

EX 73670062

DECLARATION OF RESTRICTIVE COVENANTS filed for record 9-8-94  
 OF  
 BUCKINGHAM  
 Date 3:35 o'clock P. M.  
 ADY G. PRICE, Register of Deeds  
 Union County, Monroe, North Carolina

See Amend. to restrict.  
 BK 1111 pg 367

THIS DECLARATION, made and entered into this 24 day of September, 1994, by Ty-Pac Realty, Inc. a North Carolina Corporation, hereinafter called "Declarant";

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the owner of a tract of land containing approximately 3 1/2 acres, and being a portion of the property conveyed to Declarant by deed recorded in Deed Book 536, at Page 643 of 033221 the Union County Registry; and

WHEREAS, Declarant has caused said property to be subdivided into numbered lots all as shown on that certain plat recorded in Plat Cabinet D, File No. 641, in the office of the Register of Deeds for Union County, North Carolina, to which plat is incorporated herein by reference; and

WHEREAS, Declarant desires that subdivision be developed according to uniform plan of development in order to protect the value of said property as a residential subdivision; and

NOW, THEREFORE, know all men by these presents that the Declarant hereby declares the following restrictions upon each lot within the subdivision hereinabove referred to which restrictions shall be considered covenants running with the land for a period of twenty (20) years from the date hereof, to wit:

1. No lot, as designated on said plat, shall be further subdivided such that the result is any lot having less than ten thousand (10,000) square feet of surface area exclusive of the right of way.
2. No lot or portion thereof shall be used for other than single family residential purposes and no mobile homes or similar structures shall be located or maintained on said premises, either permanently or temporarily. Setbacks shall be as provided for by the Union County Land Use Ordinance.

Drawn by  
 + Mail to:  
 GRIFFIN, CALDWELL,  
 HELDER & LEE, P.A.  
 ATTORNEYS-AT-LAW  
 MONROE, N.C.

FW70000063

3. No animals shall be maintained upon any lots except normal household pets such as dogs and cats and no animals shall be kept, bred or maintained for any commercial purposes. No dogs or cats shall be allowed off of owner's property except on leash and under the control of the owner or other responsible person.
4. No residence which is constructed shall have less than eleven hundred square feet (1100) of heated space, exclusive of carport, garage, breezeway and porches. No outbuildings shall be constructed upon said lots other than of material and design of the same or substantially similar to that of the principal dwelling located upon said lot.
5. No satellite dishes or other electronic receiving devices shall be permitted on any lot.
6. Owners of lots in this subdivision shall not be permitted to remove trees in excess of 6" in caliper, 6' from the ground except for construction of the buildings and driveways to be placed thereon and for an area of no greater than thirty (30) feet around said buildings. If a tree dies or is blown over by a storm, it may be removed.
7. No building, fence, wall, outbuilding, or other accessory feature to the dwelling structure shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots, until the complete construction plans, plot plan and specifications showing, among other details, the external appearance including colors and the proposed location of the building, fence, wall, outbuilding or other accessory feature on the lot have been approved in writing by Declarant or its designated successors or assigns.
8. No fence or wall shall be erected on any part of the front portion of any interior lot. Fencing may be installed by an owner or owners on the rear portion of a lot; however, such fencing shall not extend closer to the street than the rear line of the dwelling. On corner lots abutting two streets, no fence or wall shall extend closer to any street than 40 feet from the street right of way line. Chain link fencing is not permitted. No fence will be permitted in any rear yard with a height in excess of four (4) feet except around patios, wood decks, or pools as privacy screens or as required around pools or similar hazards for liability protection.

DK7359064

9. All driveways shall be of concrete material or paved only.

Mail boxes shall be only of the design shown on Exhibit A attached hereto and incorporated herein by reference.

10. Lot owners shall pay an annual assessment of \$150.00 per lot for common area maintenance to Declarant until seventy-five (75%) percent of all lots are sold. Assessments are due on or before January 1 of each year and shall be prorated for the year of purchase. After seventy-five (75%) percent of all lots are sold, a homeowners association shall be formed by the lot owners to govern future common area maintenance expenditures and such other relevant matters as the lot owners desire. Declarant shall not be subject to the initial assessment or any future assessments for common area maintenance. In the event that the owner of any lot fails and refuses, after demand by the Declarant, or its successor, to pay in full all assessments Declarant, or its successor shall have a lien against said lot. Declarant, or its successor, may enforce collection of the assessment, together with reasonable attorneys fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the lot.

11. Ty-Pac Realty, Inc. reserves an easement in and right at anytime in the future to grant a ten (10) foot wide right of way over, under, and along the side line of each lot and a twenty-five (25) foot wide right of way over, under, and along the rear of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities. There is also reserved any special utility easement as reserved across said lots as shown on recorded plat.

12. Unless seventy-five (75%) percent of said lots have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including, but not limited, the cancellation thereof, or as to delete any or all of said lots from the effect of these restrictions or to waive set back and set off requirements as to any

07050065

lot. However, after the sale of seventy-five (75%) percent of said lots, those restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

TY-PAR REALTY, INC.

Attest *[Signature]*  
Secretary

By: *[Signature]*  
President

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Curt Hains who, being duly sworn, says that he/she is the Secretary and that William H. Hinson is the President of Ty-Par Realty, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 7 day of September, 1994.

*[Signature]*  
Notary Public

My commission expires:  
My Commission Expires August 10, 1998

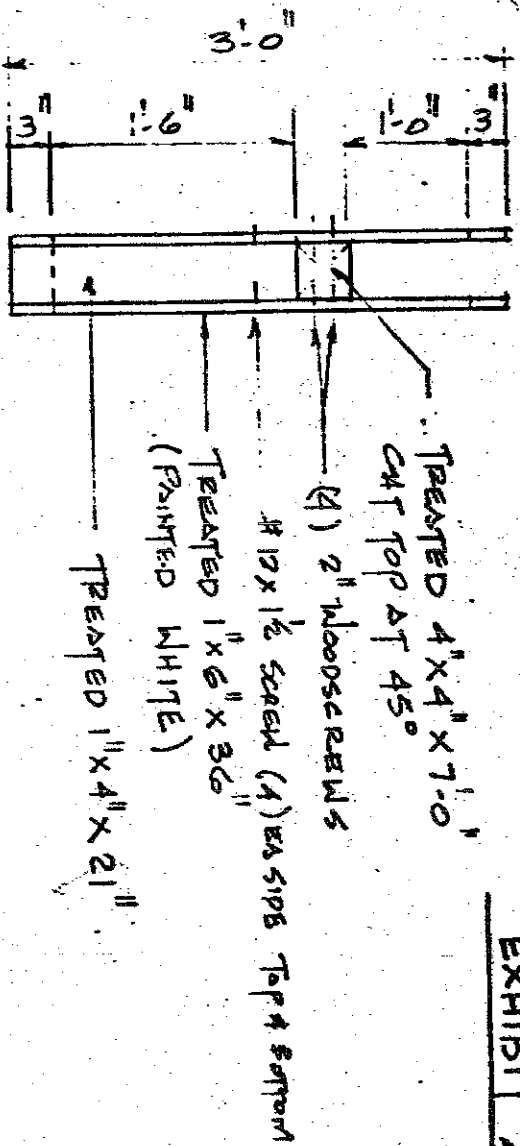
The foregoing certificate(s) of *[Signature]*  
*[Signature]*  
is/are certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

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

GRIFFIN, CALDWELL,  
HELDER & LEE, P.A.,  
ATTORNEYS-AT-LAW  
MONROE, N.C.

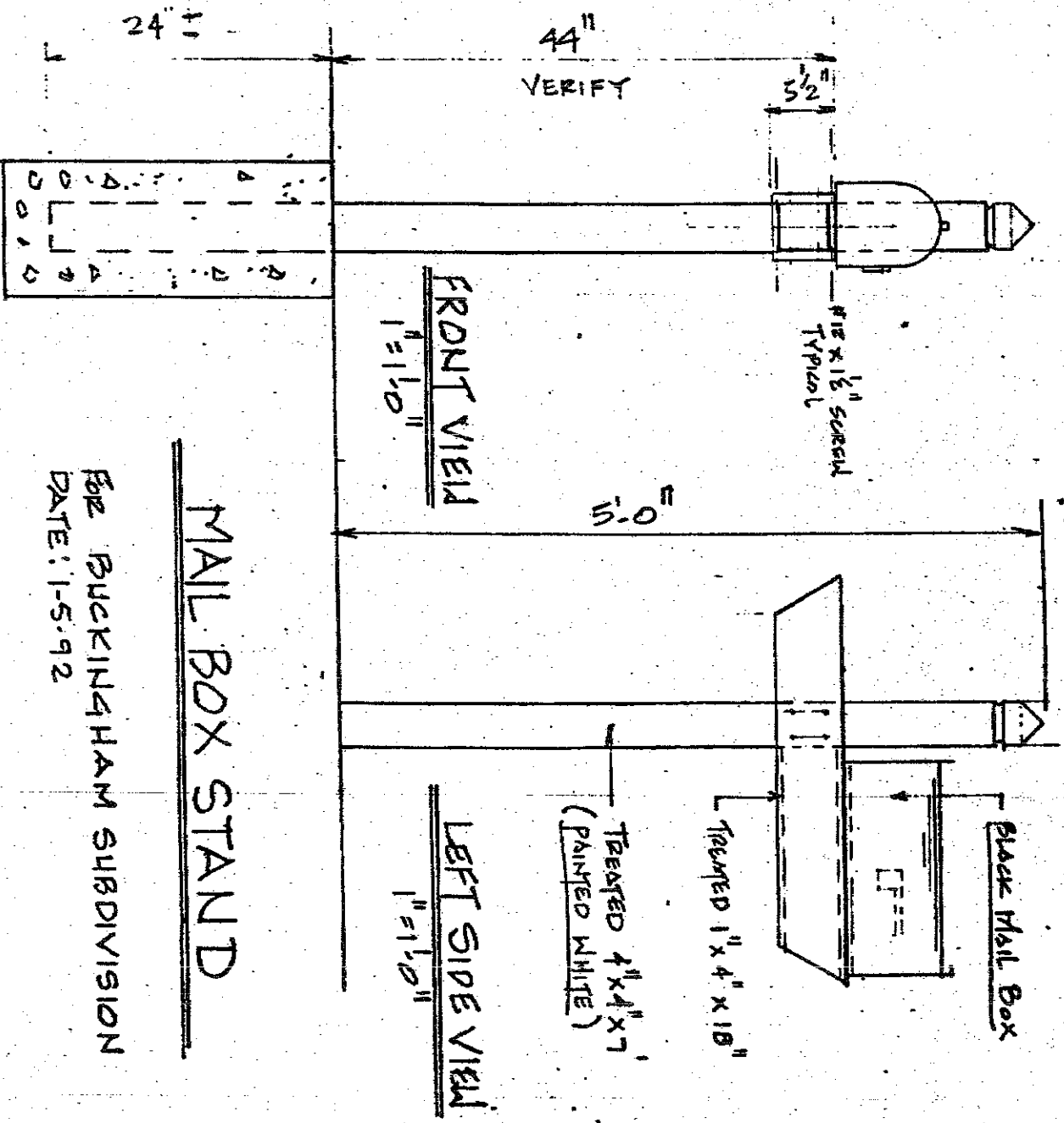
BK 73699066 ✓

EXHIBIT #



TOP VIEW

1"=1'-0"



MAIL BOX STAND

FOR BUCKINGHAM SUBDIVISION  
DATE: 1-5-92

BK775PG094

RECORDED  
and  
DECLARATION OF RESTRICTIVE COVENANTS

VERIFIED

OF

BUCKINGHAM

229999  
men

See Amendment  
BK 860 B. 413

THIS DECLARATION, made and entered into this 4 day of

April, 1995, by TY-PAR REALTY, Inc. a North Carolina Corporation,  
hereinafter called "Declarant";

04604;

W I T N E S S E T H,

Notarized  
Date 4-16-95  
Notary Public, State of North Carolina  
John G. Price, Notary Public  
Union County, North Carolina

THAT WHEREAS, the Declarant in the owner of a tract of land  
containing approximately 13.82 acres, and being a portion of the  
property conveyed to Declarant by deed recorded in Deed Book 536,  
at Page 643 of the Union County Registry; and

WHEREAS, Declarant has caused said property to be subdivided  
into numbered lots all as shown on that certain plat recorded in  
Plat Cabinet D, File No. 661, in the office of the register  
of Deeds of Union County, North Carolina, to which plat is  
incorporated herein by reference; and

WHEREAS, Declarant desires that subdivision be developed  
according to uniform plan of development in order to protect the  
value of said property as residential subdivision.

NOW, THEREFORE, know all men by these present that the

Declarant hereby declares the following restrictions upon each lot  
within the subdivision hereinabove referred to which restrictions  
shall be considered covenants running with the land for a period of  
twenty (20) years from the date hereof, to wit:

1. No lot, as designated on said plat, shall be further  
subdivided such that the result is any lot having less than ten  
thousand (10,000) square feet of surface area exclusive of the  
right of way.

2. Use Restrictions

A. No lot or portion thereof shall be used for other  
than single family residential purposes and no mobile homes or  
similar structures shall be located or maintained on said premises,  
either permanently or temporarily. Setbacks shall be as provided  
for by the Union County Land Use Ordinance.

DRAWN BY: TY-PAR REALTY, INC.  
MAIL TO: JAKE C. HELDER  
PO DRAWER 99  
MONROE, NC 28111-0099

B. No animals shall be maintained upon any lots except normal household pets such as dogs and cats and no animals shall be kept, bred or maintained for any commercial purposes. No dogs or cats shall be allowed off of owner's property except on leash and under the control of the owner or other responsible person.

C. No residence which is constructed shall have less than eleven hundred square feet (1100) of heated space, exclusive of carport, garage, breezeway and porches. No outbuildings shall be constructed upon said lots other than of material and design of the same or substantially similar to that of the principal dwelling located upon said lot.

D. No satellite dishes in excess of 20 inches in diameter or other electronic receiving devices shall be permitted on any lot. Allowed dishes shall be maintained inconspicuously.

E. Owners of lots in this subdivision shall not be permitted to remove trees in excess of 6" in caliper, 6' from the ground except for construction of the buildings and driveways to be placed thereon and for an area of no greater than thirty (30) feet around said buildings. If a tree dies or is blown over by a storm, it may be removed.

F. No trucks, buses, vans, boats and/or trailer, campers or other commercial or recreational vehicles shall be parked or stored on any lot or street fronting thereon, unless stored in an enclosed garage, other than on a purely temporary basis (not longer than one day), except where it can be shown that said vehicle is the only means of transportation or is required for an Owner's employment. Said vehicle shall be limited to a light utility vehicle or small van of no more than two axles, no more than 10,000 pounds gross weight and not more than 21 feet in length, 7 feet in width and height. Said vehicle shall not be equipped with external storage racks or other attachments or cargo that exceed these dimensions. Only one exception per residence shall be permitted.

G. No sign of any kind shall be erected upon or displayed or otherwise exposed to view on any lot without the prior written consent of the Declarant or its designated successors, if

any, except for a "FOR RENT" or "FOR SALE" sign advertising an owner's lot and living unit for rent or sale. The Declarant reserves the right to erect entrance signs on the Common Area, for the purpose of designating the name(s) of the various subdivision(s) within the platted property, which sign(s) shall be maintained as a portion of the Common Area.

H. No noxious, offensive or illegal activity shall be conducted on any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in which his or her lot which could reasonably be expected to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood in which such lot is located.

I. The pursuit of hobbies or other inherently dangerous activities including specifically, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other similar activities shall not be pursued or undertaken on any part of any lot or the Common Area.

J. Swimming pools shall be located to the rear of the main dwelling and may not be nearer than six (6) feet to any lot line. No swimming pool coping shall project more than two (2) feet above the established lot grade, unless it is fully screened from street view by the use of either a brick or wood fence, or non-deciduous plantings.

K. No building, fence, wall, outbuilding, or other accessory feature to the dwelling structure shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots, until the complete construction plans, plot plan and specifications showing, among other details, the external appearance including colors and the proposed location of the building, fence, wall, outbuilding or other accessory feature on the lot have been approved in writing by Declarant or its designated successors or assigns.

L. No fence or wall shall be erected on any part of the front portion of any interior lot. Fencing may be installed by an



BK775PG097

owner or owners on the rear portion of a lot, however, such fencing shall not extend closer to the street than the rear line of the dwelling. On corner lots abutting two streets, the front lot line shall be defined as the narrower of the two dimensions fronting the street. No fence or wall shall extend closer to any street than 40 feet from the street right of way line. Chain link fencing is not permitted. No fence will be permitted in any rear yard with a height in excess of four (4) feet except around patios, wood decks, or pools as privacy screens or as required around pools or similar hazards for liability protection.

M. All driveways shall be of concrete material or paved only. Mail boxes shall be only of the design shown on Exhibit A attached hereto and incorporated herein by reference.

N. No structures other than entrance signs are to be erected or located on those portions of the Common Area which have frontage on public roads. The Common Areas are those areas denoted on recorded maps including street right of way and entrances.

O. Declarant shall have the right to approve construction plans, exterior colors and materials for any structure built on any lot in this subdivision.

3. Lot owners shall pay an annual assessment of \$150.00 per lot for common area maintenance to Declarant until seventy-five (75%) percent of all lots are sold. Assessments are due on or before January 1 of each year and shall be prorated for the year of purchase. After seventy-five (75%) percent of all lots are sold, a homeowners association shall be formed by the lot owners to govern future common area maintenance expenditures and such other relevant matters as the lot owners desire. Declarant shall not be subject to the initial assessment or any future assessments for common area maintenance. In the event that the owner of any lot fails and refuses, after demand by the Declarant, or its successor, to pay in full all assessments Declarant, or its successor shall have a lien against said lot. Declarant, or its successor, may enforce collection of the assessment, together with reasonable attorneys fees, by and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and

BK 775PG098

perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the lot.

A. Purpose of Assessment - To provide for insurance, taxes, safety and maintenance of the common areas including the entrance.


4. Ty-Par Realty, Inc. reserves an easement in and right at anytime in the future to grant a ten (10) foot wide right of way over, under, and along the side line of each lot and a twenty-five (25) foot wide right of way over, under, and along the rear of each lot for the installation an maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities. There is also reserved any special utility easement as reserved across said lots as shown on recorded plat.

5. Unless seventy-five (75%) percent of said lots have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including, but not limited, the cancellation thereof, or as to delete any or all of said lots from the effect of these restrictions or to waiver set back and set off requirements as to any lot. However, after the sale of seventy-five (75%) percent of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

These restrictions shall be applicable only to the property described as 13.82 acres recorded in Plat Cabinet D, File 661, in the office of the Register of Deeds for Union County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

TY-PAR REALTY, INC.

Attest:   
Secretary

By:   
President

BK 775PG099

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Gene Hains who, being duly sworn, says that he/she is the \_\_\_\_\_ is the \_\_\_\_\_ Secretary and that L. Carlton Tyson is the \_\_\_\_\_ President of Ty-Par Realty, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said \_\_\_\_\_ President and attested to by the said \_\_\_\_\_ Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 4 day of April, 1995.

My commission expires:  
My Commission Expires August 19, 1998

Notary Public

Shelley S. Smith

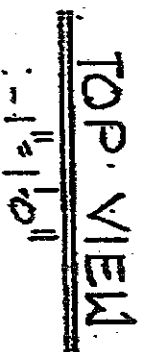


The foregoing certificate of Shelley S. Smith, Notary Public of Union County, NC, is/are certified to be correct. This instrument and certificate are duly registered at the date and time shown in the Book and Page shown on the first page hereof.

Judy G. Price BY: \_\_\_\_\_  
Register of Deeds  
Union County, NC

Assistant Deputy

**EXHIBIT #**



Return to:  
Ty-Par Realty  
P.O. Box 748  
Monroe, NC 28111-0748

BK 1111 PG 0367

RJG  
J.T.

SECOND AMENDMENT TO RESTRICTIVE COVENANTS  
AND ADDITION TO RESTRICTIVE COVENANTS  
OF BUCKINGHAM SUBDIVISION

filed for record  
Date 10-24-98  
Time 3:45 o'clock P m  
JUDY G. PRICE, Register of Deeds  
Union County, North Carolina  
This Second Amendment to Restrictive Covenants and Addition to Restrictive Covenants of Buckingham subdivision is made and entered into this 17th day of June, 1998, by Ty-Par Realty, Inc., a North Carolina corporation with principal offices in Union County, North Carolina, hereinafter referred to as "Declarant".

0409461

WITNESSETH

THAT, WHEREAS, the Declarant executed and recorded a Declaration of Restrictive Covenants of Buckingham subdivision on September 7, 1994, and recorded in Deed Book 736 at Page 62 on April 4, 1995, and recorded in Deed Book 774 at Page 94, and on April 11, 1994 recorded in Deed Book 860 at Page 13, pertaining to the property known as the Buckingham subdivision as shown on plats recorded in Plat Cabinet E, File 291, Plat Cabinet E, File 292, and Plat Cabinet E, File 669 in the Office of the Register of Deeds of Union County.

WHEREAS, the Declarant now desires to amend said restrictions pertaining thereto and;

WHEREAS, Paragraph 5 provides for the right of the Declarant to amend said restrictions in any and all respects until seventy-five percent (75%) of the lots have been sold and conveyed by the Declarant, and;

WHEREAS, the Declarant is still the owner of more than seventy-five percent (75%) of the lots shown in the plats of the Buckingham subdivision;

NOW THEREFORE, in consideration of the premises and for the purposes as aforesaid, the Declarant for itself, its successors and assigns, and future grantees and lessees, does hereby amend said restrictive covenants as follows:

Only after one hundred percent (100%) of all lots are sold and conveyed, a Homeowners association shall be formed by the lot owners to govern future common area maintenance expenditures and such other relevant matters as the lot owners desire.

Except as herein expressly modified, the original Restrictive Covenants of Buckingham subdivision, including the application of the use restrictions and provisions for maintenance and assessments of the original restrictions of Buckingham subdivision and shall remain in full force and effect.

BK 1111 PG 0368

IN WITNESSETH WHEREOF, the Declarant has executed this Second Amendment to the Restrictive Covenants of Buckingham subdivision under seal this the 17th day of June, 1998.

ATTESTED:

Assistant Secretary

William C Kimball

TY-PAR REALTY, INC.

BY:

[Signature]  
President

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, GUENDA C. DANLEY, a Notary Public, do hereby certify that William G. Kimball personally appeared before me this day and acknowledged that he is the Assistant Secretary of Ty-Par Realty, Inc., a North Carolina corporation, and that by authority duly given 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 Secretary.

Witness my hand and notarial seal, this the 22, day of June, 1998.

my commission expires: 2.10.2009

Guenda C. Danley  
Notary Public

The foregoing Certificate of Guenda C. Danley, Notary Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and the Book and Page shown on the first page hereof.

Shirley Price REGISTER OF DEEDS for Union County.

By: Shirley Price  
Deputy/Assistant Register of Deeds

BK 860 PG 4 13

Filed for record  
Date 2-28-96 of Book P m  
JUDY G. TROTT, Register of Deeds  
Union County, Missouri, North Carolina

FIRST AMENDMENT TO RESTRICTIVE COVENANTS  
AND ADDITION OF PROPERTY TO RESTRICTIVE COVENANTS  
OF BUCKINGHAM SUBDIVISION

073507

THIS FIRST AMENDMENT AND ADDITION OF PROPERTY TO THE RESTRICTIVE COVENANTS OF BUCKINGHAM SUBDIVISION is made and entered into this 11<sup>th</sup> day of April, 1996, by Ty-Pat Realty, Inc., a North Carolina Corporation with principal offices in Union County, North Carolina, hereinafter referred to as "Declarant".

WITNESSETH:

THAT, WHEREAS, the Declarant executed and recorded a Declaration of Restrictive Covenants of Buckingham Subdivision dated April 4, 1995, and recorded in Deed Book 775 at Page 94 of the Union County Register of Deeds Office pertaining to the property known as Buckingham Subdivision as shown on Plats recorded in Plat Cabinet D, File 661 in the Office of the Register of Deeds of Union County and;

WHEREAS, the Declarant now desires to amend said Restrictions by the addition of additional phases to Buckingham Subdivision and to the Restrictions pertaining thereto and;

WHEREAS, Paragraph 5 provides for the right of the Declarant to amend said Restrictions in any and all respects until seventy-five percent (75%) of the lots have been sold and conveyed by the Declarant and;

WHEREAS, the Declarant is still the owner of more than seventy-five percent (75%) of the lots shown upon the original recorded plat of Buckingham Subdivision;

NOW THEREFORE, in consideration of the premises and for the purposes as aforesaid, the Declarant for itself, its successors and assigns, and future grantees and lessees, does hereby amend said Restrictive Covenants as follows:

1. By adding to said Restrictions Phase II for a total of 117 lots all of Buckingham Subdivision as shown on Exhibit A, attached hereto and incorporated herein by reference.

Except as here in expressly modified the original Restrictive Covenants of Buckingham Subdivision, including the application of the use restrictions and provisions for maintenance and assessments of the original restrictions of Buckingham Subdivision to the new phase are ratified and approved and shall remain in full force and effect.

BK860PG414

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Restrictive Covenants of Buckingham Subdivision under seal as of the 11<sup>th</sup> day of April, 1996.

TV-PAR REALTY, INC.

By  
President

ATTESTED:

Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, Candida C. Thomas, a Notary Public, do hereby certify that Gene S. Hains personally appeared before me this day and acknowledged that he/she is the Secretary of TV-PAR REALTY, 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/her as its Secretary.

Witness my hand and notarial seal, this the 11<sup>th</sup> day of April, 1996.

Candida C. Thomas  
Notary Public

My Commission Expires: 3/24/2001

The foregoing Certificate(s) of Candida C. Thomas RD

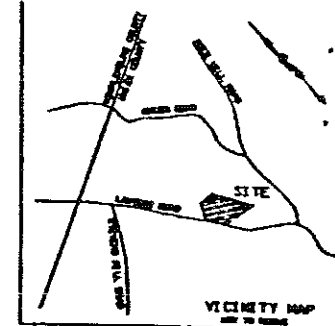
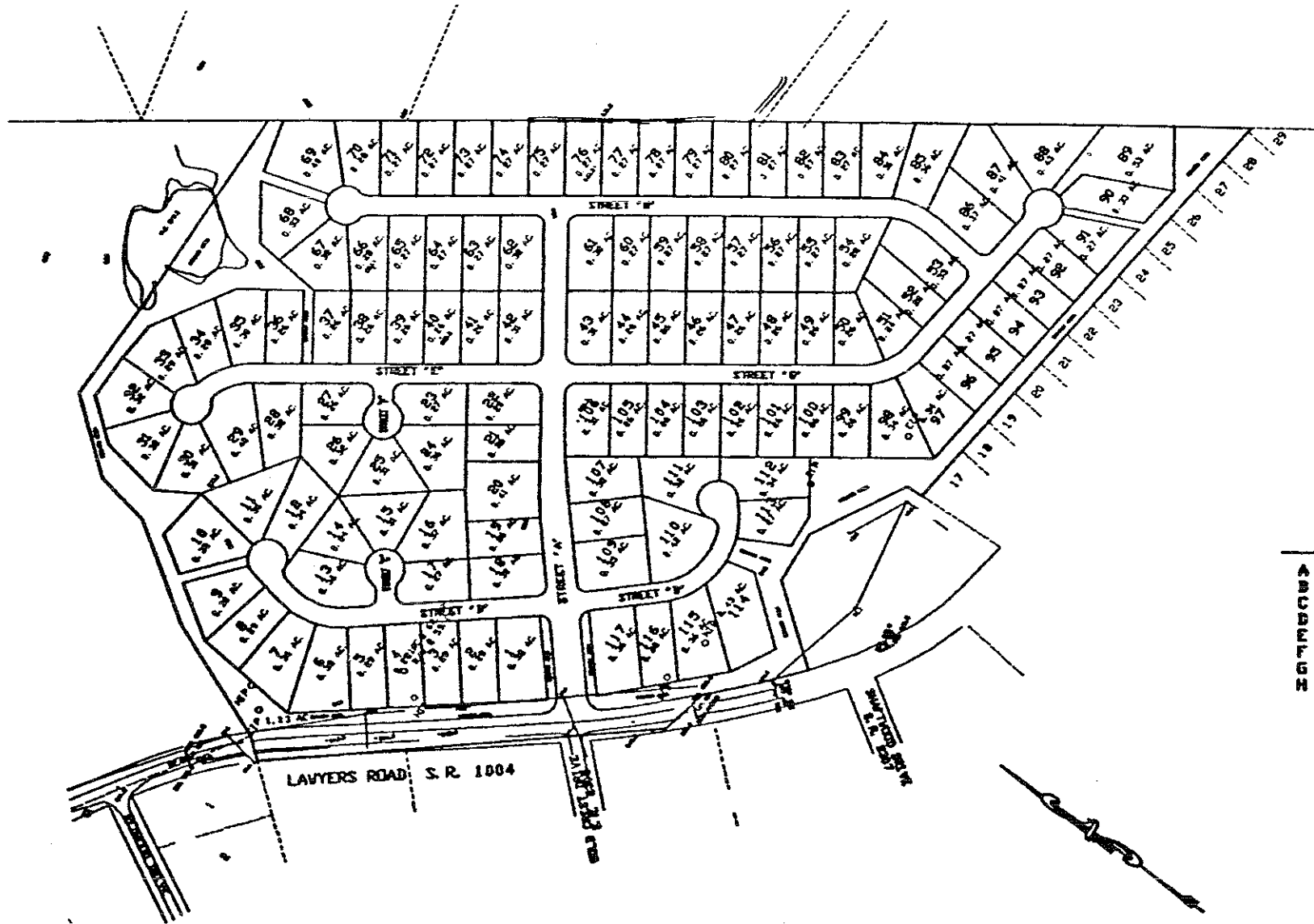
Gene S. Hains

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Judy H. Price, RD Deputy Assistant Register of Deeds  
REGISTER OF DEEDS FOR Union COUNTY

CRISPIN, CALDWELL,  
HELDER, LEE  
& HELMS, P.A.  
ATTORNEYS-AT-LAW  
MONROE, N.C.





STREET NAME INDEX

- A = CASTLEMAINE DRIVE
- B = COLCHESTER LANE
- C = GATVICK LANE
- D = CHAUCERY LANE
- E = DERBYSHIRE LANE
- F = RAVENS COURT
- G = WESTMINSTER LANE
- H = LEICESTER DRIVE

BK860 Pg. 15



Buckingham