

RECORDED
INDEXED
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C.M.P.

BOOK 459 PAGE 304

Reference

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

RESTRICTIVE COVENANTS
FOR
CROWN FOREST SUBDIVISION

Filed for record 8-10-89
Date: 11-31 of book 459 M.
Time 11:31
ORRELL L. PLYLER, Register of Deeds
Union County, Monroe, North Carolina

See Amend. BK 667 Pg. 630

WHEREAS, Herman M. Ferrell (hereinafter "Ferrell"), of Union County, North Carolina, are the owner of a certain tract of land located in Monroe Township, Union County, North Carolina, as more particularly described in deed recorded in Deed Book 342, at page 614, Union County Registry;

AND WHEREAS, Ferrell, as the owner of said property, now desires for the use of himself, his heirs, assigns and future grantees to place and impose certain protective covenants and restrictions on that portion of the said property which is more particularly described as Lots 2 through 26 on plat recorded in Plat Cabinet C, File # 379, which shall be known as Crown Forest Subdivision.

NOW, THEREFORE, in consideration of the premises herein, Ferrell, for himself, his heirs, assigns and future grantees, does hereby place and impose upon the said property the following restrictions:

1. Each lot shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of each lot.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,600 square feet, excluding porches, carports and garages. Any split-level residence or two story or more residence shall contain a heated living area of not less than 1,200 square feet on the ground floor, excluding the basement, shall contain a total heated area of not less than 1,800 square feet. No residence shall be more than two and one-half stories in height plus a basement.
3. In the event of the unintentional violation of any of the building setback lines set forth herein, Ferrell, and his heirs, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change for the building setback line requirements set forth in this instrument in respect to such lots provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.
 No residential building shall be located on any lot nearer than 75 feet to the front street right of way line of the street or streets on which the lot fronts, with a side-line setback of 15 feet and a rear yard setback of 50 feet.
 The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.
4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot. All carports and garages shall have a rear or side entrance and all carports and garages must be attached to the residence. Each residence must have a driveway constructed of concrete or brick at the same time the residence is constructed.

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5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either concrete or cinder block. Any damage done to streets and/or other utilities utilities during construction shall be the responsibility of the lot owner.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
7. No modular home, mobile home or mobile home park shall be allowed or maintained upon any of the subdivision lots. No motor homes, campers, travel trailers or other similar vehicles shall be parked on any subdivision street right of way or lot except in a garage, carport or in the rear yard behind the residence. Further, no truck larger than a pickup truck shall be parked on any lot or the right of way of the subdivision street and no motorcycles, motorbikes and all terrain vehicles (ATV) or similar motor vehicles shall be permitted in the subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets. All dogs must be penned or on a leash at all times.
8. 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 containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No non-organic trash, garbage or other waste can be burned on any lot in the subdivision.
9. No sign of any kind shall be displayed to the public view on any lot, except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
10. No subdivision of any lot shall be permitted which reduces the original subdivision lot to an area of less than 40,000 square feet.
11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision.
12. No freestanding antenna or satellite dish shall be permitted on any lot except in the rear yard.
13. No residence, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot within ten (10) years of the date of these restrictions unless the construction plans and specifications and a plot plan of the proposed construction have been approved in writing by Farrell. Farrell shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Farrell fails to accept or reject the same within the said 30 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Farrell, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Farrell for construction pursuant to this covenant shall not constitute or be construed as an approval by Farrell of the structural stability, design or quality of any building.

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14. Only wood fences, chainlink fences and split-rail fences, unless otherwise approved by Ferrell, shall be permitted along the side and rear lot lines of each lot, provided such fences do not exceed four feet in height. All other type fences and any fence in excess of four feet in height must be approved in writing by Ferrell prior to installation or construction. No fence shall be located nearer to the street right of way than the front corners of the residence.

15(a). Ferrell reserves an easement in and right at any time in the future to grant a fifteen (15) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b). Ferrell also reserves an easement in and right at any time in the future to grant a seven and one-half (7.5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.

(c). Ferrell reserves an easement in and right at any time in the future to grant a fifteen (15) foot right of way over, under and along the property line abutting on street right of way for the same uses and purposes as set forth in Paragraph 14(a) above.

16. Each lot owner in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the developer. Any damage to such installations of the developer caused by any act or failure of any owner of a lot shall be repaired by such owner who shall save and hold the developer harmless from any loss or liability whatsoever on account thereof.

17. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

18. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

19. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be 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, the undersigned has caused these presents to be signed and sealed in their names, this the 9th day of August, 1989.

Herman M. Ferrell (SRAL)
Herman M. Ferrell

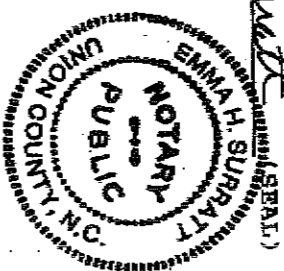
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STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, Emma H. Surryatt, Notary Public of Union
County, North Carolina, do hereby certify that Herman M. Ferrell
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal, this 9th day of
August, 1989.

Emma H. Surryatt
Notary Public



My Commission expires: 8/9/92

NORTH CAROLINA - Union County Emma H. Surryatt
The foregoing certificate of

Notary Public of Union Co., N.C.

Is (not) certified to be correct. This instrument was presented for registration and recorded in this office at Book 459 Page 304
this 10th day of August, 19 89 at 11:31 o'clock A. M.

ONIBL L. PLYLER, REGISTER OF DEEDS

By: *Herman M. Ferrell*
Assistant Deputy

BK 667 PG 630

Referred

Filed for record Date 11-9-93
Time 12:55 o'clock P. M.
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

By: [Signature]
Asst. RD

STATE OF NORTH CAROLINA,
COUNTY OF UNION,

AMENDMENT TO RESTRICTIVE COVENANTS
FOR
CROWN FOREST SUBDIVISION

010483

THIS AMENDMENT TO RESTRICTIONS made this 1st day of April, 1993 by Herman M. Ferrell (unmarried); Jerry R. Kay and wife, Claudette B. Kay; Steven M. Helms and wife, Angela S. Helms; Scott D. Brown; and Edward Charles Stegall and wife, Wanda K. Stegall.

WITNESSETH :

WHEREAS, the parties hereto are all of the owners of property in Crown Forest Subdivision as shown on plat recorded in plat Cabinet C, File 373, Union County Registry; and

WHEREAS, the parties hereto desire to amend the Restrictive Covenants recorded in Book 459, at Page 304, Union County Registry, by revising Paragraph 2 of said restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, the parties hereto, for their heirs, successors and assigns, and their future Grantees and Lessees, do hereby amend said Restrictive Covenants by deleting Paragraph 2 in its entirety and inserting in lieu thereof the following:

"2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heating living area of less than 1,600 square feet, excluding basements, porches, carports and garages. Any split-level residence or two story or more residence shall containing a total heated area of not less than 1,800 square feet, excluding porches, carports, basements and garages. No residence shall be more than two and one-half stories in height plus a basement."

Except as herein expressly modified, the Restrictions for Crown Forest Subdivision are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Restrictive Covenants under seal as of the 1st day of April, 1993.

RECORDED
and
VERIFIED
BGS

[Signature] (SEAL)
Herman M. Ferrell (unmarried)

[Signature] (SEAL)
Jerry R. Kay

[Signature] (SEAL)
Claudette B. Kay

[Signature] (SEAL)
Steven M. Helms

[Signature] (SEAL)
Angela S. Helms

[Signature] (SEAL)
Scott D. Brown

Return to:

Jessie C. Harrogate
1401 Woodland Ave.
Monroe, NC 28112

[Signature]
Garnie S. Muelbach