

Ref 775-217- R/C

Remarks: *Moss Lane Construction & Realty Co., Inc.*  
P.O. Box 350  
*Mineral Springs, N.C. 28108*

NORTH CAROLINA  
UNION COUNTY

RECORDED  
and  
VERIFIED  
*EGS*

BK750PG352

*Referenced  
therein*

Filed for record 11-28-94  
Date 11-28 o'clock A. M.  
Time 11:30  
BY ARMY G. PRIDE, Register of Deeds  
of Union County, North Carolina

RESTRICTIVE COVENANTS  
LEGACY ON THE LAKE SUBDIVISION

WHEREAS, #1 Development Company, (hereinafter called Developer) is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Legacy on the Lake Subdivision and recorded in Plat Cabinet D File Number 811 in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

1. The lots in said subdivision shall be used for single family detached residential purposes only.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Developer (the term Developer, when used herein shall include its heirs and assigns) as to harmony of external design and location in relation to surrounding structures and topography. Developer reserves the right to appoint an agent for architectural control and to delegate responsibility for such approvals to said person. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required.
3. Except as hereinafter provided a two car garage shall be constructed with the residence building on each lot. All garage doors or garage openings shall enter from the side lot line or front the rear lot line. No residence shall be constructed on lot numbers 14, 15, 16, 17, 18 and 19 (which are lake front or lake view lots) having less than 2,500 heated square feet (plus the two car garage). No residence shall be constructed upon lot numbers 11, 12, 13, 20, 21 and 22 containing heated floor area of less than 1,900 square feet (plus the two car garage) for a one story single level structure; 2,100 square feet (plus the two car garage) for a split level dwelling; 2,300 square feet (plus the two car garage) for a two story dwelling. No residence shall be

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constructed upon lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 containing heated floor area of less than 1,800 square feet (plus the two car garage) for a one story single level dwelling; 1,900 square feet (plus the two car garage) for a split level dwelling; 2,000 square feet (plus the two car garage) for a two story dwelling. Basements are allowed but shall not be considered in meeting the minimum heated square feet requirement.

4. No trailer, modular home, mobile home, tent, shack, barn or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior construction of brick or stucco siding. Concrete block may be used for the foundation, but must be covered by brick veneer or stucco.

5. Any detached outbuildings approved by the Developer shall be erected to the rear of the main dwelling and no closer than 15 feet from a side line or rear line which joins the perimeter of the subdivision, seven and one-half (7 1/2) feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty (60) feet from the center of any side street.

6. No dwelling shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat, nor nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.

7. Garages and outbuildings may be constructed only of a material and design substantially similar to the materials and design of the dwelling. Subject to the approval contained in paragraph 2 above.

8. Easements fifteen (15) feet in width along the perimeter of the subdivision and seven and one-half (7 1/2) feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

9. Construction of new dwellings only shall be permitted, it being the intent of this covenant and restriction to prohibit the moving of any existing building or portion thereof on a lot and remodeling or covering the same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction, provided, Developer may give written consent to extensions of time due to circumstances reasonable beyond the control of the owner of said lot.

10. No chain-link fences shall be permitted within the subdivision except as may be necessary to enclose tennis courts

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or other similar amenities, and even then, if chain link fence is used, it must, itself, be adequately and thoroughly screened from view by appropriate landscaping and plant-life.

11. Satellite dishes must be fully enclosed or surrounded by an appropriate structure (see Paragraph 2 above), or by shrubbery and/or trees of sufficient size and height so as to screen said satellite dishes from view.

12. Only concrete drives shall be allowed serving any dwelling in the subdivision.

13. 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.

14. No subdivision of any lot will be permitted without the prior written consent of #1 Development Company, its successors or assigns.

15. The grounds and shrubs shall be kept neatly trimmed at all times and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular or frequent basis; provided, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners may be kept on said lot provided the same are parked to the rear of said lot and away from public view.

16. 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, to include, but not limited to, the discharge of firearms, firecrackers and similar activities, and no animals or poultry of any kind may be kept or maintained on any of said tracts except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes.

17. More than one lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lines of such combined or re-subdivided lots.

18. No right of way or easement for egress and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the subdivision's streets without the express

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written approval of the Developer.

19. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on 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 failure of any owner of a lot shall be repaired by such owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

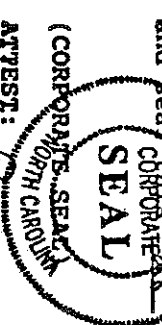
20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer other than the property described herein.

21. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, the prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

22. These Restrictive Covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy-five percent (75%) of the then owners of the lots shown upon the aforesaid subdivision map, provided, however, Developer reserves the right to amend, delete or change these Restrictive Covenants, in whole or in part until fifty percent (50%) of the lots in said subdivision have been sold and further reserves the right to waive any setback restrictions herein contained which is inadvertently violated up to ten percent (10%) of the setback restriction.

23. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

WITNESSETH, the Developer has hereunto set his hand and seal this 15th day of November, 1994.



Developer: [Signature] (SEAL)  
#1 Development Company (President)

WITNESSETH, the Secretary  
[Signature]  
Secretary

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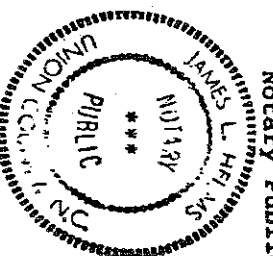
NORTH CAROLINA  
UNTON COUNTY

I, JAMES L. HELMS, Notary Public for said County and State, certify that Julie M. Lockman personally came before me this day and acknowledged that she is President of #1 Development Company, a corporation, 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 Heather Rosen as its Secretary.

Witness my hand and notarial seal, this the 28th day of November, 1994.

James L. Helms  
Notary Public

(SEAL)  
My commission expires: 8-18-96



NORTH CAROLINA - Union County James L. Helms  
The foregoing certificate of ..... Trish C. K.C.  
..... Notary Public of .....

.....  
.....  
.....  
is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 750 Page 352  
This 28th day of November 19 94 at 11:46 o'clock A. M.  
By: Shirley A. Madeline Assistant Deputy  
JUDY G. PRICE, REGISTER OF DEEDS

BK 775 PG 217

*Revised*  
*2/27/95*

Mail to: #1 Development Corp.

P.O. Box 387  
Mineral Springs, NC 28108

Filed for record 4-1-95

Date 11-25 o'clock A. M.  
JOY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

NORTH CAROLINA  
UNION COUNTY

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RESTRICTIVE COVENANTS  
LEGACY ON THE LAKE SUBDIVISION

WHEREAS, #1 Development Company, (hereinafter called Developer) is the owner of a certain tract/of land located in Union County, North Carolina, as shown on a plat thereof entitled Legacy on the Lake Subdivision and recorded in Plat Cabinet 2 File Number 511 in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

1. The lots in said subdivision shall be used for single family detached residential purposes only.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Developer (the term Developer, when used herein shall include its heirs and assigns) as to harmony of external design and location in relation to surrounding structures and topography. Developer reserves the right to appoint an agent for architectural control and to delegate responsibility for such approvals to said person. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required.
3. Except as hereinafter provided a two car garage shall be constructed with the residence building on each lot. All garage doors or garage openings shall enter from the side lot line or front the rear lot line. No residence shall be constructed on lot numbers 13, 14, 15, 16, 17, and 18 (which are lake front lots) having less than 2,500 heated square feet (plus the two car garage). No residence shall be constructed upon lot numbers 10, 11, 12, 19, 20 and 21 containing heated floor area of less than 1,900 square feet (plus the two car garage) for a one story single level structure; 2,100 square feet (plus the two car garage) for a split level dwelling; 2,300 square feet (plus the two car garage) for a two story dwelling. No residence shall be

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and  
VERIFIED  
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constructed upon lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 22, 23, 24, 25, 26, 27, 28, 29 and 30 containing heated floor area of less than 1,800 square feet (plus the two car garage) for a one story single level dwelling; 1,900 square feet (plus the two car garage) for a one and one-half story dwelling; 2,000 square feet (plus the two car garage) for a two story dwelling. Basements are allowed but shall not be considered in meeting the minimum heated square feet requirement.

4. No trailer, modular home, mobile home, tent, shack, barn or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior construction of brick or stucco siding. Concrete block may be used for the foundation, but must be covered by brick veneer or stucco.

5. Any detached outbuildings approved by the Developer shall be erected to the rear of the main dwelling and no closer than 15 feet from a side line or rear line which joins the perimeter of the subdivision, seven and one-half (7 1/2) feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty (60) feet from the center of any side street.

6. No dwelling shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat, nor nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.

7. Garages and outbuildings may be constructed only of a material and design substantially similar to the materials and design of the dwelling. Subject to the approval contained in paragraph 2 above.

8. Easements fifteen (15) feet in width along the perimeter of the subdivision and seven and one-half (7 1/2) feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

9. Construction of new dwellings only shall be permitted, it being the intent of this covenant and restriction to prohibit the moving of any existing building or portion thereof on a lot and remodeling or covering the same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction, provided, Developer may give written consent to extensions of time due to circumstances reasonable beyond the control of the owner of said lot.

10. No chain-link fences shall be permitted within the subdivision except as may be necessary to enclose tennis courts

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or other similar amenities, and even then, if chain link fence is used, it must, itself, be adequately and thoroughly screened from view by appropriate landscaping and plant-life.

11. Satellite dishes must be fully enclosed or surrounded by an appropriate structure (see Paragraph 2 above), or by shrubbery and/or trees of sufficient size and height so as to screen said satellite dishes from view.

12. Only concrete drives shall be allowed serving any dwelling in the subdivision.

13. 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.

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15. The grounds and shrubs shall be kept neatly trimmed at all times and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular or frequent basis; provided, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners may be kept on said lot provided the same are parked to the rear of said lot and away from public view.

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18. No right of way or easement for egress and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the subdivision's streets without the express



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written approval of the Developer.

19. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on 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 failure of any owner of a lot shall be repaired by such owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developer other than the property described herein.

21. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, the prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

22. These Restrictive Covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy-five percent (75%) of the then owners of the lots shown upon the aforesaid subdivision map, provided, however, Developer reserves the right to amend, delete or change these Restrictive Covenants, in whole or in part until fifty percent (50%) of the lots in said subdivision have been sold and further reserves the right to waive any setback restrictions herein contained which is inadvertently violated up to ten percent (10%) of the setback restriction.

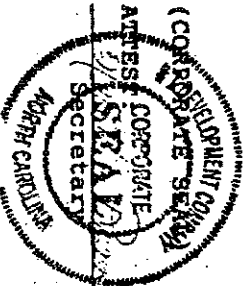
23. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument 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 Developer has hereunto set his hand and seal this 7th day of October, 1995.

Developer:

*Richard W. Walker*  
#1 Development Company

(SEAL)



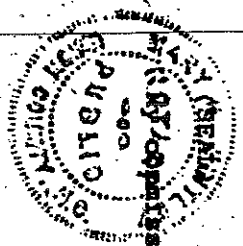
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NORTH CAROLINA  
UNION COUNTY

I, Mary H. Whitley, Notary Public for said County and State, certify that Mary H. Whitley personally came before me this day and acknowledged that he is the President of #1 Development Company, a corporation, 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 Notary as its Secretary.

Witness my hand and notarial seal, this the 2<sup>nd</sup> day of April, 1995.

Mary H. Whitley  
Notary Public



My Commission expires: 9/21/98

NORTH CAROLINA - Union County  
The foregoing certificate of Mary H. Whitley,  
Notary Public of Union Co. N.C. is certified to be

correct. This instrument was presented for registration and recorded in this office at Book 795, Page 217 this 7<sup>th</sup> day of April, 1995 at 11:25 o'clock A.M.

JUDY G. PRICE, REGISTRAR OF DEEDS  
By: Judy G. Price Asst. R.D.