

Prepared by and return to  
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BK 669PG 037

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

RECORDED  
and  
VERIFIED  
*BGS*

RESTRICTIVE COVENANTS

010883

*Plat Amend.  
Plat 1000 Pg. 037  
B. B. B. B.*

WHEREAS, Equity Builders, Inc., a North Carolina corporation of Union County, North Carolina, is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina in Plat Cabinet D, File No. 465.

AND WHEREAS, Equity Builders, Inc., as the owner of said property, now desires for the use of itself, its successors, assigns and future grantees to place and impose certain protective covenants and restrictions on all lots shown in that subdivision known as Ingram Hill Subdivision, Section I, as shown on plat recorded in Plat Cabinet D, File No. 465, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, Equity Builders, Inc., for itself, its successors, assigns and future grantees, do hereby place and impose upon all of said lots 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 shall be erected and maintained on any of said lots with the heated living area of less than 1,600 square feet with two car side load garage or 1800 square feet without garage.
3. In the event of the unintentional violation of any of the building setback lines set forth herein, Equity Builders, Inc., its successors or assigns, 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 the building setback line requirements set forth in this instrument in respect to such lot; 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 80 feet from the state road right of way line.  
No residential building shall be located on any lot nearer to the side lot line than 25 feet, nor nearer the rear lot line than 40 feet.
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 or garages must have a side or rear entrance only. Metal outbuildings will not be permitted.
5. Construction of all residential buildings only shall be built with new materials only, it being the intent of this covenant that only newly constructed homes shall be permitted within this subdivision and the moving existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision is prohibited. No structure placed on any lot shall have an exterior of cement block or concrete.
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 parks shall be allowed or maintained upon any of said lots. One horse per acre shall be permitted on any lot in accordance with the Union County Zoning Ordinance. Otherwise, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes.
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.
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 will be permitted.
11. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items or vehicles deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot except travel trailers, campers or similar recreational equipment which must be parked to the rear of the dwelling and screened from the road by foliage. No commercial vehicles shall be parked on any lot one ton or larger.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot.
13. Wood fences and split-rail fences with woven wire (but not chicken wire) 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 must be approved in writing with Equity Builders, Inc. prior to installation or construction.
14. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the proposed construction on specifications showing the location of the proposed construction on the lot have been approved in writing by Equity Builders, Inc. Equity Builders, Inc. 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 Equity Builders, Inc. fails to accept or reject the same within said 20 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Equity Builders, Inc.' compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Equity Builders, Inc. for construction pursuant to this covenant shall not constitute or be construed as an approval by Equity Builders, Inc. of the structural stability, design or quality of any building. All construction shall be completed within one year from the date construction first begins.
15. No tree being 6 inches or larger in diameter within one foot of ground level may be cut and removed from the property unless essential in order to permit the construction of the home or driveway without permission by Equity Builders, Inc.
- 16(a). Equity Builders, Inc. 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). Equity Builders, Inc. also reserves an easement in and right at any time in the future to grant a 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 16(a) above.

(c). Equity Builders, Inc. 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 16(a) above.

17. Each owner of lots 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 Equity Builders, Inc. Any damage to such installations of Equity Builders, Inc. caused by any failure of any owner of a lot shall be repaired by such owner who shall save Equity Builders, Inc. harmless from any loss or liability whatsoever on account thereof.

18. 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.

19. 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.

20. Until seventy-five percent (75%) of said lots have been sold and conveyed by Equity Builders, Inc., Equity Builders, Inc. shall have the right and authority to amend said restrictions in any and all respects, including the cancellation thereof, and to delete any or all of said lots from the effect of these restrictions. However, after the sale of seventy-five percent (75%) of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

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 seal in its name, this the 15th day of November, 1993.

(CORPORATE SEAL)



Secretary: [Signature]  
Secretary

EQUITY BUILDERS, INC.

By: [Signature]  
[Signature]  
Title

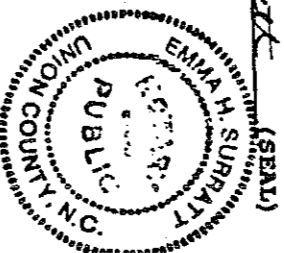
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STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

I, Emma H. Surratt, a Notary Public, do hereby certify that Janet L. Konechky personally came before me this day and acknowledged that she is Secretary of Equity Builders, Inc. and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and notarial seal, this 15<sup>th</sup> day of November, 1993.

*Emma H. Surratt* (SEAL)  
Notary Public



My Commission expires: August 9, 1997

NORTH CAROLINA - Union County  
The foregoing certificate(s) of Emma H. Surratt Notary Public of Union

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is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 069 Page 37  
this 15 day of Nov. 1993 at 2:55 o'clock P. M.

By: Judy G. Price Register of Deeds Assistant Deputy