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Subject: ~~2010~~ River Chase ~~Drive~~  
From: "susan thompson" <STHOMPSON21@CAROLINA.RR.COM>  
Date: Tue, Apr 27, 2010 12:11 pm  
To: <loandocs@vereckey.com>

The HOA dues are \$75 annually and ~~MS-14001 has 2010 dues in full~~

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704-995-01312 \*

204-989-0701

Ref: 865-831 A Fine Avenuede Homeowners Assn Inc

RECORDED  
and

VERIFIED  
BRS

BK 84 9 PG 398

Paid for record 8-6-96  
Date 7-20-96  
Time 2:30 P.M.  
Tina G. Price, Register of Deeds  
Union County, North Carolina

REV. 3/5/96

216

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS  
RIVER CHASE SUBDIVISION

WHEREAS, DAN MOSER COMPANY of Mineral Springs, North Carolina, is the owner of a certain tract of land located in Deer Creek Township, Union County, North Carolina and described in plat recorded in the office of the Register of Deeds of Union County, North Carolina, in Map Book E, Page 309 F 210 and designated as RIVER CHASE SUBDIVISION;

WHEREAS, DAN MOSER COMPANY now desires for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan Moser Company for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose the following restrictions included in the subject property the following restrictive covenants.

1. No dwelling erected on a lot or any reconfiguration of one or more contiguous lots shall contain less than 1,000 Sq. Ft. of enclosed heated living area. Dan Moser Company reserves the right to review and approve any residential blueprints. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building.

2. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the above referenced plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Dan Moser Company for their Company, its successors and assigns reserves the right to create and impose additional easements or rights-of-way over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than 40 feet from the street right-of-way line of street on which the lot fronts, nor nearer than 22 feet to a side street line. Notwithstanding the foregoing, if the set back lines shown on the plat recorded in Plat Cabinet E, File: 209 of the Union County Registry are more restrictive than the 40 feet required above, the more restrictive set back requirements of the recorded plat shall govern. No residential building shall be located on any lot nearer than 40 feet from the rear of the lot on lots contiguous to outside boundaries, and 30 feet from the rear of the lot on interior lots. No residential buildings shall be located on the lot nearer than 12 feet from any side lot line.

NOTE: In case of a conflict, all setbacks shown on recorded Plat will control.

Prepared by:  
Dan A. Moser Construction  
P.O. Box 350  
Mineral Springs NC 27108

865-881 - Declaration Covenants Conditions Restrictions  
865-889 - Amend  
905-400 - Supp  
902-661 - Cancellation  
905-402 RD Road Agmt

4. Only household pets may be kept on a lot, and such animals cannot be kept, raised, or bred for any commercial purposes. No savage animals shall be kept or maintained on any lot or in any dwelling. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.
5. All homes to have poured concrete driveway a minimum of ten (10) feet in width to begin at curb and extend at least to the front foundation area of the house.
6. All lots shall be used solely for a single family residential purpose only and no buildings shall be erected, placed, or permitted to remain on a lot or any reconfiguration of one or more contiguous lots other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.
8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the front corners of any dwelling erected on the lot:
  - (a) boats and boat trailers;
  - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs;
  - (c) swimming pools; Jacuzzis or hot tubs;
  - (d) trampolines;
  - (e) fences or walls.
9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, curbside or parking pad. This paragraph does not preclude occasional overflow parking for guests or other reasonable purposes.
10. No brick malthouses are to be built by the original contractor or the homeowner that would infringe upon any of the street right of ways which are listed on the recorded plat in the Union County Registry until such time that N.C.D.O.T. takes over all of the roads for maintenance.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.
12. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.
13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an area thereon which may be or become an annoyance or nuisance to any owner of all or part of the property herein described.
14. No lot or lots shall be combined or reconfigured without the prior written consent of Dan Moser Company, its successors and assigns.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of RIVER CHASE SUBDIVISION sign and record an agreement terminating these covenants.

16. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of RIVER CHASE SUBDIVISION.

17. The invalidation or unenforceability of any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

18. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Map Book E 209 c 212 of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book E 209 c 212.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the day of March, 1996.

DAN MOSER COMPANY

By: Paul E. Moser  
President



BK 84 9P64 01

NORTH CAROLINA  
UNION COUNTY

I, Brenda B. Jordan, a Notary Public of said County and State,  
verify that Sharon Bell personally came before me this day and  
acknowledged that she is Secretary of Dan Moser 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 Paul Moser, Genl. Mgr. ~~Genl. Mgr.~~ sealed with its corporate seal, and  
attested by herself as its Secretary.

Witness my hand and official stamp or seal, this the 14th day of  
MARCH, 1996.

Brenda B. Jordan  
Notary Public

My commission expires Sept. 11, 1996 Expires 9-23-97

The foregoing certificate(s) of  
Brenda B. Jordan  
1177 Haverhill St  
is/are certified to be correct. This instrument  
and certificate are duly registered at the date  
and time and in the Book and Page shown on  
the first page hereof.

Judy G. Price BY: Judy G. Price RD  
Register of Deeds  
Union County, NC  
Assistant/Deputy

See Amendment  
BK 265 pg. 829

Per Jeff. P. 400  
PK 205



BK850PR287

Filed for record 3-11-96  
Date 3-11-96  
Time 3:03 PM  
JAY G. PRICE, Register of Deeds  
Union County, Missouri, North Carolina  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER CRANE SUBDIVISION  
Meredith Jones 38108  
P.O. Box 350

THIS DECLARATION, made on the date hereinafter set forth by Dan L. Moser Construction & Realty Co., Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Monroe Township, Union county, North Carolina, which is more particularly described by plat of Walter Gordon, NCRLS, recorded in plat Cabinet E, at Piles 209 and 210, Union County Registry, to which reference is hereby made for a more complete 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 thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to the River Chase Homeowners Association, its successor and assigns.  
Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including title to sellers, but excluding those having such interest merely as security for the performance of an obligation.  
Section 3. "Property" shall mean and refer to that certain real property shown on plat by Walter Gordon, NCRLS, recorded in plat Cabinet E, File No. 209 and 210, in the office of the Union County Register of Deeds. Additional property may be added by Supplemental Declarations.  
Section 4. "Lot" shall mean and refer to any plot of land shown upon said recorded subdivision plat.  
Section 5. "Declarant" shall mean and refer to Dan L. Moser Construction & Realty Co., Inc. Its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

905-400 Ad Mount Agent  
849-398 Declaration

BK850PG288

**ARTICLE II  
PROPERTY RIGHTS AND ASSOCIATION'S DUTIES**

**Section 1.** Owner's Easements of Enjoyment. Every owner shall have a right 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 and every owner shall have a right and easement to the recreational areas:

(a) the right of the Association to charge reasonable fees for the maintenance, upkeep and repair to roads and right of way within the property;

(b) the right of the Association to suspend the voting rights of an owner for any reason during which any assessment against his lot remains unpaid and enforce collection of same.

**Section 2.** Association shall, in addition to responsibility for road maintenance, provide social and recreational programs for the benefit of the owners.

**ARTICLE III  
MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS**

**Section 1.** Every owner of a lot which is subject to assessment 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. The Homeowners' Association shall dictate the reasonable and necessary dues.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Class B.** Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) March 1, 1998.

**Section 3.** 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 4.** Meetings shall be held on call of the president with no less than ten (10) nor more than thirty (30) day written notice to the owners, and at least once annually. Voting shall be by constituting a quorum.

ARTICLE IV  
MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street and right of way maintenance and of the with each lot to bear a one-twenty-ninth (1/29th) share 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.

Section 2. The assessments levied by the Association shall be used exclusively to promote the safety and welfare of the owners by providing well maintained streets and roads within the property.

ARTICLE V  
GENERAL RESTRICTIVE COVENANTS

Declarant does hereby covenant and agrees with all persons, firms, or corporations hereafter acquiring title to any portion of the property that the property is hereby made subject to restrictions recorded in Book 849 at Page 398 in the Union County Public Registry. These restrictions shall run with the property, by whomsoever owned, for a period of thirty (30) years from the date of this declaration, after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be duly recorded.

IN WITNESS WHEREOF, Dan L. Moser Construction & Realty Co., Inc. have hereunto set their hands and seals, this \_\_\_th day of \_\_\_\_\_, 1996.

DAN L. MOSER CONSTRUCTION & REALTY CO., INC.



PRESIDENT

ATTEST: *[Signature]*



STATE OF NORTH CAROLINA  
COUNTY OF *[Signature]*

I, *[Signature]*, a Notary Public of the County and State aforesaid, certify that *[Signature]* personally came before me this \_\_\_ day and acknowledged that



BK850PG290

*S* is secretary of Dan L. Noser Construction & Realty Co. Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, and foregoing instrument was signed in its name by its President, the sealed with its corporate seal and attested by its Secretary.

WITNESS MY HAND AND OFFICIAL STAMP THIS 2<sup>TH</sup> DAY OF Nov, 1996.

SEAL

*Catherine C. Hunter*  
NOTARY PUBLIC

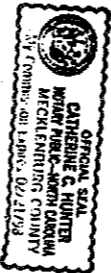
STATE OF NORTH CAROLINA  
COUNTY OF Wilson

The foregoing certificate of Catherine C. Hunter, Notary Public for the county of Wilson, State of North Carolina, is certified to be correct. Filed for record this the 4th day of Nov, 1996 at 3:00 PM. in Book 850 at page 287.

JUDY G. PRICE

, Register of Deeds BY: *Judy G. Price*

Prepared by: Catherine C. Hunter  
Attorney at Law  
1515 Elizabeth Ave.  
Charlotte, NC 28204





BK865PF830



DAN L. MOSER CONSTRUCTION & REALTY  
CO., INC.

ARTIST:  
*Cindy Whitley*  
Cindy Whitley,  
Asst. Secretary

*D L Moser*  
Dan L. Moser, President

NORTH CAROLINA, Mecklenburg County.  
I, a Notary Public of Union County and State aforesaid,  
certify that Cindy Whitley personally came  
before me this day and acknowledged that she is Assistant secretary  
of DAN L. MOSER CONSTRUCTION & REALTY CO., INC., a North Carolina  
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 her as its Secretary. Witness my hand and official  
stamp or seal, this 1st day of May,  
1996.

*Joey W. Hay*  
Notary Public Inc.  
Commission Expires: 10-31-98

*The foregoing certificate is  
correct and true to the best of my  
knowledge and belief and I am duly  
qualified to perform the duties  
of my office.*  
Judy G. Price BY: *Judy G. Price*  
Register of Deeds  
Union County, NC



names and addresses of the persons who are to serve as directors until the first meeting of the membership, or until their successors and assigns are elected and qualified are:

Joey Haywood, 5817 Highway 75, P.O. Box 350  
Mineral Springs, NC 28108

Cindy Whitley, 5817 Highway 75, P.O. Box 350  
Mineral Springs, NC 28108

Dan L. Moser, 5817 Highway 75, P.O. Box 350  
Mineral Springs, NC 28108

6. The address of the initial registered office of the corporation is 5817 Highway 75, P.O. Box 387, Mineral Springs, Union County, North Carolina, 28108, and the name of the initial registered agent at such address is Joey Haywood.

7. The corporation shall have members upon such conditions and classifications as provided in the bylaws: provided, each member shall be entitled to one vote on each matter submitted to a vote of the membership, including the election of directors, and member shall not have the right of cumulative voting in the election of directors. Membership is appurtenant to and inseparable from ownership of each lot. Membership is appurtenant to and inseparable from ownership of each lot.

8. Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Superior Court of county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

9. Amendment of these articles of incorporation requires the approval of at least 2/3 vote of the lot owners.

10. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, requires prior approval of HUD/VA as long as there is a Class B membership.

11. The name and address of the incorporator is Catherine C. Hunter, 1515 Elizabeth Ave., Charlotte, NC 28204.

IN WITNESS WHEREOF, the undersigned has set his hand seal, this 15 day of Nov, 1996.

Joe P. Moore (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF UNION

THIS IS TO CERTIFY THAT on the 15 day of Nov, 1996, before me, a Notary Public, personally appeared Dan L. Moser, who, I am satisfied, is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 15 day of Nov, 1996.

My Commission Expires: 10/31/98



The foregoing certificate(s) of Deed  
H. Harvey N. P. of Helen G. N.C.  
is/are certified to be correct. This instrument  
and certificate are duly recorded at the date  
and time and in the Book and Page shown on  
the first page hereof.  
Judy G. Price BY: W. J. S. Madame  
Register of Deeds Assistant/Deputy  
Union County, NC