

RECORDED  
and  
VERIFIED

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SM

*Revised*

(Paid for record)  
Date 5-16-91  
Time 2:05 PM  
ONEL L. RIVER Registrar of Deeds  
Union County, North Carolina

NORTH CAROLINA  
UNION COUNTY

RESTRICTIVE COVENANTS  
VILLAGE LAKE SUBDIVISION

WHEREAS, Lewis W. Bartles, (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 Village Lake Subdivision and recorded in Plat Cabinet C, File 753 through 759 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 his heirs or 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 lots numbered 15-19 and 25-41 (which are lake front or lake view lots) having less than 2,500 heated square feet (plus the two heated floor area of less than 2,100 square feet (plus the two car garage) for a one story single level structure; 2,300 square feet (plus the two car garage) for a split level dwelling; 2,500 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.

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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 (7½) feet from a side line or rear line of any lot which 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. Basements fifteen (15) feet in width along the perimeter of the subdivision and seven and one-half (7½) 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 converting any 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 reasonably 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 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. The Developer reserves the right to allow up to one (1) year from completion of the dwelling for the completing of any driveway.
13. No signs of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.
14. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers.

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15. The grounds and shrubs shall be kept neatly trimmed at all times and no unattractive 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 assessments reserved herein shall be applicable to the rear, side and front lot 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 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

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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 restriction 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 the 14th day of May, 1991.

Developer:

*David W. Bartles* (S&M)  
David W. Bartles

NORTH CAROLINA  
UNION COUNTY



*David W. Bartles*, a Notary Public for said County and State, hereby certify that David W. Bartles personally appeared before me this 14th day of May, 1991, and acknowledged the due execution of the foregoing instrument.

In witness my hand and notarial seal, this the 14th day of May, 1991.

*David W. Bartles*  
Notary Public

My commission expires: 10/27/91

Drawn by and return to Charles D. Rumpries

NORTH CAROLINA - Union County  
The foregoing certificate of *David W. Bartles*, Notary Public of *Union Co., NC*

is (was) certified to be correct. This instrument was prepared for registration and recorded in this office at Book *500* Page *183*  
this *16* day of *May* 19 *91* at *2:05* o'clock *P*. M.

ONEILL, EYLER, REGISTER OF DEEDS  
By: *Steph of Henderson* *Steph Henderson* *Steph Henderson*  
Notary/Deputy

RECORDED  
and  
VERIFIED  
JMM

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*Refer to record*  
*Ray*

Filed for record  
Date 5-16-91  
Time 3:05 by DP  
DNEIL L PLYER, Register of Deeds  
Union County, Wayne, North Carolina

NORTH CAROLINA  
UNION COUNTY

ROAD MAINTENANCE CERTIFICATION

THIS ROAD MAINTENANCE CERTIFICATION made and entered into this 16th day of May, 1991, by Lewis W. Bartles, of Union County, North Carolina.

W I T N E S S E T H:

THAT WHEREAS, Lewis W. Bartles is the developer of certain property located in Monroe Township, Union County, North Carolina and known as Village Lake Subdivision, as shown on plat recorded in Plat Cabinet C, files 753 through 759, in the Union County Registry; and

WHEREAS, the lots as shown on said subdivision plat are served by certain roads which have been dedicated to public use as shown on said plat; and

WHEREAS, said roads have been constructed and are presently maintained by the undersigned in accordance with the North Carolina Department of Transportation, Division of Highways, construction and maintenance standards; and

WHEREAS, the undersigned desires to assure both the present and future property owners in said subdivision that said roads will continue to be maintained in good condition, being usable in all weather and all seasons.

THEREFORE, the undersigned represents and guarantees that he will, at his expense, maintain the roads in said subdivision in a usable condition for all weather and all seasons, at the current level of maintenance, until such time as the subdivision roads shall be maintained by the North Carolina Department of Transportation, Division of Highways.

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IN WITNESS WHEREOF, the undersigned has set his hand and seal on the day and year first above written.

NORTH CAROLINA, UNION COUNTY

*Lewis W. Bartles*  
Lewis W. Bartles, Developer (SEAL)



I, a Notary Public of the county and state aforesaid, hereby certify that Lewis W. Bartles, personally appeared before me this day and acknowledged the execution of the foregoing instrument.  
Witness my hand and notarial seal this the 14th day of May, 1991.  
Notary Public Charles D. Humphries  
Drawn by and return to Charles D. Humphries

NORTH CAROLINA - Union County *Charlotte B. Kelly*  
The foregoing certificate is of *Charlotte B. Kelly*

Notary Public of Union Co., N.C.

is hereby certified to be correct. This instrument was presented for registration and recorded in this office at Book 500 Page 108  
this 14 day of May 19 91 at 5:45 o'clock P M.

ONELL L. PLYLER, REGISTER OF DEEDS *Onell L. Plyler*  
By: *Onell L. Plyler* Ass't/Deputy