

Prepared by and return to
 Farms & Estates Realty, Inc., P. O. Box 808, Waxhaw, NC 28173

STATE OF NORTH CAROLINA,
 COUNTY OF UNION.

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR OAKWATER SUBDIVISION

Filed for record
 Date 6.3, 2005
 Time 12:45 o'clock p.m
 Crystal D. Crump, Register of Deeds
 Union County, Monroe, North Carolina

THIS DECLARATION is made as of the 3rd day of June, 2005, by Joseph Maranuk and wife, Frances Maranuk, hereinafter collectively referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land located in Union County, North Carolina, known as Oakwater Subdivision, as shown on a plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina in Plat Cabinet I, File 666.

AND WHEREAS, Declarant currently resides on Tract 1 of the land referred to above;

AND WHEREAS, Tract 1 is specifically exempt from these Covenants, Conditions, and Restrictions, until such time as Declarant vacates their current residence located on Tract 1, either by sale or gift, at which time Tract 1 shall immediately become subject to the following Covenants, Conditions, and Restrictions, simultaneous with the recording of Declarant's deed conveying their interest in Tract 1;

AND WHEREAS, Declarant, now desires for the use of their heirs, assigns, and future grantees to place and impose the following covenants, conditions, and restrictions upon the land known as "Oakwater Subdivision" as shown on plat recorded in Plat Cabinet I File 666.

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, barn, together with outbuildings customary incidental to the residential use of each lot.
2. All homes must be stick-built and newly constructed on site, and shall contain no less than two-thousand five hundred (2,500) square feet of heated living space, exclusive of basements, attics, porches, stoops, terraces, garages, and carports. No structure placed on any tract shall have an exterior of either block or cement block, however, log home kits are permitted.
3. No commercial use of property allowed except boarding/training of horses. No structure of a temporary character, such as trailer, basement, tent, shack, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
4. The breeding of horses for pleasure or sale and the boarding of horses for others are permitted in accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purposes.
5. Tract 2 and Tract 3 may be re-subdivided according to Union county guidelines for subdivision but said subdivided property must contain at least one (1) acre.
6. The pond shown on the recorded plat cannot be destroyed or reduced from its present size, and the pond cannot be drained unless needed for repairs or maintenance. Upon any draining of the pond, the pond must be refilled to full pond level within ninety (90) days thereafter. The dam must be maintained in good condition by all owners. All vegetation within 6 feet of the edge of the pond must be maintained so that no vegetation will exceed 24 inches in height. All lot owners adjoining the pond shall be responsible for maintaining the vegetation around the pond edge that abuts their respective lot. No chemicals or dyes are allowed in the pond, which will harm fish or wildlife.

- 7. If boats or watercraft are used on the pond they can only be propelled by an electric motor, hand rowing, or foot pedals.
- 8. Each lot owner shall have the right to access and use the water surface of the entire pond and to restock the pond with fish, if so desired. However, no lot owner shall have the right to access any other owner's property which abuts the edge of the pond.
- 9. No lot owner shall be responsible or liable for the actions of any other owner or their respective visitors/guests with respect to the use of the pond.
- 10. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.
- 11. Invalidation of any one or more of these covenants by judgment or by court order shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.
- 12. Declarant shall have the unilateral and exclusive right and authority to amend these restrictions in any and all respects, including the right to cancel any one or more of the restrictive covenants and/or to remove either lot from the effect of these restrictions, prior to the conveyance of any one of Tracts 1, 2 or 3. However, after the sale of the first of Tracts 1, 2 or 3, these restrictions shall not be amended, altered, or the effect thereof deleted from either of said lots without the written consent of the majority of lot owners.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of ten (10) years from the date these covenants are recorded. Thereafter, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by all of the then lot owners has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed in their name, this the _____ day of June, 2005.

Joseph Maranuk (SEAL)
Joseph Maranuk
Frances Maranuk (SEAL)
Frances Maranuk

STATE OF NORTH CAROLINA.

COUNTY OF UNION.

I, Kathryn M. Carter a Notary Public for the above county and state, do hereby certify that Joseph Maranuk and Frances Maranuk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 3 day of June, 2005.

Kathryn M. Carter
Notary Public



My Commission Expires: March 20, 2010

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

The foregoing certificate of Kathryn M. Carter, Notary Public of Union Co, NC is certified to be correct. Filed for record this 3rd day of June, 2005.

Cristal D Crump
UNION COUNTY REGISTER OF DEEDS

By: Mary B. Smith
Deputy-Assistant - Register of Deeds