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Drawn by & return to:
Perry, Bundy, Pylet & Long, L.L.P.

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 8-8-2002 o'clock 2 m
Time 11:25
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made this 7th day of August 2002, by RON R. RUSHING, joined by his wife, BELINDA KAY RUSHING and RON R. RUSHING d/b/a/ RON R. RUSHING CONSTRUCTION, of Union County, North Carolina and AMERICAN COMMUNITY BANK of Union County, North Carolina, hereinafter referred to as the parties of the first part; and PROSPECTIVE PURCHASERS of all lots in subdivision known as CHESHIRE GLEN as shown on maps recorded in the Office of the Register of Deeds for Union County, North Carolina on Maps 1 of 3, 2 of 3, and 3 of 3 in Plat Cabinet H, Files 96, 97, and 98, reference being made thereto and same being incorporated herein by reference for more particular descriptions and other details.

WITNESSETH:

WHEREAS, the said parties of the first part intend to convey each of said lots as the same are shown and delineated on the above-mentioned maps, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which the said parties of the first part may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform to said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all or a numbered lot on said map may combine with such numbered lot, parts or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. See, also, Paragraph 16.

2. Land Use and Building Type.

(a) Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any subdivision lot is prohibited; and the remodeling, repairation, renovation or conversion of any building moved and placed on any subdivision lot, for use as a dwelling, is prohibited. No mobile or manufactured or modular home may be erected, placed or permitted to remain upon any Lot. A private garage and outbuilding are permitted on each lot, provided they are erected incidental to the residential use of the subdivision lot. Any such outbuilding or garage that has an entrance fronting on a subdivision street or public road, or in which the contents or interior of the same are visible from

the subdivision street or public road, shall have a door or doors which shall be maintained in good working order and which shall be used to conceal the contents and interior. All garages and outbuildings shall have a brick foundation. It is provided, however, that Ron R. Rushing, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such model home may be maintained in the subdivision.

(b) Roofs. Roof pitches on any residence shall be constructed with a minimum pitch of 8/12, and no roof pitches shall be permitted flatter than pitch of 8/12.

(c) Site and Plan Approval. No building, fence, swimming pool or other structure, including residential dwelling, shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee consisting of Ron R. Rushing or any future designee of his. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has then commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall not be entitled to any compensation. No aboveground swimming pools shall be permitted on any lot.

3. Dwelling Size.

(a) Any one-story dwelling erected upon any Lot shall contain not fewer than 1800 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

(b) Any one and one-half story dwelling erected upon any Lot shall contain not fewer than 2000 square feet outside measurement of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not fewer than 1300 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

(c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not fewer than 2350 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not fewer than 1200 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. Construction Quality. All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exteriors of all dwellings must be constructed of brick or stone or stucco or combination thereof, no other exterior materials being permissible. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any Lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No barn shall be located on any Lot. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot. Any storage shed or outbuilding must be located behind the dwelling house (behind the building line of the backside of the dwelling). Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions. Provided, however, the owners of Lots 12-16 may construct a metal airplane hanger, maximum one per lot, in the rear of the lot and behind the residential dwelling, for the purpose of storing one airplane. Further provided, that such hanger shall be prohibited and shall not be located on any of said lots until and unless a residential dwelling is first constructed on the lot on which the hanger is to be constructed. Union County Land Use Plan and zoning must first be complied with, with regards to hangar construction.

5. Setback Lines. No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. No building shall be located nearer than ten feet to any sideline or nearer than fifteen feet to the rear line of any Lot. It is provided, however, that eaves, steps, stoops and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat. The Union County Zoning Ordinance shall control and supersede all setbacks herein where the recorded plats do not show same or where county zoning setbacks require greater distance than are herein required.

6. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement five (5) feet in width is reserved along each sideline of each Lot. Additional drainage easements, utility, and watershed easements are reserved as may be more particularly shown and delineated on the recorded map of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or

permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit any easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

Ingress/Egress to Adjoining Airstrip (landing strip) and Utility Purpose. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest or by owners of either or all of Lots 12 - 16, for access to and from the airstrip (landing strip) located west of said lots; that the southwest property lines of Lots 12 and 13, and the west property lines of Lots 13 - 16 are hereby subject to a 30 foot-wide easement for ingress and egress, the property lines being the west line of the easement and the east line of the easement running parallel thereto at distance of 15 feet at all points, which easement is subject to the joint use and benefit of lots 12 - 16 and the owners thereof, and shall benefit no other lots or persons or entities. This easement is appurtenant to and shall run with the land and shall be permanent; provided, however, the Party of First Part is under no obligation to enter into any agreement with the owner of the adjoining airstrip by future owners of Lots 12 - 16, and the respective future owners of Lots 12 - 16 are hereby obligated to enter into his or her own agreement with said airstrip owner. Lots 12 - 16 are shown on and more particularly described on Map 2 of 3 of the recorded subdivision maps, the same being incorporated herein by reference.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition.

8. **Antennas and Satellite Dishes.** No freestanding antenna shall be permitted on any Lot. Any satellite dish placed on any Lot must be located behind the rear line of the residence, and placement and location of a satellite dish, otherwise is prohibited.

9. **Nuisances and Vehicles.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be regularly permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "Lot" shall include subdivision street. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the subdivision streets. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and all other similar property on the street in the subdivision, and such property shall not be permitted to be parked in the front yard or where it is highly visible from any streets within the subdivision. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any lot.

10. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

11. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

12. **Livestock and Poultry.** 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 they are not kept, bred, or maintained for commercial purposes. Household and domesticated pets shall remain confined within the boundaries of the lot of such pet's owner, except where same is or are kept on a leash when outside the lot boundaries.

13. **Restriction Against Fences.** No fence may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. No fence, which exceeds six (6) feet in height, may be erected on any portion of the Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area. Reference is made to numbered paragraph 2, above, requiring review and approval.

14. **Business.** Reference is made to numbered paragraph 9, above.

15. **Outside Access to Streets.** No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets. Provided, however, Ron R. Rushing or his successor in interest hereby specifically reserves the

sole and exclusive right to use all or a portion of any subdivision lot, and to grant or dedicate same or grant or dedication an easement over same, for the purpose of providing a means of ingress and egress to land located outside the subdivision boundaries as shown on the recorded maps hereinbefore identified; and further provided, that easements for ingress and egress are reserved and dedicated as set forth in numbered paragraph 6, above.

16. Combination of Lots; Further Subdivision. More than one (1) Lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided lots.

17. Private Drives - Grant of Easements - Shared Maintenance. Where on the recorded subdivision plat there is shown a private drive or driveway to be shared by two or more lots, the lot or lots over which all or a part of the drive or driveway runs shall be subject to an easement therefor as shown on the plat, and the lot or lots being served thereby are hereby granted a permanent, joint and nonexclusive easement and right of way for use of same for ingress and egress, which is appurtenant to and runs with the land. Maintenance and upkeep of any such drive or driveway shall be at the sole expense of the owners of the lot or lots being served thereby, which expense shall be paid pro rata. By purchase of any lot served by any such shared private drive or driveway, the owner(s) and subsequent owners, successors and assignees covenant and agree to maintain said shared drive or driveway in good condition, adequate and usable in all weather conditions for all seasons. Purchasers of any lot served by a private drive or driveway are hereby put on notice that, unless otherwise notified, the reason for such drive is because of access to the public road being limited by government authorities.

18. Changes and Time Period. These restrictive covenants are subject to being altered, modified, changed or cancelled any time by written document executed by the Declarants (if Declarants still own any lot at such time) and by the then-owners of not fewer than 75% of the total lots shown on the above-referenced plats, and recorded in the office of the Register of Deeds of Union County, North Carolina.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned Lots up to and including the 31st day of August 2022, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless by written instrument executed by a majority of the then-owners of said Lots, and duly recorded in the office of the Register of Deeds of Union County no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agreed to change or cancel in whole or in part.

19. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of any side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages.

20. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

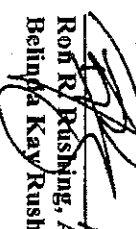
21. Deeds of Trust. American Community Bank holds a first deed of trust lien on the subject land which is subject of these covenants, recorded in the Union County Registry in Book 1783, page 178, and by its signature hereto, the bank hereby joins in these restrictive covenants and consents thereto and agrees that the same shall be hereby imposed on all lands described in its said deed of trust.


IT IS HEREBY DECLARED THAT the above described Lots as shown on the above-referenced recorded map shall be and are subject to the above-described restrictive covenants and conditions, and this Declaration and the Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration.

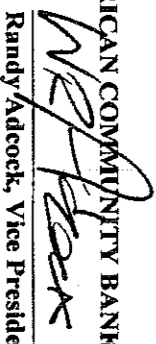
IN WITNESS WHEREOF, parties of the first part have set their hands and seals this day, month and year above written.

 (SEAL)
Ron R. Rushing

 (SEAL)
Belinda Kay Rushing

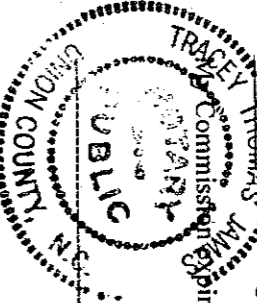
By:  (SEAL)
Ron R. Rushing, Attorney-in-Fact for
Belinda Kay Rushing

 (SEAL)
Ron R. Rushing, d/b/a/ Ron R. Rushing
Conservator

AMERICAN COMMUNITY BANK
By:  (SEAL)
Randy Adcock, Vice President

NORTH CAROLINA - Union County

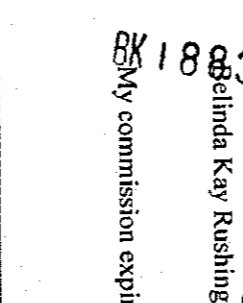
I, a Notary Public, of said County and State certify that **Ron R. Rushing** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 11th day of August 2002.



[Signature]
Notary Public

NORTH CAROLINA - Union County

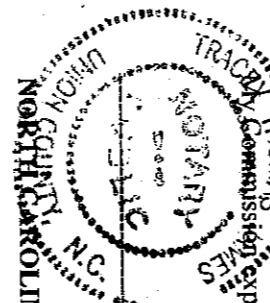
I, a notary public of the County of Union and State of North Carolina, do hereby certify that **Ron R. Rushing**, Attorney-in-Fact for **Belinda Kay Rushing**, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Belinda Kay Rushing and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in Record Book 830, page 363 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and the said Ron R. Rushing acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of **Belinda Kay Rushing**. Witness my hand and official seal, this 11th day of August 2002.



[Signature]
Notary Public

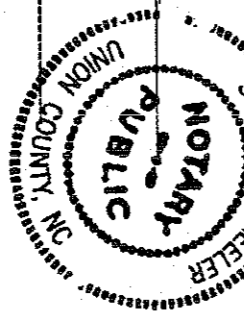
NORTH CAROLINA - Union County

I, a Notary Public, of said County and State certify that **Ron R. Rushing, d/b/a/ Ron R. Rushing Construction**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 11th day of August 2002.



[Signature]
Notary Public

I, a Notary Public of the County and State aforesaid, certify that **Randy Adcock** personally came before me this day and acknowledged that he is the Vice-President of American Community Bank, N.A., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its capacity as Vice-President.



[Signature]
Notary Public

THE FOREGOING CERTIFICATE of Tracey Thomas, Notary Public, is 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.

JUDY G. PRICE, REGISTER OF DEEDS OF UNION COUNTY

By: *[Signature]*
Deputy/Assistant Register of Deeds