

BOOK 439 PAGE 127

RECORDED
and
VERIFIED
DHR

NORTH CAROLINA
COUNTY OF UNION

RESTRICTIVE COVENANTS

THIS DECLARATION is made this 30th day of June, 1988, by ANTILOCH PROPERTIES, INC., a North Carolina corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, ANTILOCH PROPERTIES, INC. is the owner of certain tracts of land located in Union County, North Carolina, as described by deed recorded in the Office of the Register of Deeds for Union County, North Carolina, in Deed Book 394 at Page 328; and

WHEREAS, Declarant, the owner of said tract of land known as WEDGEWOOD, SECTION II, as shown on the hereinafter described recorded 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 Tracts 23 through 69, all inclusive, as shown on said plat of WEDGEWOOD, SECTION II, recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File No. 163;

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 tracts hereinabove described the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the tract, except that Antloch Properties, Inc. reserves the exclusive right to construct a roadway over any tract of land owned by it in this subdivision in order to grant access to owners of any adjacent property, and, in such cases, the remainder of any such tract of land not used for the roadway shall still be subject to those restrictions.
2. Any single story dwelling, with a two-car garage, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and any unheated spaces, of not less than 1,800 square feet. Any single-story dwelling, without a two-car garage, shall have an enclosed heating living area of the main structure exclusive of open porches and any unheated spaces, of not less than 2,000 square feet. Any one and one-half story dwelling or tri-level or split-level type dwelling erected or maintained on any of said tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than 2,200 square feet. Any two-story dwelling erected or maintained on any of said tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than 2,300 square feet. Any multi-level or multi-story dwelling erected or maintained on any of said tracts, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than 1,100 square feet at ground level. Any dwelling containing less than the 2,000 square feet with a two-car garage shall have the garage attached to the side or rear of the main structure. A detached garage may be permitted for any dwelling having more than the 2,000 square feet of enclosed heated living area. Any garage shall be

*Notwithstanding of Building Code Historic Ord
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constructed in substantial conformity with the construction of the residence. No attached garage shall open to the front of the residence; instead, the entrance shall be to the side or to the rear.

3. Prior to any improvements being erected on any tract, the construction plans and specifications for said improvements must first be presented to and approved in writing by the Architectural Review Committee, Antloch Properties, Inc., or its assigns. Such approval by either the Architectural Review Committee, Antloch Properties, Inc., or its assigns, will be given if such floor plans and specifications comply with all these restrictive covenants, and the general appearance and design of any improvement conforms with the general overall scheme of the development. Any accessory building, well house and appurtenant structure shall be constructed in substantial conformity with the general scheme as approved by the Architectural Review Committee prior to construction. The Architectural Review Committee shall be the sole judge in any matter regarding conformity and reserves the right to reject any plans and specifications that, in the Committee's opinion, fails to enhance the subdivision, regardless of compliance with square footage or other provisions contained within these restrictive covenants.

4. No residential building shall be located on any lot nearer than 75 feet from the street right-of-way of the street on which the lot fronts, nor nearer than 30 feet from a side street right-of-way line. No residential building shall be located on any lot nearer to the side lot line than 20 feet, nor nearer the rear lot line than 40 feet. Set backs must be in compliance with local county ordinances, must be in general conformity to the adjoining houses and approved by the Architectural Review Committee prior to construction. The "front line" of any corner lot shall be the shorter of the two property lines along the two streets.

In the event of the unintentional violation of any of the building lines set forth, or because of unusual soil, topographic, or lot shape conditions, Antloch Properties, Inc., its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said tract, to change the building line restrictions set forth in this instrument.

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

6. 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 tract and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Antloch Properties, Inc., its successors or assigns, which written consent Antloch Properties, Inc., its successors or assigns, agrees to

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give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

7. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said tracts except normal household pets, which must be contained within the boundaries of the tract and to the rear of the front building line of the residence. No animal kennels may be kept or maintained on any of said tracts.

8. No mobile home shall be allowed or maintained upon any of said tracts.

9. 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.

10. Until such time as an approved sewage disposal system shall become available, 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 sewage disposal system becomes available to said tracts, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system.

11. No portion or part of any tract 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. Outside storage of unlicensed and uninsured cars, trucks or equipment, and extensive repair of the same is prohibited.

12. Easements 15 feet in width along and in addition to road rights-of-way, and easements 15 feet in width along the exterior subdivision boundary lot lines, and easements 10 feet in width along the interior lot lines are reserved for installation and maintenance of utilities and drainage, including the right to keep said easements free and clear of all obstructions. Additional easements are reserved as shown upon the subdivision map recorded in the Union County Public Registry.

13. No fence or wall having a height in excess of 42 inches shall be maintained or permitted on any tract from the front of the primary structure on said tract to the street lines. No fences shall be allowed without prior approval of the Architectural Review Committee.

14. No signs of any description shall be displayed upon any tract with the exception of "For Rent" or "For Sale", which signs shall not exceed 2 feet by 3 feet in size.

15. Satellite dishes and any other type of unsightly equipment or appendages are prohibited from being placed on any structure or in the front, side or rear yards. The Architectural Review Committee may grant a waiver to this restriction provided, in its sole judgment, the item in question is placed in such a manner that it does not detract from the overall appearance of the subdivision. If permitted, only the equipment specified, without addition or expansion, may be placed in the precise location and manner approved by the Committee.

16. All driveways and driveway pines shall be installed in accordance with those standards established by the North Carolina Department of Transportation.

17. 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.



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18. 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.

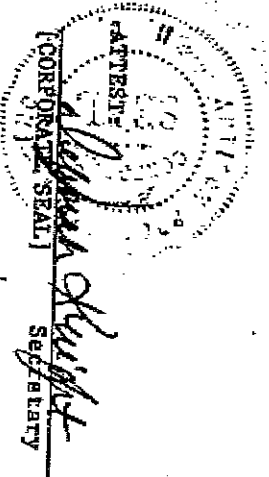
19. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 in its name by its proper corporate officers and its corporate seal to be affixed hereto by authority of its Board of Directors, this the 30th day of June, 1988.

ANTILOCH PROPERTIES, INC.

By: Wiley W. Jones
Vice President



Drawn by 'Mail'

Antioch Properties Inc
5201 Monroe Rd
Charlotte, N.C. 28205

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This the 30th day of June, 1988, personally came before me Wiley W. Jones, who being by me duly sworn, says that he is the Vice President of ANTILOCH PROPERTIES, INC. and the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Debra M. Tracy
Notary Public



STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate of Debra M. Tracy is certified to be correct.
JULY 01 1988 at 11:45 o'clock A.M. in Book 439 Page 137 day of July
JULY 01 CHAPMAN, REGISTER OF DEEDS BY: Bonnie G. Stewart Assistant Register



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Filed for record Date: 8-3-92

Time: 2:15 o'clock P. M.
O'NEILL, PETER, Register of Deeds
Union County, Monroe, North Carolina

RECORDED
and
VERIFIED
J.M.

STATE OF NORTH CAROLINA
COUNTY OF UNION

MODIFICATION OF BUILDING LINE
RESTRICTION

*Referenced
J.M.*

THIS MODIFICATION OF BUILDING LINE RESTRICTION, dated this 30 day
of July, 1992, by Antioch Properties, Inc., a North Carolina corporation, and running
to and inuring to the benefit of Donald L. Webb and wife Gatha K. Webb, and their heirs,
successors and assigns;

WITNESSETH:

WHEREAS, Antioch Properties, Inc. is the developer of WEDGEWOOD,
SECTION II Subdivision in Union County, North Carolina; and

WHEREAS, Donald L. Webb and wife Gatha K. Webb are the owners of Lot 63 of
WEDGEWOOD II Subdivision; and

WHEREAS, Antioch Properties, Inc. filed Restrictive Covenants in Deed Book 439
at page 127 of the Union County Registry, which are applicable to Lot 63 of
WEDGEWOOD II; and

WHEREAS, Donald L. Webb and wife Gatha K. Webb are in the process of
constructing a residence upon Lot 63 of WEDGEWOOD II; and

WHEREAS, Donald L. Webb and wife Gatha K. Webb consulted with Antioch
Properties, Inc. prior to the location of the residence upon the property; and the location
of the residence upon the property was dictated by topographic and lot shape conditions;
and

WHEREAS, the residence of Donald L. Webb and wife Gatha K. Webb is located
15.1 feet from the adjoining boundary line of lot 62 of WEDGEWOOD II, instead of the
20 feet required by paragraph 4 of the restrictions; and

WHEREAS, the location of the house 15.1 feet from the adjoining property was
unintentional; and

WHEREAS, Antioch Properties reserved the right under paragraph 4 of the
Restrictive Covenants to change the building line restrictions, upon certain conditions;

NOW THEREFORE, Antioch Properties changes the building line restrictions as
follows:

1. The side lot line building line for Lot 63 of WEDGEWOOD II, as shown on
Plat Cabinet C, File 163 of the Union County Registry is hereby changed from 20 feet to

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15 feet.

- 2. This change shall only apply to Lot 63.
- 3. All other provisions of the Restrictive Covenants recorded in Deed Book 439 at page 127 of the Union County Registry shall remain in full force and effect.

IN WITNESS WHEREOF, Antioch Properties, Inc. has affixed its hand and seal, the date and year first above written.

ANTIOCH PROPERTIES, INC.

[Signature]
Vice President



[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, a Notary Public, personally appeared this day Daborah Knight who, being duly sworn, says that he/she is the Secretary and that Wiley W. Jones is the Vice President of Antioch Properties, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said Vice President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 30th day of July, 1992.

[Signature]
Notary Public

My commission expires: 7-15-95

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Wesley W. Powell, Notary Public of Mecklenburg County, North Carolina, is/are hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 572, page 562.

This 3rd day of August, 1992, at 2:15 o'clock P.m.

O'NEILL PLYLER
Register of Deeds

By: *[Signature]*
Secretary, Registry No.