

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

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**AMENDED
PROTECTIVE COVENANTS OF
WHITE'S CROSSING DEVELOPMENT**

I. A. N. PENNY
COLUMBUS COUNTY R. OF D.
WB

WHEREAS the developers of White's Crossing Development have previously restricted use of land within the confines of White's Crossing Development and said restrictions have been applied to each and every lot sold in the said White's Crossing Development; and

WHEREAS the developers are desirous of amending the Protective Covenants Of White's Crossing Development and replacing them with these Amended Protective Covenants Of White's Crossing Development and have requested all the other owners of lots in White's Crossing Development to agree to the amendments proposed by the developers; and

WHEREAS all the owners of lots within the said White's Crossing Development are also desirous of amending the Protective Covenants Of White's Crossing Development and replacing them with these Amended Protective Covenants Of White's Crossing Development; and

WHEREAS White's Crossing, Inc.; Michael Patram; Edward T. Hooks and wife, Cynthia W. Hooks; Michael Clyde Spradley and wife, Betty Carol Spradley; Kenneth A. White and wife, Carrie Lynn M. White; and Willis H. Harper, Jr. and wife, LeAnn W. Harper are all the owners of lots located in White's Crossing Development, the former Leola White Johnson lands;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS; that White's Crossing, Inc. and all the other owners of lots within White's Crossing Development do hereby amend the Protective Covenants Of White's Crossing Development recorded in Book 465 at Page 615, Book 465 at Page 686, Book 466 at Page 607, and Book 470 at Page 450 and substitute in their stead these Amended Protective Covenants of White's Crossing Development as set out below, and do hereby covenant and agree with all persons, firms, corporations, or individuals, now owning or hereafter acquiring any property described and conveyed by deeds recorded in Book 440 at Page 840, Book 465 at Page 611, Book 465 at Page 682, Book 466 at Page 603, Book 470 at Page 445, and Book 473 at Page 542, the former Leola White Johnson lands, to the following restrictions as to the use thereof, running with the said property by whomsoever owned, to wit:

1. The said lot is to be used exclusively and solely for residential purposes. No structures shall be erected or placed or permitted to remain on any lots other than for single family dwellings. The owners may construct a carport

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or a garage to be appurtenant to the single family dwellings so constructed or may construct one or more storage buildings in support of the single family dwelling so long as any structure so constructed is of similar material with, and is architecturally similar to the single family dwelling which it supports and which has been approved by the Board of Directors of White's Crossing, Inc..

2. No lot of whatever size may be subdivided by the owner(s) thereof and no more than one single family residence may be constructed on any lot. Any variance from this must be by the majority of the Board of Directors of White's Crossing, Inc.

3. No dwelling shall be permitted on any lot unless said dwelling, exclusive of any open porches, garages, carports, or out buildings shall contain at least 1800 square feet or more of heated space. Said floor space may be on one or more stories as the owner may desire. If the said structure is on more than one story, then at least 1100 square feet of heated space must be on the first floor.

4. No dwelling shall be constructed on any lot nearer to the front street line than 50 feet, nor nearer to any side line than 25 feet nor nearer to any back lines than 50 feet. Under no circumstances shall two houses in the area be located within less than 50 feet of each other. No outbuilding may be constructed or erected nearer to any side lot line than ten (10) feet nor nearer to any back lot line than ten (10) feet nor nearer to any front street line than the front of the dwelling constructed on said lot.

5. All homes built in the above referenced area shall be new construction. The plans and designs of each home, the location of each home on its lot, and the general plan of landscape of each lot shall be subject to the approval of the Board of Directors of White's Crossing, Inc. The said Board of Directors of White's Crossing, Inc. may deny

approval for any aesthetic or practical reason. At such time there are ten (10) homes constructed in this area, the owners of the said ten homes may form a homeowners' association subject to the approval of the developers, White's Crossing, Inc. At the formation of such homeowners' association, all responsibilities for the approval of design and location of the home as stated in this paragraph and the other responsibilities of the said developers (Board of Directors of White's Crossing, Inc.) shall designate the Homeowners' Association as to the sole and separate responsibility of making any decision for variance from this restrictions in the area sold by the developers.

6. No structure of a temporary character, basement, tent, shack, garage, garage apartment, barn, trailer, mobile home or out building shall be used on any lot at any time as a residence, either temporarily or permanently. No existing building of any type may be moved into this area from another location without the approval of the Board of Directors of White's Crossing, Inc. Utility buildings may be permitted if neatly constructed and finished behind the lot owner's residence and is aesthetically and architecturally compatible with the final main residence.

7. The foundation of each and every dwelling house located in the said subdivision shall be of solid masonry construction with brick exterior. No dwelling house shall be erected, altered, placed or permitted on the remaining lot within the subdivision if the exterior wall is of asbestos siding, concrete or cinder blocks (unless neatly stuccoed), artificial bricks or roll siding, it being the intention of the owners that all dwellings (and associated buildings) be finished in a manner harmonizing with other dwellings in the subdivision and maintaining a well kept and attractive appearance. The parties covenant that nothing will be done or permitted on the respective lots contrary to the purpose and intention expressed herein.

8. All dwellings placed on the said lot shall be connected to a septic tank, meeting the requirements of the North Carolina State Board of Health. No outside toilets, other than those self contained shall be permitted. Temporary toilets shall be used by contractors specifically engaged in the construction of the dwelling only.

9. Construction of driveways and culverts in the area shall be done in a manner so as not to impede the flow of water through road ditches. Also construction shall meet the Department of Transportation's standards with regard to the type of materials, size and type of tile and culverts. All driveways constructed in said subdivision shall be paved with standard paving materials, asphalt, concrete, or brick, in the street right of way. No chain link fences or other type of fences, except fences of a purely decorative nature shall be constructed on the lots in the subdivision any closer to the road than the front of any of the dwelling homes on the said lots, unless approval has been given by the Board of Directors of White's Crossing, Inc. or the homeowners' association at such time as it may come into existence for variance hereof. All driveways constructed on the lots of the subdivision shall be constructed in non-hazardous location on the lot. Said driveways shall be located in such a manner as not to impede the traffic flow on the streets in the subdivision. The location of the driveway shall be subject to the approval of the Board of Directors of White's Crossing, Inc. or the homeowners association should it later be constituted.

10. No offensive or objectionable activities shall be commenced or permitted on any lots and nothing shall be done thereon which may be or may become an annoyance or a nuisance to the neighborhood or which may detract from the exclusively residential character of the area.

11. No cattle, swine, goats, mules, or other livestock shall be kept on any of the said lots in the area, except

that dogs, cats, and other small pets may be kept for the personal pleasure of the lot owner, provided that no animal so permitted shall be kept under such circumstances that it constitutes an annoyance, a nuisance, or a menace to the neighborhood. At no time shall more than two dogs and two cats be allowed to be kept on the premises for more than seventy-two (72) hours.

12. The property owner(s) shall be required to keep his lot free of any unsightly debris, abandoned cars, refrigerators, stoves, or other items which may detract from the general appearance of the neighborhood as a thriving residential community.

13. No resident of the area herein restricted shall discharge or permit the discharge of any firearms within the boundaries of the said area, whether the same is for recreational purposes or not.

14. No trash cans, trash racks, loose trash, or any of the like containers thereof shall remain on the streets or closer to the road than the house constructed on the lot except that the cans may be left on the streets on the day of pickup, only, if the trash pickup becomes available in the area. No satellite dishes may be installed on any of the lots in the said area which remain and are easily seen and viewed from the streets.

15. All owners of the said area shall recognize and honor the power and telephone easements previously granted or to be granted by the developers or the Board of Directors of White's Crossing, Inc. or the Board of Directors of any homeowners' association or any prior owners of the property. Drainage easements as shown on the map of the said subdivision shall remain free and permanent structures and no vegetation shall be cultivated on or near the said drainage easements which would impair the ability of the developer or the homeowners' association to clean the said drainage entry with mechanical equipment.

16. Except as the result of an unavoidable delay, all structures erected on the land shall be completed externally within one hundred eighty (180) days from the beginning of the construction. The property owners shall additionally maintain lots in neat, orderly manners during all phases of construction.

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17. At such time as all of the lots have been transferred or sold by White's Crossing, Inc. to the owners of the property, the said owners shall form a homeowners' association, if such homeowner's association has not previously been formed, with the cost of the formation to be borne by them on a prorata share. Thereafter, all responsibility for approval of design and location of the homes and for approval of any other matters herein contained shall be by the majority of the Board of Directors of said homeowners' association. Further, the association shall be responsible for the maintenance of the entrance way into the said property and for the maintenance and repair of the private streets and the cost of upkeep-ownership and regulation of all pond areas and drainage ways therein. All lots within the said White's Crossing Subdivision, including those retained by the developers shall be subject to assessments by the homeowners' association, after its formation, for the cost of maintenance and assessments to be made of a prorata share. No assessments which are unreasonable shall be made nor shall any assessment be made for any other purpose. Following assessment, if the landowner refuses to pay the same, then the landowners' association shall have the right and remedy against the said lot owner for the assessed share of cost as provided for in Chapter 44A of the North Carolina General Statutes, as first tier contract providers. All time limitations provided for in N.C.G.S. 44A shall be strictly construed.

18. The covenants and restrictions herein set forth shall run with the land and be binding on all parties

claiming hereunder. If any person, their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any property located in the area formerly known as the Leola White Johnson land to prosecute any proceeding at law or in equity against such person violating or attempting to violate these restrictions. Any invalidation of any of these restrictions or covenants shall be effective only to those specifically invalidated and all other covenants, sentences, paragraphs, or other writings contained herein shall remain in full force and effect.

19. These restrictions and covenants only may be amended by the signature of the owner's of two-thirds (2/3) of the lots located in White's Crossing Development, the former Leola White Johnson lands, with each lot having only one vote regardless of the number of persons, firms, corporations or other entities having an ownership interest in any individual lot.

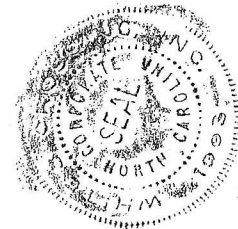
IN TESTIMONY WHEREOF, the said Board of Directors of White's Crossing, Inc. has caused this instrument to be signed in its corporate name by its president, attested by its secretary and its corporate seal affixed thereto, all by action of the Board of Directors on the 17th day of November, 1994 and Michael Patram; Edward T. Hooks and wife, Cynthia W. Hooks; Michael Clyde Spradley and wife, Betty Carol Spradley; Kenneth A. White and wife, Carrie Lynn M. White; and Willis H. Harper, Jr. and wife, LeAnn W. Harper have set their hands and seals the day and year set out below.

WHITE'S CROSSING, INC.

ATTESTED BY:

Jim Baldwin
Secretary

BY: James R. Cook
President



Michael Patram (SEAL)
Michael Patram Date: 1-20-95

Edward T. Hooks (SEAL)
Edward T. Hooks Date: 11-21-94

Cynthia W. Hooks (SEAL)
Cynthia W. Hooks Date: 11-21-94

Michael Clyde Spradley (SEAL)
Michael Clyde Spradley Date: 12/2/94

Betty Carol Spradley (SEAL)
Betty Carol Spradley Date: 12-2-94

Kenneth A. White (SEAL)
Kenneth A. White Date: 11-17-94

Carrie Lynn M. White (SEAL)
Carrie Lynn M. White Date: 11-17-94

Willis H. Harper, Jr. (SEAL)
Willis H. Harper, Jr. Date: 11-10-94

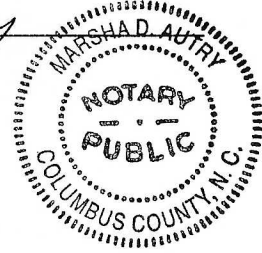
LeAnn W. Harper (SEAL)
LeAnn W. Harper Date: 11-17-94

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, Maisha D. Autry, a Notary Public, of the County and State aforesaid, certify that James C. Baldwin, III, personally came before me this day and acknowledged that he is _____ Secretary of White's Crossing, 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 him as its _____ Secretary.

WITNESS my hand and official stamp or seal, this 17th day of ~~June~~, 1994.
November

Maisha D. Autry
NOTARY PUBLIC

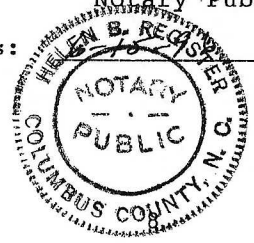


My Commission Expires: 9-26-99.

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, HELEN B. REGISTER, Notary Public, do hereby certify that MICHAEL PATRAM personally appeared before me this date and acknowledged the due execution of the foregoing document. Witness my hand and notarial stamp or seal, this the 20th day of JANUARY, ~~1994~~, 1995.

Helen B. Register
Notary Public



My Commission Expires: _____

November, 1994.

Lillie D. Shradley
Notary Public, Deputy CSC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, Janet H. Edwards, Notary Public, do hereby certify that MICHAEL CLYDE SPRADLEY and wife, BETTY CAROL SPRADLEY, personally appeared before me this date and acknowledged the due execution of the foregoing document. Witness my hand and notarial stamp or seal, this the 3rd day of December, 1994.



Janet H. Edwards
Notary Public

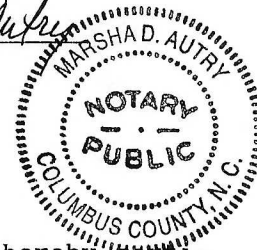
My Commission Expires: 1-31-98

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, Marsha D. Autry, Notary Public, do hereby certify that KENNETH A. WHITE and wife, CARRIE LYNN M. WHITE, personally appeared before me this date and acknowledged the due execution of the foregoing document. Witness my hand and notarial stamp or seal, this the 17th day of November, 1994.

Marsha D. Autry
Notary Public

My Commission Expires: 9-26-99

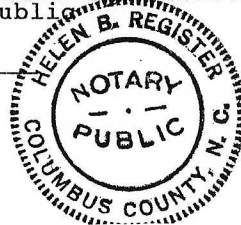


STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, HELEN B. REGISTER, Notary Public, do hereby certify that WILLIS H. HARPER, JR. and wife, LEANN W. HARPER, personally appeared before me this date and acknowledged the due execution of the foregoing document. Witness my hand and notarial stamp or seal, this the 17th day of NOVEMBER, 1994.

Helen B. Register
Notary Public

My Commission Expires: 6-15-96



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NORTH CAROLINA
COLUMBUS COUNTY

The foregoing, or annexed, certificate(s) of Helen B. Register, Marsha D. Autry + Janet H. Edwards, Notaries Public + Lillie D. Shradley, Deputy CSC are certified to be correct. Presented for registration and recorded in this office in Book 4768 Page 828

This the 20 day of Jan. 1995 at 3:12 o'clock P M.

Ala D. Penny
Register of Deeds

Del. to: Alan High

BY: Frances V. Benge
Assistant/Deputy