

RESTRICTIVE COVENANTS

FOR

SHADOWLAKE (Initial Phase)

Restrictions are recorded in Book 3718, Page 421
and Book 8547, Page 272)



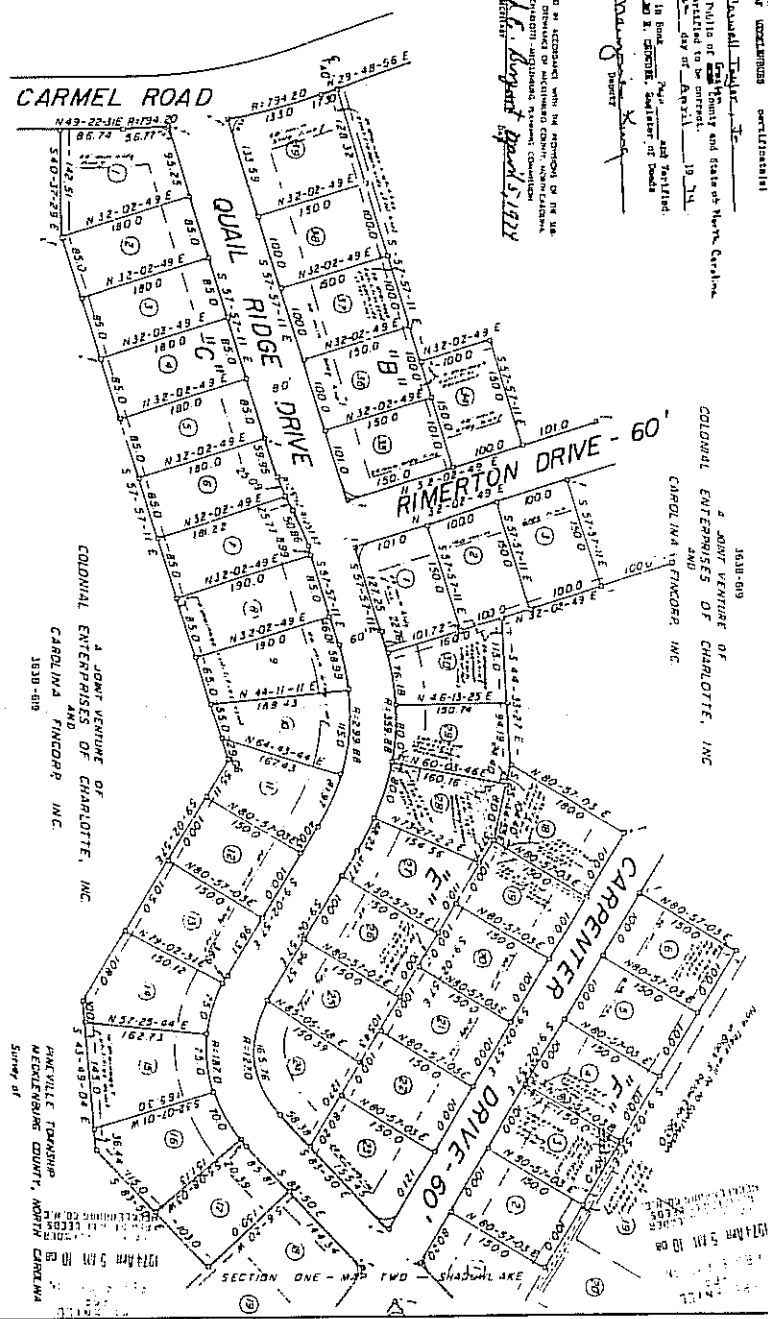
NOTE:

These restrictions only apply to lots shown on the
maps recorded in Map Book 17, Pages 281 & 282
in the Mecklenburg County Public Registry

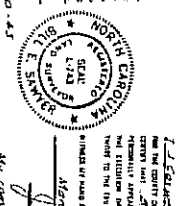
STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG

The foregoing
 of J. Oswald Taylor
 a State Public of the Family and State of North Carolina
 is as certified to be correct.
 This 13th day of April 1974
 Recorded in Book Page and Indexed
Calendar in County Register of Deeds
 by Madeline Register

RETURNED TO RECORDS WITH THE APPROVAL OF THE DE
 COUNTY REGISTER OF DEEDS
Edith S. Boyer Register
April 15 1974



Survey of Shadowlake, Section One, Map One, by J. Oswald Taylor, a State Public of the Family and State of North Carolina, is as certified to be correct. This 13th day of April, 1974, recorded in Book _____, Page _____, and indexed in the _____ Calendar in _____ County, Register of Deeds, by Madeline _____, Register.



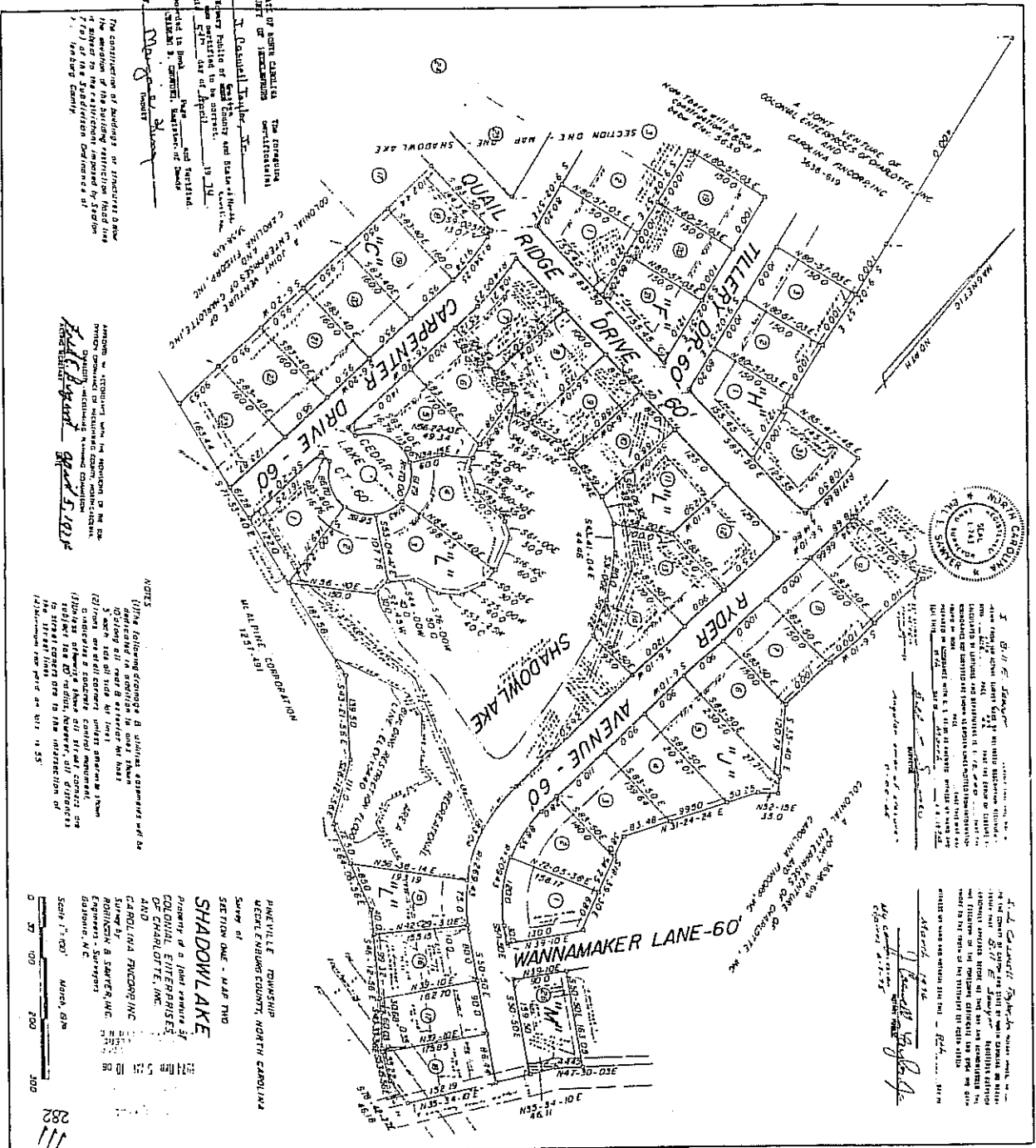
My Commission Expires 4-3-75

NOTES:
 (1) The following bearings and distances were used in the survey of Shadowlake, Section One, Map One, by J. Oswald Taylor, a State Public of the Family and State of North Carolina, is as certified to be correct. This 13th day of April, 1974, recorded in Book _____, Page _____, and indexed in the _____ Calendar in _____ County, Register of Deeds, by Madeline _____, Register.

Survey by
 J. Oswald Taylor, Inc.
 Raleigh, N. C.
 Scale 1" = 100'

SECTION ONE - MAP ONE
 SHADOWLAKE
 PROPERTY OF A JOINT VENTURE OF
 COLONIAL ENTERPRISES OF
 CHARLOTTE, N. C.
 AND
 CAROLINA FINCORP, INC.

SHADOWLAKE - SECTION ONE MAP ONE
 MAP BOOK 17, PAGE 281



STATE OF NORTH CAROLINA The foregoing plat of a portion of the land owned by CAROLINA ENTERPRISES OF CAROLINA, INC. and CAROLINA INCORPORATED, a joint venture of CAROLINA ENTERPRISES OF CAROLINA, INC. and CAROLINA INCORPORATED, is hereby certified to be correct, in form and content, by the State Engineer, on this 15th day of April, 1974.

Recorded in Book _____ Page _____

WALTER S. CANNON, Registrar of Deeds

by _____

Any person who attempts to alter or tamper with this plat or to use it for any purpose other than that for which it was prepared, shall be liable to the State Engineer for the costs of any investigation and for the costs of any proceedings to enforce the provisions of this Act.

WALTER S. CANNON, Registrar of Deeds

April 15, 1974

NOTES

(1) The following dimensions of various easements and of other features shown on this plat are based on the survey of the land shown on this plat and are subject to the provisions of the Act of the General Assembly of 1973, Chapter 282, which provides for the adjustment of the boundaries of land shown on this plat to the boundaries of the land as shown on the plat of the State Engineer.

(2) The area of the land shown on this plat is subject to the provisions of the Act of the General Assembly of 1973, Chapter 282, which provides for the adjustment of the boundaries of land shown on this plat to the boundaries of the land as shown on the plat of the State Engineer.

(3) The area of the land shown on this plat is subject to the provisions of the Act of the General Assembly of 1973, Chapter 282, which provides for the adjustment of the boundaries of land shown on this plat to the boundaries of the land as shown on the plat of the State Engineer.

RAKEVILLE TOWNSHIP
WESTERN HILLS COUNTY, NORTH CAROLINA

Survey of
SECTION ONE - MAP TWO
SHADOWLAKE

Platted by a joint venture of
CAROLINA ENTERPRISES
OF CAROLINA, INC.
AND
CAROLINA INCORPORATED

Surveyed by
ROBINSON & SAWYER, INC.
Engineers & Surveyors
Charlotte, N.C.

Scale: 1" = 60'

March, 1974

0 50 100 200 300

SHADOWLAKE - SECTION ONE MAP TWO
MAP BOOK 17, PAGE 282

JUDITH A GIBSON REG OF DEEDS MECK
FILED FOR REGISTRATION 04/25/96 10:05
BK: 08547 PG: 0272/0302 #:0075 68.00

*** NOTE *** THIS AMENDS SECTIONS 3. (a) & (b) OF THE RESTRICTIONS
RECORDED IN BOOK 3718, PAGE 421.

CONSENT AND AGREEMENT

The undersigned property owners of the SHADOWLAKE subdivision, as shown on maps recorded in map book 17 at pages 281 and 282 in the Mecklenburg County Public Registry, do hereby consent to changing the RESIDENTIAL AREA COVENANTS of SHADOWLAKE subdivision in Part;
Section 3. BUILDING LOCATION (a) & (b). (see attached Covenants)

These RESIDENTIAL AREA COVENANTS may be changed by 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 as stated by
Section 11. TERM (see attached Covenants)

The said Covenants will change in part, to

3. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no buildings shall be located on any lot nearer than **30** feet to the front lot line or nearer than **10** feet to any side street line.

(b) No building shall be located nearer than **10** feet to the interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located **40** feet or more from the minimum building setback line. No residence shall be located nearer than **20** feet to the lake.



Patricia O. Riley
My Commission Expires October 16, 2000



Anna Marie M Brock

Drawn By + Mail To

*Verlan Urban
7103 Cedarlake Ct.
Charlotte N.C. 28226*

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition.

11. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years 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.

12. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

14. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than those particular lots to which the restrictions specifically apply.

15. No fence or other obstruction whatsoever shall be erected on the premises, unless the design and location have been specifically approved in writing by Carolina Fincorp, Inc. and Colonial Enterprises of Charlotte, Inc.

16. No garage, outbuilding, extension or addition to the house, or any other structure, shall be built on any lot at any time unless the plans for the same have been approved in writing by Carolina Fincorp, Inc. and Colonial Enterprises of Charlotte, Inc.

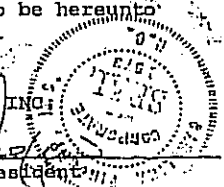
IN WITNESS WHEREOF, CAROLINA FINCORP, INC., has caused this instrument to be executed in its name by its _____ President, attested by its Secretary and its corporate seal to be hereunto affixed on this the 9th day of April, 1974.

ATTEST:


Secretary

CAROLINA FINCORP, INC.


President

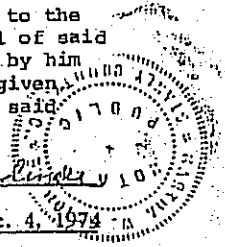


3718 0424

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 9th day of April, 1974, personally came before me, Oron J. Rogers, president, who being by me duly sworn, says that he is the President of Carolina Pincorp, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Oron J. Rogers acknowledged the said writing to be the act and deed of said corporation.

Martha W. Skidmore
Notary Public
My Comm. Expires: Dec. 4, 1978



Drawn By: Lewis S. Parkerson

State of North Carolina, County of Mecklenburg
The foregoing certificate of

Martha W. Skidmore
a Notary Public of Stanly County and State of North Carolina
is so certified to be correct. This 1 day of November, 1974
Charles E. Crowder, Register of Deeds, By: Charles E. Crowder

DEPUTY

RESTRICTIVE COVENANTS

FOR

SHADOWLAKE, PHASE II

Restrictions are recorded in Book 4085, Page 1



NOTE:

These restrictions only apply to lots shown on the maps recorded in Map Book 18, Pages 190 & 232 in the Mecklenburg County Public Registry

State of North Carolina, County of Hoke
 The foregoing certification of J. Conrad Taylor, Jr.
 a Notary Public for Hoke County and State of North Carolina
 is hereby certified to be correct, to-wit: Day of June, 1978
 Charles E. Crowder, Register of Deeds, By: Edna A. Johnson



I, J. Conrad Taylor, Jr., Notary Public for the County of Hoke and State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records and files.

J. Conrad Taylor, Jr.
 Notary Public
 Hoke County, North Carolina
 My Commission Expires 12/31/79

APPROVED IN ACCORDANCE WITH THE
 REQUIREMENTS OF THE
 REGISTER OF DEEDS
Edna A. Johnson
 Register of Deeds
 Hoke County, North Carolina
 13 JUN 1978

MADE BY RECORDS SECTION OF THE
 REGISTER OF DEEDS
Edna A. Johnson
 13 JUN 1978

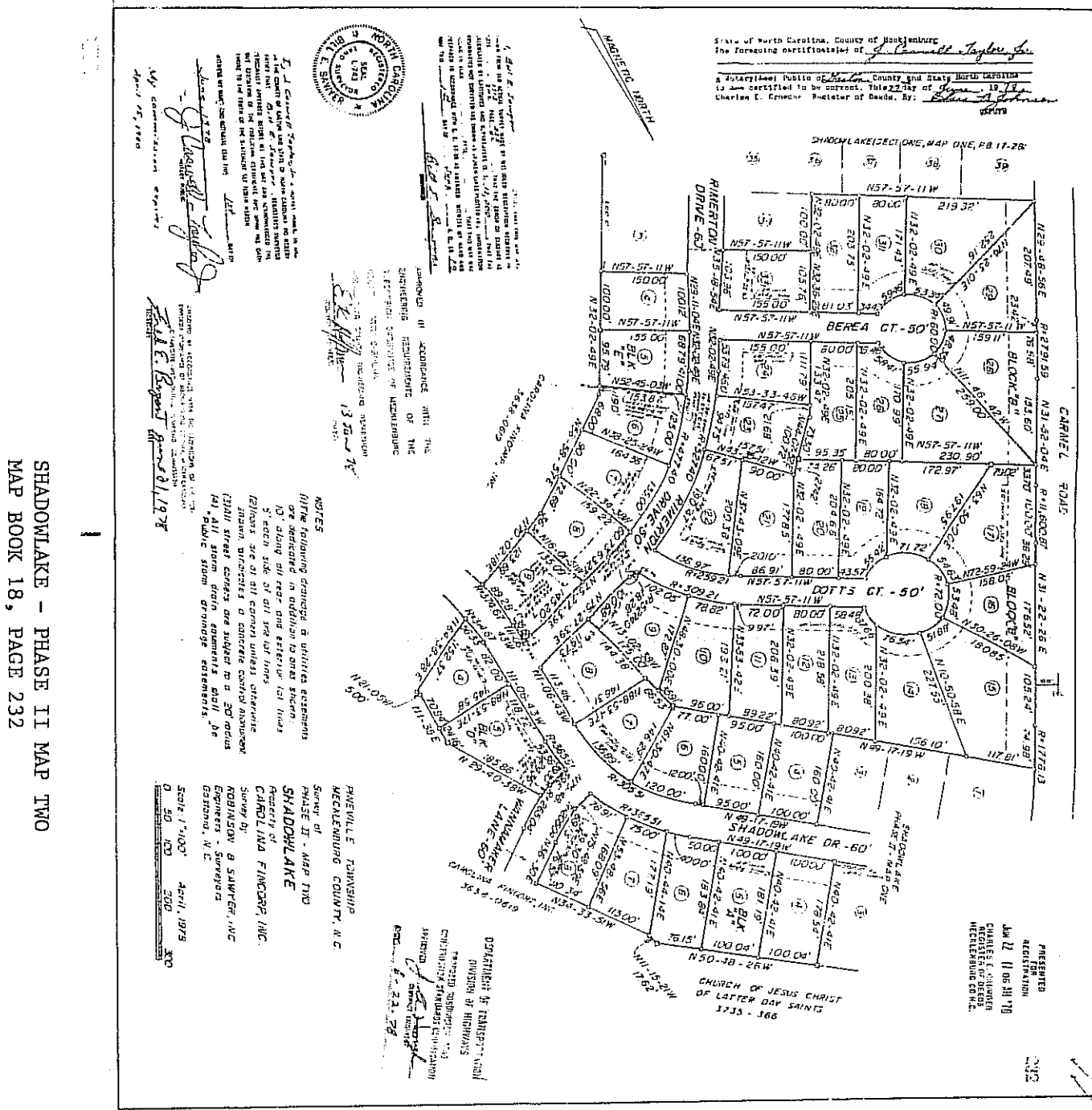
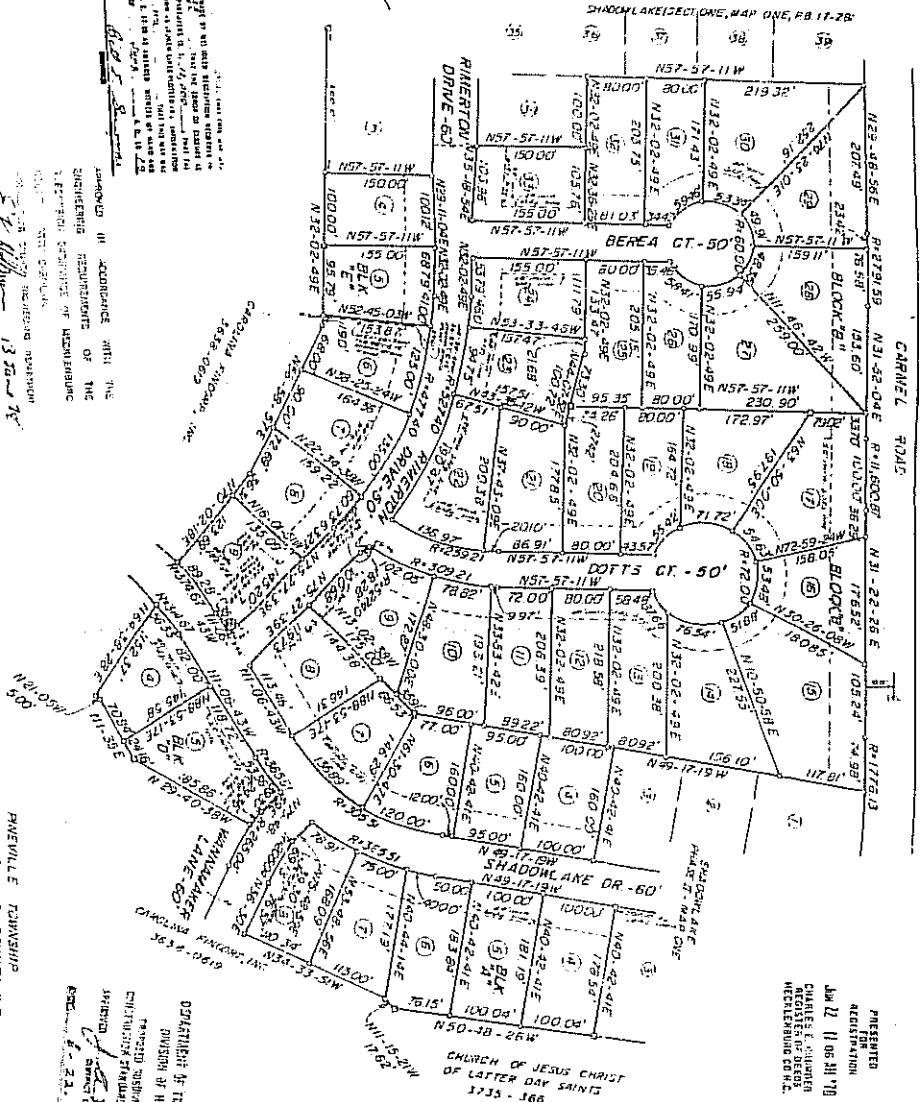
- NOTES
- (1) The following drainage or utilities easements are depicted in addition to those shown:
 - (a) 10' along all rear and exterior lot lines
 - (b) 5' each side of all side lot lines
 - (c) 10' on all sides of all easement areas
 - (d) All storm drain easements shall be subject to a 30' radius
 - (e) All public storm drainage easements.

PREPARED BY
 SURVEY OF
 PHASE II - MAP TWO
 SHADOWLAKE
 PARCEL OF
 CARROLLINA FINCORP, INC.
 Survey by
 ROBINSON & SAWYER, INC.
 Engineers & Surveyors
 Greensboro, N. C.
 Scale: 1" = 100'
 D. 50 100 200
 APRIL, 1978
 300

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 ENGINEERING SECTION
 13 JUN 1978

PRESENTED
 FOR
 REGISTRATION
 JUN 12 11 06 AM '78
 CHARLES E. CROWDER
 REGISTER OF DEEDS
 HOKE COUNTY, N. C.

SHADOWLAKE - PHASE II MAP TWO
 MAP BOOK 18, PAGE 232



REAL ESTATE
BOOK PAGE
4085 0001

PRESENTED
FOR
REGISTRATION

JUL 19 3 32 PM '17

CHARLES W. BAKER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

129

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

CAROLINA FINCORP, INC.

does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision maps of

SHADOWLAKE, PHASE II

which maps are recorded in Map Book 18 at Page 190 and Map Book 18 at Page 232 both in the office of the Register of Deeds for Mecklenburg County

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height (measured vertically from ground level at the minimum building set-back line as shown on the recorded plat) and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

2. BUILDING SETBACKS: No building, fence or wall shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map. No building other than a residence shall be located nearer than twenty (20) feet to a side street line, and no building, including a residence, shall be located nearer than ten (10) feet to any side lot line, except that a garage or carport may be erected on the rear one-quarter of any lot as close as two (2) feet to any side lot line other than a side street line. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easement or rights-of-way or property of an adjacent owner.

3. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purposes of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of February 1, 1978; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in February, 1978.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording or appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

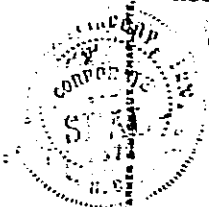
IN WITNESS WHEREOF, CAROLINA FINCORP, INC. has caused these presents to be executed in its corporate name and its corporate seal hereunto affixed by its duly authorized officers, this the 17th day of July, 1978.

CAROLINA FINCORP., INC.

Attest:

Jerry Chipault
Asst. Secretary

By: *Kemp M. Causey*
Executive Vice President



(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 17th day of July, 1978, personally came before me Kemp M. Causey who, being by me duly sworn, says that he is the Executive Vice President of CAROLINA FINCORP., INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Kemp M. Causey acknowledged the said writing to be the act and deed of said corporation.

Helen H. Callahan
Notary Public

My commission expires:

June 21, 1980



State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Helen H. Callahan,

a Notary Public of said County and State
is ~~not~~ certified to be correct. This 9 day of July, 19 78
Charles E. Proster, Register of Deeds, By: *Mary R. Rice*

DEPUTY

Unsub. by 4
PLEASE MAIL TO:
ROBERT E. PERRY, JR.
P. O. BOX 4568
CHARLOTTE, N. C. 28204

RESTRICTIVE COVENANTS

FOR

SHADOWLAKE, PHASE III

Restrictions are recorded in Book 4182, Page 956



NOTE:

These restrictions only apply to lots shown on the maps recorded in Map Book 18, Page 327 and Map Book 19, Page 33 in the Mecklenburg County Public Registry

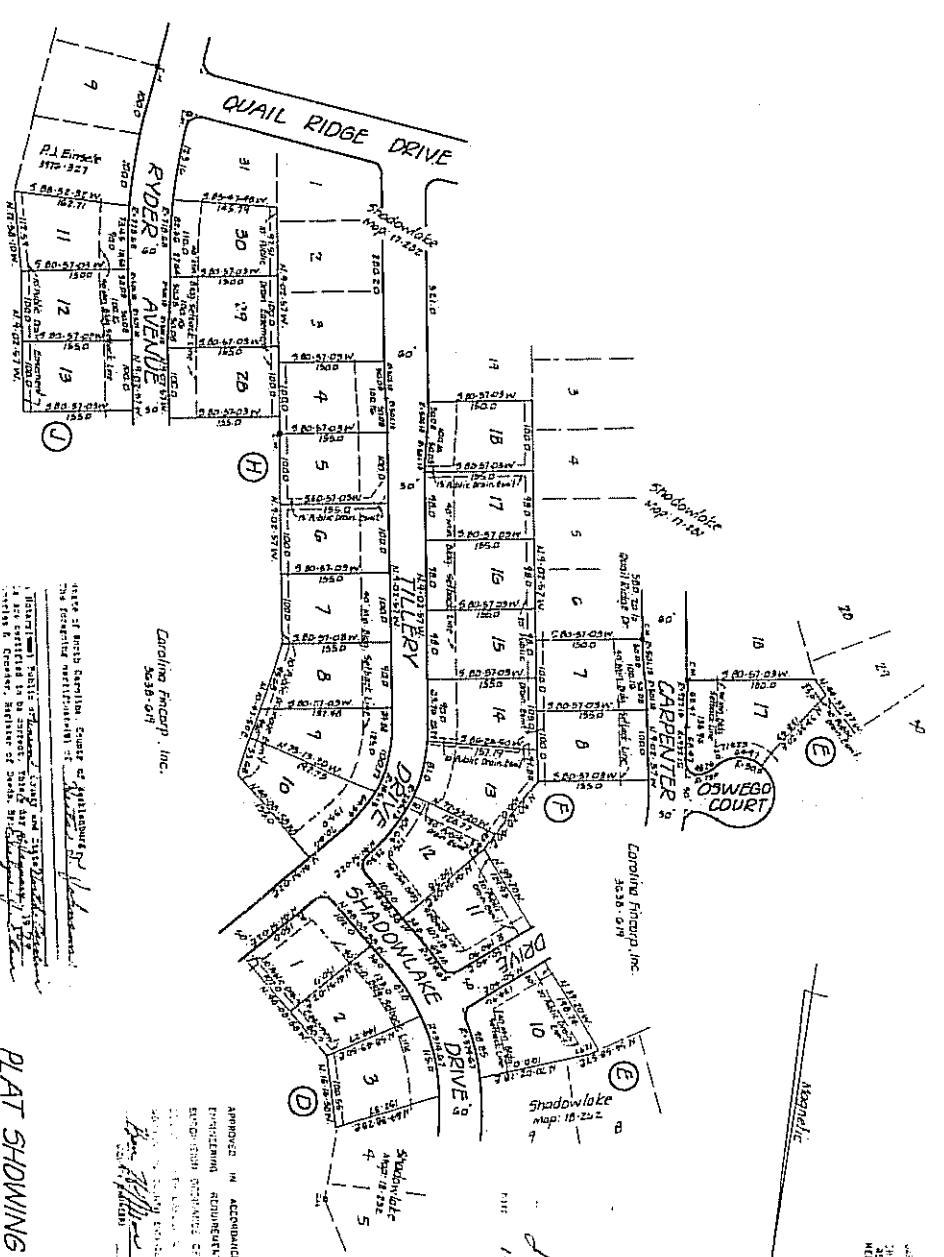


TABLE OF SPECIAL CONDITIONS
 The following special conditions apply to the lots shown on this plat. They are intended to be read in conjunction with the plat and the deed to be recorded hereunder. The conditions are intended to be read in conjunction with the deed to be recorded hereunder. The conditions are intended to be read in conjunction with the deed to be recorded hereunder.

TABLE OF NORTH CORNER
 The following table shows the location of the north corners of the lots shown on this plat. The bearings and distances are given in feet and inches. The bearings are given in degrees, minutes and seconds. The distances are given in feet and inches.

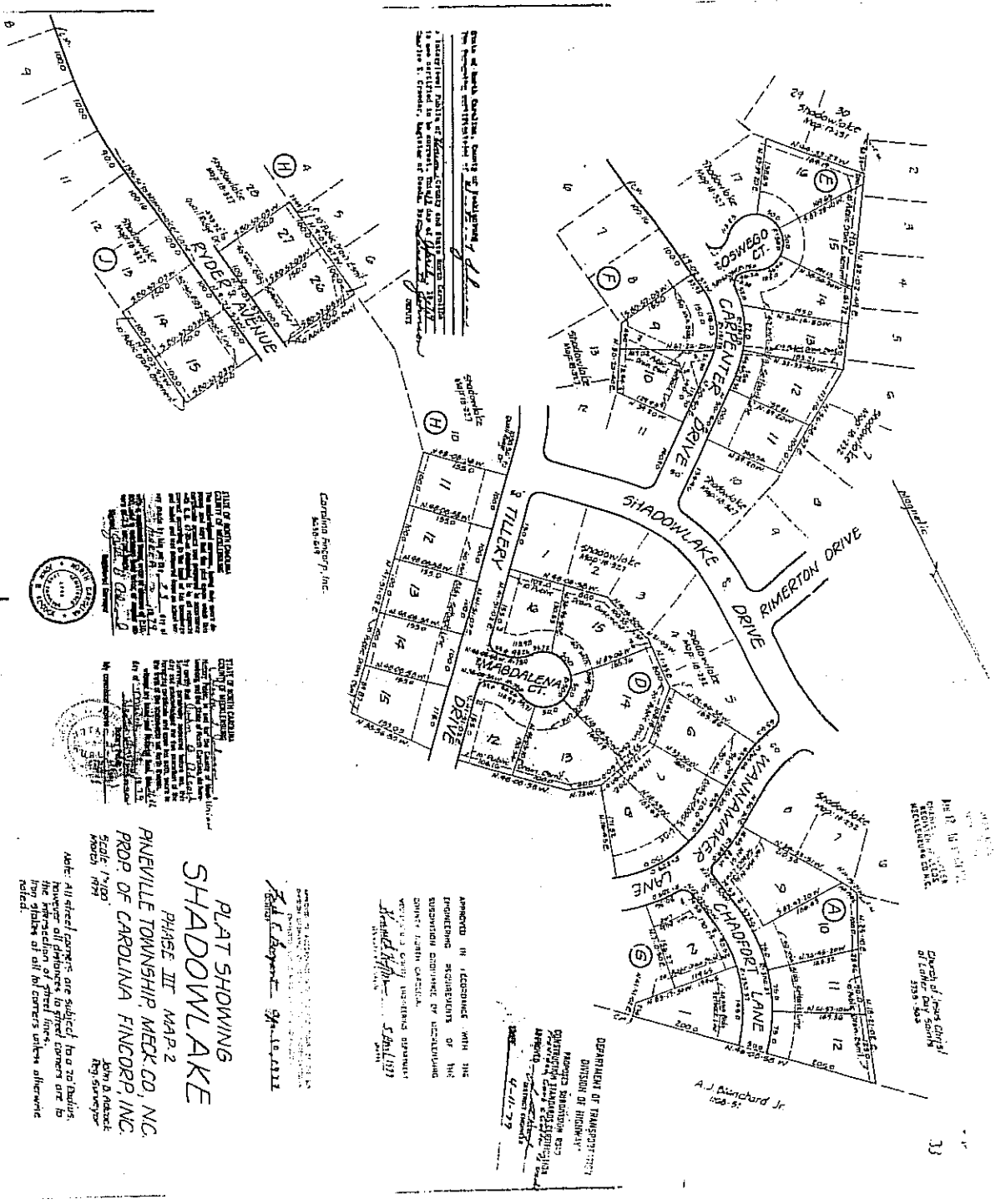
TABLE OF BEING
 The following table shows the bearings and distances of the lines of the lots shown on this plat. The bearings are given in degrees, minutes and seconds. The distances are given in feet and inches.

SHADOWLAKE - PHASE III MAP 1
 MAP BOOK 18, PAGE 327

PLAT SHOWING
SHADOWLAKE
 PHASE III MAP 1
 PINEVILLE TOWNSHIP, MECK CO., N.C.
 PROP. OF CAROLINA FINCORP, INC.
 Scale: 1"=100'
 Date: 10-27-79
 John B. Abbott
 City Surveyor

APPROVED IN ACCORDANCE WITH THE
 ENGINEERING REQUIREMENTS OF THE
 ENGINEERING BOARD OF MECKLENBURG
 COUNTY, N.C.
 JOHN B. ABBOTT
 City Surveyor
 10-27-79

REGISTERED
 PROFESSIONAL ENGINEER
 JOHN B. ABBOTT
 MECKLENBURG COUNTY, N.C.
 License No. 11-07-01-12



SHADOWLAKE - PHASE IV MAP 1
 MAP BOOK 19, PAGE 33

**PLAT SHOWING
 SHADOWLAKE
 PHASE III MAP 2
 PNEVILLE TOWNSHIP, MECK CO., NC.
 PROP. OF CAROLINA FINCORP, INC.**

Scale 1"=100'
 March 1979

By: J. B. DeLoach
 Registered Professional Surveyor
 No. 10000

NOTE: All street corners are subject to a 20' building setback, however all changes to street corners are to be the intersection of street lines. Any change of all lot corners unless otherwise noted.

Carolina FinCorp, Inc.
 Raleigh, N.C.

APPROVED IN ACCORDANCE WITH THE
 PROVISIONS OF THE
 RESOLUTIONS OF THE
 BOARD OF SUPERVISORS
 OF THE COUNTY OF MECKLENBURG
 NORTH CAROLINA
 Adopted this 5th day of March 1979

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 APPROVED FOR THE STATE OF NORTH CAROLINA
 Adopted this 4th day of March 1979

Church of Jesus Christ
 of Latter Day Saints
 5735-500

REAL ESTATE
BOOK PAGE

4182 0958

PRESENTED
FOR
REGISTRATION

141

STATE OF NORTH CAROLINA

APR 30 3 19 PM '79

COUNTY OF MECKLENBURG REGISTER OF DEEDS
MECKLENBURG CO. N.C. RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT
CAROLINA FINCORP, INC., RYAN HOMES, INC., KARL M. CATES
and wife, SANDRA B. CATES and CURTIS P. IRWIN and wife,
SHARON B. IRWIN
do hereby covenant and agree to and with all persons, firms
and corporations hereafter acquiring any of the property de-
scribed as follows:

All lots depicted on subdivision maps of

SHADOWLAKE, PHASE III

which maps are recorded in Map Book 18 at
Page 327 and Map Book 19 at Page 33 both
in the office of the Register of Deeds for
Mecklenburg County

that all of said property is hereby subject to the following
restrictions as to the use thereof, which restrictive covenants
shall run with said property, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: All lots in the tract
shall be known and described as residential lots and shall be
used for residential purposes only. No structure shall be
erected, altered, placed or permitted to remain on any residential
building plot other than one detached single-family dwelling
not to exceed two and one-half stories in height (measured
vertically from ground level at the minimum building set-back
line as shown on the recorded plat) and a private garage for
not more than three cars and other outbuildings incidental
to residential use of the plot.

2. BUILDING SETBACKS: No building, fence or wall shall
be erected on any residential lot nearer to any street line
than the building setback lines shown on the recorded map.
No building other than a residence shall be located nearer
than twenty (20) feet to a side street line, and no building,
including a residence, shall be located nearer than ten (10) feet
to any side lot line, except that a garage or carport may be
erected on the rear one-quarter of any lot as close as two (2)
feet to any side lot line other than a side street line. For
the purpose of determining compliance or non-compliance with
the foregoing building line requirements, porches, terraces,
eaves, wing-walls and steps extended beyond the outside wall
of a structure shall not be considered as a part of the
structure. However, this provision shall not be construed to
authorize or permit encroachment upon any easement or rights-of-
way or property of an adjacent owner.

3. LOT AREA AND WIDTH: No residential structure shall be
erected or placed on any building plot, which plot has an area
of less than fifteen thousand (15,000) square feet, or a width
of less than eighty (80) feet at the front building setback line.

4182/954

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purposes of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of February 1, 1978; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in February, 1978.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording or appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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, CAROLINA FINCORP, INC. and RYAN HOMES, INC., by the signatures of their duly authorized officers, attested by their secretaries, and their corporate seals hereunto affixed and KARL M. CATES and wife, SANDRA B. CATES and CURTIS P. IRWIN and wife, SHARON B. IRWIN, by their signatures and seals, have caused this instrument to be executed this the _____ day of _____, 1979.

Attest:

CAROLINA FINCORP., INC.

[Signature]
Secretary

By: [Signature]
Executive Vice-President

Attest:

RYAN HOMES, INC.

[Signature]
Secretary

By: [Signature]
Vice President

[Signature] (SEAL)
KARL M. CATES

[Signature] (SEAL)
SANDRA B. CATES

[Signature] (SEAL)
CURTIS P. IRWIN

[Signature] (SEAL)
SHARON B. IRWIN

PERRY, PATRICK, FARMER & MICHAEL, CHARLOTTE, N. C.

REAL ESTATE
BOOK PAGE
4182 0959

NORTH CAROLINA
HECKLENBURG COUNTY

This 25th day of April, 1979, personally came before me James M. Thomas, Vice, who, being by me duly sworn, says that he is the President of RYAN HOMES, INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Norma D. Shearn
Notary Public

My Commission Expires 2/11/81

NORTH CAROLINA
HECKLENBURG COUNTY

I, Norma D. Shearn, a Notary Public for said County and State do hereby certify that Karl M. Cates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25th day of April, 1979.

Norma D. Shearn
Notary Public

My commission expires: 2/11/81

NORTH CAROLINA
HECKLENBURG COUNTY

I, Norma D. Shearn, a Notary Public for said County and State, do hereby certify that Sandra B. Cates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25th day of April, 1979.

Norma D. Shearn
Notary Public

My commission expires: 2/11/81

PERBY, PATRICK, PARKER & WIGGANS, CHARLOTTE, N. C.

NORTH CAROLINA

MECKLENBURG COUNTY

This 26th day of April, 1979, personally came before me Norm D. Stearns, who, being by me duly sworn, says that he is the President of Carolina Finacorp, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Exec. Vice President acknowledged the said writing to be the act and deed of said corporation.

Norm D. Stearns
Notary Public

My Commission Expires: Jan 11 1983

NORTH CAROLINA

MECKLENBURG COUNTY

I, Norm D. Stearns, a Notary Public for said County and State do hereby certify that Curtis P. Irwin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25th day of April, 1979.

Norm D. Stearns
Notary Public

My commission expires: 2/11/81

NORTH CAROLINA

MECKLENBURG COUNTY

I, Norm D. Stearns, a Notary Public for said County and State, do hereby certify that Sharon B. Irvin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25th day of April, 1979.

Norm D. Stearns
Notary Public

My commission expires: 2/11/81

Please Mail To
Dean B.
LAW OFFICES OF
PERRY, PATRICK, FARMER & MICHAUX
P. O. BOX 4566
CHARLOTTE, N. C. 28204

PERRY, PATRICK, FARMER & MICHAUX, CHARLOTTE, N. C.

REAL ESTATE
BOOK PAGE

4182 0901

State of North Carolina, County of Mecklenburg
The foregoing certificate[s] of Cathy Russell and Norma D.
Greene,

Notary Public of said County and State
are certified to be correct. This 30 day of April 1979
Charles E. Crowder, Register of Deeds. By: Wanda B. Adario
DEPUTY

8.00
2.00
4.00

RESTRICTIVE COVENANTS

FOR

SHADOWLAKE, PHASE IV

Restrictions are recorded in Book 4258, Page 391



NOTE:

These restrictions only apply to lots shown on the
map recorded in Map Book 19, Page 130 in the
Mecklenburg County Public Registry

4258 0391

PRESENTED FOR REGISTRATION
79 Nov 28 PM 4 47
RECORDS SECTION
N.C. DEPT. OF REVENUE

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT
CAROLINA FINCORP, INC. and RYAN HOMES, INC.

203

do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision map of

SHADOWLAKE, PHASE IV

which map is recorded in Map Book 19 at Page 130 in the office of the Register of Deed for Mecklenburg County

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

MERRY, PATRICK, FAHNER & MICHAEL, CHARLOTTE, N. C.

1. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height (measured vertically from ground level at the minimum building set-back line as shown on the recorded plat) and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

2. BUILDING SETBACKS: No building, fence or wall shall be erected on any residential lot nearer to any street line than the building setback lines as shown on the recorded map. No building other than a residence shall be located nearer than twenty (20) feet to a side street line, and no building, including a residence, shall be located nearer than ten (10) feet to any side lot line, except that a garage or carport may be erected on the rear one-quarter of any lot as close as two (2) feet to any side lot line other than a side street line. For the purpose of determining compliance or non compliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easement or rights-of-way or property of an adjacent owner.

3. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purpose of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of February 1, 1978; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in February, 1978.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, plantin- or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner of owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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, CAROLINA FINCORP, INC. and RYAN HOMES, INC. have caused these presents to be executed in their corporate names and their corporate seals hereunto affixed by their duly authorized officers, this the 13th day of November, 1979.

CAROLINA FINCORP, INC.

Attest:

[Signature]
Assistant Secretary
(CORPORATE SEAL)

By: *[Signature]*
Executive Vice President

RYAN HOMES, INC.

Attest:

[Signature]
Secretary
(CORPORATE SEAL)

By: *[Signature]*
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 13th day of November, 1979, personally came before me Kemp M. Causey who, being by me duly sworn, says that he is the Executive Vice President of CAROLINA FINCORP, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Kemp M. Causey acknowledged the said writing to be the act and deed of said corporation.

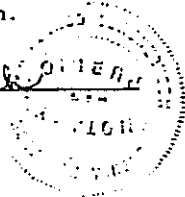
[Signature]
Notary Public

My commission expires: January 16, 1984

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 19th day of November, 1979, personally appeared before me Francis M. Juman, Jr. who, being by me duly sworn, says that he is the Vice President of RYAN HOMES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said FRANCIS M. JUMAN, JR. acknowledged the said writing to be the act and deed of said corporation.

Brenda H. Welch
Notary Public



My commission expires:

My Commission Expires May 22, 1984

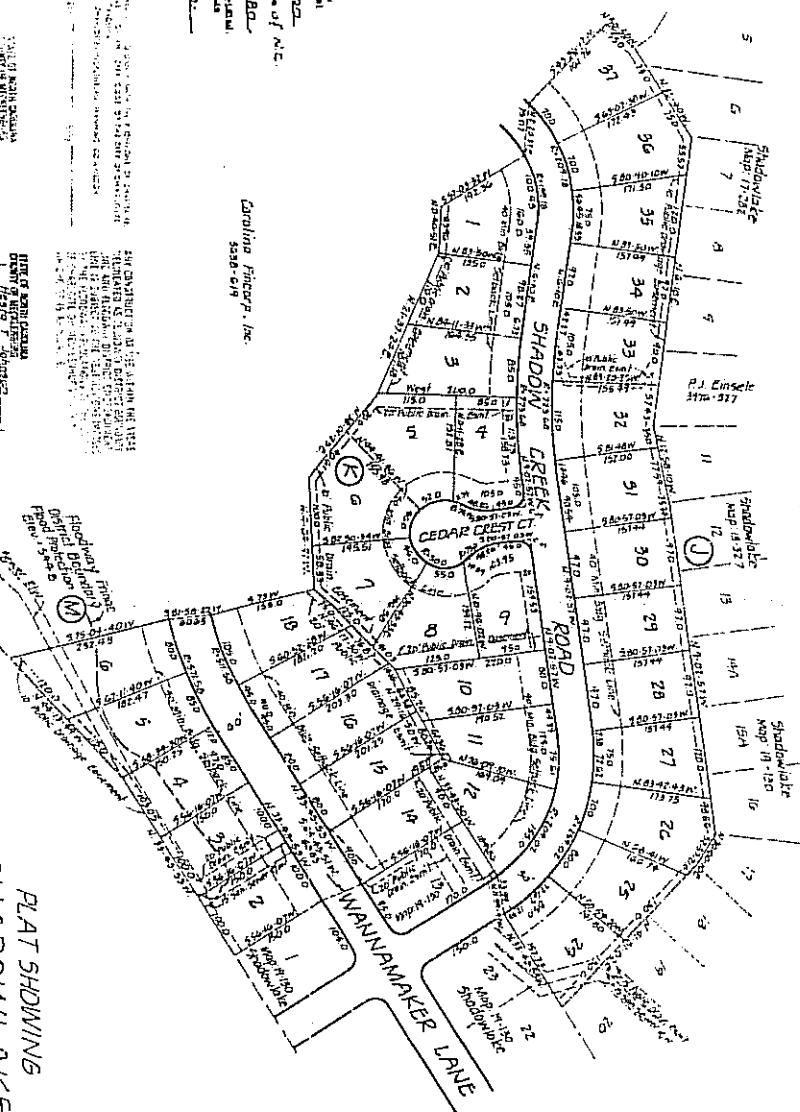
PERY, PERRY, PARKER & MICHAUX, CHARLOTTE, N. C.

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Jackie W. Reeves
a Notary Public for Durham County, State of North Carolina
Brenda H. Welch
a Notary ~~Public~~ Public of said County and State
~~are~~ certified to be correct. This 28 day of November, 19 79
Charles E. Crowder, Register of Deeds. By: Gambie Nelson

DRAWN BY
PLEASE MAIL TO:
ROBERT E. PERRY, JR.
P. O. BOX 4566
CHARLOTTE, N. C. 28204

Magnetic

PREPARED
L. H. 1 50. H. 80
L. 100. 20. 000
L. 100. 20. 000
L. 100. 20. 000



STATE OF NORTH CAROLINA
COUNTY OF WASHINGTON
I, Clerk of Superior Court
do hereby certify that the within and above plat
is a true and correct copy of the original
as the same appears on file in my office
this 10th day of April, 1980.
Clerk of Superior Court

Carolina FINDER, Inc.
5250-619

STATE OF NORTH CAROLINA
COUNTY OF WASHINGTON
I, Clerk of Superior Court
do hereby certify that the within and above plat
is a true and correct copy of the original
as the same appears on file in my office
this 10th day of April, 1980.
Clerk of Superior Court



THE SUBDIVISION IN THIS PLAT HAS BEEN
CONDUCTED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE NORTH CAROLINA
PLAT ACT AND THE REQUIREMENTS OF THE
LOCAL ORDINANCES OF THE COUNTY OF
WASHINGTON. THE PLAT IS SUBJECT TO
THE REQUIREMENTS OF THE NORTH CAROLINA
PLAT ACT AND THE REQUIREMENTS OF THE
LOCAL ORDINANCES OF THE COUNTY OF
WASHINGTON. THE PLAT IS SUBJECT TO
THE REQUIREMENTS OF THE NORTH CAROLINA
PLAT ACT AND THE REQUIREMENTS OF THE
LOCAL ORDINANCES OF THE COUNTY OF
WASHINGTON.

PLAT SHOWING
SHADOWLAKE
PHASE IV MAP-2
PINEVILLE TOWNSHIP MECK CO., NC
PROP OF CAROLINA FINDER, INC.
John A. Haddock
Reg Surveyor
Scale: 1"=100'
Feb. 1980

SHADOWLAKE - PHASE IV MAP 2
MAP BOOK 19, PAGE 240

4301 0162

STATE OF NORTH CAROLINA
 COUNTY OF HECKLENBURG

REGISTER OF DEEDS
 CO. N.C.
 RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

CAROLINA FINCORP, INC.

does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision map of

SHADOWLAKE, PHASE IV

which map is recorded in Map Book 19 at Page 240 in the office of the Register of Deeds for Hecklenburg County

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height (measured vertically from ground level at the minimum building set-back line as shown on the recorded plat) and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

2. BUILDING SETBACKS: No building, fence or wall shall be erected on any residential lot nearer to any street line than the building setback lines as shown on the recorded map. No building other than a residence shall be located nearer than twenty (20) feet to a side street line, and no building, including a residence, shall be located nearer than ten (10) feet to any side lot line, except that a garage or carport may be erected on the rear one-quarter of any lot as close as two (2) feet to any side lot line other than a side street line. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easement or rights-of-way or property of an adjacent owner.

3. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

DRAWN BY AND MAIL TO:
 PERRY, PATRICK, FARNER & MICHAUX
 P. O. BOX 1000
 CHARLOTTE, NORTH CAROLINA 28204

4301/162

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purpose of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of February 1, 1978; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in February, 1978.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be

automatically extended for successive periods of ten (10) years 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, CAROLINA FINCORP, INC. has caused these presents to be executed in its corporate name and their corporate seal hereunto affixed by its duly authorized officer this the _____ day of April, 1980.

CAROLINA FINCORP, INC.

Attest:

By: Kemp M. Causey
Executive Vice President

Jackie M. [Signature]
Assistant Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 24 day of April, 1980, personally came before me Kemp M. Causey who, being by me duly sworn says that he is the Executive Vice President of CAROLINA FINCORP, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Kemp M. Causey acknowledged the said writing to be the act and deed of said corporation.

Luc B. Mcintosh
Notary Public

My commission expires:
August 14, 1984

ERRY, PATRICK, PARRIS & MICHNAUX, CHARLOTTE, N. C.

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Sus E. McIntosh

a Notary Public of said County and State
is ~~now~~ certified to be correct. This 29 day of April, 19 80
Charles E. Crowder, Register of Deeds, By: M. Allan [Signature] DEPUTY

DRAWN BY AND MAIL TO:
ERRY, PATRICK, PARRIS & MICHNAUX
CHARLOTTE, N. C. 28202

RESTRICTIVE COVENANTS

FOR

SHADOWLAKE, PHASE V

Restrictions are recorded in Book 4347, Page 396



NOTE:

These restrictions only apply to lots shown on the
map recorded in Map Book 19, Page 361 in the
Mecklenburg County Public Registry

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

CAROLINA PINGORP, INC.

does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision map of

SHADOWLAKE, PHASE V

which map is recorded in Map Book 19 at Page 361 in the office of the Register of Deeds for Mecklenburg County

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height (measured vertically from ground level at the minimum building set-back line as shown on the recorded plat) and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

2. BUILDING SETBACKS: No building, fence or wall shall be erected on any residential lot nearer to any street line than the building setback lines as shown on the recorded map. No building other than a residence shall be located nearer than twenty (20) feet to a side street line, and no building, including a residence, shall be located nearer than ten (10) feet to any side lot line, except that a garage or carport may be erected on the rear one-quarter of any lot as close as two (2) feet to any side lot line other than a side street line. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easement or rights-of-way or property of an adjacent owner.

3. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

DRAWN BY AND MAIL TO:
PERRY, PATRICK, FARMER & MICHAX
P. O. BOX 4566
CHARLOTTE, NORTH CAROLINA 28204

4347 0398
BOOK PAGE

PERRY, PATRICK, FARMER & MICHAX, CHARLOTTE, N. C.

4347/396

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purpose of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of February 1, 1978; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in February, 1978.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be

7807, ATYLER, FARMER & MICHAEL, CHARLOTTE, N. C.

automatically extended for successive periods of ten (10) years 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, CAROLINA FINCORP, INC. has caused these presents to be executed in its corporate name and their corporate seal hereunto affixed by its duly authorized officer this the _____ day of April, 1980.

REAL ESTATE PAGE 4347 0900

CAROLINA FINCORP, INC.

Attest:

By: Kemp M. Causey
Executive Vice President

Patricia A. Brown
Assistant Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 24 day of April, 1980, personally came before me Kemp M. Causey who, being by me duly sworn says that he is the Executive Vice President of CAROLINA FINCORP, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Kemp M. Causey acknowledged the said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission expires:
August 14, 1984

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Sue B. McIntosh

a Notary Public of said County and State
is/are certified to be correct. This 24 day of September 1980
CHARLES W. GARDNER, Register of Deeds, By: Mary Ann DEPUTY

DRAWN BY AND MAIL TO:
PERRY, PATRICK, FARMER & MICHAX
P. O. BOX 4566
CHARLOTTE, NORTH CAROLINA 28204

RESTRICTIVE COVENANTS

FOR

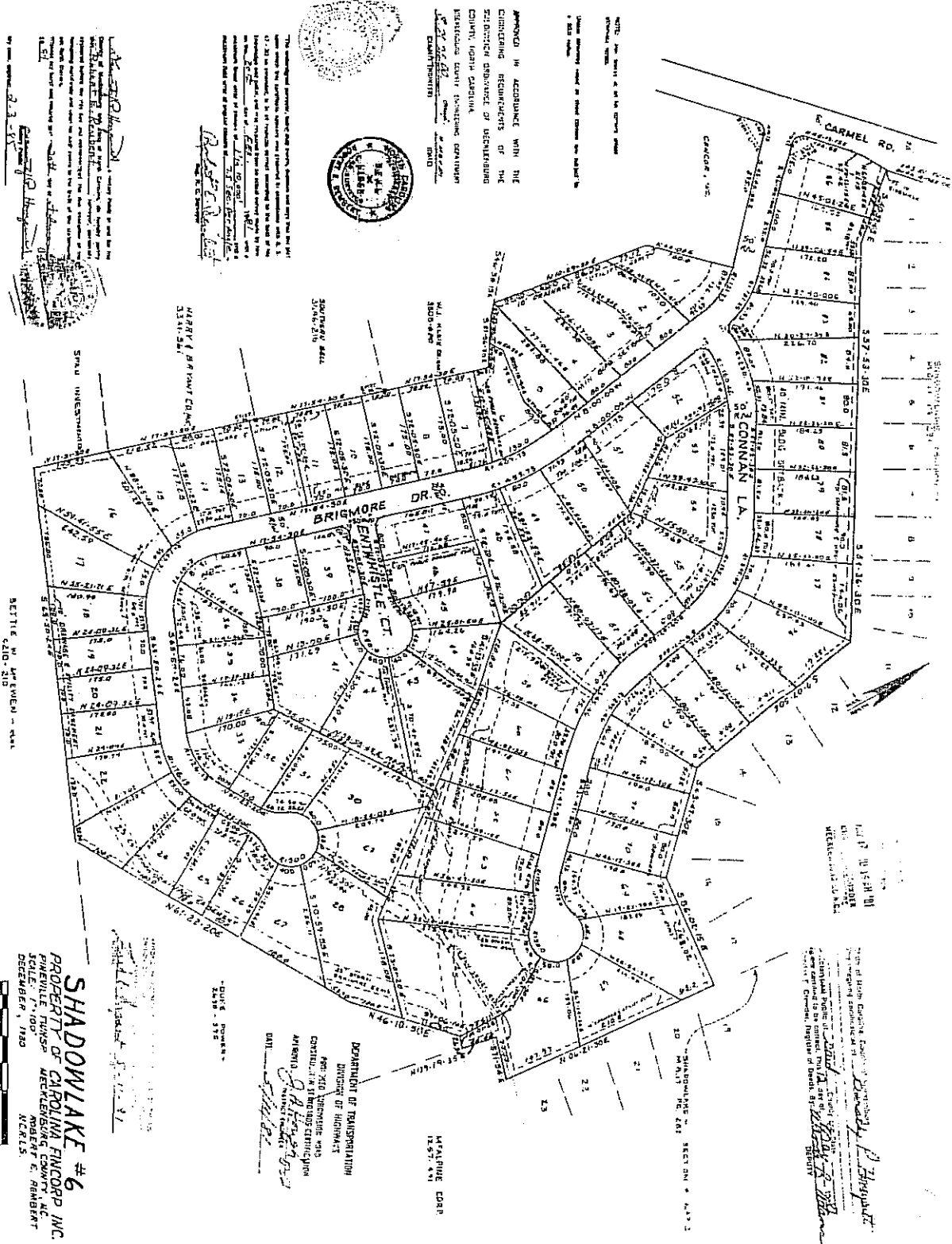
SHADOWLAKE, PHASE VI

Restrictions are recorded in Book 4430, Page 387

NOTE:

These restrictions only apply to lots shown on the
map recorded in Map Book 19, Page 486 in the
Mecklenburg County Public Registry

SHADOWLAKE #6 (PHASE VI)
 MAP BOOK 19, PAGE 486



APPROVED IN ACCORDANCE WITH THE
 CONSIDERING REQUIREMENTS OF THE
 ZONING ORDINANCE OF WASHINGTON
 COUNTY, NORTH CAROLINA
 EXAMINED UNDER EXISTING ORDINANCE
 OF THE BOARD OF ZONING ADJUSTMENT
 DATE: 12/21/1989
 EXAMINER: [Signature]

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 400 WEST HARRISBURG ROAD
 RALEIGH, NORTH CAROLINA 27603
 DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

DATE: 12/21/1989
 BY: [Signature]

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 BY: [Signature]

SHADOWLAKE #6
 PROPERTY OF CAROLINA FINCORP INC.
 FINEVILLE, NORTH CAROLINA
 DECEMBER, 1989
 KICELS

SETTLE N. GREEN - 444
 420-210

SMALL INTERSTADT

HARRY F. BRIDGEMAN CO. INC.
 3331 S.W.

3000-4422
 3000-4422

W.L. HARRIS & SONS
 3100-2000

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STATE OF NORTH CAROLINA

RESTRICTION AGREEMENT

COUNTY OF HECKLENBURG

KNOW ALL MEN BY THESE PRESENTS, THAT

CAROLINA-PINCORP, INC.

does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property described as follows:

All lots depicted on subdivision map of

SHADOWLAKE, PHASE VI

which map is recorded in Map Book 19 at Page 486 in the Office of the Register of Deeds of Hecklenburg County

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot (except Lot 86) other than one detached single-family dwelling not to exceed two and one-half stories in height (measured vertically from ground level at the minimum building set-back line as shown on the recorded plat) and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot. Either a duplex or a single-family dwelling complying with the foregoing height restriction may be constructed on Lot 86 and if a duplex is constructed thereon the garage(s), if any, may accommodate a total of four cars.

2. BUILDING SETBACKS: No building, fence or wall shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map. No building shall be located on a lot having a thirty-five (35) foot minimum front setback line nearer than ten (10) feet to one side lot line and eight (8) feet to the other side lot line, or a total side yard of eighteen (18) feet and no building shall be located on any other lot nearer than ten (10) feet to either side lot line; provided that a garage or carport may be erected on the rear one-quarter of any lot as close as two (2) feet to any side lot line other than a side street line. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-wall and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-way or property of an adjacent owner.

3. LOT REAR AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area of less than twelve thousand (12,000) square feet, or a width of less than seventy (70) feet at the front building setback line.

PERRY, PATRICK, FARMER & MICHNAUX, CHARLOTTE, N. C.

13149 #3244 000
05/15/81

5.00
6.00
CASH

DRAWN BY AND MAIL TO:
PERRY, PATRICK, FARMER & MICHNAUX
P. O. BOX 105
CHARLOTTE, NORTH CAROLINA 28204

4. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

6. DWELLING SIZE: No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The enclosed heated area of the main structure, exclusive of garages, carports, and uncovered porches and terraces shall be not less than 1300 square feet in the case of a one-story structure and not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure. For purpose of interpreting the foregoing covenant, it is stipulated that split level (bi-level and tri-level) dwellings shall be considered one-story structures. The building cost is to be based on cost as of March 1, 1981; it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided if same had been erected in March, 1981.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The undersigned reserves the right to create and impose additional easements or rights-of-way over any un sold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

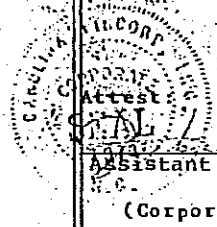
8. WAIVER OF VIOLATION: The undersigned may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

9. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which remain in full force and effect.

11. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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, CAROLINA FINCORP, INC. has caused these presents to be executed in its corporate name and its corporate seal hereunto affixed by its duly authorized officer, this the sixteenth of March, 1981.



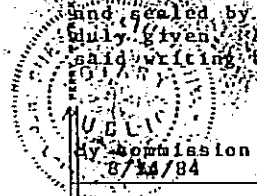
CAROLINA FINCORP, INC.

Attest
[Signature]
Assistant Secretary
(Corporate Seal)

By: [Signature]
Executive Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 16th day of March, 1981, personally came before me Kemp M. Causey who, being by me duly sworn, says that he is the Ex. V. President of CAROLINA FINCORP, INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Kemp M. Causey acknowledged the said writing to be the act and deed of said corporation.



[Signature]
Notary Public

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Sue B. McIntosh

a Notary Public of said County and State
is ~~not~~ certified to be correct. This 15 day of May 1981
Charles E. Crowder, Register of Deeds, By: [Signature] DEPUTY