

STATE OF NORTH CAROLINA
COUNTY OF UNION

RECORDED
and
VERIFIED
BGS

DECLARATION OF PROTECTIVE COVENANTS

Edmund

WHEREAS, MOSER AND WORTMAN CONSTRUCTION CO., INC., of Mineral Springs, North Carolina, are the owners of a certain tract of land located on County Road No. 1357 in Vance Township, Union County, North Carolina and described in plat recorded in the Office of the Register of Deeds, Union County, North Carolina in Plat Cabinet B, File 246-A and designated as Wellington Place, Section II, Phase I.

WHEREAS, Moser and Wortman Construction Co., Inc. now desire for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain protective covenants on the Subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Moser and Wortman Construction Co., Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the Subject Property the following protective covenants for the period ending December 31, 2025.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,800 square feet of enclosed heated living area in the instance of a one-story dwelling. Any one and one-half or two story dwelling must contain a minimum of 1,200 square feet enclosed heated living area on the ground floor. Moser and Wortman Construction Co., Inc. are to approve all blueprints. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall be less than 40 feet from a road right-of-way, or less than 15 feet from a property side line, or less than 40 feet from the rear property line. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.

2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Plat Cabinet B, File 246-A of the Union County Register of Deeds, as may be required by Duke Power Company, by the Union Electric Membership Corporation, Alltel Carolina Telephone Company, or any other public or private utilities.

3. The Grantee, its successors and assigns shall join together with any other lot owners within the property described in Plat Cabinet B, File 246-A to form a property owners' association for the common good of all property owners within the described property.

4. Only household pets and equines may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. One equine (horse, pony, etc.) may be kept on a lot for each acre of land contained in the lot. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property described in Plat Cabinet B, File 246-A. A stable may be erected to accommodate equines, however, this building shall not be nearer than 60 feet from any lot line.

5. No lot shall be cleared to such an extent so as to materially change wooded character of the lot, unless specifically approved by Moser and Wortman Construction Co., Inc., or its assigns. The Grantees, their successors and assigns, shall preserve as many

trees as possible without interfering with the normal use and enjoyment of a lot for residential purposes.

6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed, or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.

7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or a lot and any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently.

8. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot and any contiguous property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or a part of the property described in Plat Cabinet B, File 246A.

9. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of Wellington Place, Section II, Phase I.

10. The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

11. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet B, File 246A, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet B, File 246A.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the 4th day of April, 1986.

MOSER AND WORTMAN CONSTRUCTION
CO., INC.

By: Don Moser
President

ATTEST:

Shirley A. Paulsen
Secretary



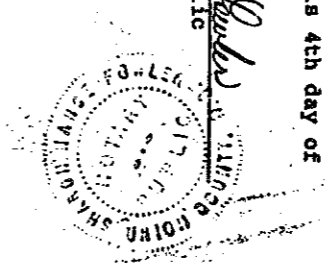
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Sharon Nance Fowler, a Notary Public of the County and State aforesaid, certify that Sheila H. Robertson personally came before me this day and acknowledged that she is secretary of Moser and Wortman Construction Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Sheila H. Robertson, as its Secretary.

Witness my hand and official stamp or seal this 4th day of April, 1986.

Sharon Nance Fowler
Notary Public

My Commission Expires: April 15, 1987



STATE OF NORTH CAROLINA-UNION COUNTY *Sharon Nance Fowler*
The foregoing certificate (P) of _____, State of _____
a Notary Public for the County of Union, is (~~was~~) certified to be correct. Filed for record this the 4th day of
April, 1986 at 4:30 o'clock P.M. in Book 403 Page 460.
MARY B. CARRIKER-Register of Deeds By: Sharon Nance Fowler Deputy

Sharon Nance Fowler
Sharon Nance Fowler

BGS

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, MOSER AND WORTMAN CONSTRUCTION CO., INC., of Mineral Springs, North Carolina, are the owners of a certain tract of land located on County Road No. 1357 in Vance Township, Union County, North Carolina and described in plat recorded in the Office of the Register of Deeds, Union County, North Carolina in Plat Cabinet B, File 269-B and designated as Wellington Place, Section II, Phase II.

WHEREAS, Moser and Wortman Construction Co., Inc. now desire for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain protective covenants on the Subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Moser and Wortman Construction Co., Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the Subject property the following protective covenants for the period ending December 31, 2025.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,800 square feet or enclosed heated living area in the instance of a one-story dwelling. Any one and one-half or two story dwelling must contain a minimum of 1,200 square feet enclosed heated living area on the ground floor. Moser and Wortman Construction Co., Inc. are to approve all blueprints. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall be less than 40 feet from a road right-of-way, or less than 15 feet from a property side line, or less than 40 feet from the rear property line. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.

2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Plat Cabinet B, File 269-B of the Union County Register of Deeds, as may be required by Duke Power Company, the Union Electric Membership Corporation, Alltel Carolina Telephone Company, or any other public or private utilities.

3. The Grantee, its successors and assigns shall join together with any other lot owners within the property described in Plat Cabinet B, File 269-B to form a property owners' association for the common good of all property owners within the described property.

4. Only household pets and equines may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. One equine (horse, pony, etc.) may be kept on a lot for each acre of land contained in the lot. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property described in Plat Cabinet B, File 269-B. A stable may be erected to accommodate equines, however, this building shall not be nearer than 60 feet from any lot line.

5. No lot shall be cleared to such an extent so as to materially change wooded character of the lot, unless specifically approved by Moser and Wortman Construction Co., Inc., or its assigns. The Grantees, their successors and assigns, shall preserve as many trees as possible without interfering with the normal use and enjoyment of a lot for residential purposes.

6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed, or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.

7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or a lot and any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently.

8. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot and any contiguous property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or a part of the property described in Plat Cabinet B, File 269-B.

9. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of Wellington Place, Section II, phase II.

10. The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

11. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet B, File 269-B, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet B, File 269-B.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the 13th day of June, 1986.

MOSER AND WORTMAN CONSTRUCTION CO., INC.

BY: *David Moser*
President



ATTEST:
Joseph B. Dillinger
Secretary

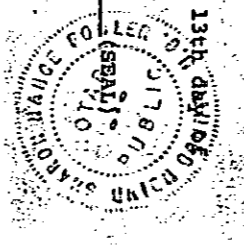
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, SHARON NANCE FOWLER, a Notary Public of the County and State aforesaid, certify that Judith B. Gullledge personally came before me this day and acknowledged that she is secretary of Moser and Wortman Construction Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Judith B. Gullledge, as its Secretary.

June, 1986.

Witness my hand and official stamp or seal, this 13th day of

Sharon Nance Fowler
Notary Public



My Commission Expires: March 15, 1987

STATE OF NORTH CAROLINA - COUNTY OF UNION

THE foregoing certificate of Sharon Nance Fowler, a Notary Public for the County of Union, State of North Carolina, is certified to be correct. Filed for record this the 13th day of June, 1986 at 3:45 o'clock P.M. in Book 406, Page 195.

Mary B. Carriker, Register of Deeds By: *Sheel J. Moore*
Deputy

PREPARED BY AND RETURN TO:
Robert L. Holland
Attorney at Law
Post Office Box 1001
Monroe, North Carolina 28110



BK630P6095

STATE OF NORTH CAROLINA
COUNTY OF UNION

*Reviewed
JHM*

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, MOSER & WORTMAN CONSTRUCTION CO., INC., of Mineral Springs, North Carolina, are the owners of a certain tract of land located on Panhandle Circle in Vance Township, Union County, North Carolina and described in plat recorded in the Office of the Registrar of Deeds, Union County, North Carolina in Plat Cabinet D File 897 of Deeds, Union County, North Carolina in Plat Cabinet D File 897 and designated as Wellington Place, Section II, Phase V.

WHEREAS, Moser & Wortman Construction Co., Inc. now desire for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain protective covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Moser & Wortman Construction Co., Inc. for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following protective covenants for the period ending December 31, 2025.

1. No dwelling erected on a lot or any plat thereof shall contain less than 1,800 square feet of enclosed heated living area in the instance of a one-story dwelling. Any one and one-half or two story dwelling must contain a minimum of 1,200 square feet enclosed heated living area on the ground floor. Moser & Wortman Construction Co., Inc. are to approve all blueprints. Only a single dwelling and its ancillary buildings may be erected on a lot. Not more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall be less than 40 feet from a road, right-of-way, or less than 15 feet from a property side line, or less than 40 feet from the rear property line. No ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building. No mobile homes will be allowed at any time.

2. The Grantee, its successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across their lot to service their lot and/or other lots within the real property described in Plat Cabinet D of the Union County Register of Deeds, as may be required by Duke Power Company, by the Union Electric Membership Corporation, Alltel Carolina Telephone Company, or any other public or private utilities.

3. The Grantee, its successors and assigns shall join together with any other lot owners within the property described in Plat Cabinet D File 387 to form a property owners' association for the common good of all property owners within the described property.

4. Only household pets and equines may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. One equine (horse, pony, etc.) may be kept on a lot for each acre of land contained in the lot. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property described in Plat Cabinet D File 387. A stable may be erected to accommodate equines, however, this building shall not be nearer than 60 feet from any lot line.
5. No lot shall be cleared to such an extent so as to materially change wooded character of the lot, unless specifically approved by Moser & Wortman Construction Co., Inc., or its assigns. The Grantees, their successors and assigns, shall preserve as many trees as possible without interfering with the normal use and enjoyment of a lot for residential purposes.
6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed, or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or a lot and any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently.
8. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot and any contiguous property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or a part of the property described in Plat Cabinet
9. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of Wellington Place, Section II, Phase V.
10. The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.
11. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet D File 387, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet

FILED
MAY 25 1993
NOTARY PUBLIC

- 3 -
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IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the 20th day of May, 1993.

MOSER & WORTMAN CONSTRUCTION CO., INC.

By: [Signature]
President
CORPORATE SEAL
MOSER & WORTMAN CONSTRUCTION CO., INC.
NORTH CAROLINA

Attest:
[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Margaret B. Morris, a Notary Public of the County and State aforesaid, certify that Judith M. Wortman personally came before me this day and acknowledged that she is Secretary of Moser & Wortman Construction Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Judith M. Wortman as its Secretary.

Witness my hand and official stamp or seal this 20th day of May, 1993.

Margaret B. Morris
Notary Public
MARGARET B. MORRIS
NOTARY PUBLIC
UNION COUNTY, N.C.

My commission expires: October 18, 1997

NORTH CAROLINA - Union County
The foregoing certificate(s) of Margaret B. Morris
Notary Public of Harris County

NC
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 430, Page 95
this 26 day of May 1993 at 5:21 o'clock P. M.
JUDY G. PRICE, REGISTER OF DEEDS By: Jean G. Moore Deputy

Mail to: Moser & Wortman Construction Co.
P.O. Box 387
Mineola Springs N.C. 28108

RECORDED
and
VERIFIED
JRS

BOOK 394 PAGE 381
Prepared by & mail to Robert L. Holland

STATE OF NORTH CAROLINA
COUNTY OF UNION

RESTRICTIVE COVENANTS

WHEREAS, Moser & Wortman Construction Co., Inc., a North Carolina Corporation, with its principal place of business in Union County, North Carolina, is the owner of certain lots of land designated as Wellington Place, Section I, located in Union County, North Carolina, as shown upon plats thereof recorded respectively in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File 189A and Plat Cabinet B, File 189B; and

WHEREAS, Moser & Wortman Construction Co., Inc., the owner of said lots of land as shown upon said plats, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon the subject property as shown upon the above mentioned plats.

NOW, THEREFORE, in consideration of the premises, Moser & Wortman Construction Co., Inc., for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said lots of land 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.

2. (a) No single-family dwelling, one-story in height, shall be erected or maintained on Lots 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13 as shown upon plat recorded in Plat Cabinet B, File 189B and Lots 26, 27, 28, 29, 30, 31 and 32 as shown upon plat recorded in Plat Cabinet B, File 189A with a heated living area of less than fourteen hundred (1400) square feet.
(b) No single-family dwelling, ^{or two-story} one-story/in height, shall be erected or maintained on Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 as shown upon plat recorded in Plat Cabinet B, File 189A with a heated living area of less than eighteen hundred (1800) square feet.
3. More than one lot (as shown on said plates) or parts thereof may be combined to form one or more building tracts by (or with the written consent of) Moser & Wortman Construction Co., Inc., or its successors or assigns. No lot may be subdivided, by sale or otherwise, except Moser & Wortman Construction Co., Inc., its successors and assigns, reserves the right to subdivide any lot which it owns.
4. 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 exterior of ether block or cement block. Any dwelling constructed upon a lot must be completed within one year sub-

sequent to commencement of construction, except with the written consent of Moser & Wortman Construction Co., Inc., its successors or assigns, which written consent Moser & Wortman Construction Co., Inc., its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said lot.

5. 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.

6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said lots.

7. 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.

8. 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.

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

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

11. These covenants are to run with the land and shall be binding on all parties and all 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, Moser & Wortman Construction Co., Inc., 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 21 day of August, 1985.



ATTEST:
Samuel A. ...
Secretary


MOSER & WORTMAN CONSTRUCTION CO., INC.
By: *D. A. ...*
President

BOOK 394 PAGE 385

STATE OF NORTH CAROLINA
COUNTY OF UNION

This 21 day of August, 1985, personally came before me DAN L. ROSEB, who, being by me duly sworn, says that he is President of Moser & Workman Construction Co., 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 President acknowledged the said writing to be the act and deed of said Corporation.

My Commission Expires: 12-5-87
STATE OF NORTH CAROLINA
COUNTY OF UNION

Robert H. Allen
Notary Public


The foregoing certificate of Robert H. Allen
Notary Public of Union County, State of North Carolina, is
certified to be correct. This instrument was presented for
registration and recorded in this office in Book 394
Page 381, this the 21 day of August, 1985 at 4:35
o'clock P.M.

MARY B. CARRIKER, REGISTER OF DEEDS
By *Shirley S. Allen*, Deputy