

073
3rd Amendment 836-870
3rd Amendment 894-363
0350

Prepared By and Returned To
Clark, Griffin, & McCullum, Attys.
P.O. Box 308 - Moores, NC 28111

BK 743P6350

Filed for record
Date 10-18-94
Time 10:50 o'clock P.
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

Robinson
shelby
Blp

STATE OF NORTH CAROLINA
COUNTY OF UNION

See Amendment BK 894
BK 776 Pg. 22 *←* *Pg. 363*

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BENTON ACRES SUBDIVISION**

RECORDED
and
VERIFIED
BGS

WITNESSETH:

WHEREAS, the Undersigned Owners of the BENTON ACRES SUBDIVISION, herein called the "Declarant" is the fee simple owner of certain real property located in Goose Creek, Union County, North Carolina, and desires to establish on a portion thereof a residential community consisting of residential dwellings to be known as Benton Acres and further desires that said property to be used, developed, maintained and managed for the benefit and welfare of owners of property in Benton Acres.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Benton Acres recorded in Plat Cabinet D File 789, Union County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

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RESTRICTIONS AND REQUIREMENTS

1. No lot shall be occupied or used except for single-family residential purposes and shall contain no more than one (1) residence.
2. Upon the purchase of a lot, the property owner is responsible for upkeep of the lot, not allowing the vegetation to exceed 24 inches in height. Should said vegetation exceed 24 inches, the developer may at his discretion mow the vegetation at the expense of the lot owner or a lien may be placed against the property.
3. Upon the purchase of a lot, the property owner must commence construction of a residential unit within one (1) year.
4. Individual plans must be approved. No lot shall be subdivided. No building shall be constructed nearer than fifteen (15) feet to any side or rear property line. No building or fencing shall be constructed in front of a residential unit.
5. Each one-story residential unit shall contain a minimum of 1600 square feet of enclosed floor living area and a two (2) car garage, exclusive of patios, porches and basements. A one and one-half (1½) story dwelling shall contain a minimum of 1750 square feet and a two (2) car garage, with a minimum of 1200 square feet of enclosed living area on the first (main entry level) floor, exclusive of patios, porches and basements. A two (2) story dwelling shall contain a minimum of 1800 square feet of enclosed living area and an attached (2) car garage, with a minimum of 900 square feet of enclosed living area on the first (main entry level) floor, exclusive of patios, porches, and basements.

6. Once construction of a residential unit has commenced, the exterior thereof, including finished siding material, driveway, and landscaping shall be completed within nine (9) months thereafter. During construction, debris must be contained and removed from the premises by the builder or owner.

7. Each front exterior of a residential unit shall be either, all brick, stucco, or a combination of brick, stucco, or stone. Siding shall be confined to side and back walls. Front entry or side entry garage openings facing street must be finished inside and have garage doors. All residential units must have garage doors and concrete or paved driveways.

8. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted or veneered with wood, vinyl, brick, stucco, stone, or other similar facing material. If wood, vinyl, or hardboard material is used, it shall consist of individual boards each of which shall be no wider than twelve (12) inches. No exposed concrete block is permitted. All chimneys must be made of brick, stucco, or siding material.

9. Trim painting limited to soft neutral or earthtone colors on residential and auxiliary buildings. All mailboxes shall be the same style, limited to a 4X4 T-bone style post or made of brick, stucco, or stone.

10. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank sewage system constructed on the lot, by the lot owner and approved by the appropriate governmental authority unless public sewage becomes available in the subdivision.

11. No mobile home, house trailer, modular home or the basement of a contemplated permanent dwelling shall be constructed upon any lot or occupied as a residence, either on a permanent or temporary basis. The terms "modular home" and "mobile home" are defined as follows:

Modular Home: A dwelling unit constructed in accordance with the standards set forth in The North Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly.

Mobile Home: A dwelling unit that (i) is not constructed in accordance with the standards set forth in The North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

12. Providing a residential unit is built on the property and occupied, no animals or livestock of any description, except the usual household pets are permitted on any tract less than two (2) acres. Horses are limited to (2) acres or more, one horse for the first two (2) acres and one (1) horse for each acre thereafter. Outside pets must be kept within the confines of the lot with leash or fencing. All fencing must be confined to side and back of residential unit, made of wood or wood and chain link and no taller than six (6) feet.

13. No inoperable, stripped, partially wrecked, or junk motor vehicle or part thereof, shall be permitted to be parked on any street or lot. No tractor-trailer rigs, dump trucks or buses shall be parked or stored on any street or lot.

14. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance, including animals to the neighborhood.

15. No oil or natural gas drilling, refining, quarrying, mining or timbering

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operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

16. No junk, debris or trash shall be accumulated and/or stored on any lot

17. Any satellite reception disk or device, above-ground swimming pool or outdoor clothes lines shall be screened from view of adjoining lots, the streets and the Common Areas by means of landscaping or attractive screening material and confined to side or back of residential unit, including propane gas containers.

18. The Undersigned Owners reserve for themselves, their successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a fifteen (15) foot strip along the margin of each road right-of-way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing, and operating utility lines, poles, mains, and facilities.

19. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all lots described herein or hereinafter made subject hereto until August 1, 2004, and shall continue for successive periods of two (2) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds (2/3) of the lots subject hereto at the time thereof.

20. There is reserved an easement for access, ingress and egress in favor of owners of lots in the Benton Acres Subdivision and in favor of their invitees, as the same access is shown on the Plat entitled Benton Acres Subdivision and duly recorded in the office of the Register of Deeds for Union County. Any damage caused by driveway connections to a street shown on the Plat, or to the ditches or shoulders of the street, or to the street, or to the flow of drainage water along the said street, shall be repaired at the expense of the owner connecting such driveway. Except for a sign marking the entrance to Benton Acres Subdivision, the only sign permitted on any lot is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address within the Benton Acres Subdivision and which is placed within twenty (20) feet of a driveway entrance; provided, that one small sign such as are used in the ordinary course of effecting residential sales transactions may be placed by realtors or by owners within (20) feet of a driveway entrance to advertise a lot for sale.

21. If a person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

22. Zoning ordinances, restrictions and regulations of Union County and its various agencies applicable to the subject property shall be observed. In the event a court should declare any one or more of these restrictions to be void and unenforceable, this ruling shall in no way affect or restrict the other provisions and covenants which shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 18th day of October, 1994.

Sanford B. Benton
Sanford B. Benton

Emily J. Benton
Emily J. Benton

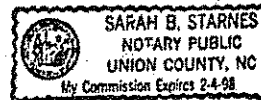
Keith V. Benton
Keith V. Benton, single

NORTH CAROLINA, Union County.

I, Sarah B. Starnes, a Notary Public of the County and State aforesaid, certify that Sanford B. Benton, Emily J. Benton, Keith V. Benton, single, Declarant, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of October, 1994.

My commission expires: 2/4/98

Sarah B. Starnes
Notary Public



NORTH CAROLINA -- Union County Sarah B. Starnes
The foregoing certificate(s) of
Notary Public of Union Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 743, Page 350
this 18th day of October, 19 94 at 10:50 o'clock A. M.

JUDY G. PRICE, REGISTER OF DEEDS By [Signature] Ass't Deputy