

Amendment 715
 See 2076
 3148-1
 817

RECORDED
 and
 VERIFIED
 2008

Return to: Amy T. Bland
 Attorney At Law

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STATE OF NORTH CAROLINA
 COUNTY OF UNION

OAK GROVE FARM

DECLARATION OF COVENANTS
 RESTRICTIONS AND EASEMENTS

Filed for record
 Date 4-11-96
 Time 3:10 o'clock P.M.
 2076 PG 2 of 2
 Union County, North Carolina

WHEREAS, NEW TOWN ROAD PARTNERSHIP, hereinafter the Developer, is the owner of certain real property described below, hereinafter to be known as OAK GROVE FARM, located near Monroe, NORTH CAROLINA; and

WHEREAS, the Developer wishes to provide for the orderly and desirable development of the real property herein;

NOW THEREFORE, the Developer in consideration of the premises and the good and valuable consideration, does hereby declare that these covenants shall run with the land and shall apply for all conveyance of the property described herein.

The property subject to the restrictions is described as follows:

All that piece, parcel and lots of land situated, lying and being on New Town Road, near Monroe, County of Union, State of North Carolina, and shown and designated on a plat by Spratt and Brooks surveying described as OAK GROVE FARM, Phase 1, lots 1-27, 134.3 acres and recorded in Plat Cabinet E, File 124, in the Union County Register of Deeds, Monroe, N. C.

ARTICLE 1 075201

1. The Developer shall cause to be incorporated "The Oak Grove Farm Homeowners Association", Incorporated, as a NORTH CAROLINA non-profit corporation, hereinafter referred to as "The Association". All owners of real property within "Oak Grove Farm" shall by virtue of this ownership be members of The Association. The purpose of The Association is to preserve the values and amenities of Oak Grove Farm. To that purpose The Association, upon formation, shall establish such by-laws and adopt policies to accomplish the following:

(a) Establish a Board of Architectural review to ensure appropriate improvement of the various lots and recreational facilities with the Development. This board, for the first two years of the project (until May 1997) shall consist of Ron Fessler, Robert Weirlich, Gregg Gabel, and one member elected from the Board of Directors of The Association. This body

shall have the duty and the right, by a simple majority vote, to approve all architectural and landscape plans. No construction of any building may be begun without such approval. Beginning June 1, 1997, the Architectural Review Board shall be made up of the Developer and two elected members of The Association. The Developer shall maintain a 51% voting right on all architectural matters until all lots are sold. At this point, the Architectural Review Board shall be made up of three duly elected members of The Association.

(b) Operation and maintenance of the landscaped areas, lakes and streams which may be deeded to The Association and maintenance of same that are on individual lots but are restricted for common use.

(c) Acquisition of properties, structures and equipment for the general benefit of the property owners.

(d) Establishment of assessments and their collection from the members of The Association and others who use the facilities and properties owned and/or operated by The Association.

(e) Adoption, publication, and enforcement of such regulations as The Association deems to be for the common good.

ARTICLE 2 GENERAL COVENANTS

1. APPLICATION OF GENERAL COVENANTS. Unless otherwise specified in this article, each of the covenants set forth in Article 2 shall apply to all lands within the Property.

2. LOT RESTRICTIONS. All lots are hereby restricted to residential uses and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any other accessory structure customarily incident to the residential use of such lots. No commercial or institutional uses shall be permitted by a federal, state, or local governmental, administrative, quasi governmental, private, public, fraternal, philanthropic or non-profit body or entity to house any persons under the control, supervision, care or custody of any of said bodies of entities.

3. ARCHITECTURAL REVIEW. No principle structure or accessory structure may be erected on property, or significant landscaping may be done, or any addition or alteration to any existing building until the proposed building plans, specifications, materials, plot plan, and construction schedule have been submitted to the Architectural Review Board and approved by The Association. Such approval must be in writing. The Architectural Review Board shall

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submit the approval or disapproval in writing within seven (7) days of the receipt of the required submittal documents.

4. SITING. No building or other structure, of any type, shall be located on any lot without the prior written approval of the Architectural Review Board, which approval shall not be unreasonably withheld. The Architectural Review Board has the duty and the right to approve site locations for all building, taking into consideration large trees, buildings already in place, scenic, aesthetic and environmental considerations.

Minimum building set-back lines shall be as set forth on the recorded plat and the applicable Union County Land Use Ordinance setbacks for the residential zoning applicable to the subdivision.

5. COMPLETION OF CONSTRUCTION. Essentially all construction must be completed within eighteen (18) months after the contracts are let. Houses and accessory buildings may not be occupied until the exterior of same has been completed. All landscaping must be completed within twelve (12) months of construction completion. All structures to be erected shall comply with all government regulations, including zoning and building codes.

6. SUBDIVISION. Except for the Developer, no lot may be subdivided by the lot owner.

7. HOUSE SIZE. No residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with a minimum of 2500 square feet of total enclosed dwelling area for a one-story structure; a minimum of 3000 square feet of total enclosed dwelling area for a one-and-one-half-story structure; and a minimum of 3000 square feet of total enclosed dwelling area for a two-story structure. Total enclosed dwelling area does not include garages, terraces, decks, porches, patios and like areas. No residence shall be constructed which has a height of more than three stories above the grade at the front door, or 45 feet whichever is less.

8. DESIGN STANDARDS.

- (a) The siding on the principal and all accessory buildings must be face brick, stucco, synthetic stucco, stone, or wood.
- (b) If wood is used, it must be individual boards each of which may be no more than 9 inches wide.
- (c) All trim, trim boards, soffits, door or window casings and sash, must be wood or masonite, or other materials as approved by the Committee. No bright plated or natural aluminum screens shall be permitted.

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- (d) All chimneys must be brick, stone, stucco, synthetic stucco, or veneers of the same materials. Chimney stacks are to be boxed in to blend with the exterior of the house, and the boxing is to have a facade of brick, stone, stucco, or synthetic stucco.
- (e) There shall be no exposed concrete block used. All masonry walls and foundations will have approved surface treatment that complements the siding.
- (f) No window air-conditioning units shall be installed in the side of any structure in such manner as to be visible from any street.
9. GARAGES. All residences shall have a minimum of a two-car attached garage. Said attached garages shall be "side loaded". No front loaded garages shall be permitted.
10. ACCESSORY BUILDING. A maximum of one accessory building shall be allowed per principal residence on each individual lot or homesite. An accessory building must be architecturally compatible with the principal residence, must be located behind the front of the dwelling structure and be approved by the architectural review committee in accordance with the standards delineated therefor. An accessory building cannot exceed one thousand square feet and have a height of more than one story, or 16 feet.
11. SERVICE YARDS. All garbage receptacles, electric and gas meters, heat pumps, water pumps, fuel tanks, clothes lines, wood piles, and other unsightly objects, must be placed or stored in safe, landscaped, fenced, or screened-in areas, to conceal them from view from surrounding roads and adjacent properties.
12. PETS. Any person or entity having a possessory property right in an animal as defined by the Union County Animal Control Ordinance shall keep said animal within the bounds of the subdivision herein restricted and shall be kept leashed when off the owner's premises.
13. LIVESTOCK. A maximum of three horses may be kept and stabled on any lot or combination of adjoining lots under common ownership. In the event of ownership of multiple lots, the owner shall be entitled to increase the number stabled by the number of lots may stable six horses.) No other animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets, may be kept provided that they (including horses) are not kept, bred, or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained on the property.

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14. FENCING. All fencing whether facing county maintained roads or interior to the property must be approved by the Architectural Review Board. The intent of fencing restrictions is to provide for uniformity, compatibility, and continuity. No chain link, barbed wire, stockade or rail fencing, or wire fencing will be permitted. No fencing shall be constructed between the front of the house and the public roadway without approval of the Architectural Review Board.

15. TREE REMOVAL. No tree on any lot 12 inches in circumference or more may be intentionally removed or destroyed except with the prior approval of The Association.

16. EXTERIOR LIGHTS AND FLAGS. No commercial lights, search lights, light poles, signs, banners or flags (other than patriotic flags) may be erected on the property except where approval by the Architectural Review Board is obtained.

17. WATER. Water in the subdivision shall be provided by the Union County Public Utilities Department and all residents shall connect their property to said department's water system.

18. OTHER BUILDINGS AND VEHICLES. No mobile homes, home trailers, or residence trailers of any kind shall be allowed on the property. Campers, recreational vehicles, utility trailers, boats and trailers, must be stored either entirely within a garage or barn, or parked in such a manner that they are not visible to surrounding neighbors or from roads and rights-of-way. In any case none of these vehicles may be lived in while on the premises. No school bus, truck, or any type of commercial vehicle may be brought upon or habitually parked overnight upon any street or lot except in a garage sufficient to house the same. No terrain vehicle, regardless of whether the same shall have 3, 4, 6 or more wheels, or "dirt bikes", shall operate on any of the lots, common areas or streets within the Development. No motorcycles may operate in the Development unless the same are fully licensed under NORTH CAROLINA law.

No "shell home" shall be erected or allowed to remain on the premises of any lot at any time.

19. ANTENNAS. No exterior radio or television antennas or satellite dishes are to be erected on the buildings or erected anywhere on the property. If "Cable television" is not available, property owners may make written application to the Architectural Review Board for permission to install a roof top antenna or "mini-satellite" (defined as no larger than 18"). No radio, television, microwave, or other transmission may originate from any part of the property if said transmission interferes with the proper reception by any Property Owner.

20. NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot or property, nor shall

anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other owners. There shall not be maintained any plants or animals, or any devices or things of any sort whose normal activities, or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No nuisance shall be permitted or maintained upon any portion of the property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. All pasture lands whether owned by the developer of individual property owners shall be maintained in such a manner as to provide weed free and lush pasture cover. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed. These restrictions shall not apply while a building is under construction; however, no materials when a dwelling is not under construction, no notification from The Association, the owner shall take immediate steps to correct the violation. The Association shall have the right to take appropriate actions to alleviate noxious or offensive activity and to charge the Property Owner for the costs of such actions. There shall be no hunting or discharge of firearms on any owners property of anywhere within the subdivision boundaries.

22. SIGNS. No signs of any kind shall be displayed to the public view on any lot except (a) one sign of not more than five square feet advertising the property for sale or rent, or such other dimension approved by the Homeowners Association, and (b) any and all signs used by Developer in connection with developing and advertising lots for sale.

23. UTILITY CABLES. All electric, telephone, and TV cables shall be placed underground.

24. DRILLING OR MINING OPERATIONS. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations, or shafts, be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

25. THE DEVELOPER reserves the right unto itself, its heirs and assigns, to relocate, open or close streets shown on the recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension and location of lots; provided, however, that no such revision shall adversely

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affect the overall subdivision plan and that no revision shall adversely affect any lot value, and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the street of the subdivision, and provided, further, that no lot shall have any area less than 3.0 acres.

26. THE ASSOCIATION or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed. Failure to do so enforce shall not be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants or restrictions shall in no way affect any other provision, which shall remain in full force and effect.

27. DURATION, AMENDMENT AND TERMINATION. Except as otherwise provided herein, the covenants and restrictions contained herein shall run with and bind the land for a period of twenty (20) years from the date hereof, after which time they shall automatically extend for successive periods of twenty (20) years. These restrictions may be amended by instrument signed by not less than 75% of the lot owners.

Declarant reserves the right to amend this Declaration from time to time without joinder of any of the owners for the following purposes:

(a) To clarify the meaning of or to correct clerical errors in the Declaration;

(b) To correct grammar, spelling, capitalization and other matter of syntax; and

(c) To modify the provision of the Declaration in order to comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association so that subdivision approval may be obtained from FHMA and FHLMC.


28. WAIVER. No provision in these restriction shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

29. LIBERAL CONSTRUCTION. The provision of this Declaration shall be construed liberally to effectuate its purpose of creating a subdivision of fee simple ownership of lots and buildings governed and controlled by rules, regulations, restriction, covenants, condition, reservations and easements administered by the association with each Owner entitled to an burdened with the rights and easements equivalent to those of other Owners.

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30. CAPTIONS. The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these restrictions. As used herein, the singular includes the plural and where there is more than one owner of lot, said owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, reference to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.


IN WITNESS WHEREOF, the undersigned, being an officer for the Developer herein, has hereunto set his hand and seal this 17th day of March, 1996.


NEW TOWN ROAD PARTNERSHIP
GENERAL PARTNER
TITLE OF OFFICER

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, David H. Bock, a Notary Public for the County of Union, State of North Carolina, do hereby certify that I saw Robert Howard A. G. Baker, the within named Developer and Officer of NEW TOWN ROAD PARTNERSHIP, who personally appeared before me, sign, seal and as his/her act and deed, deliver the within written document.

Witness my hand and official seal, this the 5th day of March, 1996.


David H. Bock
Notary Public

My Commission expires: 11-3-2000

The foregoing certificate(s) of David H. Bock, Notary Public for Union, NC is/are correct.

is/are certified to be correct. This Declaration and certificate are duly registered at the office of the first page hereof.

Judy G. Piles BY: 8 Mary B. Piles
Register of Deeds
Union County, NC
Assistant

PK 307696715

Wb

Filed for record
Date 5-22-2003
Time 12:15 - 5:00 PM
JIM G. HICK, Register of Deeds
Union County, North Carolina

24336

Union Bank & Trust

STATE OF NORTH CAROLINA) AMENDMENT TO DECLARATION
) OF
COUNTY OF UNION) COVENANTS, RESTRICTIONS AND
) EASEMENTS - OAK GROVE FARM
) SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for OAK GROVE FARM SUBDIVISION ("Amendment") is made and entered into as of the 22nd day of May, 2003, by and among the OAK GROVE FARM HOMEOWNERS ASSOCIATION, INCORPORATED (the "Association"), a nonprofit corporation organized under the laws of the State of North Carolina, and certain owners of lots located within OAK GROVE FARM SUBDIVISION who, by reason of such ownership, are members of the Association (hereinafter called the "Owners"). The Owners of the lots within the OAK GROVE FARM SUBDIVISION who are joining in the execution of this Amendment are listed on Exhibit "A" attached hereto and incorporated herein by reference, and they have, jointly and severally, joined in the execution of this Amendment for the reasons set out in the recitals below.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Restrictions and Easements (the "Declaration") was filed with respect to OAK GROVE FARM SUBDIVISION, Union County, North Carolina, on the 11 day of April, 1996, in Deed Book 859, Page 248, Union County Public Registry; and

WHEREAS, it is the desire of the Association and the Owners signing this Amendment to upgrade the Covenants, Restrictions and Easements applicable to the real property located within the OAK GROVE FARM SUBDIVISION and to continuously provide for the orderly and desirable development of the real property subject to the Declaration; and

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WHEREAS, it is the desire of the parties hereto to more clearly define and expand upon certain uses and restrictions applicable to the real property within the OAK GROVE FARM SUBDIVISION, and they have joined in the execution of this Amendment for that additional purpose.

NOW, THEREFORE, the Association and the Owners joining in the execution of this Amendment, in consideration of the premises and the good and valuable consideration to be gained herefrom, do hereby declare that the Declaration of Covenants, Restrictions and Easements applicable to OAK GROVE FARM SUBDIVISION shall hereafter be amended, and that the Declaration of Covenants, Restrictions and Easements, as amended, shall run with the land and shall apply to all conveyances of the real property subject to the same.

AMENDMENT NO.1

ARTICLE II, SECTION 3 shall be amended by deleting the present Article II, Section 3, in its entirety, and by substituting in the place thereof, the following:

3. Architectural Review. No construction, reconstruction, alteration or addition to the exterior of any structure, building, fence, wall, road, driveway or improvement of any nature, including landscaping of a substantial lot area, shall be commenced without obtaining the prior written approval of the Architectural Review Board (the "ARB") as to location, plans and specifications. The ARB shall be the sole arbiter of such plans and may withhold approval for failure to comply with the Oak Grove Farm covenants, including aesthetic considerations. Upon giving approval, construction shall be started and pursued to completion promptly and in strict conformity with such plans. In the event the ARB fails to approve or disapprove such plans and specifications within ten (10) days, approval will not, thereafter, be required, and this Section will be deemed to have been fully complied with.

AMENDMENT NO. 2

ARTICLE II, SECTION 9 shall be amended by deleting the present Article II, Section 9, in its entirety, and by substituting in the place thereof, the following:

9. Garages. All residences shall have a minimum of a two-car attached garage which shall be "side loaded," unless the lot is of an unusual shape or a unique architectural style requiring a different type of garage. The ARB shall have the sole authority and discretion to determine whether the lot is of an unusual shape or whether a proposed structure is of such a unique architectural style that a garage other than a "side loaded" garage will be approved. Provided, all garages existing on the date hereof shall be deemed to have been approved and in compliance with this Declaration.

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AMENDMENT NO. 3

ARTICLE II, SECTION 10 shall be amended by deleting the present Article II, Section 10, in its entirety, and by substituting in the place thereof, the following:

10. Accessory Buildings and Barns. Each lot is entitled to have no more than one (1) accessory building and no more than one (1) barn. An accessory building is defined as an additional building or structure not structurally attached to the principal residence other than barns (as defined hereinbelow). Thus, buildings such as secondary garages, workshops, gate houses and pool houses are accessory structures. No accessory garages with single garage doors exceeding 10 feet in width or 9 feet in height or double garage doors may be visible from Rosehill Drive or an adjoining Oak Grove Farm residence. All accessory structures shall be architecturally compatible with the principal residence on the lot and built of the same materials. Accessory structures shall not exceed the principal residence in height and shall not exceed 1,250 square feet, based upon the building's foot print. Accessory buildings cannot under any circumstances be utilized as rental property. A barn is defined as a building which is currently or potentially could be used to house horses/ponies. Each lot can have a barn of up to a maximum of 1,750 square feet-foot print. No barn shall have a roof line that exceeds 25 feet in height at any point from ground level. All barns shall be located to the rear of the lot (behind the principal residence) and a minimum of 260 feet from an existing principal residence on all adjacent lots. Barns are considered agricultural buildings by Union County and shall be constructed in accordance with the Union County building code. The location of a barn shall also take into consideration the surrounding recreational amenities, if any. Barns must be located behind the back corners of the main residence and must be a minimum of 100 feet from the owner's principal residence. Barns are for the sole use of each resident and no commercial boarding shall be permitted.

AMENDMENT NO. 4

ARTICLE II, SECTION 14 shall be amended by deleting the present Article II, Section 14, in its entirety, and by substituting in the place thereof, the following:

14. Fencing. All fencing, including walls, whether facing county-maintained roads or interior to the property, must be approved by the ARB. The intent of these fencing restrictions is to provide for uniformity, compatibility, and continuity and to strictly prohibit the pasturing of horses and other livestock in the front yard of any improved lot. An improved lot is defined as a lot containing a principal dwelling structure, whether completed or under construction and/or occupied or unoccupied. No fence or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, or wall is situated. No fence shall be constructed of any material other than wood, 3 or 4 rectangular rail heavy duty Farm & Ranch PVC, aluminum, stone, wrought iron, or brick, nor finished in anything other than a natural or stained finish. Chain link, rope, steel tubing, stockade, high tension, and post and wire fences shall not be erected on any lot. When approved by the

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ARB, wire fencing may be attached to the interior of the above approved fencing to contain animals and livestock. Fencing that is located in the front yard area of the principal dwelling structure on a lot must be of ornamental styling such as wrought iron, brick, stone, or a combination thereof. The term "front yard" shall mean that area in the front of the principal dwelling structure on each lot beginning with the front corners of each such dwelling and which runs perpendicular to Rosehill Drive. Pasture fencing shall not be placed in the front yard area. Pasture fencing is permitted in one (1) side yard only. For purposes of these provisions, the term "side yard" shall mean that area on either side of the front yard as defined above. The ARB shall be authorized to approve pasture fencing in one (1) side yard area only. Pasture fencing shall not be placed in the front yard of any lot. If anyone owning a lot upon which a principal dwelling structure has not yet been constructed may fence it in for pasture use. All pasture fencing must be set back a minimum of 30 feet from the center of Rosehill Drive.

AMENDMENT NO. 5

ARTICLE II, SECTION 18 shall be amended by deleting the present Article II, Section 18, in its entirety, and by substituting in the place thereof, the following:

18. Other Buildings and Vehicles. No recreation or commercial vehicle (excluding pickup trucks and vehicles qualifying as "sport utility vehicles") and including but not limited to campers, commercial vehicles, dune buggies, boats, snowmobiles or motorcycles may be parked such that they can be seen from Rosehill Drive. No wrecked, unlicensed, junked, or abandoned vehicle shall be placed on any lot, unless completely housed inside a garage or barn so as not to be visible from a street or any adjacent lot. Additional licensed vehicles may be parked on driveway pads or auxiliary driveways. Horse trailers are permitted on an auxiliary driveway or parked next to a barn. Terrain vehicles, regardless of whether the same shall have three (3) or more wheels, or "dirt bikes," shall not be operated on any of the common areas or streets within the development, regardless of use intended (e.g., recreational, landscaping, work hauling or spraying), and are permitted only on a resident's own lot. Such terrain vehicles may be used for maintenance but not recreational purposes and may not cause a disturbance to other Owners at any time. No motorcycles may be operated in the development unless the same are fully licensed under North Carolina law. No "shell home" shall be erected or allowed to remain on any lot at any time.

AMENDMENT NO. 6

ARTICLE II, SECTION 24 shall be amended by deleting the present Article II, Section 24, in its entirety, and by substituting in the place thereof, the following:

24. Drilling or Mining Operations. No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the property at any time, nor shall oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well

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upon, in or under said property. No oil drilling, oil development operations, oil refining, mining quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the subdivision property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon any lot. Propane tanks for residential use are permitted as long as buried, landscaped or screened appropriately with such materials that match the principal residence. Irrigation wells are permitted on lots for the purpose of irrigation and supplying water to pools and livestock.

AMENDMENT NO. 7

ARTICLE II, SECTION 28 shall be amended by adding the following paragraph at the end thereof:

Within ninety (90) days of the recording of this Amendment in the Union County Public Registry, the ARB shall inspect plans submitted by the Homeowners for each existing fence, accessory building and barn located on the subdivision lots, and shall, by written notice to the Owner(s), either approve or disapprove of each such structure in view of the provisions of this Amendment. In the event of the disapproval of any such structure, the ARB shall specifically set forth, in writing, its reason(s) for such disapproval and shall extend to the Owner(s) every reasonable opportunity to comply with the ARB's request(s) for corrective action.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for OAK GROVE FARM SUBDIVISION, Union County, North Carolina, as of the date and year first above written.

OAK GROVE FARM HOMEOWNERS ASSOCIATION,
INCORPORATED

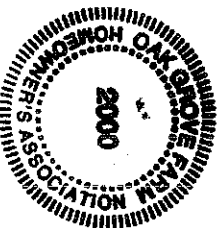
By: *Robert C. Clark*
President

ATTESTED by:

Richard B. Helms Jr.
Secretary

(CORPORATE SEAL)

SEE ATTACHMENTS "A" AND "B" FOR THE NAMES
AND ADDRESSES OF THE LOT OWNERS WITHIN
OAK GROVE FARM SUBDIVISION WHO ARE
SIGNING THIS AMENDMENT, SUCH ATTACH-
MENTS BEING INCORPORATED HEREIN BY
REFERENCE



SK 30769720

STATE OF NORTH CAROLINA
COUNTY OF UNION

ACKNOWLEDGMENT OF
CORPORATE SECRETARY

I, RICHARD B. HELMS, SR., Corporate Secretary for Oak Grove Farm Homeowners Association, Incorporated, certify that ROBERT C. MERSCH personally came before me this day and acknowledged that he is the President of Oak Grove Farm Homeowners Association, Incorporated, a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

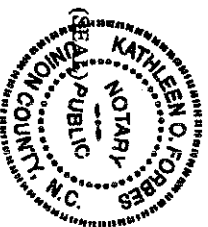
Witness my hand and seal, this the 22 day of May, 2003.

Richard B. Helms Sr. (SEAL)
RICHARD B. HELMS, SR.

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, KATHLEEN O. FORBES, a Notary Public of the State aforesaid, certify that RICHARD B. HELMS, SR. personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of May, 2003.

Kathleen O. Forbes
Notary Public



My commission expires: Dec. 17, 2007

NOTARY PUBLIC, STATE OF NORTH CAROLINA
The foregoing certification is of
Kathleen O. Forbes
K.O. Forbes
to be correct. Notary Public
JUDY G. PRICE, REGISTER OF DEEDS
BY Mary G. Smith
ASST/REG

EX 3076 PG 721

ATTACHMENT "A"

Lot # _____ Name and Signature

1

Stuart McDonald

(SEAL)

Debra McDonald

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Julie H. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that STUART and DEBRA McDONALD, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 22 day of April, 2003.

Julie H. Richardson
Notary Public

My commission expires: 7/19/04

(SEAL)

Lot # _____ Name and Signature

2

Steve Walker

(SEAL)

Jimmie Walker

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that STEVE and JIMMIE WALKER, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

Notary Public

(SEAL)

My commission expires: 1/1

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Lot # _____ Name and Signature _____

3

Richard B. Helms, Sr. (SEAL)
Richard B. Helms, Sr.

Patricia Ann Helms (SEAL)
Patricia Ann Helms

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Juella B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that RICHARD B. SR. and PATRICIA ANN HELMS, INDIVIDUALLY, personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 30th day of April, 2003.

(SEAL)

Juella B. Richardson
Notary Public

My commission expires: 7/12/04

Lot # _____

Name and Signature _____

4

Shawn McClain (SEAL)
Shawn McClain

Deborah McClain (SEAL)
Deborah McClain

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Juella B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that SHAWN and DEBORAH MCCLAIN, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 30th day of April, 2003.

Juella B. Richardson
Notary Public

My commission expires: 7/12/04

SK 3076 PG 723

Lot #

Name and Signature

5

Shawn McClain (SEAL)
Shawn McClain

Deborah McClain (SEAL)
Deborah McClain

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Juicey H. Richardson, the undersigned, a Notary Public of the County and State aforesaid, certify that SHAWN and DEBORAH MCCLAIN, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of May, 2003.

Juicey H. Richardson
Notary Public

My commission expires: 7/17/04

Lot #

Name and Signature

6

Richard Clark (SEAL)
Richard Clark

Heather Clark (SEAL)
Heather Clark

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Juicey H. Richardson, the undersigned, a Notary Public of the County and State aforesaid, certify that RICHARD and HEATHER CLARK, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of May, 2003.

Juicey H. Richardson
Notary Public

My commission expires: 7/17/04

RK 3076 PG 724

Lot # _____ Name and Signature

7

Chris Walling

(SEAL)

Chris Walling
Chris Walling (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, *Jessie B. Richardson*, the undersigned, a Notary Public of the County and State aforesaid, certify that CHRIS and JURHEE WALLING, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this

02 day of May 2003.

Jessie B. Richardson
Notary Public

My commission expires: 7/10/04

(SEAL)

Lot # _____

Name and Signature

8

William Norman

(SEAL)

Pat Norman

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, *Jessie B. Richardson*, the undersigned, a Notary Public of the County and State aforesaid, certify that WILLIAM and PAT NORMAN, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this

22 day of April 2003.

Jessie B. Richardson
Notary Public

My commission expires: 7/10/04

(SEAL)

BK 3076 PG 725

Lot # _____ Name and Signature _____

9 _____ (SEAL)
Charlie Saylor

Lee Ann Saylor (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHARLIE and LEE ANN SAYLOR, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this _____ day of _____ 2003.

Notary Public
(SEAL)
My commission expires: 11

Lot # _____ Name and Signature _____

10 _____ (SEAL)
Skip Hargett

Trina Hargett (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that SKIP and TRINA HARGETT, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
_____ day of _____ 2003.

Juella B. Richardson
Notary Public

My commission expires: 7/19/04



9K 3076 PG 726

Lot # _____ Name and Signature _____

11 _____ (SEAL)
Doug Pentek

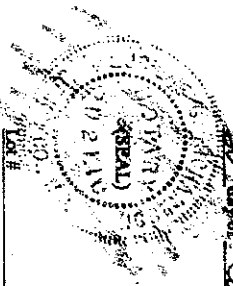
Friday Pentek (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Shirley H. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that DOUG and FRIDAY PENTEK, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
____ day of April, 2003.

Shirley H. Richardson
Notary Public

My commission expires 7/10/04



Name and Signature

12 _____ (SEAL)
Chris Griffin

Ashlea Griffin (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHRIS and ASHLEA GRIFFIN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

Notary Public
(SEAL)

My commission expires: 1/1

PK 3076 PG 727

Lot # _____ Name and Signature _____

13 _____ (SEAL)
Chris Griffin

Ashra Griffin (SEAL)
Ashra Griffin

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jessie B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHRIS and ASHRA GRIFFIN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
22nd day of April 2003.

Jessie B. Richardson
Notary Public

My commission expires: 7/19/04

Lot # _____ Name and Signature _____

14 _____ (SEAL)
Ron Fessler

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that RON FESSLER, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____ 2003.

Notary Public

(SEAL)

My commission expires: / /

PK 3076 PG 728

Lot # _____ Name and Signature

15 Steve Fussy (SEAL)
Steve Fussy

Steve Fussy (SEAL)
Steve Fussy

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jucille H. Richardson, the undersigned, a Notary Public of the County and State
attested, certify that STEVE and JANE FUSSY, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
22 day of April 2003.

Jucille H. Richardson
Notary Public

My commission expires: 7/19/04

Lot # _____ Name and Signature

16 Mike Cohn (SEAL)
Mike Cohn

Estrella Cohn (SEAL)
Estrella Cohn

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jucille H. Richardson, the undersigned, a Notary Public of the County and State
attested, certify that MIKE and ESTRELLA COHN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
22 day of April 2003.

Jucille H. Richardson
Notary Public

My commission expires: 7/19/04

BK 3076 PG 729

Lot # _____ Name and Signature _____

17 _____ (SEAL)
Jerry Stone

Melanie Stone (SEAL)
Melanie Stone

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Judith B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that JERRY and MELANIE STONE, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
28 day of April 2003.

Judith B. Richardson
Notary Public

My commission expires: 7/10/04

(SEAL)
Lot # _____ Name and Signature _____

18 _____ (SEAL)
Ron Fessler
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that RON FESSLER, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____ 2003.

Notary Public
(SEAL)
My commission expires: 1/1/

RK 3076P5730

Lot # _____ Name and Signature _____

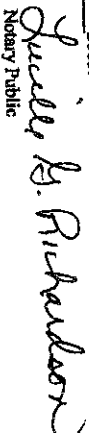
19


Russell Stockhausen (SEAL)


Elizabeth Stockhausen (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jucille B. Richardson the undersigned, a Notary Public of the County and State
aforesaid, certify that RUSSELL and ELIZABETH STOCKHAUSEN, INDIVIDUALLY, personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 23 day of April 2003.


Jucille B. Richardson
Notary Public

(SEAL)

My commission expires: 7/19/04

Lot # _____ Name and Signature _____

20


Sheridan Thomas (SEAL)


Margaret Thomas (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____ the undersigned, a Notary Public of the County and State
aforesaid, certify that SHERIDAN and MARGARET THOMAS, INDIVIDUALLY, personally appeared before
me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this _____ day of _____ 2003.

(SEAL) Notary Public
My commission expires: 1/1

EX 3076 PG 731

Lot # _____ Name and Signature _____

21

Robert Mersch (SEAL)
Robert Mersch

Susan Mersch (SEAL)
Susan Mersch

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, *Juella B. Richardson*, the undersigned, a Notary Public of the County and State
aforesaid, certify that ROBERT and SUSAN MERSCH, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
22 day of April, 2003.

Juella B. Richardson
Notary Public

My commission expires: 7/19/04

Lot # _____ Name and Signature _____

22

John LaTour (SEAL)
John LaTour

Melissa LaTour (SEAL)
Melissa LaTour

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, *Juella B. Richardson*, the undersigned, a Notary Public of the County and State
aforesaid, certify that JOHN and MELISSA LATOUR, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
22 day of April, 2003.

Juella B. Richardson
Notary Public

My commission expires: 7/19/04

Lot #

PK 3076PG 732
Name and Signature

23

Mike Weiss (SEAL)
Mike Weiss

Lynn Weiss (SEAL)
Lynn Weiss

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jucille B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that MIKE and LYNN WEISS, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
20th day of April 2003.

Jucille B. Richardson
Notary Public

My commission expires: 7/19/04

(SEAL)

Lot #

Name and Signature

24

Mario Sanz (SEAL)
Mario Sanz

Greta Sanz (SEAL)
Greta Sanz

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Jucille B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that MARIO and GRET A SAINZ, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
20th day of April 2003.

Jucille B. Richardson
Notary Public

My commission expires: 7/19/04

(SEAL)

RK 3076 PG 733

Lot # _____ Name and Signature _____

25

Kurt Schubert (SEAL)

Kurt Schubert

Clyda Schubert (SEAL)

Clyda Schubert

STATE OF NORTH CAROLINA, COUNTY OF UNION,

L. S. RICHARDSON, the undersigned, a Notary Public of the County and State
aforesaid, certify that KURT and CLYDA SCHUBERT, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
5th day of May, 2003.

Notary Public L. S. Richardson

My commission expires: 8/09/04

Lot # _____

Name and Signature _____

26

Scott Trease (SEAL)

Scott Trease

Lisa Trease (SEAL)

Lisa Trease

STATE OF NORTH CAROLINA, COUNTY OF UNION,

Juilee H. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that SCOTT and LISA TREASE, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
5th day of May, 2003.

Juilee H. Richardson

Notary Public

My commission expires: 7/10/04

BK 3076 PG 734

Lot # _____ Name and Signature

27

Ken Smith

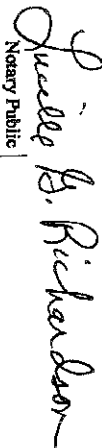
 (SEAL)

Janice Smith

 (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Juella B. Richardson, the undersigned, a Notary Public of the County and State
aforesaid, certify that KEN and JANICE SMITH, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
30th day of April 2003.


Juella B. Richardson
Notary Public

My commission expires: 7/10/04

Drawn By AUB MAIL TO:
WEAVER, BENNETT & BLAND, P.A. (FLW)
P.O. BOX 2570
MATTHEWS, NC 28106

EX 3143PG002

WHEREAS, it is the desire of the parties hereto to more clearly define and expand upon certain uses and restrictions applicable to the real property within the OAK GROVE FARM SUBDIVISION, and they have joined in the execution of this Amendment for that additional purpose.

NOW, THEREFORE, the Association and the Owners joining in the execution of this Amendment, in consideration of the premises and the good and valuable consideration to be gained herefrom, do hereby declare that the Declaration of Covenants, Restrictions and Easements applicable to OAK GROVE FARM SUBDIVISION shall hereafter be amended, and that the Declaration of Covenants, Restrictions and Easements, as amended, shall run with the land and shall apply to all conveyances of the real property subject to the same.

AMENDMENT TO ARTICLE II

ARTICLE II, SECTION 10, shall be amended by deleting the present Article II, Section 10, in its entirety, and by substituting in the place thereof, the following:

10. Accessory Buildings and Barns. Each lot is entitled to have no more than one (1) accessory building and no more than one (1) barn. An accessory building is defined as an additional building or structure not structurally attached to the principal residence other than barns (as defined below). Thus, buildings such as secondary garages, workshops, gatehouses and pool houses are accessory structures. Accessory buildings cannot under any circumstances be utilized as rental property. Plans for accessory buildings and garages must be submitted to the ARB for approval, and no construction shall commence without the prior written approval of the ARB. Upon approval, construction shall be pursued to completion promptly and in conformity with such plans. All accessory structures shall be architecturally compatible with the principal residence on the lot and built of the same materials. Accessory structures shall not exceed the principal residence in height and shall not exceed a 1,250 square feet - footprint, where a footprint is defined as interior space as measured from inside the exterior supporting walls. Accessory garages having single garage doors exceeding 10 feet in width or 9 feet in height or having double garage doors will only be allowed if such doors are screened by architectural design or with approved landscaping to limit visibility of such doors from Rosehill Drive or an adjoining Rosehill Drive residence. The ARB shall be the sole arbiter of all architectural design plans, landscaping plans, accessory building plans and barn plans and may withhold approval for failure to comply with these covenants, including purely aesthetic considerations. A barn is defined as a building which is currently or potentially could be used to house horses/ponies. Each lot can have a barn of up to a maximum of 1,750 square feet - footprint, where footprint is defined as interior space as measured from inside the exterior supporting walls. No barn shall have a roofline that exceeds 25 feet in height at any point from ground level. All barns shall be located to the rear of the lot (behind the principal residence) and a minimum of 260 feet from an existing principal residence on all adjacent lots. Barns must also be located behind the back corners of the main residence and must be a minimum of 100 feet from the owner's principal residence. The location of the barn shall also take into consideration the surrounding recreational amenities, if any. Barns are considered agricultural

buildings by Union County and shall be constructed in accordance with the Union County building code. Barns are for the sole use of each resident and no commercial boarding shall be permitted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this
AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS for OAK GROVE FARM SUBDIVISION, Union County, North Carolina, as of
the date and year first above written.

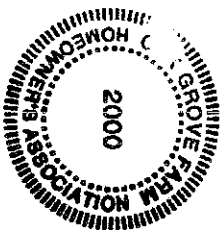
OAK GROVE FARM HOMEOWNERS ASSOCIATION,
INCORPORATED

By: [Signature]
President

ATTESTED by:

[Signature]
Secretary

(CORPORATE SEAL)



SEE ATTACHMENTS "A" AND "B" FOR THE NAMES
AND ADDRESSES OF THE LOT OWNERS WITHIN
OAK GROVE FARM SUBDIVISION WHO ARE
SIGNING THIS AMENDMENT, SUCH ATTACH-
MENTS BEING INCORPORATED HEREIN BY
REFERENCE

NORTH CAROLINA-UNION COUNTY
The foregoing certificate(s) of
Danielle R. McElanally
Danielle M. Sanders
M. B. Smith
Tracy A. Goetz

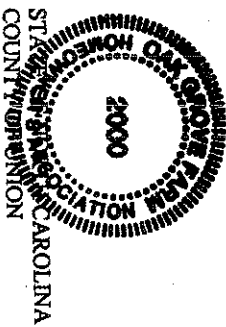
Notary Public
to be certified
JUDY G. PRICE, REGISTER OF DEEDS
BY: Mou B. Nutter
ASSISTANT

STATE OF NORTH CAROLINA
COUNTY OF UNION

ACKNOWLEDGEMENT OF
CORPORATE SECRETARY

I, Trina Hargett, Corporate Secretary for Oak Grove Farm Homeowners Association, Inc., certify that Scott P. Trease personally came before me this day and acknowledged that he is the President of Oak Grove Farm Homeowners Association, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and seal, this the 26 day of June, 2003.



Trina Hargett (SEAL)
Trina Hargett

I, Danielle McElanery, a Notary Public of the State aforesaid, certify that Trina Hargett personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of June, 2003.

ID used - NCOL-1877664

Danielle McElanery
Notary Public

My commission expires: 7/26/03

ATTACHMENT "A"

Name and Signature


Debra McDonald (SEAL)

Debra McDonald (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Anette M. Henderson, the undersigned, a Notary Public of the County and State
aforesaid, certify that STUART and DEBRA MCDONALD, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 20 day of June, 2003.

Notary Public

Anette M. Henderson

(SEAL)

My commission expires: 8/9/2007

Lot # _____ Name and Signature

2 _____ (SEAL)

Steve Walker

_____ (SEAL)

Jimmie Walker

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that STEVE and JIMMIE WALKER, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

Notary Public

(SEAL)

My commission expires: / /

ATTACHMENT "A"

Lot # _____ Name and Signature _____

1 _____ (SEAL)

Stuart McDonald

Debra McDonald (SEAL)
Debra McDonald

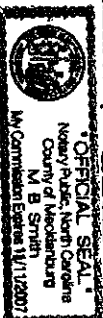
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that STUART and DEBRA McDONALD, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 24 day of JUNE, 2003.

Notary Public

MBSC

My commission expires 11/11/2007



Name and Signature _____

2 _____ (SEAL)

Steve Walker

_____ (SEAL)

Jimmie Walker

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that STEVE and JIMMIE WALKER, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

Notary Public

(SEAL)

My commission expires: 1/1

EX 3143 PG 007

Lot # _____ Name and Signature _____

3 _____ (SEAL)
Richard B. Helms, Sr.

Patricia Ann Helms (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that **RICHARD B. SR and PATRICIA ANN HELMS, INDIVIDUALLY**, personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official
stamp or seal, this _____ day of _____, 2003.

Notary Public
(SEAL)
My commission expires: 1/1 _____

Lot # _____ Name and Signature _____

4 _____ (SEAL)
Shawn McClain

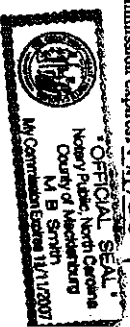
Deborah McClain (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, **MB SMITH**, the undersigned, a Notary Public of the County and State
aforesaid, certify that **SHAWN and DEBORAH MCCLAIN, INDIVIDUALLY**, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 5th day of JUNE, 2003.

Notary Public **MB SC**
(SEAL)

My commission expires 1/11/2007



Lot # _____ Name and Signature _____

5

Shawn McClain

[Signature] (SEAL)

Deborah McClain (SEAL)
Deborah McClain

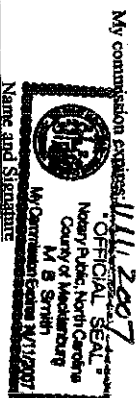
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that SHAWN and DEBORAH MCCLAIN, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 15th day of JUNE, 2003.

Notary Public

LB SCP

(SEAL)



Name and Signature

6

[Signature] (SEAL)
Richard Clark

Heather Clark

(SEAL)

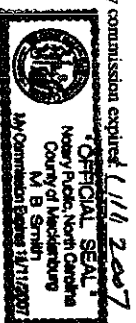
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that RICHARD and HEATHER CLARK, INDIVIDUALLY, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 15th day of JUNE, 2003.

Notary Public

LB SCP

(SEAL)



Lot # _____ Name and Signature _____

5 _____ (SEAL)
Shawn McClain

Deborah McClain (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that **SHAWN and DEBORAH MCCLAIN, INDIVIDUALLY**, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this _____ day of _____, 2003.

(SEAL)
Notary Public
My commission expires: 1/1

Lot # _____ Name and Signature _____

6 _____ (SEAL)
Richard Clark

Heather Clark (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, **Anette M. Henderson**, the undersigned, a Notary Public of the County and State
aforesaid, certify that ~~Richard and~~ **HEATHER CLARK, INDIVIDUALLY**, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this 27th day of June, 2003.

Notary Public Anette M. Henderson
My commission expires: 8/9/2007



EX 3143 PC 010

Lot # _____ Name and Signature

7 Chris Walling (SEAL)

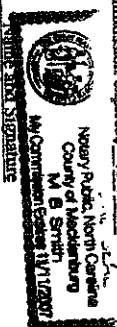
Chris Walling (SEAL)
Juror Walling

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHRIS and JURNEE WALLING, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE 2003.

Notary Public MB SLD

My commission expires 11/11/2007



Lot # _____

8 William Norman (SEAL)

William Norman (SEAL)
Pat Norman

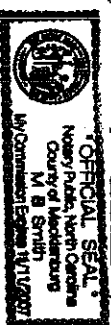
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that WILLIAM and PAT NORMAN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE 2003.

Notary Public MB SLD

(SEAL)

My commission expires 11/11/2007



Lot # _____ Name and Signature _____

9 _____ (SEAL)
Charlie Saylor

Lee Ann Saylor (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHARLIE and LEE ANN SAYLOR, INDIVIDUALLY, personally appeared before me
this day of _____, 2003, and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal.

(SEAL) Notary Public
My commission expires: 1/1/____

Lot # _____ Name and Signature _____

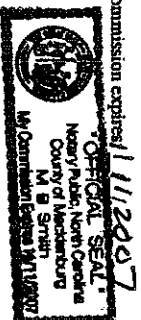
10 _____ (SEAL)
Skip Hargett
Skip Hargett

Trina Hargett (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that SKIP and TRINA HARGETT, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE, 2003.

(SEAL) Notary Public
18520



Lot # _____ Name and Signature

11 Doug Penick (SEAL)
Doug Penick

Friday Penick (SEAL)
Friday Penick

STATE OF NORTH CAROLINA, COUNTY OF UNION,

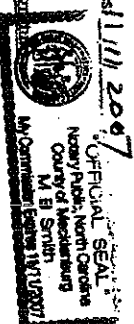
I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that DOUG and FRIDAY PENICK, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
1st day of JUNE, 2003.

Notary Public

MBSC

(SEAL)

My commission expires 1/11/2007



Lot # _____

Name and Signature

12 Chris Griffin (SEAL)
Chris Griffin

Ashea Griffin

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHRIS and ASHEA GRIFFIN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
____ day of _____, 2003.

Notary Public

(SEAL)

My commission expires: 1/1

Lot # _____ Name and Signature _____

11 _____ (SEAL)
Doug Penick

Friday Penick (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that **DOUG and FRIDAY PENTICK, INDIVIDUALLY**, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____ 2003.

(SEAL)
Notary Public
My commission expires: 1/1

Lot # _____ Name and Signature _____

12 _____ (SEAL)

Chris Griffin


Ashlea Griffin (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Shawn Blagie, the undersigned, a Notary Public of the County and State
aforesaid, certify that **CHRIS and ASHLEA GRIFFIN, INDIVIDUALLY**, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
26th day of June 2003.

(SEAL)
Notary Public Shawn Blagie
My commission expires: 1/13 2007

Lot # _____ Name and Signature _____

13 _____ (SEAL)
Chris Griffin

_____ (SEAL)
Ashlea Griffin

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Bryanne Haege, the undersigned, a Notary Public of the County and State
aforesaid, certify that CHRIS and ASHLEA GRIFFIN, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
26th day of JUNE, 2003.

(SEAL)

Notary Public Bryanne Haege
My commission expires: 1/26/2007

Lot # _____ Name and Signature _____

14 _____ (SEAL)
Ron Fessler

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that RON FESSLER, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

(SEAL) _____
Notary Public
My commission expires: 1/1/

3K3143 PG015

Lot # _____ Name and Signature _____

(SEAL)

15

State Party _____

(SEAL)

Jane Pusey _____

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State aforesaid, certify that STEVE and JANE PUSEY, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2003.

Notary Public

(SEAL)

My commission expires: 11 _____

Lot # _____ Name and Signature _____

(SEAL)

16

Mina Cobb _____

Estrella De la Cruz (SEAL)

Estrella Cobb

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Francine Oetzel, the undersigned, a Notary Public of the County and State aforesaid, certify that MINA and ESTRELLA COBB, INDIVIDUALLY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11 day of May, 2003.

Notary Public

(SEAL)

My commission expires: 12/30/05

Lot # _____ Name and Signature _____

15

Steve Fussy (SEAL)
Steve Fussy

Jane Fussy (SEAL)
Jane Fussy

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Anetta M. Hudson, the undersigned, a Notary Public of the County and State
aforesaid, certify that STEVE and JANE FUSSY, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
the day of March, 2003.

(SEAL)

Notary Public Anetta M. Hudson
My commission expires: 8/9/2007

Lot # _____

Name and Signature _____

16

Mike Cohn (SEAL)
Mike Cohn

Estrella Cohn (SEAL)
Estrella Cohn

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that MIKE and ESTRELLA COHN, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____, 2003.

Notary Public

(SEAL)

My commission expires: / /

Lot # _____ Name and Signature _____

17

Jerry Stone

(SEAL)

Melanie Stone (SEAL)
Melanie Stone

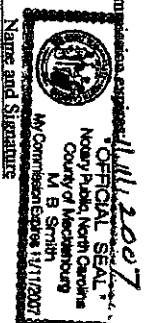
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB Smith the undersigned, a Notary Public of the County and State
aforesaid, certify that JERRY and MELANIE STONE, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE 2003.

(SEAL)

Notary Public

MB Smith



Name and Signature

18

Ron Fessler

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____ the undersigned, a Notary Public of the County and State
aforesaid, certify that RON FESSLER, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
day of _____ 2003.

Notary Public

(SEAL)

My commission expires: 1/1

Lot # _____ Name and Signature _____

19 _____ (SEAL)
Russell Stockhausen

Elizabeth Stockhausen (SEAL)
Elizabeth Stockhausen

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, Anthony H. Hudson, the undersigned, a Notary Public of the County and State
of North Carolina, do hereby certify that RUSSELL, and ELIZABETH STOCKHAUSEN, INDIVIDUALLY, personally appeared
before me this day of June and acknowledged the execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 19th day of June, 2003.

(SEAL)
Notary Public Anthony H. Hudson
My commission expires: 8/9/2004

Lot # _____ Name and Signature _____

20 _____ (SEAL)
Sheridan Thomas

Margaret Thomas (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, _____, the undersigned, a Notary Public of the County and State
aforesaid, certify that SHERIDAN and MARGARET THOMAS, INDIVIDUALLY, personally appeared before
me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this _____ day of _____, 2003.

(SEAL)
Notary Public
My commission expires: / /

Lot # _____ Name and Signature _____

21

Robert Mersch (SEAL)
Robert Mersch

Susan Mersch (SEAL)
Susan Mersch

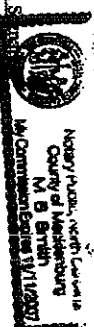
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that ROBERT and SUSAN MERSCH, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE, 2003.

(SEAL)

Notary Public MB SCO

My commission expires: 11/11/2007



Name and Signature _____

22

John LaTour (SEAL)
John LaTour

Melissa LaTour (SEAL)
Melissa LaTour

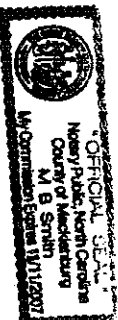
STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that JOHN and MELISSA LATOUR, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE, 2003.

(SEAL)

Notary Public MB SCO

My commission expires: 11/11/2007



SK 3143 PG 020

Lot # _____ Name and Signature _____

23

Mike Mess (SEAL)

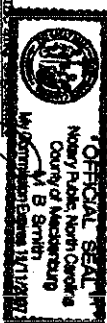
Lynn Mess (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that MIKE and LYNN MESS, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
1st day of JUNE, 2003.

Notary Public MB SCP

My commission expires: 11/11/2007



Lot # _____

24

Marie Sainz (SEAL)

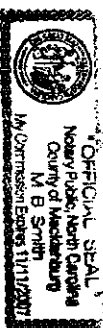
Greta Sainz (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that MARIO and GERTA SAINZ, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
1st day of JUNE, 2003.

Notary Public MB SCP

My commission expires: 11/11/2007



Lot # _____ Name and Signature _____

25

Kurt Schubert (SEAL)
Kurt Schubert

Clyda Schubert (SEAL)
Clyda Schubert

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that KURT and CLYDA SCHUBERT, INDIVIDUALLY, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
1st day of JUNE 2003.

Notary Public

MB SD

(SEAL)

My commission expires: 11/11/2007



Lot # _____

26

Scott Trease (SEAL)
Scott Trease

Lisa M. Trease (SEAL)
Lisa Trease

STATE OF NORTH CAROLINA, COUNTY OF UNION,

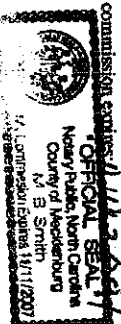
I, MB SMITH, the undersigned, a Notary Public of the County and State
aforesaid, certify that SCOTT and LISA TREASE, INDIVIDUALLY, personally appeared before me this day
and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
1st day of JUNE 2003.

Notary Public

MB SD

(SEAL)

My commission expires: 11/11/2007



PK 3143 PR 022

LA #

Name and Signature

27

Ken Smith

(SEAL)

Janice Smith

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION,

I, MB Smith, the undersigned, a Notary Public of the County and State
aforesaid, certify that KEN and JANICE SMITH, INDIVIDUALLY, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
15th day of JUNE, 2003.

Notary Public

MB SC

