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Drawn by & return to: R. Kenneth Hains, Jr. (pen), P. O. Drawer 99, Moore, NC 28111-0099

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 10/20/96  
Time 10:00 of Clock AM  
JUDY G. HALL, Register of Deeds  
Union County, Moore, North Carolina

**RESTRICTIVE COVENANTS**

WHEREAS, Teddy Mae Baucum and wife, Peggy H. Baucum (hereinafter "developers") own certain real estate which is located in Union County, North Carolina, and shown on plat entitled "The Vineyard" and recorded in the office of the Union County Register of Deeds in Plat Cabinet E, File 422 and 089949

WHEREAS, said developers desire to place and impose certain protective covenants and restrictions on the properties described on the plat recorded in Plat Cabinet E, File 422 Union County Registry.

NOW, THEREFORE, in consideration of the premises, developers hereby declare 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 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 and the undersigned, for themselves, their successors, assigns, and future grantees, do hereby place and impose upon the abovescribed property the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and upon any further subdivision, shall hereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter unless such subdivision shall result in lots of not less than one acre each.
2. 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.
3. 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 1,650 square feet. Any one and one-half story dwelling, two-story dwelling, or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,450 square feet. The exterior of said dwellings shall be all brick or stone; provided, other building materials may be used on eaves in roof, dormers, or any other area provided said areas do not exceed a combined twenty percent (20%) of the exterior surface.

DAVID W. CALDWELL,  
JEROME, ILL.  
A. BRINK, P.A.,  
ATTORNEYS-AT-LAW  
NORFOLK, VA.

excluding the roof, windows, and doors. Any multi-level, or multi-story dwelling must have a minimum of 800 square feet of heated living area at the ground level. Said single-family dwellings shall have an attached two-car garage. A garage door shall be required on all garages.

4. Any outbuildings qualifying under Paragraph 2 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.

5. Each residence must have a driveway constructed of concrete, asphalt, or brick at the same time the residence is constructed.

6. There shall be an easement located on Lot No. 3 for the purpose of locating a permanent sign containing the name of the subdivision. The easement runs with and is for the benefit of all lot owners in the subdivision, their heirs, executors, and assigns. Said sign shall be erected by the developers and maintained by the developers until such time that the developers own less than twenty percent (20%) of the lots in the subdivision. After said time, the developers will have no further responsibility for maintenance of said sign, including the payment of any utility bills. Said responsibility for maintenance and payment of utility bills shall be with the lot owners.

7. 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 other block or cement block.

8. 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, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. 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. Horses may be allowed only upon written approval of the developer.

10. 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.

LAMBIN, J MCOWELL,  
HELEN, LEE  
A HILLEN, P. A.  
SHERWOOD, J. M.  
SHIMON, S. J.

11. No sign of any kind shall be displayed to the public view on any lot except one 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.
12. No subdivision of any lots will be permitted without the prior written consent of the developers.
13. 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.
14. No freestanding antenna or satellite dish shall be permitted in the front or side yard on any lot.
15. 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 construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by the developers. The developers shall have fifteen (15) days after receipt of the plat plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the developers fail to accept or reject the same within said fifteen (15) days, then the plans and specifications and plat plan shall be deemed to be approved. After permission for construction is granted by the developers, compliance with the approved construction plans and specifications and plat plan shall be the responsibility of the owner. Any permission granted by the developers, for construction pursuant to this covenant shall not constitute or be construed as an approval by the developers of the structural stability, design, or quality of any building.
16. (a) The developers reserve an easement in and right at any time in the future, to grant a ten foot (10') 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) The developers also reserve an easement in and right at any time in the future to grant a five foot (5') 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.

CHRISTOPHER GALDWELL,  
HENDER, LEE  
M. HILLMAN, P.A.  
ATTORNEYS-AT-LAW  
WINSTON, S.C.

(c) The developers reserve an easement in and right at any time in the future to grant a five foot (5') right of way over, under, and along the property line abutting on street right of way expressly for highway purposes.

17. Above ground pools are prohibited except upon the written approval of the developer.  
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. Each lot owner 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 the developer. Any damage to such installations of the developer caused by any act or failure of any owner of a lot shall be repaired by such owner who shall save and hold the developer harmless from any loss or liability whatsoever on account thereof.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) 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, this the 24<sup>th</sup> day of September, 1996.

*Teddy Mae Baucom* (SEAL)  
Teddy Mae Baucom

*Robert M. Spivey* (SEAL)  
Robert M. Spivey

BK 911 PG 184

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day TEDDY MAC BALCOM and wife, PEGGY H. BALCOM and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 24<sup>th</sup> day of September, 1996.

My commission expires: 2/15/97

STATE OF NORTH CAROLINA  
COUNTY OF UNION



The foregoing certificate of Lynne P. Murray, Notary Public of Union County, North Carolina, is hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 911, page 180.

This 16<sup>th</sup> day of September, 1996 at 10:00 o'clock A. m.

JUDY G. PRICE  
Register of Deeds

By: MUNA CLOEN, Deputy

GARTHIN CALDWELL,  
REIDER, LEE  
& JELINE, P.A.  
ATTORNEYS AT LAW  
SOPHORIA, NC