

The Homestead

Regarding vacant lots:

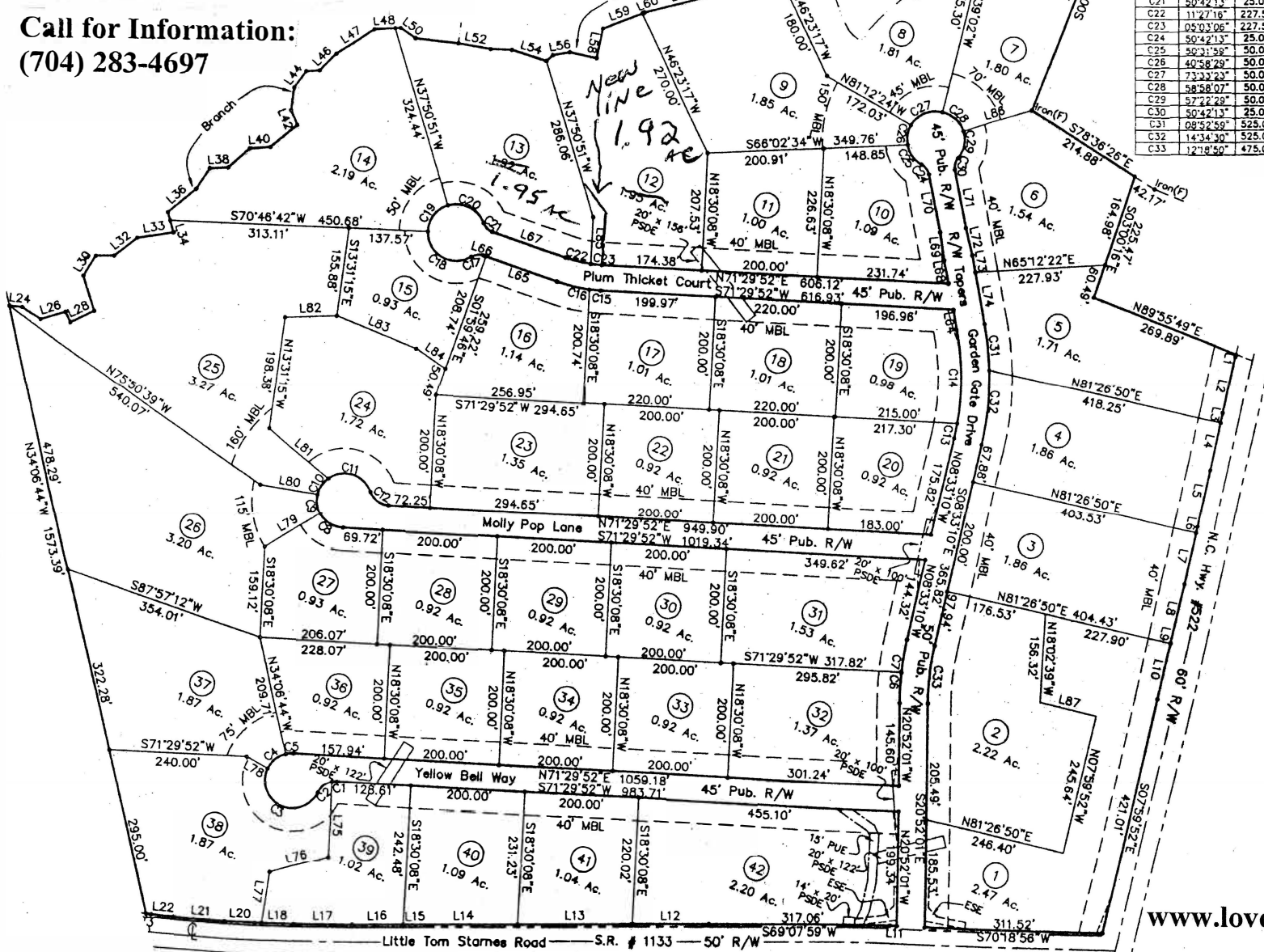
- * Union County water at each lot (buyer must pay tap fee)
- * Buyer must supply own individual septic system
- * Buyer must get new septic soil analysis done by Union County
- * Electricity- Duke Power
- * Phone- Land lines are Frontier
- * Cable/digital phone- lines are Spectrum
- * The Homestead has recorded subdivision restrictions

Call for Information:
(704) 283-4697

*Amended
lots 12+13*

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	14°05'43"	35.00	8.61	8.59	4.33	S64°27'00"W
C2	53°44'30"	35.00	32.83	31.64	17.73	S30°31'54"W
C3	181°26'10"	48.50	153.58	96.99	3869.95	S85°37'16"W
C4	49°59'46"	48.50	42.32	40.99	22.61	S30°05'42"W
C5	16°24'17"	48.50	13.89	13.84	6.99	S63°17'43"W
C6	05°57'11"	525.00	54.55	54.52	27.30	S17°53'25"E
C7	06°21'40"	525.00	58.29	58.26	29.17	S11°44'00"E
C8	58°28'32"	48.50	49.50	47.38	27.15	S79°15'52"E
C9	41°29'29"	48.50	35.12	34.35	18.37	S29°16'52"E
C10	41°20'51"	48.50	35.00	34.25	18.30	S12°08'18"W
C11	108°31'21"	48.50	90.17	77.73	64.98	S86°04'24"W
C12	67°50'13"	35.00	41.44	39.06	23.94	S74°35'02"E
C13	20°18'15"	475.00	27.12	27.31	13.56	N10°11'18"W
C14	20°18'15"	475.00	187.36	166.49	84.56	N21°55'03"W
C15	04°12'57"	272.50	20.05	20.05	10.03	N73°38'21"E
C16	12°12'25"	272.50	58.45	58.34	28.94	N81°51'32"E
C17	50°42'13"	25.00	22.12	21.41	11.85	S62°39'08"W
C18	123°28'41"	50.00	107.75	88.08	93.01	S80°57'38"E
C19	71°22'27"	50.00	62.29	58.34	35.94	S16°27'55"W
C20	86°33'18"	50.00	75.53	68.55	47.08	N84°34'12"W
C21	50°42'13"	25.00	22.12	21.41	11.85	S66°36'40"E
C22	11°27'16"	227.50	45.48	45.41	22.82	N82°16'36"E
C23	05°03'06"	227.50	20.06	20.05	10.04	N74°01'25"E
C24	50°42'13"	25.00	22.12	21.41	11.85	N57°21'46"W
C25	50°31'58"	50.00	44.10	42.63	23.60	S57°26'53"E
C26	40°58'29"	50.00	35.76	35.00	18.68	S11°41'39"E
C27	73°33'23"	50.00	64.19	59.67	37.38	S45°24'17"W
C28	58°58'07"	50.00	51.46	48.27	28.87	N68°09'59"W
C29	57°22'29"	50.00	50.07	48.00	27.36	N09°59'41"W
C30	50°42'13"	25.00	22.12	21.41	11.85	S08°39'33"E
C31	08°52'59"	525.00	81.36	81.31	40.78	N72°34'10"W
C32	143°34'36"	525.00	133.55	133.19	67.14	N15°00'28"W
C33	121°18'59"	475.00	102.09	101.89	51.24	S14°42'36"E

LINE	LENGTH	BEARING
L1	4.83	S08°28'22"E
L2	102.66	S09°14'48"E
L3	17.71	S09°13'36"E
L4	35.46	S09°13'36"E
L5	103.05	S09°09'44"E
L6	11.50	S08°55'24"E
L7	93.13	S08°55'24"E
L8	105.54	S08°43'08"E
L9	1.34	S08°30'21"E
L10	100.13	S08°20'21"E
L11	12.91	S70°18'56"W
L12	13.84	S68°17'16"W
L13	200.31	S68°17'16"W
L14	187.57	S68°17'16"W
L15	12.75	S68°10'09"W
L16	89.36	S68°10'09"W
L17	101.59	S69°07'38"W
L18	56.75	S69°07'38"W
L19	12.09	S69°58'48"W
L20	53.04	S71°32'41"W
L21	88.60	S72°55'03"W
L22	39.85	S73°49'52"W
L23	6.52	S75°31'02"W
L24	23.58	N74°42'31"E
L25	38.85	S78°06'45"E
L26	45.72	N51°31'25"E
L27	20.16	S47°16'15"E
L28	45.50	N42°20'44"E
L29	64.18	N38°17'34"E
L30	41.32	N09°40'12"E
L31	31.77	N68°17'45"E
L32	51.67	N30°34'22"E
L33	63.88	N59°45'08"E
L34	21.97	N36°55'28"W
L35	14.81	N36°55'28"W
L36	64.20	N28°24'47"E
L37	43.70	N12°15'47"E
L38	32.43	N65°29'47"E
L39	49.00	N65°28'59"E
L40	36.58	N63°43'28"E
L41	61.01	N29°27'34"E
L42	28.93	N44°15'47"W
L43	40.12	N12°51'38"W
L44	35.02	N14°54'08"E
L45	24.36	N64°41'30"E
L46	41.24	N23°27'25"E
L47	80.89	N36°05'28"E
L48	36.10	N65°01'56"E
L49	9.75	N65°01'56"E
L50	31.27	S73°34'06"E
L51	76.04	N74°48'31"E
L52	56.03	N78°49'50"E
L53	37.47	N70°23'10"E
L54	63.29	N86°27'49"E
L55	15.47	N25°57'21"E
L56	29.60	N58°10'55"E
L57	48.18	N80°46'40"E
L58	53.35	N09°24'29"W
L59	73.79	N47°14'27"E
L60	4.20	N47°14'27"E
L61	135.05	N54°24'06"E
L62	84.90	N61°17'46"E
L63	27.34	N48°03'17"E
L64	34.76	S32°00'39"E
L65	131.32	S88°00'14"W
L66	4.37	S88°00'14"W
L67	135.70	S88°00'14"W
L68	41.72	N88°00'14"E
L69	50.06	N28°08'55"W
L70	104.02	S32°00'39"E
L71	104.02	S32°00'39"E
L72	50.06	S32°00'39"E
L73	30.77	S32°00'39"E
L74	91.99	S32°00'39"E
L75	132.59	S18°30'08"E
L76	105.79	S54°14'02"W
L77	88.82	S12°29'12"E
L78	42.89	N82°15'12"W
L79	114.56	S37°31'19"W
L80	102.87	S78°31'57"W
L81	137.58	N71°03'14"W
L82	91.31	S66°44'54"W
L83	149.67	N89°16'18"W
L84	62.95	N77°25'24"W
L85	82.29	N18°30'08"W
L86	126.20	N51°19'05"E
L87	101.22	S81°33'28"W



This is a miniature plat for sales purposes.
The full recorded plat can be found at
Union County Register of Deeds Plat Cabinet G File 816

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS
FOR THE HOMESTEAD

This DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 29 day of JANUARY, 2002, by and between LOVE CONSTRUCTION COMPANY, INC. (hereinafter "Declarant"), owner of THE HOMESTEAD SUBDIVISION, as shown on plat recorded in Plat Cabinet G, File(s) 816 of the Union County, North Carolina Registry, and, PROSPECTIVE PURCHASERS of all lots in said subdivision.

WITNESSETH:

WHEREAS, the Declarant intends to convey each of said lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which Declarant may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:

ARTICLE I
USE RESTRICTIONS

Section 1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however, that the owner of all of a numbered Lot on said map may combine with such numbered lot, part or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions.

Section 2. Land Use. All Lots shall be known and described as residential lots. Lots are to be used exclusively for single-family residential purposes and are devoted exclusively to dwelling use. No structure shall be erected, altered, placed or, permitted to remain on the property other than for use as a single-family residential dwelling. No mobile, manufactured or modular home may be erected, placed, or permitted to remain upon the property. Only site-built homes are permitted. No outbuildings shall be erected on the property unless the same is incidental to the residential use of the property. It is provided, however, that Declarant or Builders, during the development and building stage, may maintain a mobile manufactured dwelling for use as a model home to aid sales in the subdivision or site construction trailer. After development has been completed, no such model home or construction trailer may be maintained in the subdivision.

Section 3. Building Lines. No building shall be located nearer to the front, side or rear property lines of a Lot than the building setbacks shown on the recorded plat(s) of the Properties. In no event, shall any building be placed nearer to any front, side or rear Lot line than permitted by Union County Zoning Ordinances.

Section 4. Subdivision of Lots. No person or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of the Declarant.

mail to
LOVE CONSTRUCTION Co., INC
2675 CHARLOTTE AVE. NORTH
MONROE, NC 28110

Filed for record
Date 1.29.2002
Time 4:31 o'clock Pm
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

Section 5. Size of Structure. No residential structure shall be erected or placed on any Lot having a total finished heated area of less than sixteen hundred (1,600) heated square feet in addition to at least a two-car garage of standard size. Such required garage may be used for any uses that are legal under the local laws and ordinances. Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this section.

Section 6. Construction Quality. All dwellings and garages and outbuildings erected upon the property shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior wall construction of any dwelling shall be of brick-veneer, vinyl, masonite, cement board, stone, stucco or any other material specifically approved by the Declarant. The front elevations of all foundations must be of brick-veneer or stone veneer. The sides and rears of the foundations may be brick-veneer, stone veneer, monolithic slab concrete, or parged concrete masonry units. All dwellings shall have simulated architectural roofing.

Only construction of a new residential dwelling and other structures on a lot shall be permitted. The moving and placement of an existing structure (including residence) from any other property to any lot in the subdivision shall be prohibited.

Section 7. Garages and Construction of Driveways. Each dwelling must contain an attached garage which shall accommodate a minimum of two automobiles. All garages must be equipped with an operating garage door or doors that has capability of closing and completely covering the interior of the garage. Any portion of a driveway that intersects a street must be made of poured concrete. The poured concrete section of each driveway must be a minimum of ten (10) feet in width, must begin at the street, and must extend for a minimum of twenty (20) feet in length. The remainder of the driveway may be concrete, asphalt, or gravel.

Section 8. Storage Buildings and Outbuildings. All storage buildings and outbuildings erected upon the property shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. Outbuildings and storage buildings shall be permitted as long as they are constructed with exterior finishes and colors similar to the finish and color of the main dwelling. No metal outbuildings, or metal storage buildings shall be maintained upon the property. All outbuildings and storage buildings must be built upon permanent foundations.

Section 9. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot. This Section shall not be applicable to temporary construction trailers, sales offices and material storage facilities used during construction.

Section 10. Clothes Drying. All exterior clothes hanging and drying devices such as lines, reels, poles, frames, etc. shall be stored directly behind the residence, where not visible from any point on the street in front of the residence.

Section 11. Nuisances. No noxious or offensive trade or activity shall be carried on upon the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 12. Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the Properties shall be at any time used as a dwelling or residence, temporarily or permanently, nor shall any structure of a temporary character be used as a dwelling or residence.

Section 13. Radio and Television Antennas. No free standing radio or television or electronic reception towers, antennas, dishes or disks shall be erected on any Lot. Except that small satellite dishes not exceeding two (2) feet in diameter shall be permitted to be freestanding but not erected on any Lot closer to any street line than the rear corners of the residence. Radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence or structure and only dishes or disks not exceeding two (2) feet in diameter shall be permitted upon the roofs.

Section 14. Harmony of Structures. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures on the Properties.

Section 15. Residence Placement. Each residence shall face the subdivision street fronting the lot. Residences shall not face Little Tom Starnes Road or Rocky River Road.

Section 16. Easements. Declarant reserves a perpetual easement and the right to grant such easement to the appropriate governmental authorities or utility companies over the front and rear fifteen (15) feet of each Lot and seven and one-half (7 1/2) feet adjacent to all side Lot lines for the installation and maintenance of any and all utility lines and drainage facilities. Declarant reserves the right to grant an encroachment easement along any property line for the inadvertent installation of a driveway, or when the installation of the driveway is reasonably necessary in Declarant's sole judgment. Said driveway easement to be no more than twelve (12) inches onto any adjoining lot.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

Section 18. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs (with a limit of three exterior dogs), cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 19. Trash Disposal. All rubbish, trash, garbage or waste of any kind shall be kept in sanitary containers. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

Section 20. Fences. No chain link or barbed wire or wire mesh fence shall be erected on any Lot. However, a wood rail fence with wire mesh attached shall be specifically permitted. Also, chain-link dog kennels not to exceed a size of ten (10) feet by twelve (12) feet shall be specifically permitted. No fences (including invisible fencing and dog kennels) shall be erected on any Lot closer to any street line than the rear corners of the residence (or in any case between the residential structure located on the Lot and the road right-of-way). No fences shall be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area. Provided, however, that notwithstanding anything contained in this Section or elsewhere to the contrary, Declarant and Builders may install decorative fencing on any Lot used by it containing a model home.

Section 21. Swimming Pools and Trampolines. All swimming pools and trampolines shall not be erected nearer the front lot line of a Lot than the back face of the dwelling located on such Lot. All swimming pools must be enclosed with safety fencing as defined in the applicable building code. No above-ground swimming pools shall be permitted.

Section 22. Sight Line Limitations. No fence, wall, hedge or planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 23. Parking of Vehicles. No commercial trucks that exceed 26,000 lb (GVW) gross vehicle weight shall be permitted to remain upon the property. No camper or like recreational vehicle, trailer, work trailer, utility trailer, school bus, boat or boat trailer, nor any other vehicle, craft or watercraft, shall be permitted to remain upon the property located any closer to any street line than the rear corners of the residence. These vehicles shall not be parked in the street, in a driveway, in the front yard or in a side yard of any lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration and current valid inspection shall be permitted to remain upon the property.

Section 24. Certain Vehicles Prohibited. No motorized, unlicensed, recreational vehicles, including, without limitation, all terrain vehicles, dirt bikes and go-carts shall be operated anywhere within the subdivision.

Section 25. Mailbox and Newspaper Box. No brick, stone, or other type mailbox or mailbox stand which has not been approved by the North Carolina Department of Transportation (NCDOT) or other agency having jurisdiction over mailboxes located within street rights of way shall be permitted in the subdivision.

Section 26. Basketball Goal Support. No basketball goal supports shall be erected or placed within any street right of way, or in front of the rear corners of the residence.

Section 27. Landscaping and plantings in the road right-of-ways. Each owner is responsible for establishing and maintaining a grass cover on the road right-of-way that exists on his lot. Additionally, no owner should plant any trees, or large growing shrubs, or place any other fixture in the road right-of-ways.

Section 28. Driveway Pipes. Each driveway must include a NCDOT approved driveway pipe, which shall be 15" minimum diameter, or larger as directed by NCDOT. All drainage apparatuses and headwalls that are located within the street right-of-way must be NCDOT approved.

Section 29. Diligent Construction. All construction, landscaping, or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during reasonable time period as is necessary for completion. All construction must be completed within one (1) year after the date upon which it commenced.

Section 30. Outside Access to Streets. No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets.

Section 31. Damage to subdivision improvements and Sediment control. Any damage to the streets, street side drainage ditches, street right-of-ways, signage, or any utility system caused by a Lot Owner or Lot Owner's builder or his subcontractors shall be repaired by such responsible Lot Owner. The Lot Owner is also responsible for retaining and containing sediments upon his Lot. Any sediment that washes into the street is the responsibility of the Lot Owner. The Lot Owner will be responsible for washing any sediment from the street that originated from his Lot.

ARTICLE II
EASEMENTS

Section 1. General Easements. Easements for the installation and maintenance of fences, driveways, walkways, parking areas, water lines, gas lines, telephone, cable TV, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plats and as further described in Article I, Section 15 of this instrument. Within any such easements, no structure, planting, fencing or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of sewerage disposal facilities and utilities, or which may change the direction or flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit an easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

ARTICLE III
GENERAL PROVISIONS

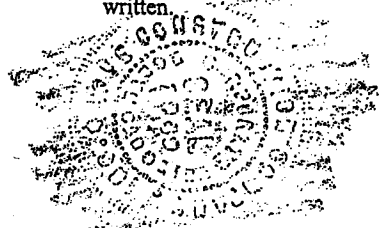
Section 1. Repurchase of Unimproved Lot by Declarant. In order to promote the timely development of the subdivision, it is the intention of Declarant that Owners begin construction of a house within a timely manner. Therefore, in the event an Owner has not begun construction of a house on its Lot within one (1) year after the date on which such Lot was originally sold by Declarant to the initial owner thereof, Declarant shall have the option at any time thereafter and so long as construction has not begun to purchase the Lot from Owner at the same price for which such unimproved Lot was originally sold by Declarant to the initial owner thereof ("Original Price"). The Original Price shall be the actual cash purchase price of such Lot and shall not include any additional expenses incurred by any party in connection with the purchase of such Lot. For purposes of this Section, construction shall be deemed not to have begun until Declarant has approved construction plans hereunder, a valid building permit has been issued, the foundation is in place, and framing has begun.

Section 2. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind that land. This Declaration may be amended prior to August 15, 2006, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant, so long as Declarant still owns any Lots, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

IN WITNESS WHEREOF, Love Construction Company, Inc., Declarant, by virtue of the provisions of the preamble of the aforesaid Declaration of Restrictive and Protective Covenants and Conditions, has caused this instrument to be duly executed under seal as of the day and year first above written



LOVE CONSTRUCTION COMPANY, INC.
BY: VANN J. LOVE

Vann J. Love

PRESIDENT

ATTEST:
LOVE CONSTRUCTION COMPANY, INC.
BY: MARTHA G. LOVE

Martha G. Love

SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Martha G. Love who, being duly sworn, says that he/she is the Secretary and that Vann J. Love is the President of LOVE CONSTRUCTION COMPANY, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 29 day of January, 2002.

Deborah J. McNeer

Notary Public

My commission expires: ~~My~~ Commission Expires August 31, 2003



STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
2:27 2002
4:00
Notary Public, State of North Carolina
Union County, Monroe, North Carolina

AMENDMENT TO RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Love Construction Company, Inc. as Declarant in Declaration of Restrictive and Protective Covenants and Conditions for the Homestead recorded in Book 1746, Page 124 of the Union County Registry, Declarant being the owner of lots in said subdivision, does hereby amend said Declaration of Restrictive and Protective Covenants and Conditions by adding the following Section to Article I:

"Section 32: If Buyer chooses to install a water well upon his lot, he must get specific written approval on the location of this well from Love Construction Company, Inc. The Buyer must also get approval from the Union County Environmental Health Department on this well placement. Also, discharge location of any spent water must be approved in writing by Love Construction Company, Inc. and by Union County Environmental Health Department."

The said Declaration of Restrictive and Protective Covenants and Conditions recorded in Book 1746, Page 124 of the Union County Registry shall remain in full force and effect as amended hereby and as previously amended or modified.

IN WITNESS WHEREOF, Love Construction Company, Inc. has caused these presents to be signed in its corporate name, this the 27th day of February, 2002.

Love Construction Company, Inc.

By: Vann J. Love
President

ATTEST:

Martha Love
Secretary

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Martha G. Love who, being duly sworn, says that he/she is the Secretary and that Vann J. Love is the President of LOVE CONSTRUCTION COMPANY, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 27th day of February, 2002.

Deborah J. McManus
Notary Public

My commission expires: My Commission Expires August 31, 2003

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Deborah J. McManus, Notary(ies) Public of Union County, North Carolina, is/are hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 1746 page 516. This 27th day of Feb, 2002, at 4:00 o'clock P.m.

JUDY G. PRICE

Register of Deeds

By: Serena Giocca
Deputy

mail to -

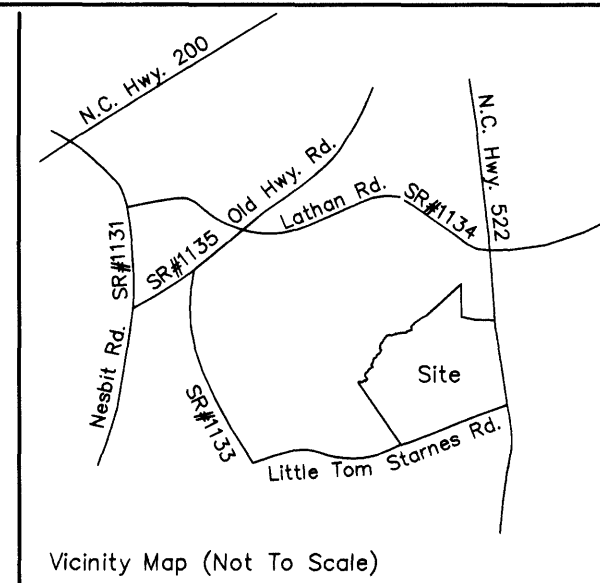
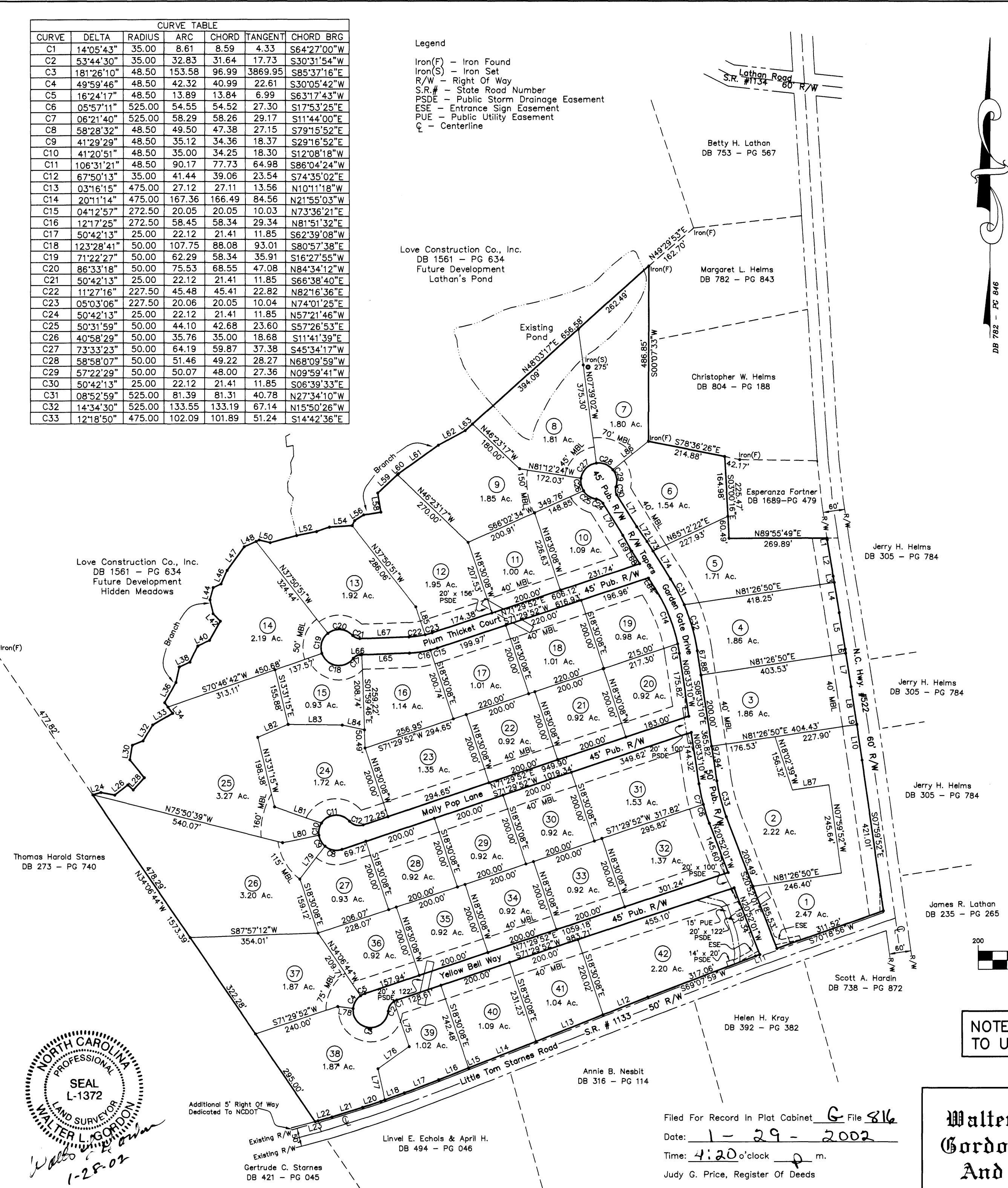
Love Construction Company, Inc.
2675 Charlotte Ave North
Monroe, NC 28110

BK 1746
PG 14
See Supp. Repts.

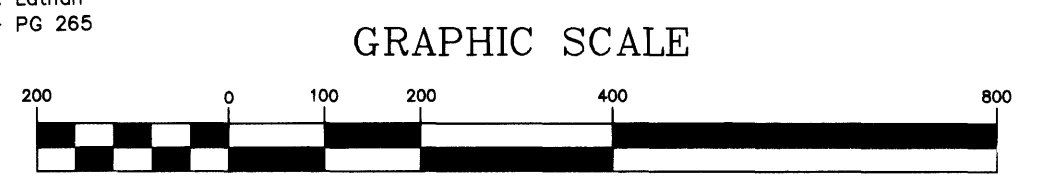
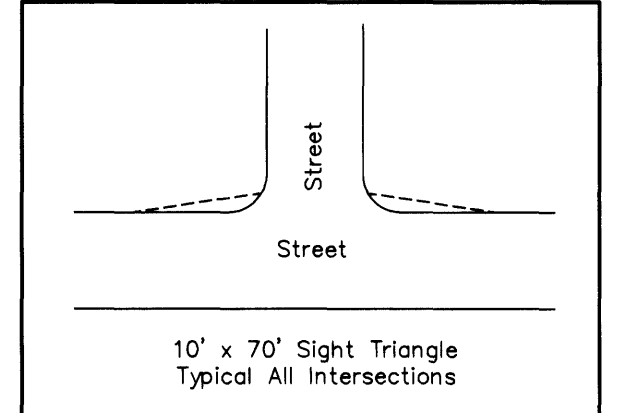
LINE	LENGTH	BEARING
L1	4.63	S08°28'22"E
L2	102.66	S09°14'48"E
L3	17.71	S09°13'36"E
L4	85.46	S09°13'36"E
L5	103.05	S09°09'44"E
L6	11.50	S08°55'24"E
L7	93.13	S08°55'24"E
L8	105.54	S08°43'06"E
L9	1.34	S08°20'21"E
L10	100.13	S08°20'21"E
L11	12.91	S70°18'56"W
L12	133.84	S68°17'16"W
L13	200.31	S68°17'16"W
L14	187.57	S68°17'16"W
L15	12.75	S68°10'09"W
L16	89.38	S68°10'09"W
L17	101.59	S69°07'38"W
L18	56.75	S69°58'48"W
L19	12.09	S69°58'48"W
L20	53.04	S71°32'41"W
L21	88.60	S72°55'03"W
L22	39.85	S73°49'59"W
L23	8.52	S75°31'02"W
L24	23.58	N74°42'31"E
L25	38.85	S79°06'45"E
L26	45.72	N51°51'44"E
L27	20.16	S47°16'15"E
L28	45.50	N42°20'44"E
L29	64.18	N38°37'34"W
L30	41.32	N09°40'12"E
L31	31.77	N68°17'45"E
L32	51.67	N30°34'22"E
L33	63.88	N59°45'08"E
L34	21.97	N36°55'28"W
L35	14.81	N36°55'28"W
L36	64.20	N28°24'47"E
L37	43.70	N12°15'47"E
L38	32.43	N65°29'47"E
L39	49.00	N25°28'59"E
L40	36.58	N63°43'28"E
L41	61.01	N29°27'34"E
L42	28.93	N44°15'57"W
L43	40.12	N12°51'38"W
L44	35.00	N14°54'08"E
L45	24.36	N64°41'50"E
L46	41.24	N23°27'12"E
L47	80.89	N36°05'28"E
L48	36.10	N65°01'56"E
L49	9.75	N65°01'56"E
L50	31.27	S75°34'06"E
L51	76.04	N74°48'31"E
L52	56.03	N78°49'50"E
L53	37.47	N70°23'10"E
L54	63.29	N86°27'49"E
L55	15.47	N25°57'21"E
L56	29.60	N58°10'55"E
L57	48.18	N80°46'40"E
L58	53.35	N09°24'29"W
L59	73.79	N47°14'27"E
L60	4.20	N47°14'27"E
L61	135.05	N54°24'06"E
L62	84.90	N61°17'46"E
L63	27.34	N48°03'17"E
L64	34.76	S32°00'39"E
L65	131.32	S88°00'14"W
L66	4.37	S88°00'14"W
L67	135.70	N88°00'14"E
L68	41.72	N32°00'39"W
L69	50.06	N29°08'55"W
L70	104.02	N32°00'39"W
L71	104.02	S32°00'39"E
L72	50.06	S34°52'24"E
L73	30.77	S32°00'39"E
L74	91.99	S32°00'39"E
L75	132.59	S18°30'08"E
L76	105.79	S54°14'02"W
L77	88.82	S12°29'12"E
L78	42.89	N82°15'12"W
L79	114.56	S37°31'19"W
L80	102.87	S78°31'57"W
L81	137.58	N71°03'14"W
L82	91.31	S66°44'54"W
L83	149.67	N89°16'18"W
L84	62.95	N77°25'24"W
L85	82.29	N18°30'08"W
L86	126.20	N51°19'05"E
L87	101.22	S81°33'28"W

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	14°05'43"	35.00	8.61	8.59	4.33	S64°27'00"W
C2	53°44'30"	35.00	32.83	31.64	17.73	S30°31'54"W
C3	181°26'10"	48.50	153.58	96.99	3869.95	S85°37'16"E
C4	49°59'46"	48.50	42.32	40.99	22.61	S30°05'42"W
C5	16°24'17"	48.50	13.89	13.84	6.99	S63°17'43"W
C6	05°57'11"	525.00	54.55	54.52	27.30	S17°53'25"E
C7	06°21'40"	525.00	58.29	58.26	29.17	S11°44'00"E
C8	58°28'32"	48.50	49.50	47.38	27.15	S79°15'52"E
C9	41°29'29"	48.50	35.12	34.36	18.37	S29°16'52"E
C10	41°20'51"	48.50	35.00	34.25	18.30	S12°08'18"W
C11	106°31'21"	48.50	90.17	77.73	64.98	S86°04'24"W
C12	67°50'13"	35.00	41.44	39.06	23.54	S74°35'02"E
C13	03°16'15"	475.00	27.12	27.11	13.56	N10°11'18"W
C14	20°11'14"	475.00	167.36	166.49	84.56	N21°55'03"W
C15	04°12'57"	272.50	20.05	20.05	10.03	N73°36'21"E
C16	12°17'25"	272.50	58.45	58.34	29.34	N81°51'32"E
C17	50°42'13"	25.00	22.12	21.41	11.85	S62°39'08"W
C18	123°28'41"	50.00	107.75	88.08	93.01	S80°57'38"E
C19	71°22'27"	50.00	62.29	58.34	35.91	S16°27'55"W
C20	86°33'18"	50.00	75.53	68.55	47.08	N84°34'12"W
C21	50°42'13"	25.00	22.12	21.41	11.85	S66°38'40"E
C22	11°27'16"	227.50	45.48	45.41	22.82	N82°16'36"E
C23	05°03'06"	227.50	20.06	20.05	10.04	N74°01'25"E
C24	50°42'13"	25.00	22.12	21.41	11.85	N57°21'46"W
C25	50°31'59"	50.00	44.10	42.68	23.60	S57°26'53"E
C26	40°58'29"	50.00	35.76	35.00	18.68	S11°41'39"E
C27	73°33'23"	50.00	64.19	59.87	37.38	S45°34'17"W
C28	58°58'07"	50.00	51.46	49.22	28.27	N68°09'59"W
C29	57°22'29"	50.00	50.07	48.00	27.36	N09°59'41"W
C30	50°42'13"	25.00	22.12	21.41	11.85	S06°39'33"E
C31	08°52'59"	525.00	81.39	81.31	40.78	N27°34'10"W
C32	14°34'30"	525.00	133.55	133.19	67.14	N15°50'26"W
C33	12°18'50"	475.00	102.09	101.89	51.24	S14°42'36"E

Legend
 Iron(F) - Iron Found
 Iron(S) - Iron Set
 R/W - Right Of Way
 S.R.# - State Road Number
 PSDE - Public Storm Drainage Easement
 ESE - Entrance Sign Easement
 PUE - Public Utility Easement
 C - Centerline



- Notes:
- Tax I.D. - 04-258-012 & 04-285-013 (Portions)
 - Zoned - RA-40
 - 42 New Lots Created
 - 61.97 Acres In Lots
 - 5.18 Acres In New Street Right Of Ways
 - 1.89 Acres In Existing Street Right Of Ways And 5' Additional Right Of Way Dedicated To NCDOT. Area Within Existing Right Of Ways Dedicated To NCDOT
 - 69.04 Acres Total
 - Area By Coordinate Geometry
 - All Distances Are Horizontal Ground Distances Measured With Electronic Meters
 - This Survey Creates A Subdivision Of Land Within The Area Of Union County Which Has An Ordinance That Regulates Parcels Of Land
 - No USGS Monument Found Within 2000 Feet
 - Minimum Lot Width At Building Line - 120' Front Setback - 40' Rear Yard - 40' Side Yard - 15'
 - All Public Storm Drainage Easements Are Located As Being Centered On The Pipe, Structure, Ditch Or Natural Drainage Area
 - A 15' General Utility Easement/Public Storm Drainage Easement Is Reserved Along Road Frontage & Rear Of All Lots A 7.5' General Utility Easement/Public Storm Drainage Easement Is Reserved Each Side Of Interior Lot Lines
 - Rebar Set At All Property Corners Unless Otherwise Noted With The Exception Of Lot Corners That Fall In The Centerline Of The Branch In Which Case The Rebar Is Set 15' On Lot Line From Property Corner.
 - A 10' x 70' Sight Triangle Easement Required At All Intersections

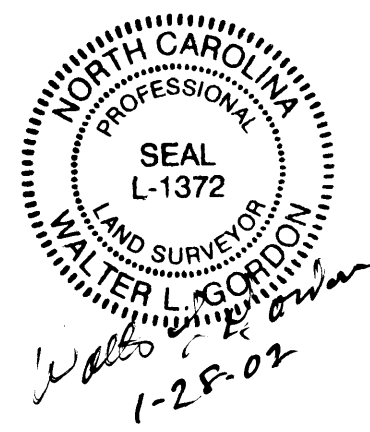


NOTE: USERS OF THIS PLAT ARE REQUIRED TO USE SHEET 2 OF 2 FOR CERTIFICATES

Walter Gordon And Associates

Final Subdivision Plat
The Homestead
 Legal Ref: DB 1561 - PG 631 & DB 1561 - PG 634
 Buford Township, Union County, N.C.
 Scale: 1" = 200' Date: 20 December 2001

Project: Love522 Dwg: Homestead



Owner Information
 Love Construction Co., Inc.
 2675 Charlotte Avenue North
 Monroe, NC 28110
 (704) 283-4697

Filed For Record In Plat Cabinet **G** File **816**
 Date: **1-29-2002**
 Time: **4:20 o'clock** p.m.
 Judy G. Price, Register Of Deeds
 Union County, Monroe, North Carolina
 By: *Jayne Latta - Dep.*