

STATEMENT OF PURPOSE

Developer is the owner of certain tracts of land known as Cobblestone, Section IV, located in Vance Township, Union County, North Carolina, as described by the plat of survey prepared by Carroll L. Rushing, N.C.R.L.S. dated October 3, 1997 and recorded in Plat Cabinet E, Map 827, in the Union County Public Registry (hereinafter referred to as the "Property").

WHEREAS, Declarant, the owner of said tract of land known as COBBLESTONE, SECTION IV, as shown on the hereinafter described recorded plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land.

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DECLARATION

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said tracts hereinabove described the following restrictions:

1. Said tracts 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 the tract, except that Declarant, reserves the exclusive right to construct a roadway over any tract of land owned by it ~~in this subdivision~~ in order to grant access to owners of any adjacent property, and, ~~in such cases, the remainder of any such tract of land not used for the roadway shall still be subject to~~ those restrictions.

2. Any single story dwelling, with a two-car garage, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and any unheated spaces, of not less than 2,000 square feet. Any single-story dwelling, without a two-car garage, shall have an enclosed heating living area of the main structure exclusive of open porches and any unheated spaces, of not less than 2,250 square feet. Any multi-level or two-story dwelling erected or maintained on any of said tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than 2,350 square feet. Any multi-level or multi-story dwelling erected or maintained on any of said tracts, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than 1,175 square feet at ground level. A detached garage may be permitted for any dwelling having more than 2,250 square feet of enclosed heated living area. Any garage shall be constructed in substantial conformity with the construction of the residence. All attached garages shall be for two cars or more.

3. Prior to any improvements being erected on any tract, the construction plans and specifications for said improvements must first be presented to and approved in writing by the **Architectural Review Committee**, appointed by Antioch Properties, Inc., by Antioch Properties, Inc., or its assigns. Such approval by either the Architectural Review Committee, Antioch Properties, Inc., or its assigns, will be given if such floor plans, specifications and color schemes comply with all these restrictive covenants, and

its assigns prior to construction. The Architectural Review Committee shall be the sole judge in any matter regarding conformity and reserves the right to reject any plans and specifications that, in the Committee's opinion, fail to enhance the subdivision, regardless of compliance with square footage or other provisions contained within these restrictive covenants.

4. The minimum building setback lines as shown on the recorded plat of the Property are the setback lines as established by the Union County Zoning Ordinance and are not necessarily intended to create uniformity. The location of any structure on any lot must be approved by the Architectural Control Committee.

In the event of the unintentional violation of any of the building lines set forth, or because of unusual soil, topographic, or lot shape conditions, Antioch Properties, Inc., its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said tract, to change the building line restrictions set forth in this instrument.

5. More than one tract (as shown on said plat) or parts thereof, may be combined to form one or more building tracts by (or with the written consent of) Antioch Properties, Inc., or its successors or assigns, and, in such event, the building line requirements prescribed herein shall apply to such tracts, if combined. No tract may be subdivided, by sale or otherwise, except the Declarant, its successors and assigns, reserves the right to subdivide or modify any tract which it owns. Upon modification, combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side and front tract lines of such tract as modified, combined or subdivided.

6. No tract or any portion thereof of any purchaser may at any time be used as a road, access road, street, or alleyway without the express written permission of Antioch Properties, Inc., or its assigns.

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 the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Antioch Properties, Inc., its successors or assigns, which written consent Antioch Properties, Inc., its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

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 animals, livestock or poultry of any kind may be raised, bred, pastured, or maintained on any of said tracts except normal household pets, which must be contained within the boundaries of the tract and to the rear of the front building line of the residence. No animal kennels may be kept or maintained on any of said tracts. All structures, including those for animals, must be in compliance with Union County building codes and regulations. All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring owner and street.

9. No trailer, basement, tent, shack, garage, or other out-building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

tanks or other systems shall be installed, and the sewage disposal shall be made by said system. The purchaser of any tract is subject to being assessed by Union County for the full cost of providing sewer service to the subdivision at the time that district sewer becomes available, in accordance with Union County Code. No well shall be placed on any lot that will interfere with the installation of a septic system to serve any adjoining lot.

11. An easement on each Lot is hereby reserved by Developer for itself and its successors and assigns along, over, under and upon a strip of land ten feet (10) in width parallel and contiguous to each interior side lot line and a strip of land fifteen feet (15) in width parallel and contiguous to the front and rear lines of each lot. The aforescribed easement is in addition to such other easements as may appear on the recorded plat of Cobblestone, Section II. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service line to, from or for each of the Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easement.

12. All driveways and driveway pipes shall be installed in accordance with those standards established by the North Carolina Department of Transportation. All driveways shall be constructed of asphalt or concrete within the first 100 feet of the public street. Each owner is responsible to maintain permanent vegetation cover within the public street right-of-way and to comply with Department of Transportation policies.

13. No portion or part of any tract shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers. Outside storage or unlicensed and uninsured cars, trucks, or equipment, and extensive repair of the same is prohibited.

14. No fence or wall of any type or kind shall be erected or maintained on any tract in front of the residence unless approved by the Architectural Review Committee.

15. No advertising signs of any description shall be displayed upon any tract with the exception of a single "For Rent" or "For Sale", which signs shall not exceed 2 feet by 3 feet in size and refer only to the premises on which displayed.

16. Satellite dishes, radio or television dish, tower or transmitting antenna and any other type of unsightly equipment or appendages are prohibited from being placed on any structure or in the front, side or rear yards. The Architectural Review Committee may grant a waiver to this restriction provided, in its sole judgement, the item in question is placed in such a manner that it does not detract from the overall appearance of the subdivision. If permitted, only the equipment specified, without addition or expansion, may be placed in the precise location and manner approved by the Committee.

17. Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of said Lot. All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include but not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, or other exterior improvements.

lawful for Antioch Properties, Inc., the Architectural Review Committee or any persons, firm or corporation owning any of the above described property restricted hereby to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant, and either to prevent him or it from doing so, or to recover damages or other dues for such violation including any and all related legal expenses.

20. Invalidation of any one or more of these covenants by judgement or court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

21. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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, Antioch Properties, Inc., has executed this instrument, this 15th day of October 1997.

ATTEST:

Deborah Knight
Secretary

Antioch Properties, Inc.

By: Wiley W. Jones
Wiley W. Jones, Vice Pres.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Trenna D. Crane a Notary Public of the County and State aforesaid, do hereby certify that Deborah Knight, personally appeared before me this day and acknowledged that she is Secretary of Antioch Properties, Inc., and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its ^{Vice} President, sealed with its corporate seal, and attested by herself as Secretary. WITNESS my hand and official stamp or seal, this 15th day October, 1997.

Trenna D. Crane
Notary Public

My commission expires: 2-15-99

The foregoing certificate(s) of Trenna D. Crane, DP of Meck. Co. NC 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