

RECORDED
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Return to J. Bennett Glass

BOOK 418 PAGE 534

Spencer

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

See Amendment.
BK: 455 p. 152 Bg

RESTRICTIVE COVENANTS

WHEREAS, Waxhaw Land Partnership, a North Carolina general partnership of Union County, North Carolina, is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina in plat Cabinet "B", File No. 141-B.

AND WHEREAS, Waxhaw Land Partnership, as the owner of said property, now desires for the use of itself, its successors, assigns and future grantees to place and impose certain protective covenants and restrictions on all lots shown in that subdivision known as Waxhaw Meadows Subdivision, Phase I, as shown on plat recorded in plat Cabinet "B", File No. 141-B, as Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, Waxhaw Land Partnership, for itself, its successors, assigns and future grantees, do hereby place and impose upon all of said lots the following restrictions:

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

2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,600 square feet. Any one and one-half story dwelling, tri-level or split level type dwelling shall have enclosed heated living area of not less than 1,600 square feet. Any two-story dwelling must have not less than 2,000 square feet of heated living area, with a minimum of 1,600 square feet of heated living area at the ground level.

3. In the event of the unintentional violation of any of the building setback lines set forth herein, Waxhaw Land Partnership, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lot; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.

No residential building shall be located on any lot nearer than 100 feet from the street right of way line of the street on which the lot fronts, nor nearer than 50 feet to a side street line.

No residential building shall be located on any lot nearer to the side lot line than 25 feet, nor nearer the rear lot line than 40 feet.

The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.

4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot. All carports or garages must have a side or rear entrance only. Metal outbuildings will not be permitted.

5. Construction of all residential buildings only shall be built with new materials only, it being the intent of this covenant that only newly constructed homes shall be permitted within this subdivision and the moving existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision is prohibited. No structure placed on any lot shall have an exterior of cement block; however, construction of residences with concrete may be permitted.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
7. No modular home, mobile home or mobile home parks shall be allowed or maintained upon any of said lots. One horse per acre shall be permitted on any lot in accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
10. No subdivision of any lot will be permitted without the prior written consent of Waxhaw Land Partnership, its successors or assigns.
11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision. All travel trailers, campers and similar recreational equipment must be parked to the rear of the dwelling and screened from the road by evergreen foliage. No commercial vehicles shall be parked or stored on any lot.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.
13. No residence, building, fence, wall, outbuilding or other accessory feature, to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by Waxhaw Land Partnership. Waxhaw Land Partnership shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Waxhaw Land Partnership fails to accept or reject the same within said 30 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Waxhaw Land Partnership, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Waxhaw Land Partnership for construction pursuant to this covenant shall not constitute or be construed as an approval by Waxhaw Land Partnership of the structural stability, design or quality of any building. All

construction shall be completed within one year from the date construction first begins.

14. No tree being 6 inches or larger in diameter within one foot of ground level may be cut and removed from the property unless essential in order to permit the construction of the home or driveway.

15(a). Waxhaw Land Partnership reserves an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities and horseback riding trails for use by property owners of Waxhaw Meadows Subdivision.

(b). Waxhaw Land Partnership also reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.

(c). Waxhaw Land Partnership reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way for the same uses and purposes as set forth in Paragraph 15(a) above.

16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

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

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and seal in its name, this the 24 day of March, 1987.

Waxhaw Land Partnership,
A North Carolina General
Partnership

By: [Signature]
General Partner

STATE OF NORTH CAROLINA,
COUNTY OF Wake

I, Walter L. Bledsoe, a Notary Public, do hereby certify that Walter L. Bledsoe, General Partner of Waxhaw Land Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 24th day of March, 1987.

Walter L. Bledsoe
Notary Public

My Commission Expires 7-23-90



202-011-40 Doc 410 PAGE 537

STATE OF NORTH CAROLINA-JUNION COUNTY,
The foregoing certificate of Heath D. DeLoach, a notary public of North
County, State of NC, is certified to be correct. Filed for record this 21st day of
March 1987 at 10:05 o'clock P. M. in book 410 page 537.
BY: Judy B. Chapman, Deputy.
JUDY B. CHAPMAN, REGISTER OF DEEDS

RECORDED

VERIFIED

DATE 45 MAR 1972

STATE OF NORTH CAROLINA,

COUNTY OF UNION,

PREPARED BY AND RETURN TO:

J. BENNETT GLASS, P.A.

P. O. BOX 1049

MONROE, N. C. 28110

AMENDED
RESTRICTIVE COVENANTS

Filed for record
Date 10/05/61 Filed 11/11/61
ONEL L. RILEY, Register of Deeds
Union County, North Carolina

Revised

WHEREAS, Waxhaw Land Development, a North Carolina general partnership of Union County, North Carolina, is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina in Plat Cabinet B, File No. 341-B.

AND WHEREAS, the original Restrictive Covenants referred to the owner of the property being Waxhaw Land Partnership when in fact the owner of the property is Waxhaw Land Development. These Amended Restrictive Covenants are being recorded only to correct the name of the owner of the property;

AND WHEREAS, Waxhaw Land Development, as the owner of said property, now desires for the use of itself, its successors, assigns and future grantees to place and impose certain protective covenants and restrictions on all lots shown in that subdivision known as Waxhaw Meadows Subdivision, Phase I, as shown on plat recorded in Plat Cabinet B, File No. 341-B, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, Waxhaw Land Development, for itself, its successors, assigns and future grantees, do hereby place and impose upon all of said lots the following restrictions:

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

2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,600 square feet. Any one and one-half story dwelling, tri-level or split level type dwelling shall have enclosed heated living area of not less than 1,800 square feet. Any two-story dwelling must have not less than 2,000 square feet of heated living area, with a minimum of 1,600 square feet of heated living area at the ground level.

3. In the event of the unintentional violation of any of the building setback lines set forth herein, Waxhaw Land Development, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners, for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lots; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.

No residential building shall be located on any lot nearer than 100 feet from the street right of way line of the street on which the lot fronts, nor nearer than 50 feet to a side street line.

No residential building shall be located on any lot nearer to the side lot line than 25 feet, nor nearer the rear lot line than 40 feet.

The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.

4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot. All carports or garages must have a side or rear entrance only. Metal outbuildings will not be permitted.
5. Construction of all residential buildings only shall be built with new materials only, it being the intent of this covenant that only newly constructed homes shall be permitted within this subdivision and the moving existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision is prohibited. No structure placed on any lot shall have an exterior of cement block; however, construction of residences with concrete may be permitted.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
7. No modular home, mobile home or mobile home parks shall be allowed or maintained upon any of said lots. One horse per acre shall be permitted on any lot in accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
10. No subdivision of any lot will be permitted without the prior written consent of Waxhaw Land Development, its successors or assigns.
11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision. All travel trailers, campers and similar recreational equipment must be parked to the rear of the dwelling and screened from the road by evergreen foliage. No commercial vehicles shall be parked or stored on any lot.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.
13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the construction shall be submitted to the subdivision. Construction on the lot have been approved in writing by Waxhaw Land Development. Waxhaw Land Development shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Waxhaw Land Development fails to accept or reject the same within said 30 days, then the plans and specifications and plot plan shall be deemed to be approved.

After permission for construction is granted by Waxhaw Land Development, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Waxhaw Land Development for construction pursuant to this covenant shall not constitute or be construed as an approval by Waxhaw Land Development of the structural stability, design or quality of any building. All construction shall be completed within one year from the date construction first begins.

14. No tree being 6 inches or larger in diameter within one foot of ground level may be cut and removed from the property unless essential in order to permit the construction of the home or driveway.

15(a). Waxhaw Land Development reserves an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities and horseback riding trails for use by property owners of Waxhaw Meadows Subdivision.

(b). Waxhaw Land Development also reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.


(c). Waxhaw Land Development reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way for the same uses and purposes as set forth in Paragraph 15(a) above.

16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

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

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and seal in its name, this the 26th day of May, 1989.

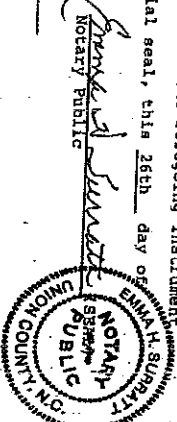
Waxhaw Land Development,
A North Carolina General
Partnership
By: 
General Partner

STATE OF NORTH CAROLINA,
COUNTY OF UNION
I, Emma H. Stratt
certify that Jürgen Koch, a Notary Public, do hereby
General Partner of

Waxhaw Land Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and notarial seal, this 26th day of May, 1989.

My Commission expires: 8/9/92



NORTH CAROLINA - Union County Frank J. Suvate
The foregoing testimony of Frank J. Suvate

Notary Public of Union Co., N.C.

In 1st certified to be correct. This instrument was prepared for registration and recorded in this office at Book 455 Page 152
this 1st day of June, 19 89 at 10:05 o'clock A. M.

ONELL, PLYLER, REGISTER OF DEEDS

By: Debbie M. Jayne

Asst. Deputy

BK695PC859

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

Filed for record
Date 7-23-74 3:44 P.M.
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

PREPARED BY AND RETURN TO
J. BENNETT OLIVER, P.A.
P.O. BOX 732
MONROE, NC 28111

RESTRICTIVE COVENANTS
FOR
WAXHAW MEADOWS SUBDIVISION, PHASE 2

THIS AMENDMENT TO RESTRICTIONS made this 15th day of February, 1974 by Waxhaw Land Development (hereinafter "Waxhaw"), a North Carolina General Partnership, Dordine Smith Roehre, Plennie Taylor and wife, Carolyn Taylor, David Marshall and Mary Marshall, Potter Builders, Inc., Charles Franklin Hartis and wife, Windy B. Hartis, Samuel P. Mongillo and wife, Kimberly W. Mongillo, Lawrence John Sanford, Robert E. Schmidt and wife, Shirley A. Schmidt, Janet I. Huneycutt and Laura H. McLamb (hereinafter "Lot Owners").

WITNESSETH :

WHEREAS, Waxhaw, as the developer of Waxhaw Meadows, Section 2, and the Lot Owners of the various lots as follows:

Dordine Smith Roehre
Lot 15, Section 2
(Book 470, Page 760).

Plennie Taylor and wife,
Carolyn Taylor
Lot 22, Section 2
(Book 481, Page 166)

David Marshall and
Mary Marshall
Lot 18, Section 2
(Book 481, Page 741)

019844 Potter Builders, Inc.
Lot 14, Section 2
(Book 664, Page 888)

Charles Franklin Hartis and
wife, Windy B. Hartis
Lot 23, Section 2
(Book 501, Page 488)

Samuel P. Mongillo and wife,
Kimberly W. Mongillo
Lot 13, Section 2
(Book 508, Page 2)

Lawrence John Sanford
Lot 21, Section 2
(Book 556, Page 718)

Robert E. Schmidt and wife,
Shirley A. Schmidt
Lot 11, Section 2
Book 590, Page 597)

Janet I. Huneycutt
Lot 20, Section 2
(Book 618, at Page 490)

Laura H. McLamb
Lot 17, Section 2
(Book 653, Page 314)

all as shown on plat recorded in Plat Cabinet C, File 465, Union County Registry, to which plat reference is hereby made for a more particular description.

WHEREAS, Waxhaw, together with the Lot Owners, desires for the use of the parties hereto, their successors, heirs and assigns and future grantees to place and impose certain protective covenants and restrictions on all lots shown in that subdivision known as Waxhaw Meadows Subdivision, Phase 2, as shown on the aforesaid recorded plat.

NOW, THEREFORE, in consideration of the premises herein, Waxhaw Land Development and Lot Owners, for themselves, their successors, heirs and assigns and future grantees, do hereby place and impose upon all of said lots the following restrictions:

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling,

BK695PC860

together with outbuildings customarily incidental to the residential use of each lot.

2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,600 square feet. Any one and one-half story dwelling, tri-level or split level type dwelling shall have enclosed heated living area of not less than 1,800 square feet. Any two-story dwelling must have not less than 2,000 square feet of heated living area, with a minimum of 1,000 square feet of heated living area at the ground level.

3. In the event of the unintentional violation of any of the building setback lines set forth herein, Mathew Land Development, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lot; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.

No residential building shall be located on any lot nearer than 100 feet from the street right of way line of the street on which the lot fronts, nor nearer than 50 feet to a side street line.

No residential building shall be located on any lot near to the side lot line than 25 feet, nor nearer the rear lot line than 40 feet.

The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.

4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot. All carports or garages must have a side or rear entrance only. Metal outbuildings will not be permitted.

5. Construction of all residential buildings only shall be built with new materials only, it being the intent of this covenant that only newly constructed homes shall be permitted within this subdivision and the moving existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision is prohibited. No structure placed on any lot shall have an exterior of cement block; however, construction of residences with concrete may be permitted.

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

7. No modular home, mobile home parks shall be allowed or maintained upon any of said lots. One horse per acre shall be permitted on any lot in accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes.

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

9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
10. No subdivision of any lot will be permitted without the prior written consent of Waxhaw Land Development, its successors or assigns.
11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision. All travel trailers, campers and similar recreational equipment must be parked to the rear of the dwelling and screened from the road by evergreen foliage. No commercial vehicles shall be parked or stored on any lot.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.
13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by Waxhaw Land Development. Waxhaw Land Development shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Waxhaw Land Development fails to accept or reject the same within said 30 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Waxhaw Land Development, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Waxhaw Land Development for construction pursuant to this covenant shall not constitute or be construed as an approval by Waxhaw Land Development of the structural stability, design or quality of any building. All construction shall be completed within one year from the date construction first begins.
14. No tree being 6 inches or larger in diameter within one foot of ground level may be cut and removed from the property unless essential in order to permit the construction of the home or driveway.
- 15(a). Waxhaw Land Development reserves an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities and horseback riding trails for use by property owners of Waxhaw Meadows Subdivision.
- (b). Waxhaw Land Development also reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.
- (c). Waxhaw Land Development reserves an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street Paragraph 15(a) above.

16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

BK695PC862

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

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in its name, this 17th day of February, 1994.

WATMAN LAND DEVELOPMENT

By: Matthew B. Hecker
General Partner

Larry Sweet-Park (SEAL)
Dorine Smith Roehre
Lot 15, Section 2

(Book 470, Page 760)

Flennnie Taylor (SEAL)

Carolyn Taylor (SEAL)

Lot 22, Section 2
(Book 481, Page 166)

David Marshall (SEAL)

Mary Marshall (SEAL)

Lot 18, Section 2
(Book 481, Page 741)

POTTER BUILDERS, INC.

By: _____

(CORPORATE SEAL)

A T T E S T :

Secretary _____

_____ Title

Lot 14, Section 2
(Book 664, Page 888)

Charles Franklin Harris (SEAL)

Windy B. Harris (SEAL)

Lot 23, Section 2
(Book 301, Page 488)

Samuel P. Mongillo (SEAL)

Kimberly W. Mongillo (SEAL)

Lot 13, Section 2
(Book 508, Page 2)

BK695P6863

Lawrence John Sanford (SEAL)

Lot 21, Section 2
(Book 556, Page 718)

Robert E. Schmidt (SEAL)

Shirley A. Schmidt (SEAL)

Lot 11, Section 2
(Book 590, Page 597)

Janet I. Huneault (SEAL)
Lot 20, Section 2
(Book 618, at Page 490)

Laura H. McLamb (SEAL)
Lot 17, Section 2
(Book 653, Page 334)

STATE OF NORTH CAROLINA,

COUNTY OF UNION,

I, Frank J. Dill, a Notary Public, do hereby
certify that Maxwell F. Dill, General Partner of
Maxhaw Land Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 15th day of March, 1994.

My Commission expires: 8-9-97

STATE OF SOUTH CAROLINA,

COUNTY OF Aiken

I, Charles P. Kelly, a Notary Public, do hereby
certify that Dorine Smith Roddre personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this 15th day of March, 1994.

My Commission expires: Notary Public, South Carolina, State at Large
My Commission Expires June 30, 1999

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Pamela Taylor and wife, Carolyn Taylor, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

BM695P6864

17. Invalida^{tion} of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in its name, this 27th day of January, 1994.

MAXHAM LAND DEVELOPMENT

By: _____
General Partner

Dorine Smith Roehure _____ (SEAL)
Lot 15, Section 2
(Book 470, Page 766)

X Charles Taylor _____ (SEAL)
Fleming Taylor
X Carolyn Taylor _____ (SEAL)
Carolyn Taylor

Lot 22, Section 2
(Book 481, Page 166)

David Marshall _____ (SEAL)

Mary Marshall _____ (SEAL)

Lot 18, Section 2
(Book 481, Page 741)
POTTER BUILDERS, INC.

By: _____

(CORPORATE SEAL)

A T T E S T :

Secretary _____ Title _____

Lot 14, Section 2
(Book 664, Page 888)

Charles Franklin Harris _____ (SEAL)

Windy B. Harris _____ (SEAL)

Lot 23, Section 2
(Book 501, Page 488)

Samuel P. Mongillo _____ (SEAL)

Kimberly W. Mongillo _____ (SEAL)

Lot 13, Section 2
(Book 508, Page 2)

BK695PC865

Lawrence John Sanford (SEAL)

Lot 21, Section 2
(Book 556, Page 718)

Robert E. Schmidt (SEAL)

Shirley A. Schmidt (SEAL)

Lot 11, Section 2
(Book 590, Page 597)

James I. Honeycutt (SEAL)
Lot 20, Section 2
(Book 618, at Page 490)

Laura H. McLamb (SEAL)
Lot 17, Section 2
(Book 653, Page 334)

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, _____, a Notary Public, do hereby
certify that _____ General Partner of
Maxhaw Land Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Dorine Smith Roehrs personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF Mecklenburg

I, Robert D. Roehrs, a Notary Public, do hereby
certify that Pleamie Taylor and wife, Carolyn Taylor, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

BK695P866

Witness my hand and notarial seal, this 24th day of February, 1994.

Paula M. Davis
Notary Public



My Commission expires: 12-31-94

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that David Marshall and Mary Marshall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

Porter Builders, Inc.

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of Porter Builders, Inc. and that, by authority duly given and as in the act of the Corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and notarial seal, this _____ day of _____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Charles Franklin Harris and wife, Wendy B. Harris, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Samuel P. Mongillo and wife, Kimberly N. Mongillo, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

BK695PB867

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

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in its name, this 17th day of February, 1994.

MAXHAM LAND DEVELOPMENT

By: General Partner

Dorine Smith Roehrs (SEAL)
Lot 15, Section 2
(Book 470, Page 760)

Flennle Taylor (SEAL)

Carolyn Taylor (SEAL)
Lot 22, Section 2
(Book 481, Page 166)

David Marshall (SEAL)

Mary Marshall (SEAL)

Lot 18, Section 2
(Book 481, Page 741)
POTTER BUILDERS, INC.

By: _____

(CORPORATE SEAL)

A T T E S T :

Secretary _____ Cicla

Lot 14, Section 2
(Book 664, Page 889)

X Charles Franklin Hartis (SEAL)
Charles Franklin Hartis

X Windy B. Hartis (SEAL)
Windy B. Hartis

Lot 23, Section 2
(Book 501, Page 488)

Samuel P. Mongillo (SEAL)

Kimberly W. Mongillo (SEAL)

Lot 13, Section 2
(Book 508, Page 2)

BK695PG868

Witness my hand and notarial seal, this ____ day of _____, 1994.

Notary Public (SEAL)

My Commission expires: _____
STATE OF NORTH CAROLINA,
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that David Marshall and Mary Marshall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this ____ day of _____, 1994.

Notary Public (SEAL)

My Commission expires: _____
Potter Builders, Inc.
STATE OF NORTH CAROLINA,
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of Potter Builders, Inc. and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and notarial seal, this ____ day of _____, 1994.

Notary Public (SEAL)

My Commission expires: _____
STATE OF NORTH CAROLINA,
COUNTY OF _____ UNION

I, Patricia T. Hornsday, a Notary Public, do hereby certify that Charles Franklin Harris and wife, Windy B. Harris, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this ____ day of _____, 1994.

Patricia T. Hornsday

Notary Public (SEAL)

My Commission expires: 10-25-97
STATE OF NORTH CAROLINA,
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Samuel P. Mongillo and wife, Kimberly W. Mongillo, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

BK695PC869

X Lawrence John Sanford (SEAL)

Lot 21, Section 2
(Book 556, Page 718)

Robert E. Schmidt (SEAL)

Shirley A. Schmidt (SEAL)

Lot 11, Section 2
(Book 590, Page 597)

Janet I. Hunsyout (SEAL)
Lot 20, Section 2
(Book 618, at Page 490)

Laura R. McLamb (SEAL)
Lot 17, Section 2
(Book 653, Page 334)

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, _____, a Notary Public, do hereby
certify that _____, General Partner of
Marshaw Land Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Dorine Smith Roehre personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Plennie Taylor and wife, Carolyn Taylor, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

BK695PC870

Lawrence John Sanford (SEAL)

Loc 21, Section 2
(Book 556, Page 718)

Robert R. Schmidt (SEAL)

Shirley A. Schmidt (SEAL)

Loc 11, Section 2
(Book 590, Page 597)

Don't A. Schmidt (SEAL)

Loc 1, Highway
Loc 20, Section 2
(Book 618, at Page 490)

Paula H. McLand (SEAL)

Loc 17, Section 2
(Book 653, Page 334)

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, _____, a Notary Public, do hereby
certify that _____, General Partner of
Maxhaw Land Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Dorine Smith Rohre personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Plennie Taylor and wife, Carolyn Taylor, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

BK695P6871

Witness my hand and notarial seal, this _____ day of _____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF Mecklenburg

I, Babara D. Brauer, a Notary Public, do hereby certify that Lawrence John Sanford, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 18th day of February, 1994.

Babara D. Brauer
Notary Public

My Commission expires: 8-13-97
STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Robert E. Schmidt and wife, Shirley A. Schmidt, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF Mecklenburg

I, Babara D. Brauer, a Notary Public, do hereby certify that Janet I. Huneycutt personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of February, 1994.

Babara D. Brauer
Notary Public

My Commission expires: 8-13-97
STATE OF NORTH CAROLINA,

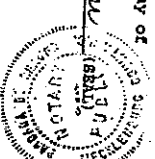
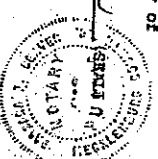
COUNTY OF Mecklenburg

I, Babara D. Brauer, a Notary Public, do hereby certify that Laura H. Meland personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of February, 1994.

Babara D. Brauer
Notary Public

My Commission expires: 8-13-97



BK 695 Pg 872

Lawrence John Sanford (SEAL)

Lot 21, Section 2
(Book 556, Page 718)

Robert E. Schmidt (SEAL)

Shirley A. Schmidt (SEAL)

Lot 11, Section 2
(Book 590, Page 597)

Janet I. Humeyscutt (SEAL)
Lot 20, Section 2
(Book 618, at Page 490)

Laura H. McLamb (SEAL)
Lot 17, Section 2
(Book 653, Page 314)

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, Robt. A. McKim, a Notary Public, do hereby
certify that Robert E. Schmidt, General Partner of
Nashaw Land Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 16 day of July,
1994.

My Commission expires: My Commission Expires September 21, 1997

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Dorine Smith Roehre personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

My Commission expires: _____
Notary Public _____ (SEAL)

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Piemie Taylor and wife, Carolyn Taylor, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

BK695PC873

Witness my hand and notarial seal, this ____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____ a Notary Public, do hereby
certify that Lawrence John Sanford, single, personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this ____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF Lowndes

I, Robert R. Schmidt, a Notary Public, do hereby
certify that Robert R. Schmidt and wife, Shirley A. Schmidt,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal, this 16 day of February,
1994.

Rob. A. Schmidt
Notary Public _____ (SEAL)

My Commission expires: February 16, 1997

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____ a Notary Public, do hereby
certify that Janet I. Huneault personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this ____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,

COUNTY OF _____

I, _____ a Notary Public, do hereby
certify that Laura H. McLamb personally appeared before me this
day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal, this ____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

BK695PG874

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

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in its name, this 7th day of February, 1994.

MAXHAM LAND DEVELOPMENT

By: _____
General Partner

Dorine Smith Roehre (SEAL)
Lot 15, Section 2
(Book 470, Page 760)

Flennie Taylor (SEAL)
Carolyn Taylor (SEAL)
Lot 22, Section 2
(Book 481, Page 166)

David Marshall (SEAL)

Mary Marshall (SEAL)

Lot 18, Section 2
(Book 481, Page 741)

POTTER BUILDERS, INC.

By: _____

(CORPORATE SEAL)
A T T E S T :

Secretary _____
Elicia

Lot 14, Section 2
(Book 664, Page 888)

Charles Franklin Harris (SEAL)

Windy B. Harris (SEAL)

Lot 23, Section 2
(Book 501, Page 488)

Samuel E. McGinlio (SEAL)

Kimberly N. McGinlio (SEAL)

Lot 13, Section 2
(Book 508, Page 2)

BK695P6875

STATE OF NORTH CAROLINA,
COUNTY OF _____

I, David Marshall and Mary Marshall, a Notary Public, do hereby
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____
Porter Builders, Inc.

STATE OF NORTH CAROLINA,
COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that _____ personally came before
me this day and acknowledged that he/she is _____ Secretary of
Porter Builders, Inc. and that, by authority duly given and as
the act of the Corporation, the foregoing instrument was signed
in its name by its _____ President, sealed with its corporate
seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,
COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that Charles Franklin Harris and wife, Windy B. Harris,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of
_____, 1994.

Notary Public _____ (SEAL)

My Commission expires: _____

STATE OF NORTH CAROLINA,
COUNTY OF Mecklenburg.

I, Mary E. Prack, a Notary Public, do hereby
certify that Samuel P. Mongillo and wife, Kimberly W. Mongillo,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal, this 18 day of
February, 1994.

Mary E. Prack (SEAL)
Notary Public

My Commission expires: My Commission Expires: 05-10-95



BM695PG876

NORTH CAROLINA - Union County

The foregoing (is/are) of

A. McNamee, Miriam Abley Lion G, N.C.

Widow Abley of Aiken S.S.C.; Barbara Q Lewis and Mary E. Parker;

and (are) entitled to be covered. The instrument was presented for registration and recorded in this office at Book 695 Page 859.

This 8th day of March 1994 at 4:35 o'clock P.M.

JUDY G. PRICE, REGISTER OF DEEDS

By: Steph Q. Meadows P.M.

Notary Public