MENIFIED.

STATE OF NORTH CAROLINA

COUNTY OF UNION

COVENANTS

Deeds shown certain tract (hereinafter principal WHEREAS, HEDEL for on plats Union County, place of land located in Union County, referred thereof of co., business recorded in to as North North Carolina, in Upion, County, "Declarant") Carolina the Office of in Plat Partnership, ე ს North Carolina, as the Cabinet North the owner Register Carolina with ₽, <u>н</u> File O_{ff}

WEDDINGTON WOODS Union County, said grantees, estrictions the plat WHEREAS, Declarant, the use t 0 recorded O. place noqu North itself, SUBDIVISION, Lots and in the Office Carolina impose certain 1 through H. Ľ. owner successors (C) Plat shown O H 36, 0 H1 Cabinet'B, the said a11 on protective Register and assigns said plat, tract of inclusive File covenants of Deeds land known as 325 ស បា now desires and shown future for

restrictions: hereby place itseIf, NOW, THEREFORE, in consideration of 1. 1. 1. and successors, impose noqu assigns all of and future said lots the premises, the grantees, Declarant, following does

dwelling, 0 remain no structure shall Said together ď subdivision right any lots use with lot shall be Ċ t O Hi bе in order construct other out the erected, used lot, buildings than ď β for except grant placed, roadway over one residential customarily detached, access that altered, Declarant о († any purposes owners incidental single 100 permitted owned reserves Ö. family only, any Λq

Singleadjacent family used property, Tor shall the roadway and include in shall such parent, Ьe case subject child, the ţο remainder brother those restricti Or Off. sister any such ons O_{Ff}

- not main maintained dwelling commonly exclusive garages, living lot which said attached (2,400)unheated (2,000)less assigns. structure, an improvements shall area o fi square square o R and than enclosed Any garage O Ffi known spaces, said 9 Ö H tri-level өq open other improvements single-family All eighteen feet any complementary the feet. 9 Lots ÇD O exclusive porches, out must 0 f heated living unheated main 0 fi carport "ground shall Any not buildings 0 A 1 1 said þe hundred (1,800) two-story structure, split-level approved being garages, less dwelling, 0 Ha have residential spaces, level accommodating lots 9 open shall erected than ដ្ឋា the area shall Į. and dwelling 9 enclosed porches, exclusive residential Two type dwelli Any one-story writing эď not other O.fi 9 square dwellings have constructed one t D Thousand less any the erected or maintained heating least unheated Λq and garages O fi feet than main in height, the building enclosed open βu one-half must two Four the Two Declarant area in a at what erected structure and spaces, vehicles. plans porches have Thousand Hundred g fashion shall other said the 9 р. Н-O.H Ö an
- and shall have Garages only 9 carports rear Ö must side эq attached ťΟ said said residence carports 0

ruction уd concrete Declarant asphalt ucted time ا۔ 9 Of. substantial other completion driveways decorative O.H shall conformity said type residence constructed with

- Ö driveway trailers, vehicle g S except motor√homes, e d passenger visible recreational from automobiles vehicles shall
- 104 building from fronts, the shall nor street nearer right-of-way located than fifteen g any 100 O H

line fort building (40) fifteen shall (15)Эd located feet, nor g any nearer lot the nearer rear Ċ C lot the line side

property lines along any the corner lot shall the

shaped road lot right-of-way shall have S) CD its front

esidence from 9 residence street shall S constructed conform 40 subsequent the 1 0 0 ţο .back O Hi other

for γd the the and time with Decl ሥ ርተ ያ violation successors mutual consent change assigns 0 fi the the

marginal tha đ requirements such change 0£ shall such not building exceed restrictions. ten (10%) percent οË

- owns. and lot subdivided, herein assigns, reserved lines with assigns, shall Upon combination may and in such event More herein the of Λq p b such than sale apply written reserve combined shall 10t one 20 c C ន otherwise, Ьe the consent (1) lot such or ζţ combined or the building line requirements prescribed applicable right form subdivision lots, (as 0 one except ζÓ shown Į. Declarant, (1) subdivided. Q t subdivide combined. the Declarant, of 9 on said more lots, rear, or S any building plats) n ts side the its successors Z O lot lot successors easements and or which lots may parts front þe
- remodeling permitted, subsequent constructed exposed written ubdivision. exterior consent Construction any o K **∸** t o nogn being converting existing building o Z commencement 0 f വ Declarant, structure the either lot Of. intent new the must block residential o f same 1 ts placed 90 O Fi or R construction, 0 successors completed within this into portion cement on covenant р any buildings dwelling block. thereof S S lot assigns except Ç shall only unit one (1) 9 prohibit Any ប្រ with shall dwelling have in this lot year the the and an bе
- animals said ied become g 20 lots, Z O noqu poultry noxious except annoyance any 0 lot, dogs, 0 any 9 ron Of f kind cats nuisance ensive shall anything and may horses 0 trade o t kept the 0 9d or neighborhood, activity done maintained thereon shall and 9 which 9 Q

950 any ach uma

- this said maintaining erect instrument mobile bе បា removed npon mobile office that ល E C any after sales office Declarant recorded 0 H remain longer said all information on mobile of. any shall lots. the above-described lot than home choose, center. Declarant that three parks <u>ب</u>. but owns years Said shall shall 'n, for no mobile lots from a d event the allowed permitted are the purpose office shall date sold e H
- residence building temporary N O erected temporarily character trailer, g any basement, be used as 9 permanently, lot shall tent, Ы residence be e shack, nor used shall garage, at any structure any 0 time other ខ្ព out of þ
- automobiles street 12 o fi vehicle, Ö non-overnight the shoulders trailer, guests 02 о Н automobile the street shall except e e parked for the Ħ
- the system. shall be naving itrification North Carolina State becomes jurisdiction. installed, Sewage field available, disposal and the 0 other H H Board of Health, or shall no the sewage system more event be made septic disposal shall be made which മ community only by tanks other meets 0 septic health the sewage disposal other approval tank authority γd systems said O H
- other dumping ground No portion waste shall 0,5 for not part rubbish or p d 0 H kept, any lot except other shall u T refuse. эd sanitary used Trash, O F containers maintainec garbage,

- easements maintenance subdivision the free interior boundary and utiliti clear lot thirty lot .es, of lines lines (30) a11 including are and obstructions reserved fifteen ij the width for right (15)along installation feet ţ ďəəx width aíd and
- tennis inches fences setback No shall fence shall ьe ine 0 K ьe maintained wall g erected said having lot qo or മ any ţ permitted height the lot street in except on excess any line. o t lot O.f. enclose forty. Ö the Ø
- 5 with the NO exception signs 0 fi any 0 description rental 8 sales shall signs Эď displayed nogn any
- constructed 18. Ŏ Z or brick maintained mail boxes Ľ, the 0 street supports right-of-way for mail boxes эd
- subdivision 19. Nothing specifically other herein restrictions apply than the contained property to which g shall any property 90 construed these О Н the restrictive 0
- contamination coordinated Each ល បា O Hi required property other lots Λq owner's public well health and authorities septic system ςţ must prevent ಶಿರ
- contractors any Each and/or damage lot material done owner 6 shall supplier road repair pavement and construction eed shoulder no owne said

BOOK 458 PART 058

- attorney' parties gainst iable appropri covenant for violating Enforcement the ate person either cost legal necessary to or g Ç of attempting shall persons OK. restrain violation or such equitable рe proceedings violating Λq enforce proceedings violate proceedings these or C including attempting restrictive († Di 40 the recover same the Ф ç reasonable shall covenants party damages. violate equity рe
- covenants, judgment 9 Invalidation which court shall shal remain O. not any adversely n L one full 9 force more affect 0 and the these effect balance covenants O Hi said Хq
- binding period of nstrument ecorded, been on recorded after thirty These signed all successive which parties covenants (30) agreeing Ьy а time years majority periods and are to change said from persons ţ 0 covenants 0 fi nur the the said covenants t e n with date claiming then (10) shall the these owners land years under 9 Q covenants automatically and Ľ. them shall whole the for lots 9 0 9 an נע

Ϊ WITNESS WHEREOF, üï 1. ts Declarant name has one O fi <u>i</u>ts partners, these presents this the Ç

HEDEL CO., A North Carolina Partnership

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RECORDED VERIFIED !

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Harry M. Delaney Gulog wardenistor matthews load

Fled for record Union County, Maria Controlled County, Maria County, Maria Controlled County, Maria Coun

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF UNION principal place of business in Union County, North Carolina WHEREAS, HEDEL CO., a North Carolina Partnership, with 148 MC Bar

(hereinafter referred to as 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 tract of land located in Union County, North Carolina, "Declarant") is the owner of a

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

hereby place ad impose upon all of said lots the following itself, its successors, assigns and future grantees, does 02151

restrictions: and no structure shall be erected, placed, altered, together with out buildings remain on any lot residential use of the lot, except that Declarant reserves this subdivision in order to grant access to owners of any adjacent Said right to construct a roadway over any lot owned by it lots shall be used for residential purposes only, other than one detached, single-family dwelling, customarily incidental to or permitted to the =

Single-family shall include parent, child, brother, for the and in such case, roadway shall be the remainder subject Of, to those any such lot restrictions. or sister of

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

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

- No boats, trailers, motor homes, recreational vehicles
- parked in the driveway so as to be visible any type O Fi motor vehicle except passenger from automobiles shall the street. lot
- nearer the street on which the lot than fifty a side street line. **Z** residential building shall (50) feet fronts, from the street nor nearer be located on any right-of-way than fifteen (15) line of

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

forty (40) feet. The "front line" of any corner lot shall be the shorter 0

two property lines along the two streets triangular shaped lot shall have as ST. front lot line

the line adjacent ģ the road right-of way.

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

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

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

- may be subdivided, by sale or otherwise, except Declarant, prescribed herein shall apply to such lots, if combined. assigns, and in such event the building line requirements successors and assigns reserve easements reserved herein shall be applicable which it with the front may be combined to form one (1) or more building lots by More than one (1) lot (as shown on said plats) or parts owns. lot lines of such lot as combined or subdivided written consent of) Declarant, or its successors Upon combination or subdivision of lots, the the right ģ subdivide any lot ¢ 0 the rear, No lot side
- permitted, remodeling or moving of any subdivision. subsequent to commencement of construction except with the constructed upon a exposed exterior written consent of Declarant, Construction of new residential buildings only shall be ji H converting the same existing building or portion thereof on a lot No structure placed on any lot shall have an being of either block or cement block. lot must be completed with one the intent of this covenant to prohibit its successors or into a dwelling unit in this assigns (1) year Any dwelling and
- carried on upon any lot, become Z O an annoyance noxious or offensive trade or activity shall be 9 nor shall anything be done nuisance to the neighborhood, thereon which and

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

- erect maintained upon any of said lots. maintaining lots may set up a instrument is recorded. **but** designated by the date this neat appearance and no outside storage removed after in no office ø office that Declarant mobile No mobile home or mobile home parks event a sales must Declarant. remain longer instrument office on any lot that it owns shall all of the be removed at temporary construction office information shall choose, but remain in place more than three years Any builder who has purchased four ß. Said construction office must present above-described lots are than three years from the date this recorded. Ø center. time Declarant Declarant shall be permitted to ä Said mobile will be no event shall be allowed or for at a lot shall permitted. the shall said office sold or esogrud choose O M or more shall 9 O H
- residence, building temporary character be used as a residence. erected on any lot ö temporarily or trailer, basement, tent, shack, garage, or other out permanently, nor shall any structure shall be used at any time 21.ES 23.
- automobiles street No vehicle, 0 of non-overnight guests. on the shoulders trailer, or of the street except for the automobile shall be parked
- the North Carolina State Board of Health, nitrification field disposal shall be made only by septic tank with 30 other system which meets the or other health authority approval

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

- 9 other dumping waste shall not be kept, ŏ portion or part ground for rubbish or of any lot shall be used or except other in sanitary containers. refuse. Trash, maintained garbage,
- easements maintenance along the interior lot lines are reserved for installation and subdivision 15. free and clear Easements O.f. boundary lot lines and fifteen (15) utilities, thirty of all obstructions. including (30) feet the in width along the right to keep said Feet in width exterior
- tennis court link fences shall be erected on any lot except to enclose building setback line on said lot inches shall be maintained or fence or wall having a height in excess to the street permitted on line. any lot of forty-two No chain from
- E th 17. the No signs exception of of any description shall be displayed upon any rental or sales signs.
- constructed or 18. No brick mail boxes maintained in the street right-of-way. ç supports for mail boxes shall be
- covenants covenants and restrictions on any property of the subdivision other 19. specifically apply Nothing herein contained shall than the property to which these restrictive be construed owner as imposing О Нэ
- Each property owner's septic system must be coordinated

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

- and/or material supplier during construction on said lot damage done Each lot owner shall repair and reseed at owner's expense to the road pavement and shoulders by contractors
- any covenant, either against violating or attempting to violate the same shall be liable for the appropriate legal or equitable proceedings, the party or parties the event it is necessary to enforce these restrictive covenants of such proceedings including a any Enforcement shall be by person or to restrain violation or persons violating or proceedings at law reasonable attorney's fee. attempting to violate to recover or in equity damages.
- covenants, judgment or court shall not Invalidation of any one or more of these which shall remain in full adversely affect the balance of said force and effect covenants
- of thirty (30) years from the date these covenants are recorded, binding on all parties and persons claiming under them for a period after which time said covenants shall recorded signed by a majority successive periods of agreeing These covenants are to run with ç of the then owners of change ten (10) years, unless an instrument said covenants in whole be automatically extended the land and shall be the lots or T has in part been
- Restrictive Covenants 052 25. Of, These Restrictive the Union County Public dated July Covenants 19th/and recorded in Book Registry s revise and supersede 987

 \mathbf{o}

Date 3.29.99 Time 4.95

JUDY G. F. L. Linion County

North Carolina

Ste-410, 3 Drawn by and Beliancy and and Sellers, DrA.

301 S. WaDewell S. NG. 28204 Street Harry Matthews, N. C 6409 A. Detaney <u></u> ナシン メattlegs R & 5018

COVENANTS, WEDDINGTON WOODS SUBDIVISION DECLARATION OF CONDITIONS AND RESTRICTIONS

STORDED.

persons, HEDEL CO., hereinafter referred to as "Declarant," and any and within described property RE THIS DECLARATION, made on the date hereinafter firme, Ö corporations hereafter acquiring 0215 日のけ any HOTED, of the 11 Å

Ξ T N E ťΩ ET H:

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

owners development as herein set out to restrict property WHEREAS, thereof # 0 5 Declarant has the protection agreed to 0 edt establish property the use and occupancy and general the neto future O. 0

desirability of, and which shall run with said real property <u>gubject</u> property conditions, described properties assigns, WOW, ď described on said plat THEREFORE, the which are parties having following shall OH Declarant HOH any part thereof, the purpose easements, any the hereby shall be held, sold and conveyed right, benefit restrictions, O. declares protecting the title their each 9 heirs, that interest owner covenants **#11** auccessors value thereof. 0 He ä and be 日内の and and



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ARTICLE I.

DEFINITIONS

Weddington Woods Homeowners Association, Section "Association" ghall Inc., mean and its successors and refer Ö the

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

property shown on plats recorded in Plat Cabinet B, File C-362, by Declarant by the Office of the Union County Register and refer Section 3. to such revisions thereto as may hereafter be made subsequent recorded instrument. "Property" shall mean and refer 0 Deeds, to that and shall certain algo ä

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

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

benefit property as may roads and right-of-way Section 6. Ü 0 42 "Common Property" **6** D, purchased shared by the owners, plus signs provided shall mean all existing or future H 0 F **6** and other use and

ARTICLE II.

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

BIC purpose of providing access to lots owned by the owner for himself, roads within the Property, to be used in common with others, for the provisions: family, right and easement of ingress, egress and regress over licensees Owner's Easements of Enjoyment. Every owner shall and invitees, subject 0 the following t To

to be paid by each owner for the maintenance, upkeep and repair of generally to maintain the Association; provided, however, that the all roads, road rights-of-way, and any other Common Property, assessments with regard to lots owned by it, and assessments already accrued on lots that Declarant obtains title to foreclosure, or by foreclosure. eclarant due The right of the Association to establish an assessment shall ģ ø þ breach exempt of sales contract, from the requirement a deed in lieu with respect 0 paying Any and 0 d e

subdivision, an initial assessments of \$100 per lot assessment which shall be due and payable on or before January 7 of Directors completed. date and vary the amount of the assessment as herein provided. Association without annual assessment the next Commencing ten (10%) percent in excess of the assessment for the previous assessment for calendar O. the Association may provide Thereafter, each ည († may be increased by the Board of Directors of year and each year thereafter. the vote of the membership, the time calendar each owner purchases auch owner shall pay year for in which the to an amount not more a different payable ø shall The Board of 100 2 **8210** be made in the annual The <u>1</u>-

assessment Furthermore, × any decrease majority Ħ for the <u>p</u> majority the previous yearly of the members ä the yearly 0 fi assessment year the of the Association must members by more assessment provided <u>ب</u> the O Hi than ten increase the Association must (10%) percent. ехсеедв herein approve the

reasonably assessment may inadequate to pay the necessary expenses of maintenance, Association calendar assessment affixed against each owner for the immediately succeeding the Board of purpose of supplementing the annual assessments if members such special have to the roads and road rights-of-way; year later and 0 0 H may given commence, Directors of the Association shall have differ the Association at equitably determined unimproved than assessments shall have the assent levy in Ħ written in amount as between owners of dwelling and December addition апу g lots, notice calendar year the same date t O **_**__ provided a duly called meeting. O H 6 the each the annual Q Ha that special provided, year owner each year Any assessments, ij of a majority of assessments O Hi difference determined and however, which the the upkeep and A special annual units that 21.6 for 1

North Carolina Highway Department 4#8688ments Declarant The Declarant 0 Hi to the shall roads deems COSt contribute and ₩ 0 H necessary; of such maintenance i te such period of successors 1.00% or some other agency of the State 0 provided, the time Ģ annual assigns until such time as the and in however, and auch Will accumulated that continue the

of North Carolina assumes owner improvement fraction (the numerator such subdivision) of the total cost owned and the denominator In the event such state roads each shall be borne (D) 106 9 ä condition the of which shall responsibility for the maintenance of such Ϋ́ subdivision shall be a special O Ha agency requires acceptance, O Ffi such eut **6** ä assessment one an total number of lots in further times further improvement the amount improvement COBEB 9 the number of equa1 t h Ö

lot remains unpaid and to owner <u>6</u> The for TO right any O H period during which any assessment the Association to suspend the voting rights enforce collection 0 Hi the same. against his

percent foreclosure obligation for any such assessment egard to any lot owned by Ç t he or road maintenance, Section 2. апу vote owners **Bales** lots deem that The Association shall, ស បា contract, the appropriate. Declarant obtains numbers provide such other ji († Ø or with respect deed thereof 0 in lieu of The Declarant other in addition to responsibilititle Å ដូ costs or programs ø Ö assessments accrued seventy-five foreclosure, either shall expenses with and enp benefits have Ö (75%) 20 λq

ARTICLE III.

which is subject appurtenant Section shall MEMBERSHIP, ő **6** and may not Every owner of a lot which is subject member assessment VOTING RIGHTS, OFFICERS AND MEETINGS be separated O H the Association. from ownership of Membership 100 <u>|-</u>

Section The Association shall have two (2) classes 0 H

event voting membership: shall be exercised as exception lot, lot Class shall more than one vote all such owned. of Declarant Þ persons When Class more they among themselves and shall be entitled × shall be members. members than one be cast shall (1) person owns an interest with respect **6** The vote for a11 determine, to one owners Ç O Ξ any lot. put with such lot vote in no the ##

0 number of votes which shall constitute a majority of all Class A entitled to all members Class B. The Class B member shall be the Declarant, who members plus 9 of the Association. number of votes equal one, so that the Declarant will have a ć O the total number of votes the total votes

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

- (a) January 1, 2000
- majority control of the Union County Public 9 auch time the Association by instrument duly recorded in Registry. Declarant voluntarily relinguishes

meetings and such other meetings as may be called at the request of Directors of the President Section. BUCCEBBOTS the 0 0 K There shall be three the Association or Association who duly elected. shall serve until The Directors shall have by any two (3) members of 2 Buch the Board time annual 0

ARTICLE IV.

MAINTENANCE ASSESSMENTS

Section being responsible repairs and improvements as provided in ARTICLE II, HOH Ļ etreet, The Association for right-of-way and Common Property maintesuch annual assessment. shall have the rewod with each ő KAUT

which rate ghall Any assessment not paid within thirty (30) days after the due bear interest at a rate per annum as shall be determined shall not exceed the highest rate of interest allowed by time by the Board of Directors of **6**43 Association,

maintenance and improvements of the private levied by the Association, which assessments shall be the personal provided herein, aforesaid plat obligation († of the the time set forth herein, the obligation for Association with or any other being responsible for payment of the assessments owner O Ha Common Property shall be the responsieach lot 643 owner 0 H roads as each lot, shown on the the repairs, except **4**

may enforce collection of said assessments, together with reasonable demand by the Association, unpaid assessments and perfecting In the event that then the Association shall have a including, fees, without limitation, the the any the owner of any lot fails and refuses, ghall game and to pay a11 ф ф remedies 881G annual provided, lien against said lot and afforded by filing of a notice 9 special ģ the said lot the. Taw or end that 200000 20000 20000 は代けるに O Ma in

Hot the assessments provided for herein by non-use or abandonment of his Association. affirmative and repair, made private roads or any Common Property are is understood and agreed that the judgment as to whether HOH, and the judgment as to what expenditures, Vote No owner may waive or otherwise said 0 maintenance 93 majority 0 Ha and the repairs, Board of Directors in need of maintenance escape liability shall if any, shall require О На HOR the 2

Ģ Common Property necessitated by the negligent act of said owner, his solely responsible for any repairs to her invitees, Notwithstanding the foregoing, agents or guests. each owner a street right-of-way or other O H ŭ lot shall <u>6</u>

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

ARTICLE V

CONVEYANCE OF COMMON PROPERTY

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

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Ģ corporations hereafter acquiring title to any portion doeg hereby covenant and agree with perso

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covenants as to the use thereof, 643 record in the Office of the Register of Deeds Property, Carolina. that e di Property which restrictions are duly filed is hereby **gubject** of Union Ö restrictive County,

executed IN WITNESS H 1 t 8 name by WHEREOF, Declarant has caused its partners, this this the 87L instrument day of

THUHL G

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Co., a duly g instru hereby before certify North Notary S PM is day and Carolina signed that public, he act of t in its name acknowledged that 0 l Partnership, ₹**.** County an by him on behalf partnership, and Ω 1-State personally o Hedel e in Hedel foregoing del Co.

O Hi NARCO Witness hand and official, 1994. stamp or seal, this day

Notary Public

commission expires 4

6

(NOTARIAL

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Duranic of

The foregoing certificate (4) of Delores F Kole, Octory Quality of Meck I embure County to .c.

is/a/e certificate to be correct. This instrument and certificate to be correct early registered at the dust and time such is a look and Page shown to Had first page hor

Judy G. Price EY:
Register of Deeds
Union County, NC

Account Do