

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 4.11.2001 o'clock 0.00 a.m.  
Time 9:35  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

0048109

RESCISSON OF REINSTATEMENT AND  
AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF YORKSHIRE SUBDIVISION PHASES I, II, AND III

WHEREAS, by document entitled "Reinstatement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Yorkshire Subdivision Phases I, II, and III," dated the 13th day of September 2000, recorded in Deed Book 1440 at Page 794 in the office of the Register of Deeds for Union County, North Carolina, an attempted amendment to various Declarations was recorded, purporting and attempting to change square footage requirements and facade requirements for residences constructed in Yorkshire Subdivision, Union County.

WHEREAS, the Declarations which said document attempted and purported to modify include the "Declaration of Covenants, Conditions and Restrictions of Yorkshire Subdivision," recorded in Deed Book 482 at Page 727, the "Supplemental Declaration of Covenants, Conditions and Restrictions of Yorkshire, Phase III," recorded in Deed Book 905 at Page 473; and the "First Amendment to Supplemental Declaration for Yorkshire, Phase III," recorded in Deed Book 1012 at Page 064.

WHEREAS, the owners of a majority of the tracts located in Yorkshire Subdivision, Phases I, II and III, in the office of the Register of Deeds for Union County, have reconsidered said document and have determined that the same should be rescinded and the previously recorded Restrictive Covenants for Yorkshire Subdivision remain in full force and effect.

NOW, THEREFORE, the undersigned do rescind in their entirety the "Reinstatement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Yorkshire Subdivision Phases I, II, and III" recorded in Deed Book 1440 at Page 794 of the Union County Registry.

In all other respects, the Restrictive Covenants recorded in Deed Book 482 at Page 727, Deed Book 905 at Page 473, and Deed Book 1012 at Page 064 of the Union County Registry continue to remain in full force and effect respectively.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this  
4th day of April, 2001.

<u>37</u> Lot No.	<u>Barbara Stone</u> Lot Owner (print)	<u>Barbara Stone</u> Lot Owner (signature)	<u>Cheri Case</u> Witness
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<u>18</u> Lot No.	<u>Philip T. Donahoe</u> Lot Owner (print)	<u>Philip T. Donahoe</u> Lot Owner (signature)	<u>Cheri Case</u> Witness
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<u>18</u> Lot No.	<u>Patricia H. Donahoe</u> Lot Owner (print)	<u>Patricia H. Donahoe</u> Lot Owner (signature)	<u>Cheri Case</u> Witness
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<u>18</u> Lot No. <u>Ann Browning</u> Lot Owner (print)	<u>Ann Browning</u> Lot Owner (signature)	<u>David May</u> Witness
<u>03</u> Lot No. <u>Dennis Kachun</u> Lot Owner (print)	<u>Dennis Kachun</u> Lot Owner (signature)	<u>David May</u> Witness
<u>06</u> Lot No. <u>Orland Sabin</u> Lot Owner (print)	<u>Orland Sabin</u> Lot Owner (signature)	<u>David May</u> Witness
<u>1</u> Lot No. <u>Wade Hayes</u> Lot Owner (print)	<u>Wade Hayes</u> Lot Owner (signature)	<u>David May</u> Witness
<u>1</u> Lot No. <u>Erestine Hayes</u> Lot Owner (print)	<u>Erestine Hayes</u> Lot Owner (signature)	<u>David May</u> Witness
<u>59</u> Lot No. <u>Simone Helms</u> Lot Owner (print)	<u>Simone Helms</u> Lot Owner (signature)	<u>David May</u> Witness
<u>59</u> Lot No. <u>Lois Helms</u> Lot Owner (print)	<u>Lois Helms</u> Lot Owner (signature)	<u>David May</u> Witness
<u>44</u> Lot No. <u>Kate Tanner</u> Lot Owner (print)	<u>Kate Tanner</u> Lot Owner (signature)	<u>David May</u> Witness
<u>45</u> Lot No. <u>Lorna Mackals</u> Lot Owner (print)	<u>Lorna Mackals</u> Lot Owner (signature)	<u>David May</u> Witness
<u>57</u> Lot No. <u>Jean P. Hudson</u> Lot Owner (print)	<u>Jean P. Hudson</u> Lot Owner (signature)	<u>David May</u> Witness
<u>48</u> Lot No. <u>Howard N Fowler</u> Lot Owner (print)	<u>Howard N Fowler</u> Lot Owner (signature)	<u>David May</u> Witness
<u>50</u> Lot No. <u>Kathryn K. Giblin</u> Lot Owner (print)	<u>Kathryn K. Giblin</u> Lot Owner (signature)	<u>David May</u> Witness
<u>50</u> Lot No. <u>Bobby F. Giblin</u> Lot Owner (print)	<u>Bobby F. Giblin</u> Lot Owner (signature)	<u>David May</u> Witness
<u>55</u> Lot No. <u>James M. Jones</u> Lot Owner (print)	<u>James M. Jones</u> Lot Owner (signature)	<u>David May</u> Witness
<u>55</u> Lot No. <u>Diane S Jones</u> Lot Owner (print)	<u>Diane S Jones</u> Lot Owner (signature)	<u>David May</u> Witness
<u>48</u> Lot No. <u>Boady A. Helms</u> Lot Owner (print)	<u>Boady A. Helms</u> Lot Owner (signature)	<u>David May</u> Witness
<u>43</u> Lot No. <u>Caroly Helms</u> Lot Owner (print)	<u>Caroly Helms</u> Lot Owner (signature)	<u>David May</u> Witness

23	Lot No.	PAKES + SARAH MORGAN	Paul Morgan	Lot Owner (signature)	Paul Morgan	Witness
		Lot Owner (print)	Sarah Morgan			
26	Lot No.	DAVID + IY MORRIS	David Morris	Lot Owner (signature)	David Morris	Witness
		Lot Owner (print)	Iy Morris			
25	Lot No.	FRANCIS CASE	Francis Case	Lot Owner (signature)	Francis Case	Witness
		Lot Owner (print)	Francis Case			
25	Lot No.	Cheri Case	Cheri Case	Lot Owner (signature)	Cheri Case	Witness
		Lot Owner (print)	Cheri Case			
28	Lot No.	Matthew ATCH	Matthew Atch	Lot Owner (signature)	Matthew Atch	Witness
		Lot Owner (print)	Matthew Atch			
28	Lot No.	Sarah J. Rich	Sarah J. Rich	Lot Owner (signature)	Sarah J. Rich	Witness
		Lot Owner (print)	Sarah J. Rich			
23	Lot No.	FRANCES GLENN	Frances Glenn	Lot Owner (signature)	Frances Glenn	Witness
		Lot Owner (print)	Frances Glenn			
23	Lot No.	ABERNATH GLENN	Abernath Glenn	Lot Owner (signature)	Abernath Glenn	Witness
		Lot Owner (print)	Abernath Glenn			
30	Lot No.	BENJAMIN HILLMAN	Benjamin Hillman	Lot Owner (signature)	Benjamin Hillman	Witness
		Lot Owner (print)	Benjamin Hillman			
30	Lot No.	CHRIS HUENDER	Chris Huender	Lot Owner (signature)	Chris Huender	Witness
		Lot Owner (print)	Chris Huender			
* 27	Lot No.	CARY D SLORE	Cary D Slore	Lot Owner (signature)	Cary D Slore	Witness
		Lot Owner (print)	Cary D Slore			
2	Lot No.	WILLIAM D. HEMP	William D. Hemp	Lot Owner (signature)	William D. Hemp	Witness
		Lot Owner (print)	William D. Hemp			
43	Lot No.	GREGG THORNTON	Gregg Thornton	Lot Owner (signature)	Gregg Thornton	Witness
		Lot Owner (print)	Gregg Thornton			
36	Lot No.	FRANK FROST	Frank Frost	Lot Owner (signature)	Frank Frost	Witness
		Lot Owner (print)	Frank Frost			
39	Lot No.	DAVID SPURGEON	David Spurgeon	Lot Owner (signature)	David Spurgeon	Witness
		Lot Owner (print)	David Spurgeon			
42	Lot No.	TERESA WILSON	Teresa Wilson	Lot Owner (signature)	Teresa Wilson	Witness
		Lot Owner (print)	Teresa Wilson			
20	Lot No.	DON SIMPSON	Don Simpson	Lot Owner (signature)	Don Simpson	Witness
		Lot Owner (print)	Don Simpson			

Lot No.	Lot Owner (print)	Lot Owner (signature)	Witness
# 41	JOHN A. and OLIFF L. JONES	<i>John A. Jones</i> Lot Owner (signature)	<i>David Morgan</i> Witness
25	RICHARD YERCHECK	<i>Richard Yercheck</i> Lot Owner (signature)	<i>David Morgan</i> Witness
32	Drew Lawrence	<i>Drew Lawrence</i> Lot Owner (signature)	<i>David Morgan</i> Witness
32	Ann Lawrence	<i>Ann Lawrence</i> Lot Owner (signature)	<i>David Morgan</i> Witness
27	THOMAS MORGAN	<i>Thomas Morgan</i> Lot Owner (signature)	<i>David Morgan</i> Witness
30	Theresa C. Dillard	<i>Theresa C. Dillard</i> Lot Owner (signature)	<i>Cheri Coe</i> Witness
30	APRIL D. HAYES	<i>April D. Hayes</i> Lot Owner (signature)	<i>Cheri Coe</i> Witness
4	CHARLES R. ADAMS	<i>Charles R. Adams</i> Lot Owner (signature)	<i>David Morgan</i> Witness
4	LINDA M. ADAMS	<i>Linda M. Adams</i> Lot Owner (signature)	<i>David Morgan</i> Witness
46	JINAY N. MORGAN	<i>Jinay N. Morgan</i> Lot Owner (signature)	<i>David Morgan</i> Witness
46	PATRICIA D. MORGAN	<i>Patricia D. Morgan</i> Lot Owner (signature)	<i>David Morgan</i> Witness
28	JOE SHERLY	<i>Joe Sherly</i> Lot Owner (signature)	<i>David Morgan</i> Witness
28	Gwen Shealy	<i>Gwen Shealy</i> Lot Owner (signature)	<i>David Morgan</i> Witness
39	LEE COSSIS	<i>Lee Cossis</i> Lot Owner (signature)	<i>David Morgan</i> Witness
39	Dianne H. Erics	<i>Dianne H. Erics</i> Lot Owner (signature)	<i>David Morgan</i> Witness
51	David Fincher AMY FINCHER	<i>David Fincher</i> Lot Owner (signature)	<i>David Morgan</i> Witness

46 CHRISTY CARTER Christy Carter  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

42 Timothy D. Little T.D. Little  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

42 Freddie Little Freddie Little  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

24 Ann Cobb Ann M. Cobb  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

24 Barbara K. Cobb Barbara K. Cobb  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

26 Sharon McDougal-Isley Sharon McDougal-Isley  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

26 David R. Isley David R. Isley  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

32 Don L. Moser Don L. Moser  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

44 Joseph Kinman Joseph Kinman  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

52 Houston V. Blair Houston V. Blair  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

52 FRANKS W. BLAIR FRANKS W. BLAIR  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

21 David Little David Little  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

44 Ryan & Tina Martin Ryan & Tina Martin  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

44 Ryan Blair Ryan Blair  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

34 Tim Ledford Tim Ledford  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

34 Kathy Cleford Kathy Cleford  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

17 Charles A. Cooper Charles A. Cooper  
Lot No. Lot Owner (print) Lot Owner (signature)  
Witness David Morgan

53  
Lot No. Mike Magliocca  
Lot Owner (print)

Michael W. Magliocca  
Lot Owner (signature)

Cheri Coe  
Witness

53  
Lot No. Kim Magliocca  
Lot Owner (print)

Kim Magliocca  
Lot Owner (signature)

Cheri Coe  
Witness

29  
Lot No. HOUE MARK TRAYWICK  
Lot Owner (print)

Mark Traywick  
Lot Owner (signature)

Cheri Coe  
Witness

29  
Lot No. ELIZABETH D. TRAYWICK  
Lot Owner (print)

Elizabeth Traywick  
Lot Owner (signature)

Cheri Coe  
Witness

45  
Lot No. Joel J. Woodhuff  
Lot Owner (print)

Joel J. Woodhuff  
Lot Owner (signature)

Cheri Coe  
Witness

45  
Lot No. Lisa A. Woodhuff  
Lot Owner (print)

Lisa A. Woodhuff  
Lot Owner (signature)

Cheri Coe  
Witness

38  
Lot No. July L. Davis  
Lot Owner (print)

July L. Davis  
Lot Owner (signature)

Cheri Coe  
Witness

27  
Lot No. Kristin L. McCoy  
Lot Owner (print)

Kristin L. McCoy  
Lot Owner (signature)

Cheri Coe  
Witness

48  
Lot No. Beth L. Fowler  
Lot Owner (print)

Beth L. Fowler  
Lot Owner (signature)

Cheri Coe  
Witness

45  
Lot No. Greg Mockaas  
Lot Owner (print)

Greg Mockaas  
Lot Owner (signature)

Cheri Coe  
Witness

57  
Lot No. Bert A. Wilson  
Lot Owner (print)

Bert A. Wilson  
Lot Owner (signature)

Cheri Coe  
Witness

2  
Lot No. Edna Young  
Lot Owner (print)

Edna Young  
Lot Owner (signature)

Cheri Coe  
Witness

43  
Lot No. Dwight Thacker  
Lot Owner (print)

Dwight Thacker  
Lot Owner (signature)

Cheri Coe  
Witness

25  
Lot No. Brenda Yeckel  
Lot Owner (print)

Brenda Yeckel  
Lot Owner (signature)

Cheri Coe  
Witness

18  
Lot No. Michael Browning  
Lot Owner (print)

Michael Browning  
Lot Owner (signature)

Cheri Coe  
Witness

32  
Lot No. MILDRED M. THOMPSON  
Lot Owner (print)

Mildred M. Thompson  
Lot Owner (signature)

Cheri Coe  
Witness

Lot No.  
THOMAS THOMPSON  
Lot Owner (print)

Thomas Thompson  
Lot Owner (signature)

Cheri Coe  
Witness

82  
Lot No.

Marc Salks  
Lot Owner (print)

LO/Owner (signature)

Witness  
J. W. Wagon

370  
Lot No.

Christina Poole  
Lot Owner (print)

Lot Owner (signature) Austina

Witness  
Paul J. Allgren

03  
Lot No.

ROBIN L. AUSTIN  
Lot Owner (print)

Lot Owner (signature)

Witness Cheri Lee

21  
Lot No.

Lee Ann Wilson  
Lot Owner (print)

John Wilson  
Lot Owner (signature)

Witness \_\_\_\_\_  
Chari Case

Lot No. <u>100</u>	Lot Owner (print) <u>Theresa Rice</u>	Lot Owner (signature) <u>Theresa Rice</u>	Witness <u>John Lee</u>
Lot No. <u>100</u>	Lot Owner (print) <u>Michael S Rice</u>	Lot Owner (signature) <u>Michael S Rice</u>	Witness <u>John Lee</u>
Lot No. <u>17</u>	Lot Owner (print) <u>Candace Cook</u>	Lot Owner (signature) <u>Candace Cook</u>	Witness <u>John Lee</u>

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
personally appeared before me this day and acknowledged the due execution to the  
foregoing instrument.  
WITNESS my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA - Union County  
The foregoing certificate(s) of \_\_\_\_\_, Notary Public of  
Union County is (are) to be correct. This instrument was presented for registration and recorded in this office at Book \_\_\_\_\_,  
Page \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
By: \_\_\_\_\_, Asst/Deputy  
REGISTER OF DEEDS



## STATE OF NORTH CAROLINA

## COUNTY OF UNION

Before me, a Notary Public of said county and state, I do hereby certify that David Morgan personally appeared before me this day, and after first being duly sworn, stated that in his presence:

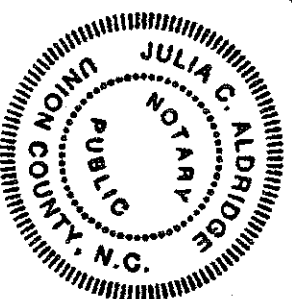
Ann Browning ✓	David Sprumont ✓
Dennis Lawhorn ✓	Geraldine Thomson ✓
Garland Sailors ✓	Don Simpson ✓
Wade Hayes ✓	John W. Jones ✓
Ernestine C. Hayes ✓	Oliff L. Jones ✓
Jimmy O. Helms ✓	Richard Yercheck ✓
Lou Helms ✓	Drew Lawrence ✓
Kay Tanner ✓	Jennifer Lawrence ✓
Donna Mockalis ✓	Andrew McCoy ✓
Jean P. Hudson ✓	Charles A. Adcock ✓
Howard N. Fowler ✓	Linda M. Adcock ✓
Kathryn K. Giblin ✓	Jimmy N. Morgan ✓
Bobby F. Giblin ✓	Patricia D. Morgan ✓
James M. Jones ✓	Joe Shealy ✓
Dianne S. Jones ✓	Gwen Shealy ✓
Barry A. Helms ✓	Lee E. Eiss ✓
Carolyn Helms ✓	Dianne H. Eiss ✓
Parks Morgan ✓	David Fincher ✓
Sarah Morgan ✓	Amy Fincher ✓
Russel Case ✓	Curtis Carter ✓
Cheri Case ✓	Timothy D. Little ✓
Matthew A. Rich ✓	Evadne Little ✓
Sarah J. Rich ✓	Sharon McDougal-Isley ✓
Frances Glenn ✓	David R. Isley ✓
Norman Glenn ✓	Don L. Woloszek ✓
Ben James Hullender ✓	Joseph Kinney ✓
Chris Hullender ✓	Houston V. Blair ✓
Gary D. Stone ✓	Frances W. Blair ✓
William A. Young ✓	Davis Wilson ✓
Gregg Thornton ✓	Judy L. Davis ✓
Brian Poole ✓	

signed the foregoing instrument and acknowledged the execution thereof.

Witness my hand and notarial seal this 9th day of April, 2001.

My commission expires: 3-6-2006

Notary Public



STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, I do hereby certify that Cheri Case personally appeared before me this day, and after first being duly sworn, stated that in her presence:

Barbara Slone ✓	Kim Magliocca ~
Phillip T. Donahoe ~	Hoyle Mark Traywick ~
Patricia H. Donahoe ~	Elizabeth D. Traywick ~
Thomas C. Owen ~	Joel J. Woodruff ~
April Oliphant ~	Lisa A. Woodruff ~
Ryan Warren ~	Theresa Rice ~
Tina M. Warren ~	Michael Rice ~
Tim Ledford ~	Candace Cooper ~
Kathy C. Ledford ~	Robin Lawhorn ~
Charles A. Cooper ~	Lee Ann Wilson ~
Mike Magliocca ~	

signed the foregoing instrument and acknowledged the execution thereof.

Witness my hand and notarial seal this 9<sup>th</sup> day of April, 2001.

My Commission Expires: 3-6-2006

*Julia C. Aldridge*  
Notary Public



Prepared by and return to  
Roy E. Dawkins, P.A.

BK 1440PG794

0026000

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

REINSTATEMENT AND  
AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
YORKSHIRE SUBDIVISION  
PHASES I, II, AND III

Filed for Record  
Date 9/3/2000  
Time 3:25 o'clock P.M.  
JUDY G. PRICE, Register of Deeds,  
Union County, Monroe North Carolina

W.F.  
8.7

We, the undersigned, as owners of not less than seventy-five percent (75%) of the lots in Yorkshire Subdivision, Phases I, II, and III, pursuant to the provisions of the original Restrictive Covenants, do republish and declare the original Restrictive Covenants, amended as follows:

(3) No single family dwellings shall be erected and maintained upon any lot with the heated area, exclusive of porches and garages, being less than 1,900 square feet. All residential structures shall be constructed with at least seventy percent (70%) of the exterior finish of brick, stone, or stucco.

Article II of the Declaration of Covenants, Conditions, and Restrictions of Yorkshire Subdivision, Book 482, Page 727, Union County Register of Deeds, is amended by the addition of the following:

Section 3. Any member violating the Covenants, Conditions, and Restrictions applicable to Phase I, Phase II, and Phase III of Yorkshire Subdivision who does not fully comply with the Covenants, Conditions, and Restrictions within 30 days of notice to cease is subject to a \$50.00 per day special assessment by the Homeowners Association in addition to any remedy in law or in equity.

Except as amended herein, all Restrictions and Covenants set forth in the restatement of Restrictive Covenants, recorded in Deed Book 905 Page 475, Union County Register of Deeds, are hereby incorporated fully herein by this reference; restated; and declared to run with the land and shall be binding upon all parties and properties in Phase I, Phase II, and Phase III of Yorkshire Subdivision.

Witness our hands and seals and

Effective this 12th day of September, 2000.

RECORDED  
AND  
VERIFIED

Lot 23 Phase 1 J. Parks Morgan MKH (SEAL)

Lot 24 Phase 1 Sarah M. Morgan (SEAL)

Lot 25 Phase 1 Ann N. Cobb (SEAL)  
Ronald K. Cobb (SEAL)

Lot 26 Phase 1 Richard Verchase (SEAL)

Lot 27 Phase 1 Branda D. Verchase (SEAL)  
Beulah Verchase (SEAL)

Lot 28 Phase 1 Elizabeth D. Thymewick (SEAL)  
Andrew W. Thymewick (SEAL)

Lot 29 Phase 1 Robin L. McCoy (SEAL)  
Justin A. McCoy (SEAL)

Lot 30 Phase 1 (SEAL)

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.REINSTATEMENT AND  
AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
YORKSHIRE SUBDIVISION  
PHASES I, II, AND III

We, the undersigned, as owners of not less than seventy-five percent (75%) of the lots in Yorkshire Subdivision, Phases I, II, and III, pursuant to the provisions of the original Restrictive Covenants, do republish and declare the original Restrictive Covenants, amended as follows:

(3) No single family dwellings shall be erected and maintained upon any lot with the heated area, exclusive of porches and garages, being less than 1,900 square feet. All residential structures shall be constructed with at least seventy percent (70%) of the exterior finish of brick, stone, or stucco.

Article II of the Declaration of Covenants, Conditions, and Restrictions of Yorkshire Subdivision, Book 482, Page 727, Union County Register of Deeds, is amended by the addition of the following:

Section 3. Any member violating the Covenants, Conditions, and Restrictions applicable to Phase I, Phase II, and Phase III of Yorkshire Subdivision who does not fully comply with the Covenants, Conditions, and Restrictions within 30 days of notice to cease is subject to a \$50.00 per day special assessment by the Homeowners Association in addition to any remedy in law or in equity.

Except as amended herein, all Restrictions and Covenants set forth in the restatement of Restrictive Covenants, recorded in Deed Book 905 Page 475, Union County Register of Deeds, are hereby incorporated fully herein by this reference, restated, and declared to run with the land and shall be binding upon all parties and properties in Phase I, Phase II, and Phase III of Yorkshire Subdivision.

Witness our hands and seals and

Effective this 12th day of September, 2000.

Lot 21 Phase 1

Lee Ann Wilson the for Wilen (SEAL)

Lot 19 & 20 Phase 1

David W. S. - 19 & 20 (SEAL)

Don Simpson - 19 & 20 (SEAL)

Lot 12 Phase 1

MARLENE Simpson Moline Linper (SEAL)

Charles Cooper Candace Cooper (SEAL)

Lot 8a Phase 1

Joseph Kinney (SEAL)

Lot 18 Phase 1

Michael Browning Michael Browning (SEAL)

William Browning Ann Browning (SEAL)

Lot \_\_\_\_\_ Phase \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)



(Ref 793-527)  
Addition of Pop.

BK 773PG 525

Return to 268

YORKSHIRE  
STATE OF NORTH CAROLINA  
COUNTY OF UNION

REC'D  
and  
VERIFIED  
MS

Filed for record  
Date 3-31-95  
Time 10:00 o'clock P.M.  
AUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

Colony  
MS

AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants of Yorkshire Subdivision is made by David Cuthbertson, Successor to the Original Declarant, hereinafter called Declarant;

WITNESSETH

Declarant is the owner of Yorkshire Phase II <sup>"A"</sup> more particularly described on a subdivision plat so labeled and recorded in File Cabinet D File 228 in the Union County Registry.

The original Restrictive Covenants for Yorkshire Subdivision are recorded in Book 482, Page 735 in the Union County Registry and the same was first amended as will appear on that Amendment to Restrictive Covenants recorded in Book 559, Page 135.

Declarant hereby subjects Yorkshire Phase II <sup>"A"</sup> to said Restrictive Covenants and amends the original Restrictive Covenants and Amended Restrictive Covenants as to said Phase II <sup>"A"</sup> as follows: Paragraph #3 of the original Restrictive Covenants which was amended by the first Amendment of Restrictive Covenants is hereby deleted as to application to Yorkshire Phase II <sup>"A"</sup> and restated as follows:  
045592

3. No single family dwelling shall be erected and maintained upon any lot with the heated area, exclusive of porches and garages being less than 2,000 square feet; provided the architectural review committee shall have the right to permit dwellings to contain less than the specified square footage in certain limited individual cases in which the Committee feels that the dwelling would otherwise be in keeping with the Subdivision.

The original restrictive covenants are further amended by adding to paragraph #4 the following sentence: "All driveways shall be paved with either concrete, asphalt or brick pavers."

BK 773PG527

RECORDED  
and  
VERIFIED  
*[Signature]*

*Return to*  
*2488*

STATE OF NORTH CAROLINA  
UNION COUNTY

Filed for record  
Date 3-31-95  
Time 12:01 o'clock P. M.  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

*[Signature]*

ADDITION OF PROPERTY  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF YORKSHIRE SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by  
G. David Cuthbertson, hereinafter referred to as Declarant and  
any and all persons, firms or corporations hereinafter acquiring  
any of the within described property.

WITNESSETH:

WHEREAS Declarant is the owner of certain property in Union  
County, North Carolina which is more particularly described by  
plat thereof recorded in plat cabinet D file 928 in  
the Union County Public Registry to which reference is hereby  
made for a more complete description; and

WHEREAS, Declarant is the successor of the original Declarant in  
that Declaration recorded in Book 482, Page 727 covering the  
first phase of Yorkshire Subdivision as described therein and  
whereas Declarant desire that the property described on said plat  
as Yorkshire Phase II be added to said original Declarations;  
A  
NOW, THEREFORE, the Declarant hereby declares that all of the  
property described on said plat of Yorkshire Phase II shall be  
held, sold and conveyed subject to those easements, restrictions,  
covenants and conditions more particularly set out in those  
original Declarations dated the 5th day of November, 1990 and  
recorded in Book 482, Page 727 in the Union County Registry.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and  
seal, this the      day of March, 1995.

045503

*[Signature]*  
G. David Cuthbertson (Seal)

*Robert M. Powell*  
*Robert M. Powell, Jr.*

YORKSHIRE

*Robert M. Powell*

STATE OF NORTH CAROLINA  
COUNTY OF UNION

RECORDED  
AND  
VERIFIED  
MAM

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, ROBERT M. POWELL (hereinafter called Declarant) is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Yorkshire Subdivision and recorded in File Cabinet C, File Number 645 and 646, in the Union County Registry; and

WHEREAS, Declarant caused restrictive covenants to be recorded regarding development in said subdivision which covenants are dated the fifth day of November, 1990, and recorded in Book 482 at Page 735 in the Union County Registry; and

WHEREAS, Declarant reserved unto himself, in paragraph 26 of said restrictions, the right to amend said restrictions until seventy-five per cent (75%) of the lots in said subdivision have been sold and conveyed; and

WHEREAS, Declarant still is the owner of more than seventy-five percent (75%) of said lots.

Now, therefore, Declarant hereby amends said restrictive covenants as follows:

1. Paragraph number three is deleted and in lieu thereof the following:

3. No single family dwelling shall be erected and maintained upon any lot with the heated area, exclusive of porches and garages, being less than 1,750 square feet; provided, the architectural review committee shall have the right to permit dwellings to contain less than the specified square footage in certain limited individual cases in which the committee feels the dwelling would otherwise be in keeping with the subdivision.

In all respects not inconsistent herewith, said original restrictive covenants are hereby reaffirmed and republished.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, this the 15 day of May, 1992.

*Robert M. Powell*  
Robert M. Powell, Declarant (SEAL)

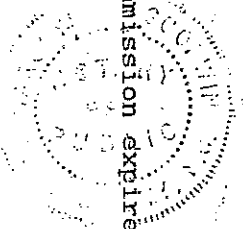
STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, *Carole D. Hyoburn*, a Notary Public, do hereby certify that ROBERT M. POWELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 15<sup>th</sup> day of May, 1992.

*Carole D. Hyoburn*  
Notary Public

My commission expires: 11-27-95





RECORDED  
AND  
VERIFIED  
MAM

STATE OF NORTH CAROLINA  
COUNTY OF UNION

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF YORKSHIRE SUBDIVISION and RESTRICTIVE COVENANTS

BOOK 493 PAGE 326

*Admitted to  
Book*

THIS AMENDMENT made and entered into this the 31 day of December,  
1990, by ROBERT M. POWELL, hereinafter referred to as "Declarant";

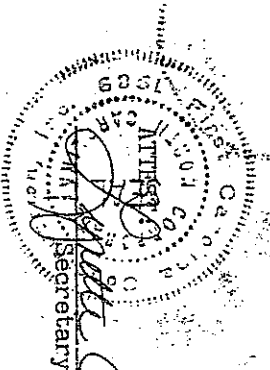
WITNESSETH:

THE Declaration of Covenants, Conditions and Restrictions of Yorkshire  
Subdivision dated the 5th day of November, 1990, and recorded in Deed Book  
482, Page 727, and the Restrictive Covenants dated the 5th day of November,  
1990 and recorded in Deed Book 482, Page 735 are hereby amended by deleting  
the words "Yorkshire Homeowners Association, Inc." in each place where the  
same appears and in lieu thereof inserting the words "Yorkshire Residence  
Association, Inc."

First Carolina Construction, Inc. joins in the execution hereof for the  
purpose of approving this Amendment.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal, and  
First Carolina Construction, Inc. 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.

*Robert M. Powell* (SEAL)  
Robert M. Powell



FIRST CAROLINA CONSTRUCTION, INC.  
By: *Robert M. Powell*  
President

Drawn by and mail to:  
Henry B. Smith, Jr.

*Return to Harry A. Powell, Jr.*

BOOK 482 PAGE 735

*2 Rep'd*

RECORDED  
and  
VERIFIED  
*JM*  
YORKSHIRE

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record 11-5-90  
Date: 8-45  
Time 2:45  
of clock P M  
OWELL L. PLYLER, Register of Deeds  
Union County, Monroe, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, ROBERT M. POWELL (hereinafter called Declarant) is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Yorkshire Subdivision and recorded in File Cabinet C, File Number 645, and in the Union County Registry; and

WHEREAS, Declarant desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns, and future owners of the lots in said subdivision;

NOW, THEREFORE, Declarant hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

1. Each lot shall be used for single family residential purposes only.
2. No clearing of any lot nor any construction shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials and locations of the same shall have been submitted to and approved in writing by the Board of Directors of the Yorkshire Homeowners Association, Inc. or a committee appointed by them (hereinafter referred to as the Architectural Review Committee) as to the harmony of external design and location in relation to surrounding structures and topography. This right shall also extend to approval of exterior color of paint and other materials. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required. Where the term "equivalent" is used in specifications, the Architectural Review Committee shall have the right to determine what materials are equivalent to those specified. Said approval shall be in writing and shall appear on the final plans and specifications.
3. No single family dwelling shall be erected and maintained upon any lot with the heated area, exclusive of porches and garages, being less than as follows:

PHASE I, LOTS 1 - 16:	1,750 square feet
PHASE I, LOTS 17 - 22:	2,700 square feet
PHASE I, LOTS 23 - 42:	2,000 square feet

Provided, the Architectural Review Committee shall have the right to permit dwellings to contain less than the specified square footage in certain limited individual cases in which the Committee feels the dwelling would otherwise be in keeping with the subdivision.

*See Declaration Covenants Cond. & Part 488-781*

*Amendment to Restrictive Covenants Book 486 Page 215-53M*

*See Amendment  
Book 493 Pg. 324  
" 559 " 135*

*See Amendment  
Book 493 Pg. 525*

4. Plans and specifications for accessory buildings must be submitted to and approved in writing by the Architectural Review Committee prior to construction. Such buildings are to be constructed in conformity with the dwelling and have an exterior of similar construction and, if visible from the street towards which the dwelling faces, must be constructed so as to be entered from the side or rear only. All detached accessory buildings shall be erected from the rear of the rear building line of the main dwelling and no closer than 15 feet from a side line or rear line which joins the perimeter of the subdivision, seven and one-half feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty feet from the center of any side street. The Architectural Review Committee may establish or charge a uniform fee to cover cost of review and approval of plans.
5. 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 onto a lot and remodeling or converting same into a dwelling unit.
6. Any dwelling constructed upon a lot within the subdivision must be completed within one year subsequent to the commencement of construction; provided, Declarant may grant written consent to extensions of time due to circumstances reasonably beyond the control of the owner of said lot.
7. Access from any lot within the subdivision to any road which is not contained within the subdivision is prohibited. No right of way or easement for egress and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the streets within the subdivision without the express written approval of the Declarant.
8. During construction, all building construction debris must be removed weekly, no building material or signs will be allowed within the right of way or set back limits, all drives must be graveled during construction and all dirt and rock cleaned from subdivision street at job site daily.
9. Upon completion of any dwelling, or occupancy of same, whichever comes first, any open or disturbed areas must be seeded and shrubbery planted along the front of each residence.
10. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation of each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations made by the Declarant and, further, any repairs made necessary as a result of such damage shall be at the expense of the owner who shall save Declarant harmless from any loss or liability whatsoever on account thereof.
11. No noxious or offensive trade activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring properties. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
12. Above-ground pools are prohibited.

13. Front yard, rear yard, side yard, and height of structure shall be as required by the local governing body.
14. Easements for installation and maintenance of utilities are reserved along street right of way lines, rear lines, and side lines of all lots, as shown on the subdivision plat, including the right to keep said utilities free and clear of obstructions.
15. No mobile homes, modular homes, or prefabricated dwellings shall be allowed.
16. No commercial raising of animals, livestock, or poultry of any kind shall be permitted. Cats, dogs, and other household pets may be kept, provided they are not bred, kept or maintained for commercial purposes and provided they are not a nuisance to neighboring properties.
17. No tract shall be used or maintained as a dumping ground for trash, garbage, or other waste. All storage equipment for such materials shall be clean and sanitary.
18. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premises within the subdivision. No boats, trucks, campers, or motor homes may be parked on streets or in front yards.
19. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any tract. In the event a cable television system becomes available for the subdivision, no freestanding antenna or satellite dish will be permitted.
20. No sign of any kind shall be displayed to the public view on any tract except a professional sign of not more than three square feet advertising the property when necessary for rent or for sale. This provision excludes signs used by the builders or developers during the construction and sales period.
21. No clearcutting of trees shall be permitted. Trees having a diameter of 12 inches or more shall not be cut without the prior written consent of the Architectural Review Committee. If a tree dies, or is blown over by a storm, it may be removed.
22. More than one lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Architectural Review Committee and in such event the building line requirements prescribed herein shall apply to such combined lot. Declarant reserves the right to re-subdivide any portion or all of the subdivision-owned lots reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided lots except for utility or drainage structures in place at time of combination or re-subdivision. No tract shall be divided into less than 20,000 square feet.
23. Fences shall be erected only upon the express written consent of the Architectural Review Committee. No fence, wall, hedge, or mass planting

having a height in excess of 42 inches shall be maintained or permitted on any lot from the building setback line on said lot to the street.

24. 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.

25. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The owner of any lot within the subdivision as well as the Declarant or Yorkshire Homeowners Association, Inc. may bring an action to enforce these covenants.

26. Until seventy-five per cent (75%) of said lots have been sold and conveyed by the Declarant, which calculation shall include all recorded lots in all phases of Yorkshire Subdivision, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including, but not limited to, the cancellation thereof, or so as to delete any or all of said lots from the effect of these restrictions or to waive set back and set off requirements as to any lot. However, after the sale of seventy-five per cent (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.

27. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years each 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, the Declarant has hereunto set his hand and seal, this the 5th day of November, 1990.

Robert M. Powell (SEAL)  
Robert M. Powell, Declarant

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Ann K. Murphy, a Notary Public, do hereby certify that ROBERT M. POWELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 5th day of November, 1990.

Ann K. Murphy  
Notary Public

My commission expires: 9-1-91

NORTH CAROLINA -- Union County  
The foregoing certificate of Ann K. Murphy

Notary Public of Union Co. N.C.

is (s/he) certified to be correct. This instrument was presented for registration and recorded in this office at Book 482 Page 735  
this 5 day of November, 1990 at 2:45 P. M.

ONEIL L. PLYLER, REGISTER OF DEEDS

By: John S. McDonald Notary Deputy

*Return to Henry D. Smith, Jr.*

*See Amendment and Amend.*

BK 1440 PG 794

BOOK 482 PAGE 727

RECORDED  
and  
VERIFIED

COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
YORKSHIRE SUBDIVISION

*2-16-1971*

THIS DECLARATION, made on the date hereinafter set forth by ROBERT M. POWELL, hereinafter referred to as "Declarant," and any and all persons, firms, or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina, which is more particularly described by plat thereof recorded in Plat Cabinet C, File No. 645 /         , in the Union County Public Registry, to which reference is hereby made for a more complete description; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Yorkshire

*See Amendment  
Book 486 Page 615 JAM*

*See Amendment  
BK: 493 Pg. 324*

- ~~559-135~~
- 482-735
- 793-525
- 905-473
- 1012-64
- 1440-794
- 1538-497

Homeowners Association, Inc., its successors and assigns.

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

Section 3. "Property" shall mean and refer to that certain property <sup>shown</sup> on plats recorded in Plat Cabinet C, File No. 645 /, in the Office of the Union County Register of Deeds, and shall also mean and refer to such additions or revisions thereto as may hereafter be made by Declarant by subsequent recorded instrument, which additional phases shall become a part of the subdivision.

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

Section 5. "Dwelling Unit" shall mean and refer to the separate ownership of enclosed living quarters upon a lot if the same is owned by means of unit ownership, townhouse, or other similar type of ownership.

Section 6. "Declarant" shall mean and refer to Robert M. Powell, his heirs and assigns if the obligations of the Declarant are expressly assumed by such successors or assigns.

Section 7. "Common Property" shall mean all existing rights-of-way shared by the owners, plus signs and other property and amenities as may be purchased or provided for the common use and benefit of the owners and conveyed to the Association.

#### ARTICLE II.

#### PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress over the roads within the property, to be used in common with others, for the purposes of providing access to lots owned or dwelling units owned by the owner for himself, his family, licensees and invitees, subject to the following provisions:

(a) The right of the Association to establish an assessment to be paid by each owner for the maintenance, upkeep and repair of all road rights-of-way, entrance way, and any other common property, and miscellaneous supplies necessary to maintain the Association, unless same is maintained by a local governing body; provided, however, that the Declarant shall be exempt from the requirement of paying any assessments with regard to lots owned by it, and with respect to assessments already accrued on lots that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure, or by foreclosure.

Commencing at the time Declarant no longer controls the Association as provided in ARTICLE III hereafter, the annual assessment shall be \$95.00 per owner of each dwelling unit or unimproved lot, which annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the Association. In addition to the annual assessment referred to above, a one time special assessment of \$100.00 shall be payable by any lot owner to the Association, said payment to be a condition precedent to any written approval by the Declarant or its assigns of the lot owner's building plans and specifications. The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten per cent (10%) in excess of the assessment for the previous year. A majority of the members of each class of the Association must approve an increase in the



yearly assessments if the increase exceeds the assessment for the previous year by more than ten per cent (10%). Furthermore, a majority of the members of each class of the Association must approve any decrease in the yearly assessment provided herein.

Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the roads, road rights-of-way and other common area; provided, that any such special assessments shall have the assent of a majority of each class of the members of the Association at a duly called meeting. A special assessment may differ in amount as between owners of dwelling units and owners of unimproved lots, provided that any difference is reasonably and equitably determined.

The Declarant and its successors or assigns shall continue maintenance of roads, road rights-of-way and other common areas for such period of time and in such manner as the Declarant deems necessary provided that the Association shall have full responsibility for such maintenance and repair after Declarant no longer controls the Association.

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of the same; and

(c) The suspension of the voting rights of an owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are delinquent, during which period of time the

Declarant shall succeed to the voting rights of said owner.

Section 2. Association shall, in addition to responsibility for road rights-of-way and other common area maintenance not maintained by a local governing body, provide such other programs and benefits for the owners as the members thereof by a seventy-five per cent (75%) vote deem appropriate. The Declarant shall have no obligation for any such assessment or other costs or expenses with regard to any lot or dwelling unit owned by it or with respect to assessments accrued as to any lots or dwelling units that Declarant obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure, or by foreclosure.

#### ARTICLE III.

##### MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of an unimproved lot, and/or a dwelling unit which is subject to assessment, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot or dwelling unit which is subject to assessment. As Declarant develops additional phases to Yorkshire Subdivision, the owners of lots and/or dwelling units shall be members of the Association.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot or dwelling unit owned. When more than one (1) person owns an interest in a lot or dwelling unit, all such persons shall be members. The vote for such lot or dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or dwelling unit.

Class B. The Class B member shall be the Declarant, who shall be

entitled to a number of votes equal to the total number of votes of all Class A members plus one, so that the Declarant will have a number of votes which shall constitute a majority of the total votes of all members of the Association.

Class B membership shall cease and terminate and be converted to Class A membership in the happening of either of the following events, which occurs earlier:

(a) January 1, 19 2000; or

(b) At such time as Declarant voluntarily relinquishes majority control of the Association by instrument duly recorded in the Union County Public Registry.

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

#### ARTICLE IV.

##### MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street, right-of-way and common property maintenance, repairs and improvements as provided in ARTICLE II, with each owner being responsible for such annual assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate per annum as shall be determined by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

At the time set forth herein, the obligation for the repairs, maintenance and improvements of the private roads as shown on the aforesaid plat or any

other common property shall be the responsibility of the Association with the owner of each lot or dwelling unit, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the owner of each lot or dwelling unit.

In the event that the owner of any lot or dwelling unit fails and refuses, after demand by the Association, to pay said annual or special assessments, then the Association shall have a lien against said lot and/or dwelling unit and may enforce collection of said assessments, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the said lot or dwelling unit.

It is understood and agreed that the judgment as to whether or not private roads or any common property are in need of maintenance and repair, and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot or dwelling unit.

Notwithstanding the foregoing, each owner of a lot or dwelling unit shall be solely responsible for any repairs to a street or street right-of-way or other common property necessitated by the negligent act or acts of said owner, his or her invitees, agents or guests. It shall be a negligent act for any building material to be unloaded on any street or street right-of-way.

#### ARTICLE V.

##### CONVEYANCE OF COMMON PROPERTY

Declarant by deed will convey its right, title and interest in and over


the street rights-of-way and any other common property within the property to the Association for the purpose of maintenance of the streets and rights-of-way and for the maintenance of any other common property by the Association.

ARTICLE VI.

GENERAL RESTRICTIVE COVENANTS


Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property, that the property is hereby subject to restrictive covenants as to the use thereof, which restrictions are duly filed for record in the Office of the Register of Deeds of Union County, North Carolina. Additional phases, if added to the subdivision, shall also be subject to restrictive covenants to be recorded at such time as such phase(s) is added.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal, this  
the 5th day of November, 1990.

  
Robert M. Powell, Declarant (SEAL)

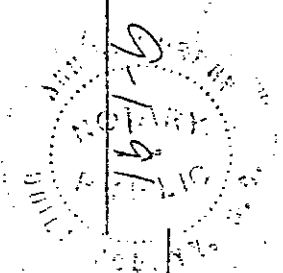
STATE OF NORTH CAROLINA

COUNTY OF UNION

I, , a Notary Public, do hereby certify that ROBERT M. POWELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 5th day of November, 1990.

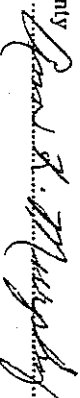
My commission expires: 9-1-91



  
Notary Public

NORTH CAROLINA -- Union County

The foregoing certificate(s) of



Notary Public of Union

County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 482, Page 737  
this 5 day of November 19 90 at 2:45 o'clock P. M.

ONEL L. PLAYER, REGISTER OF DEEDS

By:  Player P.O.  
Assist/Deputy