans shall be deemed to have been approved. After permission for construction is granted by the Declarant, compliance with the approved constructions plans and specifications and plot plans shall be the responsibility of the owner. All proposed construction of residences, outbuildings, garages, etc. shall provide for a brick veneer exterior; provided, only the roof climbs on such Improvements may, at the owner's election, be constructed either of brick veneer or vinyl siding exteriors. Any permission granted by the Declarant for construction pursuant to these Restrictive Covenants shall not constitute or be construed as an

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approval by the Declarant of the structural stability, design or quality of any Improvement.

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.

6. Single family dwellings shall contain not less than a minimum of 1,000 square feet nor more than 2,000 square feet of finished ground floor area for single level dwellings, and not less than 1,200 square feet nor more than 2,600 square feet of finished floor area, with a minimum of 800 square feet of finished ground floor area, for multi-level dwellings, exclusive of garage, carport, basement (whether finished or unfinished, heated or unheated), unheated areas and non-living spaces.

7. All garages and any outbuildings are to be constructed in 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.

8. Construction of new residential buildings only shall be permitted, it being the intent of these Restrictive Covenants to prohibit the moving of any existing building or portion thereof from another tract and remodeling or converting same into a dwelling unit on any lot in the Property.

9. No noxious or offensive trade or activity shall be carried on upon any part of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. No mobile homes or mobile home parks shall be allowed or maintained upon any part of the Property. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on any lot

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.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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 or permanently inoperable vehicle, car, or parts thereof, or any items or equipment deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any part of the Property.

14. No antenna or satellite dish shall be permitted in the front or side yard of any lot. No above ground swimming pool shall be permitted on any lot within the Property.

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.

16. (a) The Declarant reserves an easement in and right at any time in the future, to grant a fifteen (15') foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities, as well as within those areas shown as easements on the recorded map of the Property.

(b) The Declarant also reserves an easement in and right at any time in the future to grant a seven and one-half (7 1/2') foot right of way over, under and along the side lines of each lot for the same uses and purposes as set forth in Paragraph (16) (a) above.

(c) The Declarant also reserves an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the lot line abutting on a street right of way for the same uses and purposes as set forth in Paragraph 16 (a) above and for street or roadway purposes.

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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.

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 the right to do so thereafter.

18. Invalidation of any one or more of these covenants by judgment or by court order shall not adversely affect the balance of the said covenants, which shall remain in full force and effect.

19. Declarant reserves the right, acting alone and in its sole discretion, but shall not be obligated, to waive in writing any unintentional violation of the minimum or maximum square footage requirements and the designated and approved building location lines or minimum setback lines, provided that such violations do not exceed ten percent (10%) of the applicable requirements.

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 March, 1997.

BOREN CLAY PRODUCTS COMPANY

BY: *George Steele*
President

ATTEST:
Charles Ventrano
Secretary
[CORPORATE SEAL]

HOMES BY GEORGE STEELE, INC.
BY: *George Steele*
President

ATTEST:
Charles Ventrano
Secretary
[CORPORATE SEAL]

Charles Ventrano [SEAL]
CHARLES VENTRANO

Marta Ventrano [SEAL]
MARTHA VENTRANO

BK955PG063

STATE OF NORTH CAROLINA
COUNTY OF WHELEN Guilford

Before me, a Notary Public, personally appeared this day Phillip McGILL who, being duly sworn, says that he/she is the Assistant Secretary and that J M Hargett is the Vice President 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 Wick President and attested to by the said Wick 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.

Witness my hand and notarial seal this 21 day of March 1997.

Patricia A. Cook
Notary Public

My commission expires: 3/26/2000

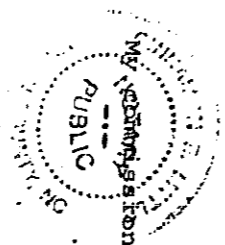
STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Shirley McGraw who, being duly sworn, says that he/she is the Assistant Secretary and that George Steele, Jr. 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 George Steele, Jr. President and attested to by the said George Steele, Jr. 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.

Witness my hand and notarial seal this 25 day of March 1997.

Luanne E. Luce
Notary Public



BK955PG064

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 26 day of MARCH, 1997.

Cinnamon E. Little
Notary Public



My Commission expires: 5/30/97

The foregoing certificate(s) of Notarization
of Book 955, Page 64, NC
Cinnamon E. Little, Notary Public
is/are certified to be correct. This instrument
and certificate are duly registered at the date
and time and in the Book and Page shown on
the first page hereof.

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

RECORDED
and
INDEXED
BGS

BK 961 PG 444

BK 955 PG 057

Filed for record 4-17-97
Date 4-17-97 o'clock A.M.
Time 9:50
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

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

004106

RESTRICTIVE COVENANTS

Filed for record
Date 3-27-97 o'clock P.M.
Time 10:55
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

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.

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 heirs, successors and assigns.

NOW THEREFORE, in consideration of the premises herein, the Declarant, and the First Lot Owners, for themselves, their heirs, successors, assigns and future grantees, hereby place, and impose upon all of the aforesaid lots of MYERS MEADOWS SUBDIVISION, PHASE II, SECTION 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 re-recording these restrictions is to add Susan Black and Cynthia Soles as lot owners.

164006.4

Jake T. Helder

Owners. The Declarant shall not, however, be obligated to subject any additional property to the Restrictive Covenants. Any such addition may be made by filing a supplementary or amendatory declaration of Restrictive Covenants covering the specific additional property, in the Union County, North Carolina Public Registry which shall extend the coverage of these Restrictive Covenants to such additional property or properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

2. As used herein, a "lot" means any plot of land with delineated boundary lines, shown upon the recorded map of Myers Meadows Subdivision, Phase II, Section II, and any other subdivision map of the Property recorded by the Declarant thereafter. In the event any lot is increased or decreased in size by re-subdivisions or through recordation of new subdivision plats, any such newly plotted lot shall thereafter constitute a "lot" for the purpose of these Restrictive Covenants. As used herein, "owner" means the record owner, whether one or more person or entity, of fee simple title to any lot which is a part of the Property, including contract sellers and owners of any equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

3. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each lot.

4. No residential dwelling, permanent outbuilding or other permanent building accessory feature to the dwelling structure (collectively the "Improvements") shall be commenced, erected or maintained upon any lot as part of the original construction, without the prior written approval of the Declarant in its sole discretion. In 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 plan of any 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 shall have fifteen (15) days after receipt of the plot plans and the plans and specifications for the proposed Improvements to accept or reject the same in whole or in part, and if the Declarant fails to accept or reject the same within fifteen (15) days after actual receipt then the plans and specifications and plot plans shall be deemed to have been approved. After permission for construction is granted by the Declarant, compliance with the approved construction plans and specifications and plot plans shall be the responsibility of the owner. All proposed construction of residences, outbuildings, garages, etc. shall provide for a brick veneer exterior; provided, only the roof climbs on such Improvements may, at the owner's election, be constructed either of brick veneer or vinyl siding exteriors. Any permission granted by the Declarant for construction pursuant to these Restrictive Covenants shall not constitute or be construed as an

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approval by the Declarant of the structural stability, design or quality of any improvement.

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.

6. Single family dwellings shall contain not less than a minimum of 1,000 square feet nor more than 2,000 square feet of finished ground floor area for single level dwellings, and not less than 1,200 square feet nor more than 2,600 square feet of finished floor area, with a minimum of 800 square feet of finished ground floor area, for multi-level dwellings, exclusive of garage, carport, basement (whether finished or unfinished, heated or unheated), unheated areas and non-living spaces.

7. All garages and any outbuildings are to be constructed in 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.

8. Construction of new residential buildings only shall be permitted, it being the intent of these Restrictive Covenants to prohibit the moving of any existing building or portion thereof from another tract and remodeling or converting same into a dwelling unit on any lot in the Property.

9. No noxious or offensive trade or activity shall be carried on upon any part of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. No mobile homes or mobile home parks shall be allowed or maintained upon any part of the Property. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on any lot

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.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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 or permanently inoperable vehicle, car, or parts thereof, or any items or equipment deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any part of the Property.

14. No antenna or satellite dish shall be permitted in the front or side yard of any lot. No above ground swimming pool shall be permitted on any lot within the Property.

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.

16. (a) The Declarant reserves an easement in and right at any time in the future, to grant a fifteen (15') foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities, as well as within those areas shown as easements on the recorded map of the Property.

(b) The Declarant also reserves an easement in and right at any time in the future to grant a seven and one-half (7 1/2') foot right of way over, under and along the side lines of each lot for the same uses and purposes as set forth in Paragraph (16) (a) above.

(c) The Declarant also reserves an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the lot line abutting on a street right of way for the same uses and purposes as set forth in Paragraph 16 (a) above and for street or roadway purposes.

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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.

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 the right to do so thereafter.

18. Invalidation of any one or more of these covenants by judgment or by court order shall not adversely affect the balance of the said covenants, which shall remain in full force and effect.

19. Declarant reserves the right, acting alone and in its sole discretion, but shall not be obligated, to waive in writing any unintentional violation of the minimum or maximum square footage requirements and the designated and approved building location lines or minimum setback lines, provided that such violations do not exceed ten percent (10%) of the applicable requirements.

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 March, 1997.

BOREN CLAY PRODUCTS COMPANY

BY:

[Signature]
President

ATTEST:

[Signature]
Secretary

[CORPORATE SEAL]

HOMES BY GEORGE STEELE, INC.

BY:

[Signature]
President

ATTEST:

[Signature]
Secretary

[CORPORATE SEAL]

[Signature]
CHARLES VENTRANO [SEAL]

[Signature]
MARTHA VENTRANO [SEAL]

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STATE OF NORTH CAROLINA

COUNTY OF UNION Guilford

Before me, a Notary Public, personally appeared this day Patrick McGall who, being duly sworn, says that he/she is the Assistant Secretary and that J. M. Hark is the Vice President 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 W. L. President and attested to by the said Asst. 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.

Witness my hand and notarial seal this 21 day of March 1997.

Fathia A. Lool
Notary Public

My commission expires: 3/26/2000

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Shirley Marcia who, being duly sworn, says that he/she is the Asst. Secretary and that George F. Stehr, Jr. 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 Asst. President and attested to by the said Asst. 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.

Witness my hand and notarial seal this 25 day of March 1997.

Lawrence E. Lurie
Notary Public



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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 26 day of march, 1997.

Carole Ann Little
Notary Public



My Commission expires: 5/30/97

The foregoing certificate(s) of Notarice
Carole Ann Little, Notary Public, NC
Carole Ann Little, Notary Public, NC
are certified to be correct. This instrument
and certificate are duly registered at the date
and time and in the Book and Page shown on
the first page hereof.

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

BK 961 PG 452

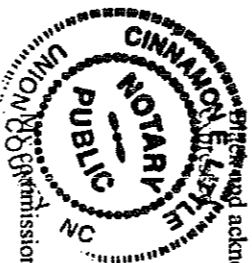
Susan Black, owner of Lot No. 47, Myers Meadows, Phase II and Cynthia Soles, owner of Lot No. 102, Myers Meadows, Phase II join in the execution of these Restrictive Covenants in order to subjecting their lots to these restrictions.

Susan Black (Seal)
Susan Black

Cynthia Soles (Seal)
Cynthia Soles

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day Susan



This the 3 day of April, 1997.

Cinnamon E. Little
Notary Public

Commission expires: 5/20/97

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day Cynthia

Soles and acknowledged the execution of the foregoing instrument for the use and purposes therein

This the 3 day of April, 1997.

Cinnamon E. Little
Notary Public



NORTH CAROLINA -- Union County

The foregoing certificate(s) of

Cinnamon E. Little
Co. Nc

Notary Public of Union

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 961 Page 444
this 17 day of April 1997 at 9:50 o'clock A. M.
JUDY G. PRICE, REGISTER OF DEEDS By: Bonnie G. Stewart Asst/Deputy