

Ref 1001-105
1556-389

BK998PG555

STATE OF NORTH CAROLINA
COUNTY OF UNION

011756 RESTRICTIVE COVENANTS

Filed for record
Date 8-8-97
Time 3:00 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

WHEREAS, CRAFT BUILDERS, INC. of Union County, North Carolina, (hereinafter referred to as "Developer"), is the owner of certain lots of land located in Union County, North Carolina, as shown on plat thereof entitled "Berkshire" and recorded in the office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet 5, File Number 150157 and

WHEREAS, the owner and Developer of said lots of land as shown on said plat now desires for the use for itself, its successors and assigns, and future grantees, to place and impose certain protective covenants and restrictions upon said lots.

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

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.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein 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 as to harmony of external 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 architectural control committee fail to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted, approval will not be required, and this paragraph will be deemed to have been fully complied with. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the properties by the Developer in accordance with the general plan of development.
3. No residential structure shall contain less and 1,700 square feet of heated area and 1,800 square feet if multi-story.
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 street.

Made To: Merky A Smith, City

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5. All mailboxes, including the post which supports same, must be approved by the Developer or the architectural control committee, and all such mailboxes shall be of conventional design, and in no event shall any radical, unusual or grotesque type supports or boxes be used.
6. No trailer, mobile home, basement, tenant, shack, garage, barn, or other outbuilding shall be erected on any lot, nor shall concrete block or asbestos sidings.
7. The grounds and shrubs shall be kept neatly trimmed at all times, 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 be kept parked on the premises or street on a regular or frequent basis; provided, that such personal property may be kept to the rear of the residence located thereon out of the sight of the general public.
8. No right of way or easement for ingress and egress shall be granted by the owner of any lot or any subsequent grantee thereof to any landowners adjoining said lot without the express written approval of the Developer.
9. No residential building shall be located on any lot nearer than the minimum building set-back lines shown on the recorded plat. No residential building shall be located on any lot nearer than 40 feet.
10. More than one lot (as shown on said plat) or part thereof 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 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.
11. 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 lot and remodeling or converting the same into a dwelling unit in this subdivision. Any dwelling constructed upon a lot must be completed within one year subsequent to commencement of construction, except with the written consent of the Developer, his heirs or assigns, which written consent will be given if the delay in construction is due to circumstances reasonably beyond the control of the owner of said lot.
12. No noxious or offensive trade or activity shall be carried

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

14. Easements fifteen (15) feet in width along the front and rear lines and seven and one-half (7 1/2) feet in width along side 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 fences must be approved by the Developer or the architectural control committee.

16. No signs of any description shall be displayed upon any lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

17. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling.

18. 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.

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

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 part.

21. These Restrictive Covenants may be enforceable in law or equity by any aggrieved lot owner or the Developer.

22. Except as provided in the preceding paragraph, these restrictive covenants may only be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by the owners of at least seventy-five per cent (75%) of the then owners (including Developer) of the lots shown upon the aforesaid subdivision plat.

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IN WITNESS WHEREOF, Developer has hereunto caused these presents to be executed in its corporate name by authority of its Board of Directors, this the _____ day of _____, 1997.

CRAFT BUILDERS, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, J Hope Benjamin, a Notary Public, do hereby certify that Maatha T. Spence personally appeared before me this day and acknowledged that she is the ASST Secretary of CRAFT BUILDERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by its ASST Secretary.

WITNESS my hand and notarial seal, this the 8 day of August, 1997.

J Hope Benjamin
Notary Public

My Commission Expires: 3/26/2001

The foregoing certificate of D Hope Benjamin, DP of
Union 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.

Judy G. Price BY: [Signature]
Register of Deeds
Union County, NC
Assistant/Deputy

Prepared by + Return to:
Henry B Smith, Jr.

BK 1001PG125

Filed for record
Date 8-10-92
Time 11:40 o'clock
A.M.
AUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION 019573

RESTATEMENT OF RESTRICTIVE COVENANTS

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

WHEREAS, the owner and Developer of said lots of land as shown on said plat now desires for the use for itself, its successors and assigns, and future grantees, to place and impose certain protective covenants and restrictions upon said lots.

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

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, residential use of the lot,
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein 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 as to harmony of external 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 the architectural control committee fail to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted, approval will not be required, and this paragraph will be deemed to have been fully complied with. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the properties by the Developer in accordance with the general plan of development.
3. No residential structure shall contain less and 1,700 square feet of heated area and 1,800 square feet if multi-story.
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 street.

AS ATTEST
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5. All mailboxes, including the post which supports same, must be approved by the Developer or the architectural control committee, and all such mailboxes shall be of conventional design, and in no event shall any radical, unusual or grotesque type supports or boxes be used.
6. No trailer, mobile home, basement, tenant, shack, garage, barn, or other outbuilding shall be erected on any lot, nor shall any building erected on said lot have an exterior construction of concrete block or asbestos sidings.
7. The grounds and shrubs shall be kept neatly trimmed at all times, 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 be kept parked on the premises or street on a regular or frequent basis; provided, that such personal property may be kept to the rear of the residence located thereon out of the sight of the general public.
8. No right of way or easement for ingress and egress shall be granted by the owner of any lot or any subsequent grantee thereof to any landowners adjoining said lot without the express written approval of the Developer.
9. No residential building shall be located on any lot nearer than the minimum building set-back lines shown on the recorded plat. No residential building shall be located on any lot nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.
10. More than one lot (as shown on said plat) or part thereof may be combined to form one or more building lots by (or with the written 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, who 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.
11. 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 lot and remodeling or converting the same into a dwelling unit in this subdivision. Any dwelling constructed upon a lot must be completed within one year subsequent to commencement of construction, except with the written consent of the Developer, his heirs or assigns, which written consent will be given if the delay in construction is due to circumstances reasonably beyond the control of the owner of said lot.
12. No noxious or offensive trade or activity shall be carried

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

14. Easements fifteen (15) feet in width along the front and rear lines and seven and one-half (7 1/2) feet in width along side 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 fences must be approved by the Developer or the architectural control committee.

16. No signs of any description shall be displayed upon any lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

17. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling.

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. Invalidiation of any one or more of these covenants by judgment of the 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 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 part.

22. These Restrictive Covenants may be enforceable in law or equity by any aggrieved lot owner or the Developer.

23. Except as provided in the preceding paragraph, these

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restrictive covenants may only be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by the owners of at least seventy-five per cent (75%) of the then owners (including Developer) of the lots shown upon the aforesaid subdivision plat.

IN WITNESS WHEREOF, Developer has hereunto caused these presents to be executed in its corporate name by authority of its Board of Directors, this the 13 day of August, 1997.

CRAFT BUILDERS, INC.
By: [Signature]
President

SPURLOCK HOMES, INC. joins in the execution hereof for the purpose of subjecting its lot # 66 to the provisions hereof.

SPURLOCK HOMES, INC.
By: [Signature]
President

STATE OF NORTH CAROLINA
COUNTY OF UNION
Notary Public
[Signature]
Asst Secretary

I, D. Hope Bergamini, a Notary Public, do hereby certify that Mary T. Spence personally appeared before me this day and acknowledged that she is the Asst Secretary of CRAFT BUILDERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as its Asst Secretary.

WITNESS my hand and notarial seal, this the 13 day of August, 1997.

My Commission Expires: 3/26/2001
[Signature]
Notary Public

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STATE OF NORTH CAROLINA
COUNTY OF UNION

I, D. Hope Benjamin, a Notary Public, do hereby certify that Joe A. Helms personally appeared before me this day and acknowledged that he is the Secretary of SPURLOCK HOMES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its Asst. Secretary.

WITNESS my hand and notarial seal, this the 13 day of August, 1997.

D. Hope Benjamin
Notary Public



My Commission Expires: 3/26/2001

The foregoing certificate(s) of D. Hope Benjamin, Notary Public, State of North Carolina, 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.

Judy G. Price BY: Wanda S. Smith
Register of Deeds Assistant/Deputy
Union County, NC