

REC'D  
INDEXED  
NORTH CAROLINA  
UNION COUNTY

BOOK 597 PAGE 305

Filed for record  
Date 4-8-72 at 10:15 M.  
Time  
CHIEF CLERK, Register of Deeds  
Union County, North Carolina

RESTRICTIVE COVENANTS  
LAWYERS CROSSING SUBDIVISION

WHEREAS, James Leo Haigler and wife Dale B., (hereinafter called Developer) are the owners of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Lawyers Crossing Subdivision and recorded in Plat Cabinet D, Files 230 through \_\_\_\_\_ in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

PURPOSE

1. The lots in said subdivision shall be used for single family detached residential purposes only.

BUILDINGS & CONSTRUCTION

2. No building, fence, wall or other structure, including but not limited to clotheslines, satellite dishes, basketball goals, shall be commenced, erected or maintained upon any lot, nor shall any exterior change or alteration 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 by the Developer (the term Developer, when used herein shall include his heirs or assigns) as to harmony of external design and location in relation to surrounding structures and topography. Developer reserves the right to appoint an agent for architectural control and to delegate responsibility for such approvals to said party. Notice of approval / disapproval shall be given to an applicant not more than thirty days after submission or approval shall not be required. Any approval granted by Developer shall not constitute or be construed as an approval by Developer of the structural stability, design or quality of any proposed building.

3. Except as hereinafter provided all dwellings shall be of brick veneer construction and an enclosed garage shall be constructed with the residence building on each lot. All garage doors shall be kept closed except when used for entering or exiting so as to maintain a neat appearance. No residence shall be constructed having less than 1,350 heated square feet (plus a one or two car garage) for a one-story residence; 1,450 heated square feet (plus a two car garage) for a split-level residence; 1,550 heated square feet (plus a two car garage) for a two story residence. Basements are allowed but shall not be considered toward the heated area requirements.

4. No more than one outbuilding (subject to paragraph 2 above) shall be erected on any lot and shall have substantially the same exterior as the

predominant facade (material and design) of the residence on that lot. Any approved outbuilding shall be erected to the rear of the residence and no closer than 15 feet from a side-line or rear-line which joins the perimeter of the subdivision, ten feet from a side-line or rear-line which joins any other lot in the subdivision, fifteen feet from the right of way of any side street.

5. No dwelling shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat, nor nearer to the side lot than fifteen feet, nor nearer to the rear lot line than forty feet.

6. Only concrete driveways shall be allowed serving any residence in the subdivision.

7. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers designed for such use.

#### EASEMENTS

8. Easements of fifteen feet in width along the perimeter of the subdivision and seven and one-half feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lot lines are also reserved for drainage easements.

9. Any submitted and approved structure must be started within six months of approval and completed within one year subsequent to the commencement of construction, provided, Developer may give written consent to extensions at his discretion.

10. More than one 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.

11. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Any such re-subdivision or combination of lots shall be subject to the conditions set forth in paragraph 8 above.

12. No right of ways or easements for any reason shall be granted by the owner of any lot without the express written consent of the Developer.

#### GROUNDS MAINTENANCE

13. 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 on any street or lot on a regular or frequent basis; provided, motorized travel trailers, camper trailers, motor homes, and boats owned by the lot owners may be kept on their own lot

provided the same are parked to the rear of the lot and away from public view.

14. No noxious, annoying, or offensive trade or activity shall be conducted upon any tract, including, but not limited to, the discharge of firearms, fireworks, and similar activities.

15. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developer. Any damage to such installations caused by any failure of any owner of any lot(s) shall be repaired by that owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

#### ANIMALS / PETS

16. No animals of any kind any be kept or maintained upon any tract except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes. Any household pets kept outside of any residence or building must be kept confined to that lot owned by that pets owner.

#### ADDITIONALLY

17. Nothing contained herein shall be construed as imposing any covenants and restrictions on any property of the Developer other than the property described herein.

18. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, the prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

19. These restrictive covenants may be changed in whole or in part by recording in the Union County Public Registry, a written agreeing to change said covenants signed by seventy-five percent of the then owners of the lots shown upon the aforesaid subdivision map.

20. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years each 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.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal this the 12th day of November, 1992.



Developer:

*James Leo Haigler* (seal)  
James Leo Haigler  
*Paul B. Haigler* (seal)  
Paul B. Haigler

NORTH CAROLINA  
UNION COUNTY

I, *Matthew F. Banta*, a Notary Public for said County and State, do hereby certify that James Leo Haigler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and notarial seal, this the *10th* day of *November*, 1992.

*Matthew F. Banta*  
Notary Public

My commission expires: *9/23/96*



~~Return To~~  
ROBERT L. HOLLAND

NORTH CAROLINA -- Union County *Cynthia F. Banta*  
The foregoing certificate(s) of

Notary Public of *Union Co., N.C.*

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book *597* Page *306*  
this *2nd* day of *December*, 19*92* at *4:15* o'clock *P.* M.  
*O'Neil, Phyllis*  
REGISTER OF DEEDS  
By: *Suppy of Andrews* Deputy

BK 94 3P6246

Prepared By And Return To  
ROBERT L. HOLLAND

NORTH CAROLINA

UNION COUNTY

Filed for record  
Date 2.17.97  
Time 10:40 o'clock A.m  
Judy G. Cooke, Register of Deeds  
Union County, Indiana, North Carolina

RESTRICTIVE COVENANTS  
LAWYERS CROSSING SUBDIVISION

WHEREAS, James Leo Haigler and Dale B. Haigler (hereinafter called "Developer") are the owners of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Lawyers Crossing Subdivision, Phase III, and recorded in Plat Cabinet E, File 361 and 362 in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

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PURPOSE

1. The lots in said subdivision shall be used for single-family, detached residential purposes, only.

BUILDINGS & CONSTRUCTION

2. No building, fence, wall or other structure, including but not limited to, clotheslines, satellite dishes, and basketball goals shall be commenced, erected or maintained upon any lot, nor shall any exterior change or alteration 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 by the Developer (the term Developer when used herein shall include his heirs or assigns) as to harmony of external design and location in relation to surrounding structures and topography. Developer reserves the right to appoint an agent for architectural control and to delegate responsibility for such approvals to said party. Notice of approval or disapproval shall be given to an applicant not more than thirty (30) days after submission or approval shall not be required. Any approval granted by Developer shall not constitute or be construed as an approval by Developer of the structural stability, design or quality of any proposed building.
3. Except as hereinafter provided all dwellings shall be of brick veneer construction and an enclosed garage shall be constructed with the residence building on each lot. All garage doors shall be kept closed except when used for entering or exiting so as to maintain a neat appearance. No residence shall be constructed having less than 1,500 heated square feet (plus a one or two car garage) for a one-story residence; 1,600 heated square feet (plus a two car garage) for a split-

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level residence; 1,700 heated square feet (plus a two car garage) for a two story residence. Basements are allowed but shall not be considered toward the heated area requirements.

4. No more than one outbuilding (subject to Paragraph 2 above) shall be erected on any lot and shall have substantially the same exterior as the predominant facade (material and design) of the residence on that lot. Any approved outbuilding shall be erected to the rear of the residence and no closer than 15 feet from a side-line or rear-line which joins the perimeter of the subdivision, 10 feet from a side-line or rear-line which joins any other lot in the subdivision, 15 feet from the right-of-way of any side street.
5. No dwelling shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, nor nearer to the side lot line than 15 feet, nor nearer to the rear lot line than 40 feet.
6. Only concrete driveways shall be allowed serving any residence in the subdivision.
7. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers designed for such use.

#### EASEMENTS

8. Easements of 15 feet in width along the perimeter of the subdivision and 7-1/2 feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities, including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lot lines are also reserved for drainage easements.
9. Any submitted and approved structure must be started within six (6) months of approval and completed within one (1) year subsequent to the commencement of construction, provided Developer may give written consent to extensions at his discretion.
10. More than one 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.
11. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Any such re-subdivision or combination of lots shall be subject to the conditions set forth in Paragraph 8 above.
12. No rights-of-way or easements for any reason shall be granted by the owner of any lot without the express written consent of the Developer.

#### GROUNDS MAINTENANCE

13. 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

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commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any street or lot on a regular or frequent basis; provided, motorized travel trailers, camper trailers, motor homes, and boats owned by the lot owners may be kept on their own lot provided the same are parked to the rear of the lot and away from public view.

14. No noxious, annoying or offensive trade or activity shall be conducted upon any tract, including but not limited to, the discharge of firearms, fireworks and similar activities.

15. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developer. Any damage to such installations caused by any failure of any owner of any lot(s) shall be repaired by that owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

#### ANIMALS/PETS

16. No animals of any kind may be kept or maintained upon any tract except customary household pets, such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes. Any household pets kept outside of any residence or building must be kept confined to that lot owned by that pet's owner.

#### ADDITIONALLY

17. Nothing contained herein shall be construed as imposing any covenants and restrictions on any property of the Developer other than the property described herein.

18. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect; further, the prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

19. These restrictive covenants may be changed in whole or in part by recording in the Union County Public Registry, a written agreement to change said covenants signed by seventy-five (75%) percent of the then owners of the lots shown upon the aforesaid subdivision map.

20. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

IN WITNESS WHEREOF, the Developer has hereunto set his had and seal this the 31<sup>ST</sup> day of January, 1997.

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DEVELOPER:

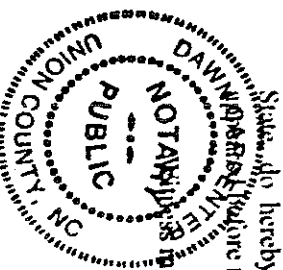
James Leo Haigler (SEAL)  
James Leo Haigler

Dale B. Haigler (SEAL)  
Dale B. Haigler

NORTH CAROLINA  
UNION COUNTY

I, DAWN CARPENTER, a Notary Public for said County and State, do hereby certify that JAMES LEO HAIGLER and DALE B. HAIGLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 31<sup>ST</sup> day of January, 1997.



Dawn Carpenter  
Notary Public

My Commission Expires: 11-31-2001

The foregoing certificate of Dawn Carpenter, AP 08  
Union Co, NC

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

Judy G. Price BY: Judith Lingo  
Register of Deeds Assistant Deputy  
Union County, NC