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BOOK 322 PAGE 735

STATE OF NORTH CAROLINA
COUNTY OF UNION

RETIRED CLERK
MADE IN BOOK 429
PAGE 714

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 25th day of April, 1979 by ISABEL DAVIS WERS and husband, WILLIAM THOMAS WERS, JR. of Lancaster, South Carolina; NANCY H. DAVIS, Unmarried; NEWMAN P. DAVIS, Unmarried, and WILLIAM N. DAVIS, JR., Unmarried, of Union County, North Carolina, by and through their Attorney-In-Fact, ROBERT A. DAVIS; and ROBERT A. DAVIS, Unmarried, Individually, of Union County, North Carolina; hereinafter called "Developer";

WHEREAS, Developer is the owner of real property known as "Creek Acres" which is more particularly described on Exhibit A attached hereto and made a part hereof which is planned for residential enjoyment; and,

WHEREAS, It is the desire of Developer to originate an harmonious community of people in which the natural wooded appearance of the property is preserved and in which few man-made objects are readily observed and subject to the protective covenant, conditions, restrictions, reservations, and charges for the preservation and maintenance of certain areas used in common by owners of lots in said subdivision all as hereinafter set forth.

WHEREAS, the Developer executes this instrument to evidence their consent to make his or her property or interest subject to this Declaration of Covenants and Restrictions; and,

NOW THEREFORE, Developer declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting of value, desirability and attractiveness thereof, and which shall run with the real property and shall be binding on all parties hereto and on all parties having or acquiring any right, title or interest in the said described real property or any part thereof and shall insure to the benefit of each owner thereof.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jackson Township, Union County, North Carolina, more particularly described as being all of Lots numbered 1-176, inclusive, of "Creek Acres" as shown upon the map thereof recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet A, Files 164A, 164B, 165A, 165B, and 166A, reference to which is hereby specifically made.

ARTICLE II
General Covenants and Restrictions

Section 1. (a) All lots shown upon the aforesaid maps shall be used for residential purposes only. No structures shall be placed upon or be permitted to remain upon the

ROBERT L. HUFMAN
ATTORNEY AT LAW
MONROE, N. C. 28110

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said lots except one single family dwelling and its outbuildings. No house trailers or mobile homes shall be placed upon said lots at any time.

- (b) No dwelling or its outbuildings shall be less than 100 feet from any road right of way or less than 30 feet from any side or back property line. Provided, however, that as an exception to this paragraph, lots 9, 19, 28 and 120 may have a 60 foot building set back from the road right of way because of the close creek bank.
- (c) Trees shall not be cut within 50 feet of any road right of way except for the purpose of pruning said trees and for the construction of a driveway to the residence on said lot.
- (d) No metal fences, pumphouses, parking areas or other manmade objects shall be placed within 50 feet of any road right of way.
- (e) No lot shall be divided so as to result in any lot having less than two acres and having less than 200 feet road frontage abutting any road right of way. Provided, however, that as an exception to this paragraph, lots 67, 74, 87, 88 and 124 may have a 140-foot road frontage but each of said lots must contain at least two acres.
- (f) No noxious or offensive activities shall be carried on upon any portion of the Properties nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the property. No disposal of discharge of any contamination into the streams or lakes such as oil, sewage or garbage shall be permitted.
- (g) 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 wastes shall not be kept except in sanitary containers and shall not be placed or stored within 20 feet of the property line of any lot or other parcel of the the properties. All incinerators or other equipment for the storage or disposal of said materials shall be kept in a clean and sanitary condition and shall not be placed within 20 feet of the property line of any lot or other parcel of the properties.
- (h) Animals, livestock or poultry may be kept provided their number does not exceed 2 per acre, including increase.
- (i) Driveway construction shall not interfere with the existing roadway or drainage. Each owner shall install a pipe approved by the North Carolina Department of Transportation, or by the Road Owners Association, whichever is applicable, under his driveway in the roadway ditch and each owner shall keep the roadway ditch clean along the front of his lot or lots.

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ARTICLE III
General Provisions

Section 1.

Duration. The covenants and restrictions of this Declaration shall continue for a term of thirty-five years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed notice is sent to every owner at least 90 days in advance of any action taken.

Section 2.

Enforcement. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Developer or the individual lot owners and their respective legal representatives, heirs, successors and assigns. The enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants.

Further, in addition to all other remedies, the Developer or the individual lot owners may seek an order from a court of competent jurisdiction permitting him to enter upon the portion of the Properties upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and the person entering shall be not deemed liable for any manner of trespass for such action. The owner shall pay on demand the cost and expense of such abatement or removal, which shall include reasonable attorney's fees, and other costs in connection therewith. The cost of such abatement or removal shall, when due, become a lien upon the portion of the properties affected, subject and subordinate only to the lien of any first deed of trust now or hereafter placed upon such lot, enforceable at law or at equity by the Developer or individual lot owner, whoever abated or removed the violation. The foreclosure of a lien hereof shall not operate to affect or impair the lien of any first deed of trust now or hereafter placed upon such lot and the foreclosure of a lien of such first deed of trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such first deed of trust, and such foreclosure purchaser, or taker of a deed in lieu thereof, shall take title to such lot free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of a deed in lieu thereof, but subject to the lien hereof for all such costs that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

The failure by the Developer, or the individual lot owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any liability attached to the Developer, any owner,

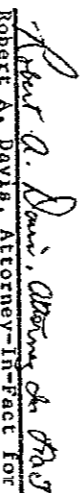
for failure to enforce the same as hereinafter provided.

Section 3. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage paid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing. If husband and wife are owner, a joint notice to them shall be sufficient unless the Association receives from one or both of them written instruction to the contrary.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Developer shall join with all other lot owners within the property described in Exhibit A to form a "Road Owners Association" for the purpose of constructing and/or maintaining the private roads shown on recorded maps of "Crow Creek Acres". As an exception to this paragraph any lot having direct access to a State Maintained Road shall not be required to participate in the Road Owners Association. All lot owners adjoining any of the above mentioned private roads are required to sign the attached "Disclosure Statement" in duplicate and return one copy to the secretary of the "Road Owners Association" for "Crow Creek Acres".

In testimony whereof, Developer has executed, signed and set their hands and seals in acknowledgement of their consent that the respective portions of "Crow Creek Acres" be hereby made subject hereto.


Robert A. Davis, Attorney-in-Fact for
Isabel Davis Myers; William Thomas
Myers, Jr.; Nancy H. Davis; Newman P.
Davis; and William N. Davis, Jr.


Robert A. Davis, Individually

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NORTH CAROLINA - Union County

I, Rachel M. Eudy, a Notary Public of Union County, do hereby certify that Robert A. Davis personally appeared before me this date and individually executed the foregoing instrument for the uses and purposes therein expressed.

Witness my hand and notarial seal this 25th day of April, 1979.
My commission expires: 3/22/82 Rachel M. Eudy (Seal)
Notary Public

NORTH CAROLINA - Union County

I, Rachel M. Eudy, a Notary Public of Union County, do hereby certify that Robert A. Davis, Attorney-In-Fact for Isabel Davis Myers and husband, William Thomas Myers, Jr.; Nancy H. Davis, Unmarried; Newman P. Davis, Unmarried, and William N. Davis Jr., Unmarried, 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 the above named individuals and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Union County, North Carolina, on the 25th day of January, 1977, in Book 293, page 6, and that this instrument was executed by virtue of the authority given by said instrument granting him power of attorney; that the said Robert A. Davis acknowledged the due execution of the foregoing and annexed instrument, for the purpose therein expressed for and in behalf of the above named individuals.

Witness my hand and notarial seal, this 25th day of April, 1979.
My commission expires: 3/22/82 Rachel M. Eudy (Seal)
Notary Public

STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate (s) of Rachel M. Eudy, Notary (Notaries)

Public for Union County, State of North Carolina (are) certified to be correct. Filed for record this the 14th day of May, 1979 at 4:20 o'clock P.M. in Book 322 Page 735
By: John E. Feltz Deputy
Mary B. Carriker-Register of Deeds

ROBERT L. HUFFMAN
ATTORNEY AT LAW
MONROE, N. C. 28110

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EXHIBIT A

BEGINNING at a nail marking the intersection of the centerline of Davis Road (S.R. 1113), the Ruby Linder Road and the Old Ridge Road, a common corner of the property of the R. A. Davis Heirs and Cameron Townsend, said beginning point being located 1356.45 feet from northeast corner of the property of Wycliff Bible Translators, and running thence from said beginning point along and with the centerline of Ruby Linder Road two calls as follows: North 74 degrees 1 minute 10 seconds West 504.86 feet to an iron, thence North 35 degrees 45 minutes West 1192.1 feet to an iron in the northeast corner of Chester Bitterman property; thence along said Bitterman's line North 79 degrees 26 minutes 43 seconds West 1013.95 feet to an iron on the eastern property line of Henderson Belk property; thence along said Belk line two calls as follows: North 35 degrees 45 seconds West 730.0 feet to an iron; thence North 12 degrees 15 minutes 10 seconds West 656.33 feet to iron on the southern corner of John Belk property; thence along John Belk's line three calls as follows: North 49 degrees 57 minutes 54 seconds East 2742.69 feet to an iron by an old tree; thence South 40 degrees 49 minutes 41 seconds East 609.43 feet to an iron by an old rock; thence North 56 degrees 33 minutes 54 seconds East (passing a nail in the centerline of Davis Road at 970.12 feet) a total distance of 1335.22 feet to an iron in the southern corner of Viola Craig property; thence along the Craig line North 56 degrees 56 minutes 08 seconds East 346.22 feet to an iron in the southern corner of Otho Ross property; thence along Ross line North 56 degrees 18 minutes 37 seconds East 342.62 feet to an iron in the southern corner of B.F. Price property; thence along the Price line North 59 degrees 0 minutes 26 seconds East 1767.15 feet to an iron in the western corner of the John G. Joyner property; thence along Joyner's line three calls as follows: South 39 degrees 08 minutes 34 seconds East 742.55 feet to an iron; thence South 24 degrees 0 minutes East 165.0 feet to an iron; thence South 38 degrees 0 minute 0 second East 440.9 feet to an iron on the western corner of the Ronald Gluck property; thence along Gluck's line two calls as follows: South 80 degrees 56 minutes 39 seconds East 429.0 feet to an iron; thence South 49 degrees 13 minutes 39 seconds East (passing an iron at the western corner of E. E. Giddings property at 188.65 feet) a total distance of 518.82 feet to an iron in the centerline of Old Ridge Road (60 feet right of way recorded in Deed Book 262, page 410); thence along centerline of said road four courses as follows: North 34 degrees 49 minutes 41 seconds East (passing an iron at the intersection with the centerline of Addison Road; Plat Cabinet A, File A-13, at 450.0 feet) a total distance of 554.0 feet to an iron; thence North 48 degrees 37 minutes 41 seconds East 297.0 feet to an iron; thence North 45 degrees 43 minutes 41 seconds East 528.0 feet to an iron; thence North 54 degrees 48 minutes 41 seconds East 48.0 feet to an iron on the southeast corner of the Bruce Benton property, said point being the end of the 60 foot right of way for Old Ridge Road; thence along Benton's line North 54 degrees 48 minutes 41 seconds East 467.0 feet to an iron on the western property line of H. H. Massey; thence along Massey's line three calls as follows: South 4 degrees 5 minutes 51 seconds West 1742.4 feet to an iron; thence South 21 degrees 57 minutes 15 seconds East 1980.0 feet to an iron; thence North 81 degrees 32 minutes 38 seconds East 429.0 feet to an old stone on the southwest corner of B. H. Starnes property; thence along Starnes' line three courses as follows: South 75 degrees 55 minutes 24 seconds East 431.33 feet to an iron by a fence corner; thence South 0 degrees 20 minutes 54 seconds West 363.23 feet to an iron; thence South 59 degrees 36 minutes 05 seconds West 686.84 feet to an iron in an old pile of rocks at the northwest corner of V. A. Norwood property; thence along Norwood's line two courses as follows: South 12 degrees 0 minute 0 second West 446.0 feet to an iron; thence South 45 degrees 0 minute 0 second West 330.0 feet to an iron in the eastern corner of the Hedrick, McKnight, Niven property; thence along Hedrick, McKnight, Niven line six courses as follows: South 86 degrees 0 minute 0 second West 518.0 feet to an iron; thence

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North 17 degrees 49 minutes 39 seconds West 1505.0 feet to an iron; thence South 85 degrees 41 minutes 47 seconds West 1729.0 feet to an iron; thence South 73 degrees 00 minute 00 second West 717.0 feet to an iron; thence South 24 degrees 30 minutes 00 second East 356.0 feet to an iron; thence South 11 degrees 20 minutes 00 second East (passing an iron at 2399.0 feet) a total distance of 2439.0 feet to the centerline of Waxhaw Creek; thence along said creek centerline eleven courses as follows: North 59 degrees 29 minutes 3 seconds West 291.51 feet; thence North 78 degrees 35 minutes 28 seconds West 215.87 feet; North 73 degrees 8 minutes 9 seconds West 146.50 feet; North 54 degrees 44 minutes 28 seconds West 133.73 feet; North 72 degrees 27 minutes 17 seconds West 366.55 feet; South 36 degrees 6 minutes 58 seconds West 118.59 feet; South 30 degrees 47 minutes 5 seconds East 246.77 feet; South 47 degrees 2 minutes 53 seconds East 57.38 feet; South 1 degree 53 minutes 7 seconds East 127.67 feet; South 23 degrees 4 minutes 49 seconds West 165.55 feet; South 57 degrees 11 minutes 31 seconds West 91.87 feet; thence South 13 degrees 8 minutes 47 seconds East (leaving Waxhaw Creek and passing an iron at 20 feet) a total distance of 1133.35 feet to an old iron at a corner of Traveler's Insurance property; thence along Travelers' line ten courses as follows: (1) South 73 degrees 24 minutes 56 seconds West 339.03 feet; (2) South 73 degrees 24 minutes 56 seconds West 143.40 feet; (3) South 64 degrees 43 minutes 15 seconds West 180.25 feet; (4) North 54 degrees 25 minutes 8 seconds West 122.71 feet; (5) South 58 degrees 42 minutes 35 seconds West 171.55 feet; (6) South 42 degrees 55 minutes 34 seconds East 127.01 feet; (7) North 84 degrees 34 minutes 5 seconds West 225.01 feet; (8) South 41 degrees 58 minutes 31 seconds West 321.62 feet; (9) South 23 degrees 34 minutes 48 seconds East 106.49 feet; and (10) South 89 degrees 9 minutes 15 seconds West 71.8 feet to a point in the center of Waxhaw Creek, said point being the southeast corner of the Henderson Belk property; thence along Belk's line four courses as follows: (1) North 10 degrees 40 minutes 16 seconds West (passing an iron at 40 feet) a total distance of 1023.97 feet to an old iron; (2) South 85 degrees 2 minutes 32 seconds West 910.18 feet to an old iron; (3) North 14 degrees 54 minutes 48 seconds West 606.33 feet to an old iron; and (4) South 57 degrees 36 minutes 8 seconds West 643.55 feet to an old iron in the eastern corner of Fred Staples' property; thence along Staples' line two courses as follows: (1) North 7 degrees 0 minutes 0 seconds West 140.0 feet to an iron; and (2) North 67 degrees 48 minutes 40 seconds West 229.67 feet to an iron on the eastern right of way line of Davis Road (a 60 foot wide state road known as S.R. 1113); thence along said right of way line four courses as follows: (1) North 4 degrees 37 minutes 21 seconds East 316.8 feet to an iron; (2) North 5 degrees 43 minutes 24 seconds East 100.07 feet to an iron; (3) North 10 degrees 58 minutes 28 seconds East 289.0 feet to an iron; and (4) North 14 degrees 34 minutes 20 seconds East 780.0 feet to a point in the center line of Old Ridge Road; thence North 75 degrees 25 minutes 40 seconds West 30.0 feet to the point of beginning and containing approximately 870 acres, according to survey by M. E. Giddings, Registered Land Surveyor. Said property is described as being Lots numbered 1, 2, and 4 through 176 as shown on five maps of "Crow Creek Acres", Sections 1, 2, 3, 4 and 5 recorded on February 12, 1979, in Plat Cabinet A, Files 164A, 164B, 165A, 165B and 166A.

SAVE AND EXCEPT from the above described property the below listed tracts which have heretofore been conveyed by Robert A. Davis, Individually, et als and Robert A. Davis, Attorney-In-Fact.

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SCHEDULE A - Continued

DAVIS ROAD

Book 179, page 170	3.25 acres	Fred Bevenssee and wife
Book 182, page 705	Right of way	Duke Power Company
Book 211, page 312	33.42 acres	Edwin L. Radin and wife
Book 212, page 348	6.00 acres	Edwin L. Radin and wife
Book 214, page 290	Right of way	State Highway Commission
Book 216, page 652	Timber Deed	Piedmont Hardwood Lumber Co., Inc.
Book 240, page 029	Right of way	Duke Power Company
Book 272, page 474	4.56 acres	Duke Power Company
Book 281, page 735	Right of way	Duke Power Company
Book 293, page 455	1.033 acres	Robert Bartell and wife
Book 293, page 464	1.033 acres	Norma W. Zell
Book 306, page 314	0.178 acres	Fred A. Staples and wife
Book 306, page 320	3.333 acres	Rick L. Wills and wife
Book 307, page 409	4.000 acres	Robert A. Murphy and wife
Book 308, page 083	2.123 acres	Stuart Shepherd and wife
Book 308, page 092	1.330 acres	James D. Andrew and wife
Book 314, page 335	2.000 acres	Frederick C. Bruner and wife
Book 314, page 339	4.030 acres	Leater E. Karp and wife
Book 314, page 388	1.033 acres	Margaret B. McSwain
Book 244, page 474	7.425 acres	Isabel Davis Myers

RIDGE ROAD

Book 262, page 410	Right of way	Merlin E. and Gloria V. Giddings Family Trust
Book 262, page 413	7.46 acres	Merlin E. and Gloria V. Giddings Family Trust
Book 262, page 415	7.46 acres	Merlin E. and Gloria V. Giddings Family Trust
Book 262, page 417	10.01 acres	Merlin E. and Gloria V. Giddings Family Trust
Book 268, page 408	7.46 acres	Merlin E. and Gloria V. Giddings Family Trust

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SCHEDULE A - Continued

Book 268, page 414	7.46 acres	Merlin E. and Gloria V. Giddings Family Trust
Book 293, page 458	3.087 acres	Virgil Gottfried and wife
Book 293, page 461	2.094 acres	William C. Townsend and wife
Book 296, page 467	4.00 acres	Elmer Francis Ash
Book 304, page 363	4.00 acres Deed of correction	Elmer Francis Ash
Book 306, page 317	3.333 acres	Merlin E. Giddings and wife
Book 306, page 323	2.00 acres 1.333 acres	David Dills
Book 307, page 728	3.000 acres	Paul E. Duffey and wife
Book 308, page 292	5.000 acres	Ray V. Harrie and wife
Book 308, page 566	3.000 acres	Dudley E. Stone
Book 308, page 648	4.000 acres	Frederick B. Niehoff and wife
Book 08, page 092	2.680 acres	James D. Andrew and wife
Book 310, page 455	1.000 acres	Virgil P. Gottfried and wife
Book 315, page 212	5.000 acres	Jacob R. Ruth and wife
Book 316, page 734	3.000 acres	Paul E. Duffey and wife
Book 317, page 192	3.087 acres Deed of correction	Virgil Gottfried and wife
Book 317, page 195	1.000 acres Deed of correction	Virgil Gottfried and wife

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EXHIBIT B

SUBDIVISION STREETS DISCLOSURE STATEMENT
COMPLIANCE OF STREETS WITH N. C. GENERAL STATUTES
G.S. 136-102.6

Attached maps have been filed of record with the Register of Deeds, Union County, N.C., listed as follows:

"Crow Creek Acres", Section 1, 2, 3, 4 and 5

Register of Deeds File: Plat Cabinet A, Filee 164A, 164B, 165A, 165B and 166A.

Date of Filing: February 12, 1979.

The roads shown on the attached maps are designated as private roads from Public Road 1113.

The roads will have a right-of-way width of 60 feet as shown on the aforesaid maps.

All lots will have direct access to the private roads for ingress and egress to the Public Road 1113.

The roads will be constructed with a dirt base and a crushed stone surface.

By signing this instrument, the undersigned prospective purchaser of Lot _____, Section _____, "Crow Creek Acres", acknowledges receipt of a duplicate original of this notification prepared in compliance with provisions of General Statutes 136-102.6 and also agrees to be a member of, and comply with the rules and regulations of, the "Road Owners Association" for Crow Creek Acres.

SELLERS:

Robert A. Davis, Attorney-in-Fact
Robert A. Davis, Attorney-In-Fact for
Isabel Davis Myers; William Thomas
Myers, Jr.; Nancy H. Davis; Newman P.
Davis; and William N. Davis, Jr.

Robert A. Davis
Robert A. Davis, Individually

Sworn to and subscribed before me,
this 25th day of April, 1979.

Patricia D. Eady
Notary Public
My commission expires: 3/22/82

BUYERS:

Sworn to and subscribed before me,
this _____ day of _____, 19____.

Notary Public
My commission expires: _____