STATE OF NORTH CAROLINA

Amendment

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,

- S. 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 smae into a dwelling unit in this subdivision is prohibited. We 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 ruisance 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.
- 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.
- 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 tha lot have been approved in writing by days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same within said 20 days, then the plans and specifications for the proposed construction to accept or reject the same within said 20 days, then the plans and specifications and plot plan shall be deemed to be plans and specifications and plot plan shall be deemed to be cannot approved. After permission for construction is granted by Waxhaw and specifications and plot plan shall be the responsibility of construction pursuant to this covenant shall not constitute or be constructed as an approved by Waxhaw Land Partnership for construction pursuant to this covenant shall not constitute or be constructed as an approved by Waxhaw Land Partnership for construction pursuant to this covenant shall not constitute or be constructed as an approved by Waxhaw Land Partnership for the structural stability, design or quality of any building. All

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

future ( ines ren (14) root right of ne of each lot for the es, conduits, pipes and for funishing electric utilities, including

(b). Waxhaw Land Partnership also reserves an easemen and right at any time in the future to grant a five (5) right of way over, under and along the side lines of each lot 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 dovenants, 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 10ts has been recorded agreeing to change said covenants in whole or in part.

presents to be signed and sof 76/6/6 1987. 

By: Waxhaw Land Partnership, A North Carolina General Partnership

STATE OF NORTH CAROLINA,

COUNTY OF THE

certify that the control washaw Land Participally, bersons and acknowledged the due execution tsonally appeared before me thin the foregoing instrumen , do hereby Partner of me this day

Witness my hand and notarial seal, this &C.

My Commission Capter 2.2.90

4 | 8 PAGE 536

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.

Ç)

\_, a Notary Public, d



TATE OF NORTH CAROLINA,

COUNTY OF UNION.
IEPARED BY AND RETURN TO:
J. BENNETT GLASS, P.A.
P. O. BOX 1049
MONROE, N. C. 28110

AMENDED
RESTRICTIVE COVENANTS



WHEREAS, Waxhaw Land Development, a North Carolina genera partnership of Union County, North Carolina, is the owner of certain tract of land located in Union County, North Carolina, a shown on a plat thereof recorded in the Office of the Register of Deads of Union county, North Carolina in Plat Cabinet B, Fil No. 341-8.

AND WHEREAS, the original Restrictive Covenants referred to the cover 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 corract the name of the owner of the property;

AND WHERBAS, Waxdaw 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 protectiive covenants and restrictions on all lots shown in that subdivision known as Waxdaw 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 areed 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 lavel type dwelling shall have anclosed 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, with a minimum of 1,600 square feet on heated living area at the ground level.
- 3. In the event of the unintentional violation of any of Development, its successors or assigns, reserves the right, by the time being of said lot and the adjoining lots, to change the fulled setback line requirements set forth in this instance the building setback line requirements set forth in this instance the furspect to such lot provided, however, that such change that 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 attest 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

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.

of the two property lines along with two streets.

- 4. Carports or garages and any outbuildings qualifying conformity with the construction of the residence, and have an ainqie-family dwelling on said lot. All carports or garages must have a state or rear entrance only. Metal outbuildings will not be permitted.
- built with new materials only the intent of this coverant that only newly constructed homes that intent of this within this subdivision and the moving existing building or a dwelling unit in this subdivision and the moving existing building or a dwelling unit in this subdivision is prohibited. No structure placed on any lot shall have an exterior of cement block; bear construction of residences with concrete may be permitted.
- 6. We next our offensive trade or activity shall be may become an annoyance or nulsance to the neighborhood. We structure of a temporary character, such as trailer, basement, shack, gazage, barn, mobile home or other outbuilding shall or permanently.
- be allowed or maintained upon any of said lots. One horse per acre shall be permitted on any of the accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock or except dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes.
- for rubbish. Trash, garbage or maintained as a dumping ground 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 sign of any lot except a professional sign of not more than two 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 to the general appearance of the neighborhood shall be located upon any lot within the subdivision. All travel trailers rear of the dwelling and similar recreational squipment must be parked to the feliage. No commercial vehicles shall be parked or stored on any lot.
- 12. Wo freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.
- 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 waxhaw Land Development. Waxhaw Land Development. Waxhaw Land Development. Waxhaw Land Development shall have 30 specifications for the proposed construction to accept or reject the same in whole or in part, and if Waxhaw Land Developmentfails to accept or reject the same within said 20 days, then the plans and specifications and plot plan shall be deemed to be approved.

After permission for construction is granted by Waxhay Lan. 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 become 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 daticonstruction 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.
- right at any time in the future to grant a ten (10) foot right or 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 funishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and scorm water drainage facilities and horsebapk riding trails for use by property owner of Waxhew Meadows Subgirsion.
- (b) Waxhaw Land Davelopment also reserves an easement and right at any time in the future to grant a five (5) for 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) shows.
- right at any time in the future to grant a five (5). Waxnaw Land Development reserves an easement in an way over; under and along the property line abuttling on stree right of way for the same uses and purposes as set forth i 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 thirt (30) years from the date these overants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the lots has been recorde agreeing to change said covenants in whole or in part.

presents to be signed and seal in its name, this the 26th day of May , 1989.

General ia	#v:	Partnegahip		
rtner	\$		Development, Mina General	

STATE OF NORTH CAROLINA,

COUNTY OF ONTON

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rgen Koch , a Notary Public, do hereb

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STATE OF NORTH CAROLINA

COUNTY OF UNION

BENNETT GLCGS, P.A.
P.O. BCX +049
BONHOE, HC 26114

RESTRICTIVE COVENANTS

WAXHAW MEADOWS SUBDIVISION, PHASE 2

Land Development (her rail Partnership, Down day of pyment (hereinafter whip, Dorine Smith , David Marshall and Franklin Hartis and wife, Kimberly W. Schmidt and wife d Laura H. McLamb

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

Dorine 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

Potter Builders, Inc.

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

Charles Franklin Hartis wife, Windy B. Hartis

Lot 14, Section 2 (Book 664, Page 888) Lot 23, Section 2 (Book 501, page 488)

Samuel P. Mongillo and wife, Kimberly W. Mongillo

Lot 13, Sec (Book 508, Section 2 108, Page 2)

Lawrence John Sanford

Lot 21, Section 2 (Book 556, Page 718) Lot 11, Section 2 Book 590, Page 597)

Robert B. Schmidt and wife, Shirley A. Schmidt Janet I. Huneycutt

Lot 20, Section 2 (Book 618, at Page 490)

Laura H. McLamb

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

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

NOW, THEREFORE, in consideration of the premises herein, waxhaw hand 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:

Bach 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 succlosed 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, with a minimum of 1,000 square feet of living area at the ground level.

3. In the event of the unintentional violation of any of the building setback lines set forth herein, Maxhaw Land Development, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time 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.

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 hear 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 a 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 shall be raised, bred or kept on any lot, except dogs, cats or other household peets 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 o 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 lor will be permitted without the prior written consent of Waxhaw Land Development, its

- 11. No unlicensed or permanently inoperable vehicle, can 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 dealing and screened from the road by evergreen foliage. Krommercial vehicles shall be parked or stored on any lot.
- permitted in the front or side yard of any lot.
- other accessory feature to the dwelling, fence, wall, outbuilding of placed or altered on any lot until the construction plans as specifications showing the location of the proposed construction and lot until the construction plans as the lot have been approved in writing by Waxhaw Land Development shall have 30 days after receipt of the plans and specifications for the propose if Waxhaw Land Development fails to accept or reject the same if waxhaw Land Development fails to accept or reject the same plan shall be deemed to be approved. After permission to accept or research the plans and specifications and plot construction is granted by Waxhaw Land Development for the propose plan shall be the responsibility of the owner. Any permission granted by Waxhaw Land Development for construction pursuant to this washaw Land Development for construction pursuant to the shall be the responsibility of the scructural stability, design of any building. All construction shall be complete 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
- 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 power, gas, telephone service or other utilities, hickluding water; sanitary sewage service and storm water drainage facilities and soreback riding trails for use by property owners o Waxhaw Meadows subdivision.
- (b). Waxhaw Land Development also reserves an easement 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.
- right at any time in the future to grant a five (5) foot right of any fine 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.
- 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.

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 cauged these presents to be signed and sealed in its name, this /3 2 day of fourth, 1994.

							Secretary	æ •3 ••3	PORATE SEAL )								
										•	-			:	·	•	
Lot 13, Section 2 (Book 508, Page 2)	Kimberly W. Mongillo (SEAL)	Samuel P. Mongillo (SEAL)	Lot 23, Section 2 (Book 501, page 488)	Windy B. Hartis (SEAL)	Charles Franklin Hartis (SEAL)	Lot 14, Section 2 (Book 664, Page 888)	61519	By:	POTTER BUILDERS, INC.	Lot 18, Section 2 (Book 481, Page 741)	Mary Marshall (SEAL)	David Marshall (8BAL)	Lot 22, Section 2 (Book 481, Page 166)	Carolyn Taylor (SEAL)	Plennie Taylor (SEAL)	Dorine Smith Roshre Lot 15, Section 2 (Book 470, Page 760)	BY: DEATH I AHORINE
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-					certify appeared the fore	COUNTY	STATE OF	My Commi	N.	certify that this day and instrument.	Z,		Му Сотт	J-Norte	Certify Waxhaw L	COUNTY OF	STATE		ť						
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		•			certify that Plennie Taylor appeared before me this day the foregoing instrument		OF NORTH CAROLINA,	Wotary Public Swift Carolina, State at Large	my hand and notarial	hat Dorine Smith and acknowledged t.	D (36)	CAROLINA,	expires:_	band a _, 199	That Thank of the country that Thank of the country that Thank of the country than the country that the coun	.* - \	OF NORTH CAROLINA.								
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					and wife, Carolyn Taylor, personally and acknowledged the due execution of		Expires June 30	Notary I		The parsonally appeared before the execution of the foregoing		,	Notary	<u> </u>	lally app			Laura H. McLamb Lot 17, Section (Book 653, Page	1 200	Janet I. Lot 20, 1	(Back 5	Shirley A.	Robert	Lot 21, (Book 5	Lawrence
					Notary wolyn Ta		1999	otary Public	LHIS /	a wocary ally app tion of			Public	this.	, a Notary Public, do her General Partner of appeared before me this da of the foregoing instrument		,	McLamb Section	, ec	Hune	Lot 11, Section (Book 590, Page	A. Schmidt	B. Schmidt	Lot 21, Section (Book 556, Page	John
MI DESCRIPTION					Public, Nylor, p				0/1/2	eared be	!		R	·	a Notary Public, General Part eared before me he foregoing ing	٠	,	124	Page 490)		597)	ide	đ	718)	Sanford
PAR STANDARD			·.' -	. 1	do here ersonall		:	A (Treat)	day of	foregoing	of the state of th	South Control	No land	day of H Sur	blic, do hereby Partner of me this day g instrument			(SEAL)	i c	(SEAL)		(SEAL)	(SEAL)		(SBAL)
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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 tem (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 AYZ day of  $Extunc_0$ , 1994.

•	HAXHAM LAND DEVELOPMENT
	By: General Partner
	(SBAL)
	s Smi
	Check #10, Page
	ayigo A
	Carolyn Raylor ) Carolyn Raylor
	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:
Secretary	Firle
	Lot 14, Section 2 (Book 664, Page 888)
	Charles Franklin Hartis (SBAL)
	Windy B. Hartis (SEAL)
	Lot 23, Section 2 (Book 501, page 488)
	Samuel P. Mongilio (SEAL)
·	Kimberly W. Mongillo (SERL)
	Lot 13, Section 2

E E. Schmid  E E. Schmid  E A. Schmid  E A. Schmid  E A. Schmid  S90, Page  I. Huneycr  O, Section  618, at p.  8. McLamb  7, Section  653, Page  651, Page  E the fore  al, this _  ry Public  ry Public	Lot 21, Section 2 (Book 556, Page 718)
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	execution of the foregoing instrument.
	certify that Samuel P. Mongillo and wife, Kimberly W. Monorita
المسين	COUNTY OF
	STATE OF NORTH CAROLINA,
,	
	Notary Public (SEAL)
	Withess my hand and notarial seal, this day of
	ងខ្លួំ ម
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	TR OF Money
	l, this
	day and acknowledged that he/she is builders, Inc. and that, by authority du of the Corporation, the foregoing instrume by its before the foregoing instrume by its himself/herself as its
	that a Notary Public Ac
	STATE OF NORTH CAROLINA,
	Notary Public (SEAL)
	Witness my hand and notarial seal, this day of
	certify that David Marshall and Mary Marshall personally appeared foregoing instrument.
-	)g
	ATS OF NORTH CAROLINA,
	Motary Public Security Sanding
Seir a Birona	AH Hay of
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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 thee, 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 WITHBSS WHEREOF, the undersigned have caused these presents to be signed and sealed in its name, this 15 day of february, 1994.

## X Charles Franklin Hartis X Mindul B. Huntis X Windy B. Hartis By: General Partner Themsoles are muliment Carolyn Taylor Lot 18, Section 2 (Book 481, Page 741) Mary Marshall David Marshall Lot 22, Section 2 (Book 481, Page 166) Plennie Taylor Dorine Smith Rochre Lot 15, Section 2 (Book 470, Page 760) POTTER BUILDERS, INC. Lot 14, Section 2 (Book 664, Page 888) Lot 13, Section 2 (Book 508, Page 2) Samuel P. Mongillo Lot 23, Section 2 (Book 501, page 488) Kimberly W. Mongillo FIFTE \_(SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SRAL) (SEAL)

:	r, that Samuel P. Mon personally appeared before execution of the foregoing	COUNTY OF	STATE OF NORTH CAROLINA	My Commission expires:	execution of the foregr	I, Patricia T, Hornaday certify that Charles Frankl personally appeared before	2	My Commission expires:		Witness my hand and 1994.	certify that me this day and acknowledged me this day and acknowledged Potter Builders, Inc. and this the act of the Corporation, in its name by its breat, and attested by himsel	COUNTY OF	STATE OF NORTH CAROLINA	My Commission expires: Potter Builders, Inc.		Witness my hand and	1, certify that David Mars before me this day and foregoing instrument.	COUNTY OF	STATE OF NORTH CAROLINA	My Commission expires:_	1994.
	gillo and wife, Kimber me this day and acknoinstrument.	ļ	NA,	Poticia Notary Pub	instrument. tarial seal, th	rnaday  Franklin Hartis and wife, Windy B.  before me this day and acknowledged			Notary Public	nd notarial seal, this	that he/she is hat, by authors the foregoing resident, sealers the fire of the foregoing the fire of the foregoing the fire of the foregoing the fire of the fire		•		Notary Public	d notarial seal, this	Marshall and Mary Marshall personally and acknowledged the due execution of it.				NOTATE PUBLIC
	Public, do hereby ly W. Mongillo, wledged the due			Action and Control (1884)		ublic, do hereby ndy B. Hartis, ledged the due			(SBAL)	_ day of	otary Public, do hereby personally came before secretary of the descretary of the descretary of the descretary.				(SEAL)	day of	lic, do hereby maily appeared on of the				(TVRS)

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Shirley A. Schmidt (SEAL)

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 334)

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

rertify that a Notary Public, do hereby Haxhaw Land Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this

Notary Public

COUNTY OF STATE OF NORTH CAROLINA,

My Commission expires:

certify that Dorine Smith Roshre personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this

(SEAL)

My Commission expires:

STATE OF NORTH CAROLINA,

COUNTY OF

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	,	orny instrument.
gi, esset		the rennie Taylor and wife, Carolyn Taylor, personall before me this day and acknowledged the due personall
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		COUNTY OF
		STATE OF NORTH CAROLINA,
		.3 committed expired:
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		"Itmess my hand and notarial seal, this day of
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- 1:		and acknowledged the due execution of
		Dorine Smith Rohre personally and Public, do
* .		COUNTY OF
		STATE OF NORTH CAROLINA,
	<del></del>	wordry Fublic
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-(		j
		Witness my hand and notarial seal this
j		iged the due execution of the foregoing instru
		pay Land Development personally, General
		No.
		COUNTY OF UNION
<u>4 - 1</u>		STATE OF NORTH CAROLINA,
•		(Book 653, Page 334)
		Lauka H. McLamb
*		There of Mother Course
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· .		(Book 590, Page 597)
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		Schutter of W. Schutter
(		
9		Robert B. Schmidt (SEAL)
<del> </del>		
-		Lot 21, Section 2 (Book 556, Page 718)
		ntord
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ORTH CAROLINA,  Retary Public on expires: 8:13-97  ORTH CAROLINA,  Retary Public on expires:  Retary Public on expires: 8:13-97  Retary Public on expires: 8:13-97	(OF MACHINA,	Witness my hand and notaxial seal, this day of 1994 Notary Fublic (SEAL)  My Commission expires: NOTARY FUBLIC (SEAL)
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## BK695P6872

A . + #12 (++2-4)
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My Commission expires:  STATE OF NORTH CAROLINA,  COUNTY OF  1,  1,  1,  1,  1 a Notary Public, do hereby before me this day and acknowledged the due execution of the foregoing instrument.	at Lawrence John Sanford, single, personally a this day and acknowledged the due execution of instrument.  ss my hand and notarial seal, this day day		in delimited Notary Published Wife, Shirley Ame this day and acknowle instrument.	witness my hand and notarial seal, this 1/9 day. 1994.  Wotary Public Notary Public	Commission expires: Where the ATE OF NORTH CAROLINA,	COUNTY OF  I,  Certify that Janet I. Huneycutt personally appeared before me instrument.	Witness my hand and notarial seal, this day of	My Commission expires: Notary Public (SRAL)	STATE OF NORTH CAROLINA,	certify that Laura H. McLamb personally appeared before me this day and acknowledged the due execution of the foregoing instrument.	my hand and notarial seal, this day of	My Commission expires:(SEAL)		Commission expires:  Witness my hand and notarial seal, this day and acknowledged the due execution of the foregoing instrument.  Witness my hand and notarial seal, this day and acknowledged the due execution of the foregoing instrument.  ODNTY OF  TATE OF NORTH CAROLINA,  ODNTY OF  I,  Witness my hand and notarial seal, this day and acknowledged the due execution of the foregoing instrument.  Witness my hand and notarial seal, this  Witness my hand and notarial seal, this  Witness my hand and notarial seal, this  T,  That Laura H. McLamb personally appeared serument.  Witness my hand and notarial seal, this  Witness my hand and notarial seal, this
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17. Invalidation of any one or more of these covenants by judyment or by court shall not edversely affect the balance of the said covenants, which shall remain in force and in effect.

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

resents to be signed and sealed in its name, this /3/2 day of

			Secretary	( CORPORATE SEAL )				
	Sandal E. Mongallo (SEAL)  Linearly M. Mongallo (SEAL)  Lot 13, Section 2  (Book 508, Page 2)	Charles Franklin Hartis (SEAL) Windy B. Hartis (SEAL) Lot 23, Section 2 (Book 501, page 488)	title Section 2 64, Page 888)	Mary Marshall  Lot 18, Section 2 (Book 481, Page 741)  POTTER BUILDERS, INC.  By:	Lot 22, Section 2 (Book 481, Page 166)  David Marshall (SEAL)	Plennie Taylor (SEAL)  Carolyn Taylor (SEAL)	General Partner  Dorine Smith Rochre Lot 15, Section 2 (Book 470, Page 760)	

Motary Public Notary Public September 105	Rath at wife, if hongillo and wife, if fore me this day and oing instrument.	non of the foregoing instrument.  These my hand and notarial seal, this day and acknown the foregoing instrument.	ion expires: ORTH CAROLINA,  BY Charles Review A Notary	certify that acknowledged that he/she is persue this day and acknowledged that he/she is persue the republic of the Corporation, the foregoing instruction and attested by himself/herself as its witness my hand and notarial seal, this	Ny Commission expires: Potter Builders, Inc. STATE OF NORTH CAROLINA, COUNTY OF	COUNTY OF COUNTY OF COUNTY OF A NOTAL COUNTY OF CERTIFY that David Marshall and Mary Marshall before me this day and acknowledged the due expering instrument.  Witness my hand and notarial seal, this
	a Notary Puble, Kimberly Wand acknowled	, h, < 5	ry Public	she thou		ii the

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