

RECORDED  
and  
VERIFIED  
*JJM*

*Act 2*

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*J. R. Johnson*  
*Notary*  
*1948*

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF PROTECTIVE  
COVENANTS

WHEREAS, Sam and Sandy Roper Real Estate Company, Inc. of Charlotte, North Carolina, are the owners of a certain tract of land consisting of approximately 122.47 acres, located on County Road No. 1357 in Vance and Sandy Ridge Townships, Union County, North Carolina, and described in Exhibit A attached hereto, less four lots heretofore conveyed by Deeds recorded in Book 309 at Page 184, Book 309 at Page 271, Book 309 at Page 534, and Book 309 at Page 556 in the Union County Registry ("Subject Property"). This Subject Property is a portion of that tract of land conveyed by Deed recorded in Book 308 at Page 741 in the Union County Registry of Deeds Office. The Subject Property has been divided into lots not smaller than two (2) acres each, as recorded by plat thereof in the office of the Register of Deeds, Union County, North Carolina, in Plat Cabinet A, File No. 131B designated as Wellington Woods No. 2; and

WHEREAS, Wachovia Bank and Trust Company, N. A. (pursuant to assignment from Thies Realty and Mortgage Company, recorded in Book A-279 at Page 325 in the Union County Registry) and Thies Realty and Mortgage Company are the owners and holders of a Note secured by a Deed of Trust recorded in Book A-279 at Page 312 in the Union County Registry and Gibson L. Smith, Jr., is Trustee under said Deed of Trust; and

WHEREAS, Sam and Sandy Roper Real Estate Company, Inc. now desires 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 and Trustee of the above-referenced Deed of Trust are willing to subordinate the lien of said Deed of Trust to said Protective Covenants.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Sam and Sandy Roper Real Estate Company, Inc., for their company, its heirs, successors and assigns and

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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 Protective Covenants described in Exhibit B attached hereto and incorporated herein by reference for the period ending December 31, 2025.

Wachovia Bank and Trust Company, N. A., Thies Realty and Mortgage Company and Gibson L. Smith, Jr., Trustee, hereby join in the execution of this Declaration of Protective Covenants for the sole purpose of subordinating and subjecting the lien and operation of that Deed of Trust recorded in Book A-279 at Page 312 in the Union County Registry to this Declaration of Protective Covenants.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Protective Covenants under seal as of the day of MAY 24 1978, 1978.

SAM AND SANDY ROPER REAL ESTATE COMPANY, INC.



*David Poppe*  
Secretary

BY Sam Roper  
President

WACHOVIA BANK AND TRUST COMPANY, N. A.



*[Signature]*  
Secretary

BY James H. Lee  
Vice President

THIES REALTY AND MORTGAGE COMPANY



*[Signature]*  
Secretary

BY [Signature]  
President

Gibson L. Smith, Jr.  
Trustee (SEAL)

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

MAY 24 1978

1978, personally came

This Sam day of May, 1978, personally came before me, James B. White, who, being by me duly sworn, says that he is the President of SAM AND SANDY ROOPER REAL ESTATE COMPANY, INC. and that 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 Sam White acknowledged the said writing to be the act and deed of said corporation.

James B. White  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

1978, personally came

This Sam day of May, 1978, personally came before me, James B. White, who, being by me duly sworn, says that he is the Vice President of WACHOVIA BANK AND TRUST COMPANY, N. A. and that 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 Sam White acknowledged the said writing to be the act and deed of said corporation.

James B. White  
Notary Public



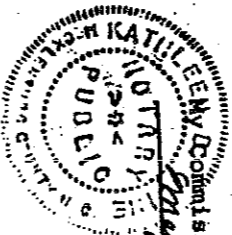
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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

MAY 24 1978

This day of May, 1978, personally came before me Paul Luck B. Line who, being by me duly sworn, says that he is the President of THIES REALTY AND MORTGAGE COMPANY and that 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 Paul Luck B. Line acknowledged the said writing to be the act and deed of said corporation.

Paul Luck B. Line  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Sharon W. Shumaker, a Notary Public in and for said County and State, do hereby certify that GIBSON L. SMITH, JR., TRUSTEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 23rd day of May, 1978.

My Commission Expires:

Sharon W. Shumaker  
Notary Public

January 29, 1983



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EXHIBIT A

Located in Sandy Ridge and Vance Townships, Union County, North Carolina,  
and more particularly described as follows:

BEGINNING at a point located at the point of intersection of the center line of Potter Road (County Road No. 1358) and the center line of the Concord Road (County Road No. 1357) and running thence with the center line of Potter Road nineteen (19) courses and distances as follows: (1) N 39-30 W 155.96 feet to a point; (2) N 39-36 W 100.07 feet to a point; (3) N 40-54-50 W 100.02 feet to a point; (4) N 47-01-50 W 99.96 feet to a point; (5) N 53-31-30 W 99.90 feet to a point; (6) N 57-57 W 149.99 feet to a point; (7) N 59-40-50 W 100.11 feet to a point; (8) N 60-35-05 W 399.86 feet to a point; (9) N 60-07-30 W 100 feet to a point; (10) N 59-02-30 W 100 feet to a point; (11) N 58-00-20 W 99.97 feet to a point; (12) N 57-12 W 100 feet to a point; (13) N 56-17-30 W 100.01 feet to a point; (14) N 56-31-10 W 99.97 feet to a point; (15) N 57-31-30 W 99.98 feet to a point; (16) N 58-23 W 99.92 feet to a point; (17) N 59-02-10 W 199.73 feet to a point; (18) N 60-42 W 99.83 feet to a point; and (19) N 63-06-05 W 90.03 feet to a nail in the center line of Potter Road; thence S 4-34-15 E 1,693.35 feet to an iron; thence S 4-19-54 E 1,185.75 feet to an iron; thence S 04-38-50 E 206.40 feet to an iron; thence S 4-24-45 E 1,052.48 feet to a point; thence N 85-35-15 E to a point in a branch; thence with said branch in a northeasterly direction nine (9) courses and distances as follows: (1) N 43-42 E 121.05 feet to a point; (2) N 83-22-25 E 162.57 feet to a point; (3) N 60-18-40 E 148.28 feet to a point; (4) N 43-39-35 E 199.68 feet to a point; (5) N 86-25-15 E 73.29 feet to a point; (6) N 35-44-40 E 86.27 feet to a point; (7) N 39-34-50 E 200.22 feet to a point; (8) N 42-05-55 E 203.99 feet to a point; and (9) N 64-09-55 E 208.46 feet to a point in the boundary of the Welsh property (now or formerly); thence with the boundary of the Welsh property two (2) courses and distances as follows: (1) N 29-17-05 W 1,188.21 feet to a point; and (2) N 60-55-40 E 951.14 feet to a point in the center line of County Road No. 1357; thence with the center line of County Road No. 1357 two (2) courses and distances as follows: (1) N 25-07 W 140.02 feet to a point; and (2) N 23-08-20 W 351.13 feet to the point or place of BEGINNING containing a total of 122.47 acres according to a survey prepared by F. Donald Lawrence & Associates, Registered Surveyors, and dated March 22, 1978.

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EXHIBIT B

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. A five percent (5%) tolerance shall be permitted for unintentional errors in square footage. 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 its ancillary buildings 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 Exhibit A hereto, which is specifically incorporated herein by reference, as may be required by Duke Power Company by the Union Telephone Membership Corporation, the North Carolina Telephone Company, or any other public or private utilities. The easements and the width of the easements will be along the boundaries required by the utilities companies. The Union Electric Membership Corporation or Duke Power Company, who will supply the electrical services to the property described in Exhibit A hereto, will not place their common service equipment underground. The Union Electric Membership Corporation or Duke Power Company will place the service line from the common service pole to any dwelling on a lot underground for a fee to be paid by the lot owner. Said utilities shall place their service lines along the back and side lines of the lot wherever possible, but said utilities will not place these service lines along any creek that said companies deem inappropriate due to the inaccessibility of such areas for service and maintenance purposes. The Grantee hereunder and its successors and assigns shall grant the North Carolina Department of Transportation a 30-foot right-of-way along all roads bounding the lot. The Grantee, its successors and assigns shall be responsible for the cutting of grass and the general appearance of any road shoulders located on the lot until such time as the maintenance of said roads are undertaken by the North Carolina Department of Transportation.
3. The Grantee, its successors and assigns shall join together with any other lot owners within the property

\*Exhibit A is that Exhibit A attached to the Declaration of Protective Covenants to which this Exhibit B is attached.

described in Exhibit 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 Exhibit A hereto. 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 the wooded character of the lot, unless specifically approved by Sam and Sandy Roper Real Estate Company, Inc. or its assigns. The Grantees, their successors and assigns, shall preserve as many trees as possible without interfering with normal use and enjoyment of a lot for residential purposes.
6. No lot shall be divided or otherwise altered so as to result in a lot comprised of less than two acres and in no event shall any lot be divided or altered in acreage without the approval of Sam and Sandy Roper Real Estate Company, Inc., or its assigns.
7. Sam and Sandy Roper Real Estate Company, Inc., or its assigns, reserve the right, where necessary, to permit variations of up to five percent (5%) for the unintentional errors in unavoidable violations of the land area restrictions hereunder.
8. 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.
9. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or combination of 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.
10. 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 Exhibit A hereto.
11. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners and holders of Deeds of Trust on at least seventy-five percent (75%) of the property shown on the recorded plat of Wellington Woods No. 2.
12. 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.

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13. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Exhibit A hereto, 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 Exhibit A hereto, said property being the same property conveyed to Sam and Sandy Roper Real Estate Company, Inc. by deed recorded in Book 308 at page 741 of the Union County Public Registry.

STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate (s) of Walter B. Clark, Esq., Clerk of Walter B. Clark, Esq., Clerk of Walter B. Clark, Esq., Clerk is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 310 Page 304, the 25th day of May, 1978 at 9:00 o'clock A.M.

NARY B. ORRILKER-Register of Deeds By: Paul J. Thomas Deputy

*Witness by: William Caldwell Miller*