

BK1097PG0154

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RECORDED  
AND  
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Filed for record 5-19-98  
Date 4-25-98  
Time 4:55 PM  
BY G. PRICE, Register of Deeds  
Union County, North Carolina

Pop

NORTH CAROLINA  
UNION COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION made this 19 day of May 1998, by  
CRAFT BUILDERS, INC., hereinafter called "Declarant,"

WITNESSETH:

THAT WHEREAS, The Declarant is the owner of a subdivided tract of land more particularly described on that plat entitled WINWARD OAKS, SEC. II, recorded in Plat Cabinet F, Files 34 & 35, which plat is incorporated herein by reference; and

WHEREAS, Declarant desires that Section II of said subdivision be developed according to a uniform plan of development in order to protect the value of said property as a residential subdivision.

NOW, THEREFORE, known all men by these presents that the Declarant hereby declares that following restrictions upon each lot within Section II of said Winward Oaks Subdivision hereinafter referred to which restrictions shall be considered covenants running with the land for a period of twenty (20) years from the date hereof, to wit:

1. No lot as designated on said plat shall be further subdivided such that the result is any lot having less than 15,000 square feet of surface area exclusive of the right of way.
2. No animals shall be maintained upon any of said lots except customary pets. In no event shall horses, ponies or the like be maintained on any of said lots.

LAW OFFICES OF  
SMITH & GOODWIN  
1101 W. HANCOCK ST.  
ANDERSON, N. C. 29515  
PLAT # 6257-11

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- 3. No residence which is constructed shall have less than One Thousand (1,000) square feet of heated floor space for single story dwellings and One Thousand Three Hundred (1,300) square feet for multi-story dwellings, exclusive of carport, garage, breezeway and porches.
  - 4. No building or structure shall be located nearer to an abutting street than thirty (30) feet from the right of way line nor nearer to an interior side line or rear line than ten (10) feet.
  - 5. Easements for utilities and streets are reserved across lots as shown on said plat.
  - 6. No junk motor vehicles or abandoned vehicles shall be located or maintained on said property.
  - 7. No fence or other obstruction erected from the front line of a dwelling to the street right of way line shall exceed three (3) feet in height.
  - 8. Until seventy-five percent (75%) of said lots have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including the cancellation thereof, as to delete any or all of said lots from the effect of these restrictions. However, after the sale of seventy-five percent (75%) of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.
- IN WITNESS WHEREOF**, the Declarant corporation has caused these presents to be executed in its corporate name by authority of its Board of Directors, this the day and year first above written.

LAW OFFICES OF  
 ROBERT M. BROCKWELL  
 210 W. FRANKLIN ST.  
 ANNAPOLIS, M. C. 21401

BK1097P60156

CRAFT BUILDERS, INC.

By: [Signature]  
Glenn David Cuthbertson, President

ATTEST:

[Signature]  
Martha T. Spence, Asst. Secretary

STATE OF NORTH CAROLINA  
COUNTY OF UNION

1. D. Hope Bergamini, a Notary Public, do hereby certify that  
MARTHA T. SPENCE personally appeared before me this day and acknowledged that she is  
the Assistant Secretary of CRAFT BUILDERS, 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 her as its Assistant  
Secretary.

WITNESS my hand and official seal, this the 19 day of May, 1998.

[Signature]  
Notary Public

My Commission Expires: 3/26/2001

NORTH CAROLINA - UNION COUNTY  
The foregoing certificate of  
[Signature] Notary Public  
of Martha T. Spence is/are certified  
to be correct. Filed for record this 19 day  
of May, 1998 at 9:35 P.M.

JUDY G. PRICE, REGISTER OF DEEDS  
BY: [Signature]

LAW OFFICES OF  
MARTHA T. SPENCE  
510 W. PLYMOUTH ST.  
MONROE, N. C. 28110

Prepared by and return to Henry R. Stubb, Jr.  
Notary at Law  
3016 Franklin Street, Monroe, NC 28112

RK 1161PF0861

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 10-29-98  
Time 2:10 o'clock PM  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

**ROAD MAINTENANCE AGREEMENT**

WHEREAS, the undersigned, being the developer of WINDWARD OAKS, SEC. II, as shown on these plats of said subdivision recorded in Plat Cabinet E File 34 & 35, Union County Registry of Deeds; and  
WHEREAS, the street easements shown on the above referenced plat are dedicated as public streets;

WHEREAS, it is the desire of the undersigned to provide for the use and maintenance of said roads for the benefit of the current and future owners of lots located within WINDWARD OAKS, SEC. II, until such time as the State of North Carolina Department of Transportation undertakes to accept, repair and maintain said roads;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the undersigned agree as follows:

1. To maintain in all weather conditions the road as more particularly described as WINDSONG HWY & CRESCENT WAY.
2. This agreement is binding upon the undersigned, its heirs, successors and assigns, until such time as maintenance of the aforesaid road is undertaken by the State of North Carolina Department of Transportation at which time the undersigned will no longer bear any responsibility for the maintenance or repair of said road.

IN WITNESS WHEREOF, the undersigned (has) hereunto set his hand and seal this 21 day of October, 1998.

CRAFT BUILDERS, INC.  
BY: [Signature]  
President

ATTEST:  
[Signature]  
Asst. Secretary

603720

RECORDED  
AND  
VERIFIED  
MKH

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Martha T. Spence, personally came before me this day and acknowledged that she is Asst. Secretary of CRAFT BUILDERS, 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 her as its Asst. Secretary.

Witness my hand and official seal, this 28 day of October, 1998.

My Commission Expires: 3/26/2001  
[Signature]  
Notary Public

NORTH CAROLINA - Union County

The foregoing certificate(s) of D Hope Benjamin

NC

Notary Public of Union Co.

In (case) certified as be correct. This instrument was presented for registration and recorded in this office at Book 1161 Page 861  
Date 29 day of Oct 1998 at 2:09 o'clock PM  
By: [Signature]  
RUDY G. PRICE, REGISTER OF DEEDS

*Amendment 13  
Bk. 794 B 13*

BK 66716772

Revised: 10/9-154 (See II)

Filed for record 11-9-93  
Date 11-9-93  
Time 3:55, 6:00 P.M.  
JUDY G. PRICE, Register of Deeds  
Union County, North Carolina

RECORDED  
and  
VERIFIED  
RPS

Prepared by and returned to PERRY SANDY, Attorney, P. O. Box 712, Monroe, NC 28111.

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive and Protective Covenants and Conditions is made and entered into this 9th day of November, 1993, by and between W. ARTHUR DAVIS and wife, GLAIA B. DAVIS, land owners, hereinafter referred to as parties of the first part; and Prospective Purchasers of all lots, including but not limited to Lots Nos. 1 through 30, as shown and delineated on a plat entitled WINDWARD OAKS, SECTION 1, a subdivision located north of the Town of Hargett, Hargett Township, Union County, North Carolina, hereinafter referred to as parties of the second part; and BANK OF UNION, a North Carolina Banking Institution with its home office in Monroe, North Carolina, which joins in this Declaration for the purpose of agreeing to and consenting to this Declaration and as hereinafter set forth:

WITNESSETH: (1) 9538

WHEREAS, said parties of the first part have heretofore acquired title to a certain tract of land more particularly described in deed dated June 30, 1992 and recorded in book 567, page 389, Union County Registry, and which tract of land has been subdivided, part of which subdivision is shown and delineated as Lots Nos. 1 through 30 according to a certain map or plat entitled WINDWARD OAKS, SECTION 1 (hereinafter sometimes referred to as the "subdivision"), which map appears of public record in the office of the Register of Deeds of Union County in Plat Cabinet D-503 & 504; and, it is intended and this Declaration shall apply to all lots shown on said map or plat which may have been unintentionally omitted from the above reference to Lots Nos. 1 through 30; and,

WHEREAS, parties of first part declare a common plan for the subdivision and intend to convey said lots as shown on said plat, by deeds, deeds of trust, mortgages, and other instruments to various persons, partnerships, firms, corporations or other entities, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots and to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of such grantees acquiring title and shall be binding upon each such grantee or entity acquiring title or an interest therein by whatever instrument or means.

NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said Prospective Purchasers that each of the aforementioned lots (whether numbered 1 through 30 or unintentionally omitted, but as shown on said recorded plat) shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance or devise, or by transfer of title through intestacy, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions, which are as follows:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels (or any parcel unintentionally omitted but as shown on the recorded plat) depicted on the map or plat recorded in the Union County Registry in Plat Cabinet D-503 & 504. Provided, however, that the owner of any such parcel may combine with such parcel, parts or portions of another such parcel or parcels and the egress shall be considered as one "Lot" for purposes of these restrictive and protective covenants and conditions.
2. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any lot other than a new constructed dwelling, constructed on said lot and for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any lot is prohibited; and the reparation, remodeling, renovation or conversion of any building moved and placed on any lot

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for use as a dwelling is prohibited. No mobile home, manufactured home (single, doublewide or otherwide), house trailer, or modular home may be erected or placed upon or permitted to remain upon any lot.

A detached garage is prohibited. A garage must be a part of the residential dwelling and must open (the entrance) from the rear of the dwelling. A carport shall not be permitted on any lot. A garage must be fully enclosed (except for entrance), except that any customary glass windows in the garage and garage doors shall be permitted. A garage shall be permitted to house only passenger motor vehicles licensed to be used and being used on the roads and highways of this and other States. Detached buildings shall not be used for motor vehicle storage on any lot.

3. Dwelling Size. Any one-story dwelling erected upon any lot shall contain not less than 1,350 square feet of heated area, exclusive of open porches and garages.

Any one and one-half story dwelling erected upon any lot shall contain not less than 1,500 square feet of heated area, exclusive of open porches and garages; provided, however, that such dwelling shall contain not less than 950 square feet of heated area on the ground floor, exclusive of open porches and garages.

Any two-story dwelling erected upon any lot shall contain not less than 1,700 square feet of heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 850 square feet of heated area on the ground floor, exclusive of open porches and garages.

4. Dwelling Quality. Any dwelling and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stone/brick siding, or of concrete blocks. No "shell house," as the term is generally understood at this time in this area, shall be erected or permitted or allowed to remain on any lot. The outside surface of beams, walls, and roofs of any apartment structures located on any lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said lot. No metal storage shed shall be permitted on any lot, but any such shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot, and must be constructed or located behind the dwelling house and behind the building line of the back side of the dwelling. Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions. No barn shall be located on any lot.

5. Setback Lines. No building, dwelling or other structure shall be erected or permitted to remain nearer to any street in the subdivision than the street setback lines as shown on the recorded plat above referred to. No building shall be located nearer than ten feet to any sideline or nearer than fifteen feet to the rear line of any lot. Provided, however, that eaves, steps, stoops and fireplace chimneys shall not be considered a part of the building for purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat.

6. Easements. A portion of Lots 6 and 7 of the subdivision is subject to a twenty-foot drainage easement, ten feet of which runs parallel with and on each side of the common boundary. A portion of Lot 8 and Lot 9 is subject to a thirty-foot wide private driveway and utility easement providing services to and access to and from Lot 10 from Pondside Lane. A sanitary sewer right of way is located on Lot 12. Along a portion of Pondside Lane the sewer line located in Pondside Lane, 7.5 feet from the centerline of sewer line located in Pondside Lane. A pond, the waters of which of partially situated upon portions of Lots 8, 9, 10, 11, and 17, is located within the subdivision and as shown on the recorded plat. The above easements as well as any other easements shown on the recorded plat, are "fixed" and the lots above-referred to and any affected but not referred to are subject to said easements. The lots affected by the waters of the pond are hereby made subject to any

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right and easement for the high water mark as shown on the recorded plat, and subject to the rights of others, if any, in the joint use of the pond, and such Lot owners agree to do nothing to interfere with the flow of water, with the present location of such water mark, or in any other manner to interfere with the maintaining or existence of the pond in its present location and as shown on the recorded plat.

Sub-surface and above-ground easements for installation and maintenance of utilities and drainage facilities are reserved over the front, side and rear ten feet of each Lot shown on the recorded plat. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

No statement or right of way or permit may be given or granted over any Lot that allows access to and from the subdivision from outside its boundaries as shown on the recorded plat, except that the parties of first part may grant such access for purpose of joining future phases (sections) of the subdivision for future development on the land adjoining and owned by parties of the first part.

7. Subdividing. No Lot shall be further subdivided by any owner, except for conveying a portion to an adjoining owner for the purpose of the adjoining owner complying with these restrictions or enlarging a Lot.

8. Junk Vehicles/Abandoned Vehicles. No junked or abandoned motor vehicles or other vehicles considered junk or abandoned shall be permitted on any Lot.

9. Trucks and Other Vehicles. No tractor-trailer trucks or vans, other trailers or motor vehicles larger than a 3/4 ton pickup truck shall be permitted to be placed or parked, permanently or temporarily (except to load or unload) on any Lot or subdivision street, overnight or during daylight hours.

10. Recreational Vehicles. Trailers and recreational vehicles (trailers used and maintained for recreation and self-propelled or towed by a motor vehicle) are permitted, but may only be located and parked behind the back building line of the dwelling.

11. Garbage and Refuse Disposal. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers with lids closed. All incinerators, containers or other equipment for storage or disposal of waste materials shall be kept in a clean and sanitary condition. All such containers and other equipment, as well as garbage containers, shall be located and maintained behind the back building line of the dwelling, except on days in which such contents are collected and transported away.

12. Nuisances. No noxious or offensive fire or activity shall be conducted or carried on upon any Lot or subdivision street, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

13. Commercial Business. No commercial business of any kind shall be permitted to exist or to be conducted in said subdivision, on any Lot or subdivision street, said subdivision purpose being to provide a residential neighborhood. However, any customary home occupation as now or hereafter defined by the Union County Land use ordinance shall be permitted as long as the other restrictive and protective covenants herein set forth are not violated.

BK67P6775

14. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

15. Signs. No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible, and all such signs must be erected only with written consent of the subdivision developer.

16. Livestock and Poultry. No animals, livestock, or poultry, including but not limited to turkeys and ostriches and reptiles and horses and ponies. However, dogs, cats or other household pets that are domesticated shall be allowed and kept on the premises, provided they are not kept, bred, or maintained for commercial purposes or for charitable purposes. No kennels are allowed on any Lots.

17. Aerials and Antennas. Only a standard antenna for receiving network T.V. broadcasting signals shall be permitted on the roof of any dwelling. No radio or television receiving dish (including satellite dish) or tower or transmitting antenna shall be erected, installed, placed or maintained on any dwelling or subdivision lot or portion thereof.

18. Fences. No fence may be erected nearer the front Lot line of a Lot than the front face of the dwelling located on such lot. No fence which exceeds 5 feet in height may be erected on any lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded plat of the subdivision as an easement area.

19. Time. These covenants are to run with the land and shall be binding on any and all persons and entities acquiring title or any interest in any Lot up to and including the first day of December, 2019, at which time said covenants shall be automatically extended for successive period of five years, unless by written instrument executed by a majority of the then-owners of said lots, and duly recorded in the office of the Registrar of Deeds of Union County within three months of any anniversary date of any such automatic renewal, the being of the covenants, it is agreed to change said covenants in whole or in part or to void them altogether.

20. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of side or rear or front setback restrictions, the sole remedy of any offended person being a suit for damages.

20a. Lot Maintenance. The owner of any Lot shall maintain and mow the Lot at regular times, when needed to make and keep the Lot aesthetically pleasing, i.e., in good estate commensurate with other owners' lots in the subdivision. An owner of any Lot that remains or stands unimproved must mow the Lot on a regular enough basis so as to not allow Grass, shrubs and weeds to grow at any one time where such exceed a height of 12 inches from the ground.



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21. Generalibility. Invalidation of any one of these covenants or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing provisions with respect to any lot, the Declarant (parties of Part Part) or their successor(s) reserves the right (by and with the mutual written consent of the then Owner or Owners of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

23. Deed of Trust Held by Bank of Union. The Bank of Union, Monroe, North Carolina, holds a first mortgage lien on the subdivision property, which lien is dated June 30, 1992 and recorded in the Union County Registry in Book 567, Page 291. The Bank of Union, through its duly authorized officers, and by authority of its Board of Directors, executes this Declaration for the purpose of consenting and agreeing to this Declaration and in effect subordinating its lien to this Declaration, and for the purpose of hereby granting to all purchasers and owners of any lot the joint use of and right of easement for the subdivision streets as shown on the recorded plat, such use to be nonexclusive and for the joint use of other owners in said streets to provide ingress and egress to and from their respective lots to and from McIntyre Road.

IN WITNESS WHEREOF, W. Arthur Davis and wife, Clara B. Davis have caused this Declaration to be executed under seal on the day and year first above written. And, Bank of Union has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

*W. Arthur Davis* (SEAL)  
W. ARTHUR DAVIS

*Clara B. Davis* (SEAL)  
CLARA B. DAVIS

Address *Bank of Union* BY *William E. Davis*  
*Clara B. Davis* V.P.  
C.O.D. Sec.

ARTIX CORP. SEAL



Linda L. Jordan, Notary Public for said County and State certifies that W. Arthur Davis and wife, Clara B. Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of November, 1993.

*Linda L. Jordan*  
Notary Public

North Carolina, Union County  
I, Notary Public of said County and State certify that *Clara B. Davis* personally came before me this day and acknowledged that she is the Secretary of Bank of Union, 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 *W. Arthur Davis*, President, sealed with its corporate seal and attested by himself as its *W. Arthur Davis*, Secretary.

Witness my hand and official stamp or seal this 1st day of November, 1993.  
MY COMMISSION EXPIRES 7-30-96  
*W. Arthur Davis*  
Notary Public

THE FOREGOING CERTIFICATES OF NOTARITY ARE HEREBY CERTIFIED TO BE CORRECT. THIS INSTRUMENT AND THIS CERTIFICATE ARE DULY RECORDED AT THE DATE AND TIME AND IN THE BOOK AND PAGE SHOWN ON THE FIRST PAGE HEREOF.



BK667P6717

NORTH CAROLINA - Union County Linda L. Bughaw and Mary E. Thompson

The foregoing certificate(s) of \_\_\_\_\_  
Notary Public of Union Co., N.C.

*(to be certified to be correct. This instrument was presented for registration and recorded in this office at Book 667, Page 992*  
this 9<sup>th</sup> day of November 1993 at 3:55 o'clock P.M.  
JUDY G. PRICE, REGISTER OF DEEDS By: Judy G. Price Notary Public



REGISTER OF DEEDS

BR 794P6113

Edyuna

Prepared by & return to: PERRY, HINDY, Taylor & Lane, LLP, Attorneys, Raleigh, NC

STATE OF NORTH CAROLINA

COUNTY OF UNION

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

052200

This Amendment to Declaration of Restrictive Covenants is made and entered into this 17th day of February, 1995, by and between W. ARTHUR DAVIS and wife, CLARA F. DAVIS, landowners and developers; LOVE CONSTRUCTION COMPANY, INC., owner; BANK OF UNION, lender; MARGERY JONAS CAYD and wife, TERRELLA LYON CAYD; DERRISON ARTHUR DAVIS; MORRIS ARBOLD DAVIS; and WILLIAM J. TAYLOR and wife, WVA S. TAYLOR, all of Union County, North Carolina.

MARGERY, W. ARTHUR DAVIS and wife, CLARA F. DAVIS, owners and developers of WINDWARD OAKS (subdivision) SECTION I as shown recorded in the Union County Registry in Plat Cabinet D-503 & 504, executed and recorded a Declaration of Restrictive Covenants in the Union County Registry in Book 667, Page 772, the same being inserted herein by reference. And, whereas, all those executing this document, covenants Amendment to Declaration of Restrictive Covenants, desire to amend the original Declaration of Restrictive Covenants recorded in Book 667, page 772, as hereinafter set forth.

NOW, THEREFORE, in consideration of mutual benefits accruing each to the other, the parties hereto do amend the Declaration recorded in Book 667, 772, as follows: The second full paragraph on the second page of the Declaration (Book 667, Pg. 773 of the recorded document), which is a part of the section entitled "2. Land Use and Building Type" is deleted in its entirety beginning with the words "A detached garage" and ending with the words "on any lot." And, in lieu thereof, the following paragraph is inserted and made a part of the Declaration of Restrictive Covenants:

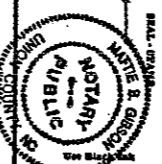
"A detached garage is prohibited. A garage shall not be permitted of the residential dwelling. A carport shall not be permitted on any lot. A garage must be fully enclosed (except for entrance) and be permitted to be used and being used on the roads and highways of this State and other States. Detached buildings shall not be used for open camp, motor vehicle storage on any lot."

It is intended that the above amendment shall apply to all lots shown on the recorded subdivision map or plat, to become a part of the common plan of development, inuring to the benefit of the parties hereto, their successors and assigns and the binding upon all of the aforesaid. And, that this Amendment, along with the original recorded Declaration of Restrictive Covenants are to be appurtenant to and run with the land.

Further, that the Declaration of Restrictive Covenants as recorded in Book 667, Page 772 et seq, shall remain in full force and effect and shall remain unchanged, except for the amendment hereinabove set forth.

IN WITNESS WHEREOF, the individual parties hereto, along with the corporate entities, have caused this document to be executed under seal, and the corporations have caused this instrument to be signed in their respective corporate names by their duly authorized officers and their respective corporate seals to be hereunto affixed by authority of their Boards of Directors, this day and year first above written.

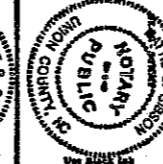
Clara F. Davis (SEAL)
W. Arthur Davis (SEAL)
Douglas Cato (SEAL)
William J. Taylor (SEAL)
Derrison Arthur Davis (SEAL)
Bank of Union (SEAL)
Margery Jonas Cayd (SEAL)
Terrellia Lyon Cayd (SEAL)
Morris Arbold Davis (SEAL)
William J. Taylor (SEAL)
Love Construction Company, Inc. (SEAL)
Van J. Love, President
Martina G. Love, Secretary
Affix corporate seal (SEAL)



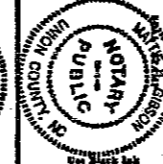
STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 W. Arthur Davis and wife, Clara B. Davis  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 Jeffrey Douglas Cato and wife, Theresa Lynn Cato  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



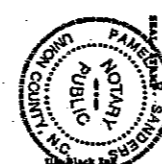
STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 William Taylor and wife, Eva S. Taylor  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 Dennison Arthur Davis  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 Norris Arthur Davis  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 Norma Carolana Wilson  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any  
 fraud and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public



STATE OF NORTH CAROLINA, Union, BK 794 PG 114  
 I, a Notary Public of the County and State aforesaid, certify that  
 Cynthia S. Long  
 personally came before me this day and acknowledged that she is the Secretary of  
 Love Construction Company, Inc. a North Carolina corporation, and that by authenticating this  
 instrument she is acting as the Secretary of the corporation, the foregoing instrument was signed in her name by the  
 President, without fraud, and without duress, this 28<sup>th</sup> day of April, 1998  
 My commission expires: Feb. 21, 1998  
 Mattie B. Gibson, Notary Public

The foregoing certification of  
 Mattie B. Gibson, Notary Public, Union County, North Carolina.  
 Done, Pamela P. Sommers, Notary Public, Union County, North Carolina.  
 Place certified to be correct: This instrument and this certificate are duly returned to the state and filed in the State and filed herein on the  
 date hereof.  
 AMY O. PRICE, CLERK OF SUPERIOR COURT  
 Union

BK 794PC115

STATE OF NC  
COUNTY OF Thurs

I, Thomas Paul Jones, a Notary Public of the  
County and State aforesaid, certify that Robert L. Hinkle of the  
North Carolina personally appeared before me this day, and  
acknowledged the execution of the foregoing instrument. Witness my  
hand and official seal this 21st day of April, 1953.

Thomas Paul Jones  
Notary Public (2211)

My Comm. Expires 28th

