

Ref 389-781
789-992

Amount of
Restrictions:
REFERENCE TO:
Book 286 Page 194
Lot 19, Plat 21

BOOK 382 PAGE 827

882

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

5 References

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Wade H. Howey, Jr. and wife, Gay M. Howey, hereinafter collectively called the Developer, and Henry Wilson Rigbins and wife, Ethel Knight Rigbins (the owners of Lot # 17), are all of the owners of the lots in Hampton Meadows, a subdivision located in Union County, North Carolina, in accordance with the plats thereof recorded in Plat Cabinet B, File 85B, File 86A, File 86B, File 87A and File 92A, of the Union County, North Carolina Registry; and

WHEREAS, the Developer, in order to assure that there is a harmonious and continuous plan and development of Hampton Meadows and further to assure that all lots in the said subdivision will be governed by a single and uniform plan, which plan will be binding upon the heirs, successors and assigns of each present and future lot owner, which plan shall limit the use of all lots as shown on the aforesaid recorded plats; and

WHEREAS, the owners desire to make the said lots, as shown on the said plats, subject to the covenants and restrictions hereinafter stated, and to make the said covenants and restrictions run with the land;

NOW, THEREFORE, in consideration of the Premises, the owners, for themselves and their heirs and assigns, hereby restricts the use of the aforesaid lots to the following covenants and restrictions:

1. No manufactured home shall be placed on any lot unless such manufactured home is at least thirteen (13) feet seven (7) inches in width and sixty (60) feet in length including tongue. All multi-section manufactured homes or modular homes will be a minimum of forty-four (44) feet (including tongue) in length. Each home placed in Hampton Meadows shall conform in size to the requirements of the lot on which it is placed as determined by the usable area.
2. No manufactured home shall be placed on any lot unless such manufactured home has been manufactured by a company engaged in the construction of manufactured homes. All manufactured homes placed on any lot must have been constructed in accord with the Manufactured Housing Construction and Safety Standards effective as of June 15, 1976, and the seal certifying such must be on each home. It is the intention of this restriction to prohibit the setting of any "homemade" manufactured home on any of the aforesaid lots and to assure that all homes meet the National Manufactured Housing Construction and Safety Code. No manufactured home constructed prior to 1976 will be permitted to be placed on a lot. It is the intention of this restriction to permit only new homes to be sited in Hampton Meadows and that a positive, uniform, living environment will be assured for each resident. It will be expected of each homeowner to keep their home in a clean and neat outside appearance.
3. This subdivision is not restricted against conventional permanent houses as long as each house has a minimum of 1050 square feet of heated floor space on ground level. No shell homes will be permitted. All conventional permanent houses must be built on a solid foundation.
4. All lots are restricted to occupancy by a single family. Leasing or subleasing of a manufactured home or a lot to a party other than the buyer or purchaser of a lot shall be prohibited. There shall be no subdivision of any lot or group of lots and no lot or group of lots shall be used as a roadway.

Prepared by & Witnessed by
Deborah Green & Lee, P.A.
Attorneys At Law
P. O. Drawer 333
Mebane, N. C. 29110

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5. Set back regulations on all lots will be as follows: All homes will have a minimum set back of forty (40) feet from the front property line. Side property line minimum set back will be twelve (12) feet on either side with a total side line set back of twenty-four (24) feet. The rear property line minimum set back will be forty (40) feet. Provided further that no home placed on any lot shall violate any applicable county zoning set back regulations.
6. No home shall be placed on any lot unless the home has complete sanitary facilities, which include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said home on a lot. No outdoor toilet or privy shall be constructed or used on any lot.
7. All buyers or purchasers of lots, including their heirs, successors and assigns, shall be required to use and pay for water service as provided by Union County. In conformity herewith, all buyers or purchasers of lots shall pay all required deposits or tap-on fees to the county prior to moving any home onto any lot in said subdivision, and also to pay promptly all monthly charges for service. Septic tanks located on or used on any lot of this subdivision shall only be used in accordance with all State and County regulations and shall be used only if county sewer is not available.
8. Wade H. Howey, Jr. will not be responsible for accidents or any other detrimental acts in this subdivision.
9. No cabanas, pump houses, garages, utility buildings or other additions shall be constructed on any of the said lots unless such additions or accessory buildings are compatible with the architectural restrictions set forth in Exhibit "A" attached hereto and to the factory manufactured homes permitted in Hampton Meadows.
10. No poultry, fowl, horse, cow, sheep, goat or animal other than household pets shall be kept, harbored or bred on any of the said lots or within any home situated thereon. Household pets are herein described to be cats, dogs, parakeets and other small domestic animals of a similar nature. Household pets may not be kept, bred or maintained for any commercial purpose. All dogs shall be contained in an enclosed area or shall be kept on a hand leash and must not be allowed to become a nuisance, by barking or otherwise disturbing the neighbors.
11. No garbage or trash shall be burned on any lot and no lot shall be used or maintained as a dumping ground for rubbish. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash or other refuse is collected not less than weekly by a refuse collector.
12. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public in violation of applicable State laws or Union County ordinances.
13. No commercial advertising or display signs shall be permitted within the subdivision, except that the owner of each lot may erect such temporary advertising and display signs as may reasonably be required for the sale of the lot and any manufactured home permanently affixed thereto.
14. The buyer or purchaser of each lot, whether it shall be occupied or not, shall keep the lot mowed regularly, and weeds cut regularly, including that area from the front lot line to the edge of the paved street, and clear of any unsightly objects, and in the event that the buyer or purchaser of any lot within the said subdivision breaches this restriction, Wade H. Howey, Jr. reserves the right to enter upon the said lot and mow the grass, clean up the lot and remove unsightly structures and objects, and the cost of such work shall become a lien upon the

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said lot, and the buyer of said lot shall be liable for the payment of said costs plus interest to Wade H. Howey, Jr.

15. Where lots border on or contain ditches, ponds, drainage canals, swales and lakes, the buyer of each lot shall keep that area, including the slopes down to the edge of the water, moved and maintained regularly. Washouts or erosions on the lots shall be properly restored by the respective lot buyer.

16. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street. Any noise caused by any work being done must be minor and not offensive or disturbing to neighbors.

17. All boats and travel or utility trailers shall be stored and placed in a garage, carport or on the rear of the subject lots.

18. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, and sandboxes, toys, etc. shall be located in the rear yard home of the home and not in the front yard and must be kept in neat order.

19. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No inoperable or unlicensed motor vehicles shall be parked on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk or abandoned cars being located in the subdivision.

20. All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport or garage.

21. All manufactured homes shall have a permanent foundation consisting of a continuous masonry foundation unpierced except for required ventilation and access shall be installed under all elements of the building. Footings for walls shall be below the frost line. Installation shall include a positive surface water drainage away from the home. The buyer shall have sixty (60) days after the manufactured home is placed on the lot to comply with this restriction.

22. Temporary wood steps may be employed in conjunction with initial placement of a manufactured home, but must be replaced by a permanent set of steps within sixty (60) days after placement of the home within the subdivision, and temporary steps must be immediately removed from the lot.

23. The right is reserved to Wade H. Howey, Jr., or his duly authorized representative, to make periodic inspections of the lots in said subdivision, after reasonable notice has been given to the owners of said lots.

24. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner of any lot shown on the above-referred to recorded plats and shall be binding for a period of thirty (30) years from the date of these covenants and restrictions, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument signed by a majority of the then owners of the lots in the said subdivision.

25. Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to access for damages.

26. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

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27. Wade H. Howey, Jr. hereby reserves unto himself, his heirs and assigns, a perpetual and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone gas, water or other public conveyances or utilities, which easements shall be for a width of ten (10) feet along each rear and side boundary line of each lot shown on the aforesaid recorded plats, together with the right of ingress and egress to and from the lands affected by such easements. Wade H. Howey, Jr. shall have the unrestricted right and power of alienation of and the unrestricted right to release such easements.

28. Failure of Wade H. Howey, Jr., his successors and/or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

29. Wade H. Howey, Jr. reserves the right to subject the real property in this subdivision to a contract with the Union Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to the Union Electric Membership Corporation by the owner of each lot upon which a manufactured home is situated.

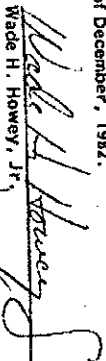
30. No wells or private water systems of any kind will be permitted in this subdivision other than the one installed by Wade H. Howey, Jr.

31. No timber will be cut and/or sold off any lot if the developer has not been paid in full for such lot.

32. In addition to the foregoing covenants and restrictions and to insure the uniform development of the subdivision, the minimum architectural standards set forth in Exhibit "A" attached hereto are incorporated herein as a part of the Hampton Meadows restrictive covenants.

33. Wade H. Howey, Jr., for himself, his heirs and assigns, hereby reserves the absolute unilateral right to amend all or any portion of the above-stated covenants and restrictions, (including the architectural standards set forth in Exhibit "A"), at any time or times, without the consent of any lot owner (s) so long as he shall own thirty (30) or more of the lots on the aforesaid plats of Hampton Meadows.

IN WITNESS WHEREOF, Wade H. Howey, Jr. and wife, Gay M. Howey, and Henry Wilson Riggins and wife, Ethel Knight Riggins, the owners of all property within Hampton Meadows Subdivision, have herunto caused these presents to be executed effective this 20th day of December, 1982.


Wade H. Howey, Jr. (SEAL)


Gay M. Howey (SEAL)


Henry Wilson Riggins (SEAL)


Ethel Knight Riggins (SEAL)

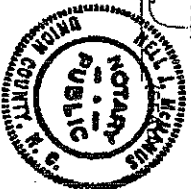
BOOK 362 PAGE 831

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, Nell J. McHanus, a Notary Public, do hereby certify that Wade H. Howey, Jr. and wife, Gay M. Howey, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 20th day of December, 1982.

Nell J. McHanus
Notary Public



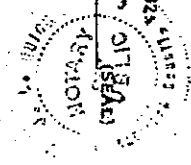
My Commission expires: Aug. 11, 1985

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, St. L. Quirk, a Notary Public, do hereby certify that Henry Wilson Riggins and wife, Ethel Knight Riggins, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 20th day of December, 1982.

St. L. Quirk
Notary Public



My Commission expires: 2/14/87

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate (s) of Bill J McManus, a T.P. of Merrill, NC
St. L. Quirk Notary (Notaries)
Public of Mitchell County, State of NC (are) certified to be correct. Filed for record this the 10th day of January, 1983 at 10:05 o'clock A.M. in Book 362 Page 837.
Mary B. Carriker-Register of Deeds By: Judge B. McManus Deputy

PLAN 3 6 2 PAGE 0 3 2

EXHIBIT "A"

ARCHITECTURAL STANDARDS FOR HAMPTON MEADOWS

- A. Approvals: Each resident/builder must conform to all Union County Ordinances and the State of North Carolina regulations and shall be responsible for obtaining a building permit and all other necessary county approvals.
- B. Siding: All homes must have exterior siding that is either painted or stained wood such as board and batt or board on board or Masonite or simulated stucco or residential grade aluminum lap siding.
- C. Roofing: All homes shall have one of the following types of roof: (1) brown or gray composition asphalt shingles, or (2) wood shake shingles. Minimum roof pitch will be 3/12. All vents must be painted color of roof.
- D. Awnings: If homes are to be sited with awnings or carports, the tops shall be covered with the same material as the roof of the home. If the roof of the home is of asphalt shingles, the tops of the awnings shall be covered with 0.015" aluminum decorative plating (or equivalent) sprinkled with 2 ounce/square foot of Minnesota Mining Company stone granules (or equivalent) so as to match the roof material of the home. Length and width of the awnings shall be as follows:
1. Carport awnings shall be at least ten (10) feet wide and as long as the home.
 2. Patio awnings shall be no less than eight (8) feet wide and no more than ten (10) feet wide, depending on the width of the lot (and a cabana, if installed). Length of the patio awnings shall be at least two-thirds (2/3) as long as the home, except if a tag-a-long or cabana is installed, in which case the awning shall cover that portion of the patio forward of the tag-a-long or cabana.
 3. Homes with free-standing carports or garages must have composition or shingle roofs, but they are not required to have awnings if they have an overhang.
 4. No window awnings will be allowed, however, tinting of windows is permitted.
- E. Facias and Flashing: All homes shall have facias (unflashing) that blend with roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the home and the awnings. This fascia shall be installed completely around the perimeter of the home. Where the home is joined at the roof, the flashing shall be of the same material as the roof.
- F. Air Conditioners: All homes with air conditioning equipment installed shall have such equipment installed at ground level rather than roof-top units.
- G. Concrete Work: Concrete or treated wood decking is the only acceptable material for patios. Other materials are not permitted.
- H. Storage Sheds: Storage sheds shall be placed parallel to the home under the carport awning at the end of the carport nearest the rear of the lot, if provided. Sheds shall be of good manufactured quality made of materials that match or complement the home's exterior. Sheds shall not exceed one hundred (100) square feet of floor area with dimensions not to exceed the following sizes: (1) 5' X 10' or 5' X 20', (2) 6' X 8' or 6' X 16'. All sheds must comply with the Union County regulations for accessory buildings.
- I. Landscaping and Maintenance: Each lot owner shall landscape his or her lot in accordance with a sketch landscape plan submitted to and approved by the developer. Some form of planted ground cover is required (tree bark, colored

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rock or wood chips are not acceptable). Landscaping shall be completed within sixty (60) days of placement of the manufactured home on the lot. It is the obligation of each lot owner to keep and maintain the same in a clean and orderly manner, and all lawns and landscaping must be kept clean, weed-free, watered, trimmed and mowed. All manufactured homes, accessory structures, and other improvements located on each lot shall at all times be kept and maintained in good condition. All sidewalks and driveways with respect to each lot shall be kept and maintained in a safe, clean and orderly manner and condition at the expense of the owner of the lot.

J. Miscellaneous: The following items shall be considered a part of these specifications:

1. All axles, wheels, hubs, tow bars and hitches must be removed from the homes at the time of installation of the home in Hampton Meadows.
2. The utility-connection area shall be camouflaged with material that matches or complements the material of the home; however, free access to the utility area for personnel to reach meters must be maintained.
3. Fences or walls not to exceed six (6) feet in height may be installed in the rear yard only of rear lot. No fence or wall shall be permitted in front or side yards.
4. Entry doors must coordinate with color of home or be woodgrain type (no white).

RECORDED
and
VERIFIED
JBC

BOOK 389 PAGE 721

STATE OF NORTH CAROLINA
COUNTY OF UNION

L. Johnson
Vice

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Wade H. Howey, Jr. and wife, GAY M. HOWEY, hereafter called the DEVELOPER has heretofore recorded Declarations of Restrictions on lots in Hampton Meadows Subdivision as shown in Plat Cabinet B, File 65B, File 66A, File 66B, File 67A, and File 92A, said Declaration of Restrictions having been recorded in Deed Book 362, at Page 827, Union County Register of Deeds.

THAT WHEREAS, the DEVELOPER wishes to lease manufactured housing to persons other than a buyer or purchaser of a lot, which is currently prohibited by the restrictive covenants above set out.

NOW THEREFORE, Wade H. Howey, Jr. and wife, Gay M. Howey, for themselves, their heirs or assigns do hereby amend said Declaration of Restrictions and more particularly Restrictive Covenant Number 4 as shown in Deed Book 362, at Page 827, Union County Register of Deeds, to permit leasing or subleasing of a manufactured home to a party other than the buyer or purchaser of a lot by the DEVELOPER or any other party acting with the prior written consent of DEVELOPER.

This the 31st day of March, 1985.

Wade H. Howey, Jr.
Wade H. Howey, Jr.

Gay M. Howey
Gay M. Howey

Prepared By and Return To
MARY L. MURRILL
P. O. BOX 506
MONROE, N. C. 28110

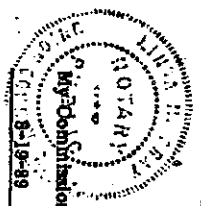
BOOK 389 PAGE 722

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Linda M. Bray, a Notary Public for Union County, and the State of North Carolina do hereby certify that Wade H. Howey, Jr., did appear before me and execute the foregoing document.

This the 31st day of March, 1985.

Linda M. Bray
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Linda M. Bray, a Notary Public for Union County, and the State of North Carolina do hereby certify that Gay M. Howey did appear before me and execute the foregoing document.

This the 31st day of March, 1985.

Linda M. Bray
Notary Public



STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate (s) of Linda M. Bray, State of NC
a Notary Public for the County of Union
is (are) certified to be correct. Filed for record this the 17th day of April, 1985 at 10:15 o'clock A.M. in Book 389 Page 721.
By: Spurlin Chapman Deputy
Harry B. Currier-Register of Deeds

BK 789P6392

STATE OF NORTH CAROLINA
COUNTY OF UNION

050822

RECORDED
and
INDEXED
APR 9 1995
Filed for record 6-14-95
Date
Time 3:20 o'clock P.M.
LIVY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Wade H. Howey, Jr. and wife, Gay M. Howey, hereafter called the DEVELOPERS, have heretofore recorded Declarations of Restrictions on lots in Hampton Meadows Subdivision as shown in Plat Cabinet B, Files 85-B, 86-A, 86-B, 87-A, and 92-A, said Declaration of Restrictions having been recorded in Deed Book 362, at Page 827, Union County Register of Deeds.

THAT WHEREAS, the DEVELOPERS have sold the remaining lots in Hampton Meadows Subdivision to Bowle Motors of Monroe, Inc., hereafter called the COMPANY, and the COMPANY wishes to amend the restrictions, according to the following authoritative language contained within Paragraph #33 thereof:

"Wade H. Howey, Jr., for himself, his heirs and assigns, hereby reserves the absolute unilateral right to amend all or any portion of the above-stated covenants and restrictions (including the architectural standards set forth in Exhibit "A"), at any time or times, without the consent of any lot owner(s) so long as he shall own thirty (30) or more of the lots on the aforesated plats of Hampton Meadows."

NOW, THEREFORE, Bowle Motors of Monroe, Inc., for itself, its heirs or assigns, does hereby amend said Declaration of Restrictions for the Hampton Meadows Subdivision as follows:

1. By deleting that Paragraph designated as Paragraph #1 in said restrictions, and replacing it with a new Paragraph #1, as follows:
 1. No manufactured homes of any type shall be placed on any remaining lot within the Hampton Meadows Subdivision, and any remaining restrictive provisions concerning manufactured homes of any type shall be considered to be amended accordingly, SAVE AND EXCEPT their applicability to the manufactured homes placed within the subdivision before these amendments.
2. By amending that Paragraph designated as Paragraph #16 in said restrictions by deleting the word "major", as follows:
 16. Any mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street. Any noise caused by any work being done must be minor and not offensive or disturbing to neighbors.
3. By deleting that Paragraph designated as Paragraph #17 in said restrictions, and replacing it with a new Paragraph #17, as follows:
 17. All boats and travel or utility trailers shall be stored and placed in a garage or carport.

PREPARED BY AND RETURN TO: Mary I. Merrill, P.A., Post Office Box 506, Monroe, NC 28111

WK 789P6393

4. By deleting that Paragraph designated as Paragraph #19 in said restrictions, and replacing it with a new Paragraph #19, as follows:

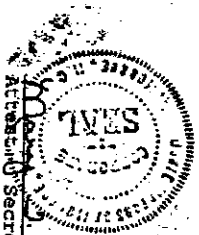
19. All vehicles of any description shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No inoperable or uninsured or unlicensed motor vehicles shall be parked on any lot at any time. IT IS EXPRESSLY STATED that dealer tags are not sufficient to comply with this restriction, and that dealer tags may not be used to circumvent the spirit of this provision requiring vehicles to be insured and licensed by the North Carolina Division of Motor Vehicles.

Except as amended above, the parties hereto ratify and validate the above referenced Restrictive Covenants as originally drafted, and as subsequently amended in Deed Book 389, at page 721, Union County Registry.

This the 12th day of June, 1995.

BOWIE MOTORS OF MONROE, INC.

Ray Powell
President

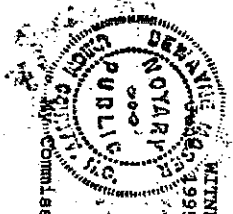


Ray Powell
Assistant Secretary

NORTH CAROLINA
UNION COUNTY

I, Dewayne Moser, a Notary Public for said County and State, do hereby certify that Mary T. Hargetts personally appeared before me this day and stated that she is Secretary of BOWIE MOTORS OF MONROE, INC. and acknowledged, on behalf of BOWIE MOTORS OF MONROE, INC. the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 12th day of June, 1995.



Dewayne Moser
Notary Public

My Commission Expires 3-29-98

The foregoing Certificate of Dewayne Moser, Notary Public for Union County, North Carolina, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

JUDY O. PRICE REGISTER OF DEEDS FOR UNION COUNTY

BY: Shirley Woodrow
Deputy Assistant-Register of Deeds