

RECORDED
and
VERIFIED
J.M.S.

BOOK 515 PAGE 863

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date: 8-30-91
Time: 10:00 o'clock A.M.
OFFICE OF THE REGISTER OF DEEDS
Union County, Monroe, North Carolina

Drawn By and Mail To:
Carnegie & Miller, P.A.
608 Cameron-Crown Bldg.
301 S. McDowell Street
Charlotte, NC 28204

Refer to

DECLARATION OF RESTRICTIONS

THE VILLAGE AT INDIAN TRAIL

This agreement made this 27 day of August, 1991 by and between Rushing Construction Co., a North Carolina corporation, and any and all persons, firms or corporations acquiring any of the property hereinafter described.

W I T N E S S E T H:

WHEREAS, Rushing Construction Co. is the owner of that certain development known as The Village At Indian Trail as the same as shown on map thereof recorded in Cabinet C, file 628, file 807 and file 808 in the Union County Public Registry; and

WHEREAS, all lots as shown on map recorded in Cabinet C, File 628 in the Union County Public Registry have already been restricted as set forth in Book 501 at Page 892 in the Union County Public Registry and Rushing Construction Co. desires for all lots as set forth in Cabinet C, File 807 and 808 to be restricted as well.

WHEREAS, Rushing Construction Co. desires to restrict the use and occupancy of the above described property in accordance with general planned developments hereinafter set forth for the protection of said property and the future owners thereof;

NOW, THEREFORE, in consideration of the premises, Rushing Construction Co. for itself, its successors and assigns, agree with any and all persons, firms or corporations acquiring any of the property shown on said subdivision map of The Village At Indian Trail recorded as aforesaid, that the same shall be and is hereby subject to the following restrictions, conditions and covenants (hereinafter referred to as "Restrictions"), relating to the use and occupancy thereof, which said restrictive covenants shall run with the land by whomsoever owned and shall be binding upon all future owners of said land:

1. RESIDENTIAL USE OF LAND. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.
2. MINIMUM SIZE OF RESIDENCE. No one-story residence shall be constructed or permitted to remain on any lot unless it shall have at least 1,000 square feet of heated floor space. No

residence of more than one-story shall be constructed or permitted to remain on any lot unless it shall have at least 1,200 square feet of heated floor space.

3. LOCATION OF BUILDINGS. No building, unattached garage or carport shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, which map is incorporated by reference herein.

4. SIZE OF LOTS. No residential structure shall be placed or erected on any lot which has an area less than the minimum square footage required by the applicable zoning ordinances in effect as of the date hereof or a width less than the minimum width at the front setback lines required by the minimum width ordinances in effect as of the date hereof. No lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the undersigned, or by its successors or assigns, and the written agreement to such subdivision is recorded in Union County Public Registry.

5. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions herein set forth, Rushing Construction Co. and Village Builders, Inc., their successors or assigns, reserve the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten (10.0%) percent of the marginal requirements of such building restrictions.

6. CONDITIONS.

A. Motor Vehicles:

1. No more than three motor vehicles may be parked at a house on a regular basis;
2. All vehicles must be in good working condition and well-maintained, must have all parts (including tires and hubcaps) and must be properly registered;
3. Driving or parking on the lawns is prohibited;
4. Street parking is allowed up to two hours per day.

B. Recreational and Commercial Vehicles: Recreational and commercial vehicles such as campers, boats, trucks, trailers, buses, RV's, etc. must be parked in a garage and must not be visible to neighbors.

C. Garage Doors: When not in use, garage doors are to be left in the closed position.

D. Radio, Television, Solar and Other Equipment:

1. No equipment, antennae, panels, etc. may be on the front side of the house or yard;

2. Equipment, antennae, panels, etc. must not be visible from the street or to neighbors;
3. Satellite dishes and large antennae are prohibited altogether.

E. Fencing:

1. Fencing is allowed in the back and side yards, not the front yard;
2. All fencing is subject to architectural review and approval prior to installation;
3. Standard fencing must not exceed a height of 4 feet except for posts which may be slightly taller; privacy fencing may be up to 7 feet tall;
4. Homeowners must treat and maintain their wooden fences with CWF or comparable solution annually;
5. Chain link and barbed wire fencing are prohibited.

F. Additions and Exterior Structures:

1. All such structures (garages, storage buildings, etc.) must be built and painted to match the residence and must be constructed of the same materials (shingles, siding, cornice, etc.) as the residence.
2. Such structures must have a roof pitch of 7/12 or steeper;
3. All such structures are subject to architectural review and approval prior to construction.

G. Signage:

1. One standard size real estate "For Sale" sign is permitted per lot. Other "For Sale" signs are prohibited;
2. "For Rent", "For Lease" signs etc. are prohibited;
3. Small political signs are permitted immediately preceding a political election;
4. All other signage is prohibited except for the developer's entry monuments and temporary marketing signs erected by the builder and/or the builder's agent.

H. Storm Doors: All storm doors and screen doors are subject to architectural approval. Six panel wooden and all-view white aluminum storm doors are allowable at the front door.

I. Animals:

1. No animals or fowl other than domesticated household pets shall be kept on a lot;

2. No more than three such household pets are permitted in any given household;
3. Dogs must be kept on a leash or in a fenced yard at all times.

J. Clothes Drying: No temporary or permanent outside clothes lines are permitted.

K. House and Yard Maintenance: Each homeowner must keep his/her house and yard attractive and well-maintained including any exterior structures and fencing.

L. Illegal, Noxious, and/or Harmful Activities: These activities and any activity which interferes with a neighbor's "quiet enjoyment" are prohibited.

7. ARCHITECTURAL REVIEW AND APPROVAL: The architectural review and approval process shall be controlled by Village Builders, Inc., its successors and assigns as long as it maintains its option to purchase lots in The Village At Indian Trail. Village Builders, Inc. no longer maintains this option to purchase said lots at The Village At Indian Trail, architectural approval shall be controlled by Rushing Construction Co., its successors and assigns. Once dwelling structures have been established and are being used for each residential lot on said plot of The Village At Indian Trail, the right of approval set forth herein shall be vested in a committee composed of three owners in the subdivision who shall be elected by the majority vote of all owners of the aforesaid lots, one vote per lot.

8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map, which is incorporated by reference herein. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved over those parcels contiguous to the rear and side lot lines, which parcels are (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, where necessary, easements are reserved for drainage facilities, which easements are ten (10) feet in width (or such lesser width as Grantor, its successors or assigns, may determine) and will be located by Grantor, its successors or assigns, in the exercise of its or their sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Where a right-of-way for a drainage easement is asserted by Grantor (or a successor or assign of the Grantor) and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.

9. EFFECTIVE PERIOD. These covenants are to run with the land and shall be binding on all parties and all persons claiming

under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots (exclusive of trustees in deeds of trust and owners and holders of notes secured by deeds of trust) has been recorded, agreeing to change said covenants in whole or in part. These covenants may be enforced by grantor or any lot owner or owners (or the owner of any interest in said property) by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages. It is not the Developer's or Builder's responsibility to enforce these restrictions. Invalidation of any one of these Covenants by Judgment, Court Order or statute shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

10. AMENDMENT. These Covenants may be amended in whole or in part by the affirmative vote of Seventy-five percent (75%) of the then owners of the lots as shown on the aforementioned subdivision plat of The Village at Indian Trail.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed as of the day and year first above written.

RUSHING CONSTRUCTION CO., a North
Carolina Corporation

By: Joseph M. [Signature], Pres.

ATTEST:

Debra S. [Signature]
Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that Danna R. Heselbeck personally appeared before me this day and acknowledged that s/he is the 1994 secretary of RUSHING CONSTRUCTION CO., a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by her/him as its secretary.

WITNESS my hand and notarial seal this 27 day of April, 1991.

My Commission Expires: 9-5-93

Lolie Hunter Plyler
Notary Public



NORTH CAROLINA -- Union County Jeddie Hunter Myers
The foregoing certificate(s) of Jeddie Hunter Myers, Notary Public of Mecklenburg, N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 515, Page 663
this 30th day of August, 19 91 at 10:00 o'clock A M.

ONELL L. PLYLER, REGISTER OF DEEDS By: Lolie Hunter Plyler Asst/Deputy

RECORDED
and
VERIFIED

055

BOOK 536 PAGE 710

*Drawn by + No. 110
Carnegie + M: 11 on (Bx)*

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date: 1-28-92
Time 9:35 o'clock A M.
OWELL PUYLER, Register of Deeds
Union County, Maurice, North Carolina

AMENDMENT TO DECLARATION OF RESTRICTIONS

THE VILLAGE AT INDIAN TRAIL

This Amendment to Restrictions is made this 24 day of February, 1992, by and between Rushing Construction Co., a North Carolina corporation and Village Builders, Inc., a North Carolina corporation.

W I T N E S S E T H:

WHEREAS, Rushing Construction Co. and Village Builders, Inc. are owners of more than 75 percent of the lots as shown on plats recorded in Cabinet C, File 807 and 808 in the Union County Registry.

1. Restrictions recorded in Book 515 at Page 863 in the Union County Registry allow that said restrictions be amended in whole or part by the affirmative vote of 75 percent of the then owners of lots as shown on the aforementioned subdivision plat of The Village at Indian Trail.

2. The above-referenced owners desire to amend Paragraph 3 of said restrictions applicable to location of buildings.

NOW, THEREFORE, in consideration of the foregoing reasons, Rushing Construction Co. and Village Builders, Inc. for itself, its successors and assigns, hereby amend said Declaration of Restrictions recorded in Book 515, Page 863 in the Union County Public Registry by deleting the existing paragraph 3 which reads as follows:

3. LOCATION OF BUILDINGS. No building, unattached garage or carport shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, which map is incorporated by reference herein.

And substituting in lieu thereof the following provision:

3. LOCATION OF BUILDINGS. No residential building shall be erected on any lot nearer any front or side street line than the building setback line as shown on the recorded map, which map is incorporated by reference herein. All auxiliary buildings shall be built and located in conformance with the Union County zoning regulations.

Except as modified above, the said restrictions recorded in Book 515 at Page 863 remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed as of the day and year first above written.

RUSHING CONSTRUCTION CO., a North Carolina Corporation

By: *[Signature]*

ATTEST:
[Signature]
Secretary

(Corporate Seal)

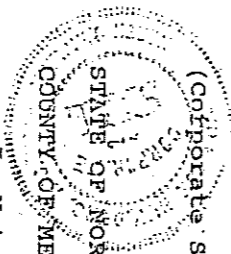


VILLAGE BUILDERS, INC., a North Carolina Corporation

By: *[Signature]*

ATTEST:
[Signature]
Asst. Secretary

(Corporate Seal)



I, Notary Public of the County and State aforesaid, certify that James R. Jess Pleck personally appeared before me this day and acknowledged that s/he is the secretary of Rushing Construction Co., a North Carolina corporation, and that authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by her/him as its secretary.

WITNESS my hand and notarial seal this 24 day of January, 1992.
My commission expires: 9-5-93

[Signature]
Notary Public

BOOK 536 PAGE 720

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Notary Public of the County and State aforesaid, certify that Brenda H. Evans personally appeared before me this day and acknowledged that s/he is the Asst. secretary of Village Builders, Inc., a North Carolina corporation, and that authority duly given and as an act of the corporation, and that foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by her/him as its Asst. secretary.

WITNESS, my hand and notarial seal this 31st day of December, 1991.

My Commission expires: 4/17/95
Christine W. Planted
Notary Public



NORTH CAROLINA - Union County Leslie Hunter Miller, Notary Public of Meck Co. N.C.
The foregoing certificate(s) of Christine W. Planted, Notary Public of Meck Co. N.C.

(are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 536, Page 718
this 28th day of January, 1992 at 9:35 o'clock A M.
By: Joseph D. Meadows Ass'd Deputy
ONELL, PLYLER, REGISTER OF DEEDS