

RECORDED

and

VERIFIED

828

BK749P6194

037463

Prepared by and mail to:

HOMESTEAD LAND & TIMBER COMPANY
6729 Fairview Road, Suite B
Charlotte, North Carolina 28210

Filed for record
Date 11-18-94
Time 9:12 clock A
BY G. PRICE, Register of Deeds
Union County, North Carolina

STATE OF NORTH CAROLINA

COUNTY OF UNION

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR POTTER DOWNS SUBDIVISION

WITNESSETH:

WHEREAS, HOMESTEAD LAND & TIMBER COMPANY, pursuant to a Development Agreement with Wade H. Howey, Jr. and wife Sharon W. Howey dated May 27, 1994, a memorandum of which is recorded in Book 717, Page 403 Union County Registry, filed a Declaration of Covenants and Restrictions for Potter Downs Subdivision (herein after called "Original Declaration") in Book 741, Page 422, Union County Public Registry which incorrectly identified Developer as fee simple owner of the property therein described and Developer wish to amend and restate the Original Declaration to supersede and replace the Original Declaration.

WHEREAS, Wade H. Howey, Jr. and wife Sharon W. Howey, herein called the "Declarant", are the fee simple owners of certain real property located in Union County, North Carolina, and desire to establish on a portion thereof a community consisting of 41 residential dwelling lots to be known as POTTER DOWNS and further desire that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Potter Downs Subdivision.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Potter Downs recorded in Plat Cabinet D, file 781 & 782, Union County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

BK749PG195

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.
2. Each residential unit shall contain a minimum of 1,800 square feet, of heated enclosed living area, exclusive of patios, porches, garages and unfinished and unheated basements. A two-story dwelling shall contain a minimum of 1000 square feet of enclosed, heated living area on the first (main entry level) floor if the garage is not attached; however, this area may be reduced to 800 square feet if the dwelling contains an attached two-car garage on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material, painting, driveway, and landscaping shall be completed within six (6) months thereafter.
3. No building shall be constructed nearer than twenty-five (25) feet to any side property line or fifty (50) feet to the front or rear property lines.
4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the subdivision.
5. No modular home, mobile home, house trailer or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.
The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in The North Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of off site manufactured roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

BK749P6196

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained, or veneered with wood, vinyl, brick, stone, or stucco. If wood, vinyl, or hardboard material is used, it shall consist of individual sections each of which shall be no wider than eighteen inches. No exposed concrete block is permitted. All chimneys must be made of brick, stone, stucco, or siding material. Roof pitch shall be a minimum ratio of 6:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12. No walls or fences shall be permitted between the front wall of a dwelling and the front property line. The driveway must be constructed of asphalt or concrete.
7. No animals or livestock of any description, except the usual household pets are permitted on any tract.
8. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.
9. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
10. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.
11. No junk, debris or trash shall be accumulated and/or stored on any tract.
12. Any satellite reception disk or device, above-ground swimming pool or outdoor clothes lines shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening material.
13. No tractor-trailer rigs, commercial trucks or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract.
14. No tract may be subdivided, provided that Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant, so long as the total number of tracts on a recorded plat is not increased.
15. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of

BK749PG197

constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities.

16. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.

17. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until October 1, 2004 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

18. Any damage caused by driveway connections or traffic from contractors or suppliers in relation to construction on said tract to a street shown on the plat, or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, shall be repaired at the expense of the owner of said tract. Except for a sign marking the entrance to Potter Downs Subdivision, the only sign permitted on any Tract is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address within Potter Downs Subdivision and which is placed within twenty (20) feet of a driveway entrance; provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed by realtors or by owners within twenty (20) feet of a driveway to advertise a tract for sale.

19. Except as otherwise specifically provided, the owner of each tract in Potter Downs by acceptance of a deed therefore by virtue of such ownership is deemed to covenant and agree to, and shall pay, an annual assessment to pay for the cost of maintaining and repairing the sign marking the entrance to Potter Downs and the landscaping surrounding the sign and any other designated common areas. Each owner of a tract subject to this assessment obligation shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The Declarant shall not be responsible for the cost to maintain the entry sign or landscaping, but may elect to pay such costs voluntarily.

20. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any

BK 749PG 198

proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

21. Zoning ordinances, restrictions and regulations of Union County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive provisions shall apply. The determination that any of these restrictions is invalid or unenforceable by judgment or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 15th day of November, 1994.

WADE H. HOWEY, JR.

SHARON W. HOWEY

Wade H. Howey Jr.
Sharon W. Howey

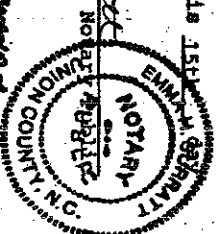
STATE OF NORTH CAROLINA
UNION
COUNTY OF NEWCASTLE

I, Emma H. Surratt, a Notary Public of the County and State aforesaid, certify that Wade H. Howey, Jr. and wife, Sharon W. Howey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 15th day of November, 1994.

My commission expires: 8/9/97

(NOTARIAL SEAL)



The foregoing certificate(s) of Emma H. Surratt, Notary Public, Union County, NC. have 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: Mary S. Nichols
Register of Deeds Assistant Deputy
Union County, NC

See Amended Restrictions BK 749 Pg 194 770 95
Amended 88, 89, 90, 91, 92, 93, 94, 95
RECORDED
and
VERIFIED
BY
SVR
BK 741 PG 422

Ryline JAM

Prepared by and mail to:

HOMESTEAD LAND & TIMBER COMPANY
6729 Fairview Road, Suite B
Charlotte, North Carolina 28210

Filed for record 10-6-94
Nov 20 1994
JUDY G. POOL, Register of Deeds
Union County, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR POTTER DOWNS SUBDIVISION

WITNESSETH:

WHEREAS, HOMESTEAD LAND & TIMBER COMPANY, herein called the "Declarant", is the fee simple owner of certain real property located in Union County, North Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as POTTER DOWNS and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Potter Downs subdivision.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Potter Downs recorded in Map Book D, Page 181 & 182, Union County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.

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BK 741 PG 4 23

2. Each residential unit shall contain a minimum of 1,800 square feet, of heated enclosed living area, exclusive of patios, porches, garages and unfinished and unheated basements. A two-story dwelling shall contain a minimum of 1000 square feet of enclosed, heated living area on the first (main entry level) floor if the garage is not attached; however, this area may be reduced to 900 square feet if the dwelling contains an attached two-car garage on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material, painting, driveway, and landscaping shall be completed within six (6) months thereafter.

3. No building shall be constructed nearer than twenty-five (25) feet to any side property line or fifty (50) feet to the front or rear property lines.

4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the subdivision.

5. No modular home, mobile home, house trailer or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in The North Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of off site manufactured roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained, or veneered with wood, vinyl, brick, stone, or stucco, if wood, vinyl, or hardboard material is used, it shall consist of individual sections each of which shall be no wider than eighteen inches. No exposed concrete block is permitted. All

BK 741 PG 424

chimneys must be made of brick, stone, stucco, or siding material. Roof pitch shall be a minimum ratio of 6:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12. No walls or fences shall be permitted between the front wall of a dwelling and the front property line. The driveway must be constructed of asphalt or concrete.

7. No animals or livestock of any description, except the usual household pets are permitted on any tract.

8. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

9. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

10. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

11. No junk, debris or trash shall be accumulated and/or stored on any tract.

12. Any satellite reception disk or device, above-ground swimming pool or outdoor clothes lines shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening material.

13. No tractor-trailer rigs, commercial trucks or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the Tract.

14. No tract may be subdivided; provided that Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant, so long as the total number of tracts on a recorded plat is not increased.

15. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities.

8K 741 PG 4 25

16. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.

17. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until October 1, 2004 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

18. Any damage caused by driveway connections or traffic from contractors or suppliers in relation to construction on said tract to a street shown on the plat, or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, shall be repaired at the expense of the owner of said tract. Except for a sign marking the entrance to Potter Downs Subdivision, the only sign permitted on any tract is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address within Potter Downs Subdivision and which is placed within twenty (20) feet of a driveway entrance) provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed by realtors or by owners within twenty (20) feet of a driveway to advertise a tract for sale.

19. Except as otherwise specifically provided, the owner of each tract in Potter Downs by acceptance of a deed therefore by virtue of such ownership is deemed to covenant and agree to, and shall pay, an annual assessment to pay for the cost of maintaining and repairing the sign marking the entrance to Potter Downs and the landscaping surrounding the sign and any other designated common areas. Each owner of a tract subject to this assessment obligation shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The Declarant shall not be responsible for the cost to maintain the entry sign or landscaping, but may elect to pay such costs voluntarily.

20. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

BK 741 PG 426

21. Zoning ordinances, restrictions and regulations of Union County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive provisions shall apply. The determination that any of these restrictions is invalid or unenforceable by judgement or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

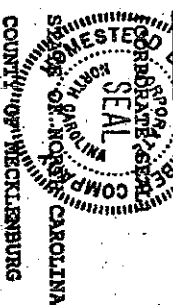
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 5th day of October, 1994.

Signed in the presence of:

ATTEST:

Notary Public
Notary Public

HOMESTEAD LAND & TIMBER COMPANY
By: Richard L. Price
E.V. President



I, G. H. Butler, a Notary Public of the County of Union, State of North Carolina, personally came before me this day and acknowledged that he is Asst. Secretary of Homestead Land & Timber Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its E.V. President, sealed with its corporate seal and attested by him as its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 5th day of October, 1994.

G. H. Butler
Notary Public

My commission expires: 9-9-98



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NORTH CAROLINA - Union County G. H. Butler

The foregoing certificate of G. H. Butler
Notary Public of North Carolina

is (are) certified to be correct. This instrument was presented for registration and recorded in this office as Book 741 Page 426
this 5th day of October, 1994 at 10:15 o'clock A. M.

JUDY G. PRICE, REGISTER OF DEEDS By: Judy G. Price Assistant

Prepared by and return to
J. Bennett Glass, P.A.
P.O. Box 1049
Morris, NC 28111-1049

BK 770 PG 095

RECORDED
and
VERIFIED
BCS

Prepared by: Richard J. Kline
Mail to: Post Office Box 1508

Davidson, North Carolina 28036

STATE OF NORTH CAROLINA
UNION COUNTY

SECOND AMENDMENT
TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR POTTER DOWNS

*Reference
to Bq*

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR POTTER DOWNS is made this 17 day of February,
1995 by Wade H. Howey, Jr. and wife, Sharon W. Howey
("Declarant").

W I T N E S S E T H

WHEREAS, a Declaration of Covenants and Restrictions for
Potter Downs Subdivision was recorded in Book 741 at Page 422
(the "Restrictions"); and

WHEREAS, Declarant has recorded an Amended and Restated
Declaration of Covenants and Restrictions for Potter Downs
Subdivision in Book 749 at Page 194 (the "Amended and Restated
Restrictions"); and **044443**

WHEREAS, Declarant wishes to amend the Amended and Restated
Restrictions to reduce the side yard building setback contained
in paragraph 3 thereof; and

WHEREAS, Declarant has sold four tracts within Potter Downs
Subdivision and the owners of said tracts have consented to this
Second Amendment.

NOW THEREFORE, Declarant hereby amends paragraph 3 of the
Amended and Restated Restrictions in its entirety to read as
follows:

"3. No building shall be constructed nearer than
fifteen (15) feet to any side property line or fifty (50)
feet to the front or rear property lines."

BK770PG096

IN WITNESSETH WHEREOF Declarant has caused this Second Amendment to Declaration of Covenants and Restrictions for Potter Downs to be executed the day and year first above appearing.

Wade H. Howey (SEAL)
Wade H. Howey, Jr.

Sharon W. Howey (SEAL)
Sharon W. Howey

STATE OF NORTH CAROLINA

Union COUNTY

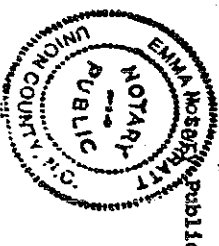
I, Emma H. Stewart, a Notary Public of the County and State aforesaid, certify that WADE H. HOWEY, JR. and WIFE, SHARON W. HOWEY, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 28th day of February, 1995.

Emma H. Stewart

My commission expires: 8-9-97

(NOTARIAL SEAL)



BK770PG097

IN WITNESSETH WHEREOF, the undersigned have caused this Second Amendment to Declaration of Covenants and Restrictions for Potter Downs to be executed this 17th day of February, 1995.

Charles R. Brown (SEAL)
Charles R. Brown

Mary B. Brown (SEAL)
Mary B. Brown

STATE OF NORTH CAROLINA,

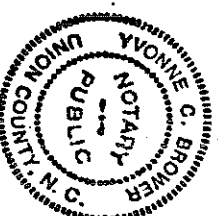
COUNTY OF UNION.

I, Yvonne C. Brower, a Notary Public of the County and State aforesaid, certify that Charles R. Brown and wife, Mary B. Brown, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 17th day of February, 1995.

Yvonne C. Brower (SEAL)
Notary Public

My Commission expires: 3.24.96



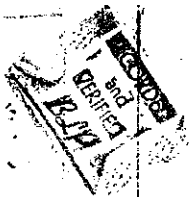
NORTH CAROLINA -- Union County Yvonne C. Brower & Emme H. Stuart
The foregoing certificate(s) of Notaries Always Public of Union

95 770 95

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 95 Page 217 M.

this 15 day of March 19 95 at 2:17 P.M.

JUDY G. PRICE, REGISTER OF DEEDS By Bonnie G. Stewart Notary



BK922PG896

et
p
m

Prepared by and Mail to:

HOMESTEAD LAND & TIMBER COMPANY
6831 Fairview Road, Suite D
Charlotte, North Carolina 28210

STATE OF NORTH CAROLINA

UNION COUNTY

Filed for record
Date 11/26/96
Time 4:40 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR POTTER DOWNS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR POTTER DOWNS is made this 18 day of
November, 1996 by Wade H. Howey, Jr. and wife, Sharon W.
Howey ("Declarant").

092632

W I T N E S S E T H

WHEREAS, a Declaration of Covenants and Restrictions for
Potter Downs Subdivision was recorded in Book 741 at Page 422
(the "Restrictions"); and

WHEREAS, Declarant has recorded an Amended and Restated
Declaration of Covenants and Restrictions for Potter Downs
Subdivision in Book 749 at Page 194 (the "Amended and Restated
Restrictions") which was amended by the Second Amendment to
Declaration of Covenants and Restrictions recorded in Book 770 at
Page 98; and

WHEREAS, Declarant wishes to further amend the Amended and
Restated Restrictions to clarify Declarant's intention that
tracts may be used by Declarant, including any successor
Declarant, for the construction and use of public or private
streets and roads which serve tracts within Potter Downs
Subdivision, as such may be enlarged from time to time.

NOW THEREFORE, Declarant hereby amends paragraph 1 of the

BK922PG897

Amended and Restated Restrictions in its entirety to read as follows:

"No tract shall be occupied or used except for residential purposes; provided that tracts may be used by Declarant, including any successor Declarant, for the construction and use of public or private streets and roads which serve tracts within Potter Downs Subdivision, as such may be enlarged from time to time. Only one residence is permitted on any tract."

IN WITNESSETH WHEREOF Declarant has caused this Third Amendment to Declaration of Covenants and Restrictions for Potter Downs to be executed the day and year first above appearing.

Wade H. Howey, Jr.
Wade H. Howey, Jr. (SEAL)

Sharon W. Howey
Sharon W. Howey (SEAL)

STATE OF ~~NORTH CAROLINA~~ ^(VI) COLOADO
ueblo COUNTY

I, Vicki M. Vega, a Notary Public of the County and State aforesaid, certify that WADE H. HOWEY, JR. and wife, SHARON W. HOWEY, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 18th day of November, 1996.

Vicki M. Vega
Notary Public

My commission expires: 12/26/99
(NOTARIAL SEAL)

2

NORTH CAROLINA - Union County
The foregoing certificate of Vicki M. Vega
Notary Public of CO

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 922, Page 896
this 26th day of NOV 19 96 at 9:40 o'clock A. M.
JUDY G. PRICE, REGISTER OF DEEDS By: Sharon W. Howey - Deputy

Filed for record
Date 1-17, 2006
Time 1:15 of clock P. m
Crystal D. Grunp, Register of Deeds
Union County, Marion, North Carolina
SC

Drawn by and return to:
Robert D. Palmer
P.O. Box 498
Marshville, NC 28103

01337

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CALVERT PLACE ON RICHARDSON

THIS DECLARATION is made this 17th day of January, 2006 by Carroll Morgan Edwards, manager/member of and d/b/a CC&S Trading Company, LLC, of Union County, North Carolina ("CC&S"), hereinafter collectively referred to as the party of the first part, and PROSPECTIVE OWNERS ("Owners") of any and all Lots in that subdivision known as Calvert Place on Richardson, ("Subdivision") as shown on that plat recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet I, File 852, reference being made thereto and the same being incorporated herein by reference for more particular descriptions and details.

WITNESSETH:

WHEREAS, the said parties of the first part intend to convey each of said Lots in the Subdivision as the same are shown and delineated on the above referenced plat, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to these restrictive covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said Lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of

each person, firm or corporation which may acquire title to any or all of said Lots and which shall be binding upon each such person, firm or corporation to whom or to which the said parties of the first part may hereafter convey any of said Lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said Owners that each of the Lots in the Subdivision shall be held, sold, encumbered and conveyed subject to these restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said Lots as fully and to the same extent as if set forth therein, whether or not said instrument makes reference hereto. As a condition of the sale or conveyance, the Owners agree and covenant to abide by and conform to said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-referenced plat. Provided, however, that the Owner of one or more Lots on said plat may combine with such numbered Lots, parts or portions of another numbered Lot or Lots and the aggregate shall be considered as one "Lot" for the purpose of these restrictive and protective covenants and conditions. See also Paragraph 16.

2. Land Use and Building Type

(a) Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any subdivision Lot is prohibited, and the remodeling, reparation, renovation or conversion of any building moved and placed on any subdivision Lot, for use as a dwelling, is prohibited. No mobile or manufactured or modular home may be erected, placed or permitted to remain upon any Lot. A private garage and outbuilding are permitted on each Lot, provided they are erected incidental to the residential use of the subdivision Lot. Any such outbuilding or garage that has an entrance fronting on a subdivision street or public road, or in which the contents or interior of the same are visible from the subdivision street or public road, shall have a door or doors which shall be maintained in good working order and which shall be used to conceal the contents and interior. All garages and outbuildings shall have a brick foundation. It is provided, however, that CC&S, during the development stage, may maintain a dwelling for use as a model home to aid in sales in the subdivisions. After development has been completed, no such model home may be maintained in the subdivision.

(b) Roofs. Roof pitches on any residence shall be constructed with a minimum pitch of 8/12, and no roof pitches shall be permitted flatter than pitch of 8/12.

(c) Driveways. Driveways must be a concrete, asphalt, stamped concrete, brick pavers or a combination thereof.

(d) Site and Plan Approval. No building, fence, swimming pool or other structure, including residential dwelling, shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications and Lot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee consisting of CC&S or any future designee of his. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has then commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall not be entitled to any compensation. No aboveground swimming pools shall be permitted on any Lot.

3. Dwelling Size.

(a) Any one-story dwelling erected upon any Lot shall contain not fewer than 2100 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

(b) Any one and one-half story dwelling erected upon any Lot shall contain not fewer than 2350 square feet outside measurement of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not fewer than 1500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

(c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not fewer than 2500 square feet, outside measurement, (with a minimum of 1,800 square feet) of enclosed floor heated area on the first floor with the remaining square footage on the second floor, exclusive of open porches and garages. Such dwelling shall contain not fewer than 1450 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. Construction Quality. All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. All single-family homes must have crawl space foundations, no slabs, except for garages or unheated spaces and basements. The exteriors of all dwellings must be constructed of brick or stone or stucco or combination thereof, no other exterior materials being permissible. No "shell home," as the term is generally understood in the industry at this time and in this area, shall be erected or allowed to remain on any Lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot. Any storage shed or

outbuilding must be located behind the dwelling house (behind the building line of the backside of the dwelling). Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions.

5. Setback Lines. No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. No building shall be located nearer than ten feet to any sideline or nearer than fifteen feet to the rear line of any Lot. It is provided, however, that eaves, steps, stoops and fireplace chimneys shall not be considered a part of the building for the purpose of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat. The Union County Zoning Ordinance shall control and supersede all setbacks herein where the recorded plats do not show same or where county zoning setbacks require greater distance than are herein required.

6. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement five (5) feet in width is reserved along each sideline of each Lot. Additional drainage easements, utility, and watershed easements are reserved as may be more particularly shown and delineated on the recorded plat of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No Lot Owner may dedicate, convey or permit any easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

7. Garbage and Refuse Disposal. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition.

8. Antennas and Satellite Dishes. No freestanding antenna shall be permitted on any Lot. Any satellite dish placed on any Lot must be located behind the rear line of the residence, and placement and location of a satellite dish, otherwise is prohibited.

9. Nuisance and Vehicles. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be regularly permitted to remain upon any Lot. As herein used, "Lot" shall include subdivision street. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles owned by such Owner, and

Owners of Lots shall not be permitted to park their automobiles on the subdivision streets. Owners of Lots shall not be permitted to park boats, trailers, campers, recreational vehicles, commercial vehicles or any other similar property on the street in the subdivision, and such property shall not be permitted to be parked in the front yard or where it is highly visible from any street within the subdivision. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any Lot.

No unlawful activity shall be conducted on any Lot or common area. Nothing shall be done on any Lot that interferes with the quiet enjoyment of occupants of Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency.

10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

11. Signs. No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise to property during the construction and sales period are permissible.

12. Livestock and Poultry. No 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 they are not kept, bred, or maintained for commercial purposes. Household and domesticated pets shall remain confined within the boundaries of the Lot of such pet's Owner, except where the same is or are kept on a leash when outside the Lot boundaries.

13. Restriction Against Fences. No fence may be erected nearer the front Lot line of a Lot than the front face of the dwelling located on such Lot. No fence, which exceeds six (6) feet in height, may be erected on any portion of any Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded plat of the subdivision as an easement area. Reference is made to Paragraph 2 (c), above requiring review and approval. Further, absolutely no fence shall consist of chain link fencing.

14. Outside Access to Streets. No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the Owner of any Lot to create access by or for an adjoining land Owner or person or entity not adjoining, to the subdivision's streets. Provided, however, CC&S or their successors in interest hereby specifically reserves the sole and exclusive right to use all or a portion of any subdivision Lot, and to grant or dedicate same or grant or dedicate and easement over same, for the purpose of providing a means of ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat hereinbefore identified, and further, provided, that easements in ingress and egress are reserved and dedicated as set forth in numbered Paragraph 6, above.

15. Combination of Lots; Further Subdivision. More than one (1) Lot (as shown on the subdivision plat) or part thereof may be combined to form one or more building Lots with the express written consent of the CC&S and in such event the building line requirements prescribed herein shall apply to such combined Lot. CC&S reserves the right to re-subdivide any portion or all of the subdivision owned by the CC&S. Upon combination or re-subdivision of said Lots, the easements, reserved herein shall be applicable to the rear, side and front Lot lines of such combined or re-subdivided Lots.

16. Private Drives - Grant of Easements - Shared Maintenance. Where on the recorded subdivision plat there is shown a private drive or driveway to be shared by two or more Lots, the Lot or Lots over which all or a part of the drive or driveway runs shall be subject to an easement therefore as shown on the plat, and the Lot or Lots being served thereby are hereby granted a permanent, joint and nonexclusive easement and right of way for use of same for ingress and egress, which is appurtenant to and runs with the land. Maintenance and upkeep of any such drive or driveway shall be at the sole expense of the Owners of the Lot or Lots being served thereby, which expense shall be paid pro rata. By purchase of any Lot served by any such shared private drive or driveway, the Owner(s) and subsequent Owners, successors and assignees covenant and agree to maintain said shared drive or driveway in good condition, adequate and usable in all weather conditions for all seasons. Owners of any Lot served by a private drive or driveway are hereby put on notice that, unless otherwise notified, the reason for such drive is because of access to the public road being limited by government authorities.

17. Changes and Time Period. These restrictive covenants are subject to being altered, modified, changed or cancelled at any time by written and recorded document executed by CC&S (if CC&S still own any Lot at such time) until such time that 75% of the Lots in this Subdivision have been sold. When more that 75% of the Lots in the Subdivision have been sold, then these restrictive covenants are subject to being altered, modified, changed or cancelled at any time by written and recorded document executed by CC&S and by 75% of the then Owners of the total Lots shown on the above-referenced plat, and recorded in the Office of the Register of Deeds of Union County, North Carolina.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned Lots for twenty (20) years from the time of their recording at the Union County Registry, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless by written instrument executed by a majority of the then Owners of said Lots, and duly recorded in the Office of the Register of Deeds for Union County no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agreed to change or cancel in whole or in part.

18. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefore. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of any side setback or front setback restrictions, the sole remedy of any offended person

being a suit for damages.

19. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

IT IS HEREBY DECLARED THAT the above-described Lots as shown on the above-referenced recorded plat shall be and are subject to the above-described restrictive covenants and conditions, and this Declaration and the Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration.

IN WITNESS WHEREOF, parties of the first part have set their hands and seals this day, month and year above written.

CC&S Trading Company, LLC

By:

 (SEAL)
Carroll Morgan Edwards, Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

Personally appeared before me, Robert D. Palmer, a Notary Public of Union County, North Carolina, Carroll Morgan Edwards, who, being by me duly sworn, says that he is a manager/member of CC&S Trading Company, LLC, A North Carolina Limited Liability Company, and that this instrument was signed by them on behalf of said Limited Liability Company, acting in its capacity as manager/members of CC&S Trading Company, LLC, by authority duly given, and said manager/member acknowledged said instrument to be the act and deed of CC&S Trading Company, LLC, in its capacity as manager/member of CC&S Trading Company, LLC.

Witness my hand and official seal, this the 17 day of January, 2006.


Notary Public

My commission expires 1-23-2006

