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STATE OF NORTH CAROLINA  
COUNTY OF UNION

RESTRICTIVE COVENANTS

RECORDED  
and  
VERIFIED  
*BRS*

WHEREAS, Douglas G. Frick and wife, Judy S. Frick of Union County, North Carolina, are the owners of certain tracts of land located in Union County, North Carolina, as shown on a plat thereof recorded in Office of the Register of Deeds of Union County, North Carolina in Plat Cabinet B, File No. 237A.

AND WHEREAS, Douglas G. Frick and wife, Judy S. Frick, as the owners of said tracts of land as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on Lots 11-42 shown in that subdivision known as Jackson Woods Subdivision, Phase II, as shown in Plat Cabinet B, File No. 237A, Union County Register of Deeds.

NOW THEREFORE, in consideration of the premises herein, Douglas G. Frick and wife, Judy S. Frick, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all of said tracts the following restrictions:

1. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,200 square feet. Any one and one-half story dwelling, two-story dwelling or trilevel or split level type dwelling erected or maintained on any of said tract shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,100 square feet. Any multi-level, or multi-story dwelling must have a minimum of 800 square feet of heated living area at the ground level.
3. Carports or garages 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 tract.
4. 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 on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.
5. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes.

7. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

8. 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No trucks consisting of more than two axles are classified with the gross weight greater than 8,000 pounds will be permitted to be housed, parked or to remain in the neighborhood on a permanent or semi-permanent basis (examples: week-end parking).

10. 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 premise within the subdivision.

11. No freestanding antenna or satellite dish shall be permitted on any lot.

12. 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.

13. 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.

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 have caused these presents to be signed and sealed in their names, this the \_\_\_\_\_ day of

February \_\_\_\_\_, 1988.

  
Douglas G. Frick (SEAL)

  
Judy E. Frick (SEAL)