

RECORDED
and
VERIFIED
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BOOK 458 PAGE 052

Signature
WLL

STATE OF NORTH CAROLINA
COUNTY OF UNION

RESTRICTIVE COVENANTS

WHEREAS, HEDEL CO., a North Carolina Partnership, with its principal place of business in Union County, North Carolina (hereinafter referred to as "Declarant") is the owner of a certain tract of land located in Union County, North Carolina, as shown on plats thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File 325 A; and

WHEREAS, Declarant, the owner of said tract of land known as WEDDINGTON WOODS SUBDIVISION, as shown on said plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon Lots 1 through 36, all inclusive as shown on said plat recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet B, File 325 A.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said lots the following restrictions:

1. Said lots 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 out buildings customarily incidental to the residential use of the lot, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in this subdivision in order to grant access to owners of any

adjacent property, and in such case, the remainder of any such lot not used for the roadway shall be subject to those restrictions. Single-family shall include parent, child, brother, or sister of owner.

2. Any single-family dwelling, one-story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than eighteen hundred (1,800) square feet at what is commonly known as "ground level." Any one and one-half story dwelling or tri-level or split-level type dwelling erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, or not less than Two Thousand (2,000) square feet. Any two-story dwelling erected or maintained on any of said lots shall have an enclosed heating area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than Two Thousand Four Hundred (2,400) square feet. All residential dwellings must have an attached garage or carport accommodating at least two vehicles. Prior to any improvements being erected on any lot, the plans for said improvements must be approved in writing by the Declarant or its assigns. All out buildings shall be constructed in a fashion which shall be complementary to the residential building on said lot.

3. Garages or carports must be attached to said residences, and shall have only a rear or side car entrance, said carports or

garages to be constructed in substantial conformity with the construction of the residence. All driveways shall be constructed of either concrete or asphalt or other decorative type of material approved by Declarant at time of completion of said residence.

4. No boats, trailers, motor homes, recreational vehicles or any type of motor vehicle except passenger automobiles shall be parked in the driveway so as to be visible from the street.

5. No residential building shall be located on any lot nearer than sixty (60) feet from the street right-of-way line of the street on which the lot fronts, nor nearer than fifteen (15) feet to a side street line.

No building shall be located on any lot nearer to the side lot line than fifteen (15) feet, nor nearer the rear lot line than forty (40) feet.

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

Any triangular shaped lot shall have as its front lot line the line adjacent to the road right-of-way.

6. Any residence constructed subsequent to any other residence on a street shall conform to the set-back of such residence from the street so as to present a uniform set-back.

In the event of the unintentional violation of any of the building lines set forth, Declarant, its successors or assigns, reserve the right, by and with the written mutual consent of the owner or owners for the time being of said lot, to change the building line restrictions set forth in this instrument; provided,

however, that such change shall not exceed ten (10%) percent of the marginal requirements of such building restrictions.

7. More than one (1) lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more building lots by (or with the written consent of) Declarant, or its successors assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by sale or otherwise, except Declarant, its successors and assigns, reserve the right to subdivide any lot which it owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exposed exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.

9. 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, and no animals or poultry of any kind may be kept or maintained on any of said lots, except dogs, cats and horses.

10. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots. Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center. Said mobile office shall be removed after all of the above-described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than three years from the date this instrument is recorded.

11. No trailer, basement, tent, shack, garage, or other out building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. No vehicle, trailer, or automobile shall be parked in the street or on the shoulders of the street except for the automobiles of non-overnight guests.

13. Sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event a community sewage disposal system becomes available, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system.

14. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers.

15. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions.

16. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot from the building setback line on said lot to the street line. No chain link fences shall be erected on any lot except to enclose a tennis court.

17. No signs of any description shall be displayed upon any lot with the exception of rental or sales signs.

18. No brick mail boxes or supports for mail boxes shall be constructed or maintained in the street right-of-way.

19. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.

20. Each property owner's well and septic system must be coordinated as required by public health authorities to prevent contamination of other lots.

21. Each lot owner shall repair and reseed at owner's expense any damage done to the road pavement and shoulders by contractors and/or material supplier during construction on said lot.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fee.

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

24. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) 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 has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed and sealed in its name by one of its partners, this the 19th day of July, 1987.

HEDEL CO., A North Carolina Partnership

By: Ernest S. Almy (SEAL)

RECORDED
and
VERIFIED
BES

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Return to:

Harry M. Deaton
1409 Weddington Matthews Road
Matthews, N.C. 28105

Filed for record
Date 3-29-94 at 10:01 o'clock P.M.
Time 4:01
JUDY G. PACE, Register of Deeds
Union County, North Carolina
By Harry M. Deaton

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF UNION

WHEREAS, HEDEL CO., a North Carolina Partnership, with its principal place of business in Union County, North Carolina (hereinafter referred to as "Declarant") is the owner of a certain tract of land located in Union County, North Carolina, as shown on plats thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File 362

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and WHEREAS, Declarant, the owner of said tract of land known as WEDDINGTON WOODS SUBDIVISION, as shown on said plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon Lots 1 through 36, all inclusive as shown on said plat recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet C, File 362.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place ad impose upon all of said lots the following restrictions:

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1. Said lots 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 out buildings customarily incidental to the residential use of the lot, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in this subdivision in order to grant access to owners of any adjacent

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property, and in such case, the remainder of any such lot not used for the roadway shall be subject to those restrictions. Single-family shall include parent, child, brother, or sister of owner.

2. Any single-family dwelling, one-story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than eighteen hundred (1,800) square feet at what is commonly known as "ground level". Any one and one-half story dwelling or tri-level or split-level type dwelling erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, or not less than Two Thousand (2,000) square feet. Any two-story dwelling erected or maintained on any of said lots shall have an enclosed heating area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than Two Thousand Four Hundred (2,400) square feet. All residential dwellings must have an attached garage or carport accommodating at least two vehicles. Prior to any improvements being erected on any lot, the plans for said improvements must be approved in writing by the Declarant or its assigns. All out buildings shall be constructed in a fashion which shall be complimentary to the residential building on said lot.

3. Garages or carports must be attached to said residences, and shall have only a rear or side car entrance, said carports or

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garages to be constructed in substantial conformity with the construction of the residence. All driveways shall be constructed of either concrete or asphalt or other decorative type of material approved by Declarant at time of completion of said residence.

4. No boats, trailers, motor homes, recreational vehicles or any type of motor vehicle except passenger automobiles shall be parked in the driveway so as to be visible from the street.

5. No residential building shall be located on any lot nearer than fifty (50) feet from the street right-of-way line of the street on which the lot fronts, nor nearer than fifteen (15) feet to a side street line.

No building shall be located on any lot nearer to the side lot line than fifteen (15) feet, nor nearer the rear lot line than forty (40) feet.

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

Any triangular shaped lot shall have as its front lot line the line adjacent to the road right-of way.

6. Any residence constructed subsequent to any other residence on a street shall conform to the set-back of such residence from the street so as to present a uniform set-back in so far as possible to conform with the Union County

Environmental Health Department requirements.

In the event of the unintentional violation of any of the building lines set forth, Declarant, its successors or assigns, reserve the right, by and with the written mutual consent of the

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owner or owners for the time being of said lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten (10%) percent of the marginal requirements of such building restrictions.

7. More than one (1) lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more building lots by (or with the written consent of) Declarant, or its successors assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by sale or otherwise, except Declarant, its successors and assigns reserve the right to subdivide any lot which it owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exposed exterior of either block or cement block. Any dwelling constructed upon a lot must be completed with one (1) year subsequent to commencement of construction except with the written consent of Declarant, its successors or assigns.

9. 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, and no

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animals or poultry of any kind may be kept or maintained on any of said lots, except dogs, cats and horses.

10. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots. Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center. Said mobile office shall be removed after all of the above-described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than three years from the date this instrument is recorded. Any builder who has purchased four or more lots may set up a temporary construction office at a lot so designated by Declarant. Said construction office must present a neat appearance and no outside storage will be permitted. This office must be removed at a time Declarant shall choose, but in no event shall remain in place more than three years from the date this instrument is recorded.

11. No trailer, basement, tent, shack, garage, or other out building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. No vehicle, trailer, or automobile shall be parked in the street or on the shoulders of the street except for the automobiles of non-overnight guests.

13. Sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority

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having jurisdiction. In the event a community sewage disposal system becomes available, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system.

14. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers.

15. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions.

16. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot from the building setback line on said lot to the street line. No chain link fences shall be erected on any lot except to enclose a tennis court.

17. No signs of any description shall be displayed upon any lot with the exception of rental or sales signs.

18. No brick mail boxes or supports for mail boxes shall be constructed or maintained in the street right-of-way.

19. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.

20. Each property owner's septic system must be coordinated

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as required by public health authorities to prevent contamination of other lots except where an easement has been granted.

21. Each lot owner shall repair and reseed at owner's expense any damage done to the road pavement and shoulders by contractors and/or material supplier during construction on said lot.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fee.

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

24. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) 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 has been recorded agreeing to change said covenants in whole or in part.

25. These Restrictive Covenants revise and supersede the Restrictive Covenants dated July 19th, ¹⁹⁸⁷ and recorded in Book 458

Page 052 of the Union County Public Registry.

BK700PG808

Filed for record
Date 3-29-94
Time 4:05 PM
JUDY G. HARRIS, Clerk of Deeds
Union County, North Carolina

Drawn by and Return to: *Harry M. Delaney*
~~Delaney and Sellers, P.A.~~ *6409 Weddington*
~~Ste 410, 301 S. McDowell Street~~ *Matthews, N.C. 28105*
Charlotte, NC 28204

Revised PG

~~RECORDED~~
~~and~~
~~VERIFIED~~
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEDDINGTON WOODS SUBDIVISION

WCS
THIS DECLARATION, made on the date hereinafter set forth, by
HEDEL CO., hereinafter referred to as "Declarant," and any and all
persons, firms, or corporations hereafter acquiring any of the
within described property.

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W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Union
County, North Carolina, which is more particularly described by plat
thereof recorded in Plat Cabinet B, File C-362 in the Union County
Public Registry, to which reference is hereby made for a more
complete description; and

WHEREAS, Declarant has agreed to establish a general plan of
development as herein set out to restrict the use and occupancy of
the property for the protection of the property and the future
owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the
property described on said plat shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with said real property and be
binding on all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Weddington Woods Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to contract buyers and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain property shown on plats recorded in Plat Cabinet B, File C-362, in the Office of the Union County Register of Deeds, and shall also mean and refer to such revisions thereto as may hereafter be made by Declarant by subsequent recorded instrument.

Section 4. "Lot" shall mean and refer to any plat of land or tract shown upon any recorded subdivision plat of the Property, and all improvements located thereon.

Section 5. "Declarant" shall mean and refer to Hedel Co., its successors and assigns, if such successors or assigns should acquire one or more undeveloped lot from the Declarant for the purpose of development, and if the obligations of the Declarant are expressly assumed by such successors or assigns.

Section 6. "Common Property" shall mean all existing or future roads and right-of-way shared by the owners, plus signs and other property as may be purchased or provided for the common use and benefit of the owners.

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ARTICLE II.

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress, egress and regress over the roads within the property, to be used in common with others, for the purpose of providing access to lots owned by the owner for himself, his family, licensees and invitees, subject to the following provisions:

(a) The right of the Association to establish an assessment to be paid by each owner for the maintenance, upkeep and repair of all roads, road rights-of-way, and any other Common Property, and generally to maintain the Association; provided, however, that the Declarant shall be exempt from the requirement of paying any assessments with regard to lots owned by it, and with respect to assessments already accrued on lots that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure, or by foreclosure.

Commencing at the time each owner purchases a lot in the subdivision, an initial assessments of \$100 per lot shall be made as the assessment for the calendar year in which the sale is completed. Thereafter, each such owner shall pay an annual assessment which shall be due and payable on or before January 7 of the next calendar year and each year thereafter. The Board of Directors of the Association may provide for a different payable date and vary the amount of the assessment as herein provided. The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten (10%) percent in excess of the assessment for the previous

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year. A majority of the members of the Association must approve an increase in the yearly assessment if the increase exceeds the assessment for the previous year by more than ten (10%) percent. Furthermore, a majority of the members of the Association must approve any decrease in the yearly assessment provided herein.

Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the roads and road rights-of-way; provided, however, that any such special assessments shall have the assent of a majority of the members of the Association at a duly called meeting. A special assessment may differ in amount as between owners of dwelling units and owners of unimproved lots, provided that any difference is reasonably and equitably determined.

The Declarant and its successors or assigns will continue maintenance of roads for such period of time and in such manner as the Declarant deems necessary; provided, however, that the Association shall contribute 100% of the annual and accumulated assessments to the cost of such maintenance until such time as the North Carolina Highway Department or some other agency of the State

of North Carolina assumes responsibility for the maintenance of such roads. In the event such state agency requires further improvement of such roads as a condition of acceptance, the costs of such improvement shall be borne by a special assessment on the record owner of each lot in the subdivision in an amount equal to a fraction (the numerator of which shall be one times the number of lots owned and the denominator shall be the total number of lots in the subdivision) of the total cost of such further improvement.

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and to enforce collection of the same.

Section 2. The Association shall, in addition to responsibility for road maintenance, provide such other programs and benefits for the owners as the numbers thereof by a seventy-five (75%) percent vote deem appropriate. The Declarant shall have no obligation for any such assessment or other costs or expenses with regard to any lot owned by it or with respect to assessments accrued as to any lots that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure, or by foreclosure.

ARTICLE III.

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of a lot which is subject to assessment, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to a number of votes equal to the total number of votes of all Class A members plus one, so that the Declarant will have a number of votes which shall constitute a majority of the total votes of all members of the Association.

Class B membership shall cease and terminate and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

(a) January 1, 2000

(b) At such time as Declarant voluntarily relinquishes majority control of the Association by instrument duly recorded in the Union County Public Registry.

Section 3. There shall be three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) directors.

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ARTICLE IV.

MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street, right-of-way and Common Property maintenance, repairs and improvements as provided in ARTICLE II, with each owner being responsible for such annual assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest at a rate per annum as shall be determined from time to time by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

At the time set forth herein, the obligation for the repairs, maintenance and improvements of the private roads as shown on the aforesaid plat or any other Common Property shall be the responsibility of the Association with the owner of each lot, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the owner of each lot.

In the event that the owner of any lot fails and refuses, after demand by the Association, to pay said annual or special assessments, then the Association shall have a lien against said lot and may enforce collection of said assessments, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the said lot.

It is understood and agreed that the judgment as to whether or not private roads or any Common Property are in need of maintenance and repair, and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Notwithstanding the foregoing, each owner of a lot shall be solely responsible for any repairs to a street right-of-way or other Common Property necessitated by the negligent act of said owner, his or her invitees, agents or guests.

Section 2. The assessments levied by the Association will be used exclusively to promote the safety and welfare of the owners by providing well-maintained streets and roads within the Property and such other benefits as permitted hereby.

ARTICLE V

CONVEYANCE OF COMMON PROPERTY

Declarant by deed will convey its right, title and interest in and over the street rights-of-way and any other Common Property within the Property to the Association for the purpose of maintenance of the streets and rights-of-way as private streets and for the maintenance of any other Common Property by the Association.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Declarant does hereby covenant and agree with all persons, firms, or corporations hereafter acquiring title to any portion of

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the Property, that the Property is hereby subject to restrictive covenants as to the use thereof, which restrictions are duly filed for record in the Office of the Register of Deeds of Union County, North Carolina.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by one of its partners, this the 8th day of March, 1994.

HEDEL CO.

By Harold M. DeLaney
One of its Partners

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public, of the County and State aforesaid, do hereby certify that Harold M. DeLaney personally came before me this day and acknowledged that he is a partner in Hedel Co., a North Carolina General Partnership, and that by authority duly given and as the act of the partnership, the foregoing instrument was signed in its name by him on behalf of Hedel Co.

Witness my hand and official stamp or seal, this the 8 day of March, 1994.

Delores F. Kale
Notary Public.

My commission expires: 8-5-96

(NOTARIAL SEAL)

END/Weed, Dec

The foregoing certificate(s) of Delores F. Kale, Notary Public of Mecklenburg County, N.C. is/are certified to be correct. This instrument and certificate are duly registered at the deed and time and in the book and page shown on the first page hereof.
Judy G. Price BY: Mary Smith
Register of Deeds
Union County, NC
Assistant