

STATE OF NORTH CAROLINA

BOOK 269 PAGE 790

COUNTY OF UNION

RESTRICTIONS

RECORDED
and
VERIFIED
8/27/02

WHEREAS, D. H. Carriker Co., Buford C. Carriker and wife, Colen G. Carriker and Duane H. Carriker and wife, Patsy B. Carriker own those certain lots of land known as COUNTRY HILLS as shown in Plat Cabinet A File #4 of the Union County, North Carolina, Public Registry; and

WHEREAS, D. H. Carriker Co., Buford C. Carriker and wife, Colen G. Carriker and Duane H. Carriker and wife, Patsy B. Carriker now desire for the use of themselves, and their successors, heirs and assigns, and future grantees, to place and impose certain protective covenants and restrictions upon all of the lots shown upon said map;

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, in consideration of the premises, D. H. Carriker Co., Buford C. Carriker and wife, Colen G. Carriker and Duane H. Carriker and wife, Patsy B. Carriker, for themselves, and their successors, heirs and assigns, and future grantees, do hereby place and impose upon all of the lots shown on said map, the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the lots other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage.
2. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of a one-story structure shall not be less than 1,300 square feet (outside dimensions) and the total area for a structure having one and one-half, two, or two and one-half stories shall not be less than 1,600 square feet (outside dimensions), all square footage requirements being exclusive of porches, steps, walks, breezeways, carports, garages, etc.
3. (a) No building shall be located on any lot nearer to the front lot lines nor nearer to the side street lines than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line.
 (b) No building shall be located nearer than ten (10) feet to an interior lot line.
 (c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 (d) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing

BOOK 289 PAGE 791

the location of the structure have been submitted to and approved in writing by D. H. Carriker Co., its successors and/or assigns. No garage entrance shall face the street upon which the residence faces.

(e) In the event of the unintentional violation of any of the building line restrictions hereinabove set out, D. H. Carriker Co., Inc. hereby reserves the right, by and with the consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that no such change shall exceed ten per centum (10%) of the marginal requirement of said building line restriction.

4. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed on a lot having an area of less than 20,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow of the drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels on the easements. The easement 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.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. 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, or one sign of not more than five square feet advertising the property during the construction and sales period.

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

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) 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

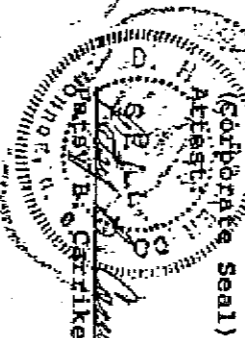
In whole or in part.

BOOK 269 PAGE 792

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

IN WITNESS WHEREOF, this instrument has been properly executed, this 7th day of October, 1974.



(Corporate Seal)
Attest:
Patsy B. Carriker, Secretary

D. H. CARRIKER CO.
By: Duane H. Carriker, President

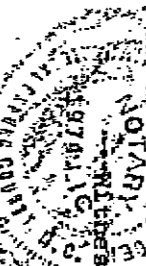
NORTH CAROLINA Union County
The foregoing certifications
Pamela G. Alexander
(Seal) of Patsy B. Carriker
Colen G. Carriker
Buford C. Carriker
Diane H. Carriker
Duane H. Carriker
MARY B. CARRIKER, Register of Deeds
By: Patsy B. Carriker
Patsy A. Carriker
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 7th day of October, 1974, personally came before me Duane H. Carriker, President, who being by me duly sworn says that he is the President of D. H. Carriker Co., and that the seal attached 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 Duane H. Carriker acknowledged the said writing to be the act and deed of said corporation.

Diane H. Carriker
Notary Public
My Comm. Exp: March 16, 1975

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Pamela G. Alexander (Seal), a Notary Public for said County and State, do hereby certify that Buford C. Carriker, Colen G. Carriker, Diane H. Carriker and Patsy B. Carriker personally appeared before me this date, and acknowledged the due execution of the foregoing instrument. (NOTARY)
Witness my hand and notarial seal, this 7th day of October, 1974.



Pamela G. Alexander (Seal)
Notary Public
My Comm. Exp: March 16, 1975

DRAWN BY AND MAIL TO:
GRIFFIN, GERDES & HARRIS
SUITE 1001, CARRON - BROWN CENTER
CHARLOTTE, NORTH CAROLINA