

RECORDED
and
VERIFIED
10/10

BOOK 345 PAGE 452
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUEY ESTATES, PHASE I & PHASE II



THIS DECLARATION, Made on the date hereinafter set forth by FRA Realty Company, Inc. hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in Jackson Township, Union County, North Carolina, which is more particularly described by plat of James R. Harrington, R.L.S., recorded in Plat Cabinet B File 358, Union County Registry, to which reference is hereby made for a more particular description.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of ingress, egress and regress over the roads within the property for the purpose of providing access to lots owned by the owner for himself, his family, licensees, and invitees, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the maintenance, upkeep and repair to road and road rights of way within the property, WITH the exception of Lots 1, 4, 5 and 8, which State Road #117 only, and does not abut any private subdivision road(s).

(b) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of same, excluding Lots 1, 4, 5 and 8 as heretofore mentioned.

ARTICLE II.

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of a lot shall be a member of the Association, Membership shall be apportionment to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have officers consisting of a President, Secretary, Treasurer and such other officers as the owners should elect, and shall adopt by-laws to govern its ordinary affairs, to which all owners shall be subject.

Section 3. Meetings shall be held on call of the President with not less than ten (10) days nor more than thirty (30) days written notice to the owners, and at least once annually. Voting shall be by majority with fifty (50) percent or more of each class present constituting a quorum.

ARTICLE III.

MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street and right of way maintenance and repair with each lot (with the exception of Lots 1, 4, 5 and 8) to be paid a one-twenty-third (1/23) of the expense. The association shall have such rights and powers as are necessary to collect said assessments including the right to institute civil actions for recovery of same plus reasonable attorneys' fees.

(Book 345 page 453)
Section 2. The Assessments levied by the Association shall be used exclusively to promote the safety and health of the owners by providing well maintained streets and roads within the property.

ARTICLE IV

CONVEYANCE OF ROAD AND ROAD RIGHT OF WAY

Declarant, by deed recorded of even date with this declaration, has conveyed the fee simple ownership of the street(s) rights of way within the property to the Association for the purposes of perpetual ownership and maintenance of the street and right of way as private streets as defined by the Union County Subdivision Regulations.

ARTICLE V

GENERAL RESTRICTIVE COVENANTS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property that the property is hereby made subject to Restrictions as to the use thereof described in Exhibit 'A' attached hereto and incorporated herein by reference as if fully set out. These Restrictions shall run with the property, by whomever owned, for a period of twenty (20) years from the date of March 27, 1981, after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than seventy-five (75) percent of the lot owners, and thereafter by not less than sixty-seven (67) percent of the owners. Any amendment must be duly recorded.

IN WITNESS WHEREOF, FRA REALTY COMPANY, INC. has caused this instrument to be executed in its name by its President and corporate seal affixed thereto and attested by its Secretary, this ___ day of February, 1981.

FRA REALTY COMPANY, INC.

BY: [Signature]
President

ATTEST:
[Notary Seal]
[Signature]
Secretary

STATE OF NORTH CAROLINA-UNION COUNTY

This is to certify that on the 22 day of March, 1981, before me personally came, Edith R. Doster who being by me duly sworn says that she is the Secretary and that F. Ray Alexander is the President of FRA Realty Company, Inc., the corporation described in and which executed the foregoing instrument; that she knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by said president and that said seal was affixed, and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this 23 day of March, 1981.

[Signature]
Notary Public

My-Comm. Expires: 1/23/83
STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate of Edith R. Doster, N.P. of Union County, N.C. is hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book ___ page ___ this ___ day of March, 1981, at ___ o'clock ___ M.

MARY B. CARRIKER, REGISTER OF DEEDS
BY: [Signature]
Assistant/Deputy Register of Deeds

"EXHIBIT A" BOOK 345 PAGE 454
ATTACHEN TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HUEY ESTATES PHASE I & II

1. Description of Property Restricted:

The property which is made subject to these Restrictions set forth are Tracts Nos. 1 through 27 of Huey Estates Phases I and II as shown upon a map thereof recorded in Plat Cabinet 8 File 456 Office of the Registrar of Deeds for Union County, North Carolina.

RESTRICTIONS

1. Each conveyance is made and accepted subject to so much of right of way for public and/or private roads and streets as might be embraced within the perimeter description; and subject to any other rights of way or easements now existing whether or not of record; and,

By the act of accepting and recording a deed of conveyance and without further formality or acknowledgement, the Purchaser for themselves, their heirs, assigns and successors in title, covenant and agree that for a period of twenty (20) years from March 27, 1981, they will not erect nor permit the erection of more than one dwelling and apartment out buildings per subdivision parcel; they will not use nor permit the use of any of above described property for the permanent or semi-permanent placement or erection of any type of shell home, Mobile homes will be allowed on all lots EXCEPT that on Lots Nos. 1 through 8, Phase I, mobile homes must be of double wide dimension, and the mobile home must be underpinned on all sides within six months from the date of placement on respective lot(s); nor will the purchaser(s) allow the lot(s) to be used for any commercial purpose except production of produce and other vegetable crops.

II. Reservation of Right of Way for Private Road:

FRA Realty Company, Inc. reserves a right of way over the front 30 feet of each lot (with the exception of Lots 1, 4, 5 and 8 which abut State Road #117 only, and does not abut any private subdivision road(s)), adjoining the private road as shown on said recorded map for a 60 foot private road for use in common by all the owners of the subject property.

III. Nuisances and Unsanitary Materials:

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unkup conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. No noxious, offensive, or illegal activities shall be carried on upon any lot, nor shall anything be done hereon which may be or become an annoyance or nuisance to the owners of the other lots subject to these Restrictions. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing which will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property, or that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure.

IV. Effective Enforcement of Restrictions:

These Restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of twenty (20) years from March 27, 1981, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten years each, unless by vote of the owners of at least sixty-seven (67) percent of the lots as shown upon said recorded map, it is agreed to change said restrictions, conditions, and covenants in whole or in part:

If any person, firm or corporation hereinafter owning any of the said property shall violate any of the restrictions, conditions, and covenants herein, it shall be lawful for any person, firm or corporation owning

(Book 345 Page 455)

"EXHIBIT A" ~~BOOK 345~~ ~~PAGE 455~~
ATTACHED TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HUEY ESTATES PHASE I & II

Any of the lots restricted hereby to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate such restrictions, conditions and covenants and either to prevent him from so doing, or to recover damages or other dues for such violations.

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.

Drawn By: *Edw. St.*
George A. Ayscue, Attorney
P.O. Box# 865
Monroe, N.C. 28110

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate (s) of *Spencer K. Candler*

Spencer K. Candler

Notary (Necessary)

Public of *Union* County, State of *N.C.* is (was) certified to be correct. Filed for record this the *31st* day of *March*, 19*81* at *3:35* o'clock *P.M.* in Book *345* Page *452*.
By: *Mary B. Carriter-Martin* Deputy
Mary B. Carriter-Register of Deeds