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Time 3:00 o'c JUDY G. PRICE, Register Union County, Narrose, N . 전 호 North Carolina

017756 RESTRICTIVE COVENANTS

STATE

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NORTH

CAROLINA

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(hereinafter lots of land plat thereof e Register of De File N S, CRAFT BUILDERS, INC. of Union County, North Carolinar referred to as "Developer"), is the owner of certical located in Union County, North Carolina, as shown f entitled "Berkshire" and recorded in the office of Deeds for Union County, North Carolina, in Plat Cabin Number [16,15] and of certain shown on e of the Cabinet certain

protective on said plat WHEREAS, and and future Mott the e owner and Developer of desires for the use for res for the use for e grantees, to and restrictions c of said lots for itself, it place todn e and 1 t 8 lot of land as shown ts successors and impose certain

NOW, THEREFORE, in consideration Developer does hereby place and impose restrictions: impose upon O_{tt} the premises, owner and n said lots the following

- 1. Said Long together with residential use any lot other than one continued in with outbuildings of the late shall be e be used for residential purposes only, and placed, altered, or permitted to detached, single-family dwelling, customarily incidental to the and to
- heights, materials, and location of the same shall have been design and location in relation to surrounding structures and topography by the Developer, or by an architectural control committee composed of three (3) or more representatives appointed by the Developer, or the designated committee. If the Developer or such design and location within fifteen (15) days after said plans required, and this paragraph will be deemed to have been fully contained shall be construed to permit interference with the development of the properties by the Developer in accordance with the general plan of development. required, and the complied with contained shall development of the general plan commenced, erected or maintained upon the properties, no exterior addition to or change or alteration therein be the plans and specifications showing the nature, ki submitted to and arrow. such design opography structure sna. perties, nor shall any sharein be made until shape,
- aquare feet No o residential area and structure sea and 1,800 shall c contain : less and story. ۳ 700
- 4. / line of t lot line, street. All the and outbuildings shall be erected behind the main dwelling and no closer than 10 feed shall be located no nearer than 60 feet teet rear from ő building the side any side the

mail To: Nevry B Invite, atty

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- 5. All mails must be approved be committee, and all and in no event supports or boxes be l mailboxes, including froved by the Developer or the nd all such mailboxes shall revent shall any radical, unboxes be used. the architectural control be of conventional design, unusual or grotesque type
- 6. No trailer, mobile home, basement, tenant, barn, or other outbuilding shall be erected on any any building erected on said lot have an exterior concrete block or asbestos sidings. y lot, nor shall construction of
- basis; times, general 7. The grounds and shrubs shall be kept neatly trimmed at all limes, and no unsightly 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 kept parked on the premises or street on a regular or frequent particles, that such personal property may be kept to the rear of the residence located thereon out of the sight of the feneral public.
- 8. No right of way or easement be granted by the owner of any lot thereof to any landowners adjoining a written approval of the Developer. for ingress and egress shall t or any subsequent grantee said lot without the express
- than t plat. to the than 4 <u>خي</u> 0 . No residential building shall be located on any lot nearer the minimum building set-back lines shown on the recorded No residential building shall be located on any lot nearer side lot line than 15 feet, nor nearer the rear lot line
- may be combined to form one or more building lots by (or with the written consent of) Developer, of his heirs and assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be further subdivided, by sale or otherwise, except by Developer, his heirs and assigns, who reserves the right to subdivide any lot which he owns. Upon shall be applicable to the rear, side and front lot lines of such lot, as combined or subdivided.
- permitted, it being the intent of this covenant to predoving of any existing building or portion thereof on remodeling or converting the same into a dwelling unsubdivision. Any dwelling constructed upon a lot must be within one year subsequent to commencement of construction with the written consent of the Developer, his heirs of the circumstances reasonably beyond the control of the said lot. a lot must be completed of construction, except his heirs or assigns, lay in construction is control of the owner only shall opposite to prohibit to for a lot a for a lot a the
- ö noxious Ö offensive activity þ carried

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on upon any lot, no become an annoyance or poultry of any k lots except except , nor shall anything be done thereon which may ce or nuisance to the neighborhood, and no animals y kind may be kept or maintained on any of said and cats.

- 13. No portion or part of any lot 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.
- rear lines and seven and one-half (7 1/2) feet in width along the front and lines are reserved for installation and maintenance of utilities, including the right to keep said easement free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.
- 15. All architectural cont fences must must be a approved λq the Developer or the
- lot with the exception of signs shall not exceed two with signs of any description shall be f signs "For Rent" on no (2) feet by three (be displayed upon or "For Sale", wh (3), feet in size. õ which
- lot 17. Only servicing any concrete dwelling. õ asphalt drives shall å d allowed on any
- any covenants subdivision of covenants spec Nothing herein contained shall be construed as imposing ants and restrictions on any property of the owner of this on other than the property to which these restrictive specifically refer.
- judgment of the 19. Invalidation of the court which shall of any shall r I not adversely remain in full of these co affect the force and e covenants he balance leffect. o by
- 20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 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
- 21. equity These any Restrictive Covenants may be enforceable aggrieved lot owner or the Developer. la₩ õ
- 22. Except as provided in the proceed restrictive covenants may only be changed in recording in the Union County Public Registry, agreeing to change said covenants signed by the seventy-five per cent (75%) of the ther beveloper) of the lots shown upon the aforest proceeding paragraph y, a written in the owners of hen owners (i instrument of at least these

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IN WITNESS WHEREOU presents to be executed Board of Directors, this 1997. Developer h has cate i 0 name by authority of its

By: President

ATTEST

neutr

Secretary Ada

STATE OF NORTH CAROLINA

COUNTY OF UNION

certify that metha i Seence a before me this day and acknowledged the Secretary of CRAFT BUILDERS, INC., a No. and that by authority duly given and as the foregoing instrument was signed in President, sealed with its corporate seal as its 1557 Secretary. a Notary c, do hereby illy appeared the 1557 corporation, corporation,

MITNESS my hand and notarial seal, this the day of

Mope Buggarie

Commission Expires: 3/26/2001

The foregoing certificate(e) of Chapter Congomini, NP of

stare certified to be correct. This instrument and certificate are only registered at the date and time and in the Book and Page shown on he first page hereof.

egister of Beads Assistant/Deputy

既10018125

Filed for record
Date 5.19.97

Time 11:40 o'clock a m
JUDY G. PRICE, Register of Deads
Union County, Monroe, North Carolina

STATE OF NORTH CAROLINA

RESTATEMENT OF RESTRICTIVE COVENANTS

COUNTY OF UNIQUES 73

WHEREAS, CRAFT BUILDERS, INC. of Union County, North Car (hereinafter referred to as "Developer"), is the owner of clots of land located in Union County, North Carolina, as she plat thereof entitled "Berkshire" and recorded in the office Register of Deeds for Union County, North Carolina, in Plat CE, File Number 756 & 757; and , North Carolina, owner of certain ina, as shown on the office of the , in Plat Cabinet

protective WHEREAS, th and and future the owner and Developer of said lots now desires for the use for itself, it future grantees, to place and venants and restrictions upon said l ts of land as shown its successors and impose certain lots.

NOW, THEREFORE, in con Developer does hereby place restrictions: consideration ace and impose noqu of the che premises, owner and said lots the following

- 1. Said Lot shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the lot,
- heights, materials, and location of the same shall any submitted to and approved in writing as to harmony of external topography by the Developer, or by an architectural control by the Developer, or the designated committee composed of three (3) or more representatives appointed the architectural control committee if the Developer or such design and location within fifteen (15) days after said plans required, and this paragraph will be deemed to have been fully contained shall be construed to normal to have been fully development of the construed to normal to have been fully development of t exterior addition to or change or alteration therein be made until heights, materials, and location of the nature, kind, shape submitted to and approved in writing as to committee the committee the committee the committee the committee to and approved in writing as to committee the this paragraph will
 It is provided,
 Il be construed to
 f the properties by th
 lan of development. the permit inte he Developer 片 accordance with
- 3. N 8 of heartal heated area structure 1,800 gcm aquare contain re feet is 1088 multi-story. and , 700
- 4. All outbuildings shall be erected behind the rear building line of the main dwelling and no closer than 10 feet to the side lot line, and shall be located no nearer than 60 feet from any side



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- must be approximates, and in no supports or pproved | and all event | mailboxes by the Developer l such mailboxes shi shall any used including radical, shall er or post which supports same, the architectural control be of conventional design, unusual or grotesque type
- any building erecte ð, ö trailer, mobile home, basement, tenant, her outbuilding shall be erected on any g erected on said lot have an exterior ock or asbestos sidings. y lot, nor shall construction of
- commercial be kept par basis; ö 7. The grounds and shrubs shall be kept neatly trimmed at all, and no unsightly personal property of any type, including, not limited to, junk automobiles, farm implements, and recial vehicles or buses exceeding two tons shall be allowed to pt parked on the premises or street on a regular or frequent provided, that such personal property may be kept to the of the residence located thereon out of the sight of the all public.
- be granted thereof to written app No right of way or easement for ted by the owner of any lot or to any landowners adjoining said approval of the Developer. ö right ingress and egress shall any subsequent grantee lot without the express
- plat. the 40 No re ő No residential building shall be luindmum building set-back lines residential building shall be lo de lot line than 15 feet, nor ne located on any lot nearer les shown on the recorded located on any lot nearer nearer the rear lot line
- **apply** 10. More than c may be combined to : written consent of) 10. More than one lot (as shown on said plat) or part thereof ay be combined to form one or more building lots by (or with the ritten consent of) Developer, or his heirs and assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be further subdivided, by sale or otherwise, except by Developer, his heirs and assigns, no reserves the right to subdivide any lot which he owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot, as combined or subdivided.
- permitted, it being the intent of this covenant to proper moving of any existing building or portion thereof on a remodeling or converting the same into a dwelling unit subdivision. Any dwelling constructed upon a lot must be within one year subsequent to commencement of construction with the written consent of the Developer, his heirs or which written consent will be given if the delay in construction to circumstances reasonably beyond the control of the said 7 Tot only shall be o prohibit the fon a lot and g unit in this st be completed ruction, except assigns,
- 12. ö Bucixon õ offensive trade ä activity shall carried

BK 1001P6127

on upon an become an an or poultry lots except upon any lot, nome an annoyance soultry of any k dogs , nor shall anything be done thereon which may use or nuisance to the neighborhood, and no animals y kind may be kept or maintained on any of said and sats.

- as a dumping other waste <u>1</u>3. No portion or part of any lot shall be used or maintained sing ground for rubbish or other refuse. Trash, garbage or ste shall not be kept except in sanitary containers.
- rear lines and seven lines are reserved for including the right obstructions. These also reserved as drain Easements fifteen (drainage easements, for installati fteen (15) feet in width along the front and and one-half (7 1/2) feet in width along side r installation and maintenance of utilities, to keep said easement free and clear of all easements along the rear and side lines are
- 15. All architectural ALL fences must be a must approved by the Developer 9 the
- lot w with ith the not signs of any description shall he exception of signs "For Rent" not exceed two (2) feet by three ė O (3) Y r "For Sale", wh
 (3) feet in size. which
- Lot 17. Only servicing any concrete crete or asphalt drives shall be dwelling. allowed 20 апу
- 18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are confined to the property of the owner or kept on a leash.
- 19. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically refer.
- . 20. Invali judgment of the said covenants, Invalidation of any one or more of the court shall not adversely enants, which shall remain in full of the affect force a these co and covenants he balance effect o y
- 21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 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
- equity by These aggrieved lo lve Covenants may the be enforceable Developer. Ħ.
- 23 Except provided in the proceeding paragraph, these

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ictive covenants may only be changed in whole or in piding in the Union County Public Registry, a written insting to change said covenants signed by the owners of at ty-five per cent (75%) of the then owners (incoper) of the lots shown upon the aforesaid subdivision in part by n instrument of at least (including vision plat.

bresents to be execusionard of Directors, t WITNESS WHEREOF, Developer veloper has s corporate na /3 day of name hereunto caused ame by authority of its

CRAF BUILDERS . President INC

RLOCK HOMES, INC. joins in the e SPURLOCK execution hereof for the

¥.

STATE OF NORTH CAROLINA COUNTY OF UNION Asor Secretary

1881 ment was si North Carolina Notary Public, 11y appeared the Asyr Ċ. poration 704

ALGUST. Ž. hand ಷ್ಣದ notarial _, 1997. seal, this the day of

Commission Expires 3/26/2001

BKT 00 | PG | 29

STATE OF NORTH CAROLINA

COUNTY OF UNION

c, do hereby lly appeared the corporation, ATTA M

HUQUST-Ϋ́ tarial seal, this day of

L. Hope Eugerini

oministion Expires: 3/26/2001

The foregoing certificate(s) of D. Bops

Is/arb certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown or, the first page hereof.

egister of Deeds
nion County, NIC

Assistant Dee