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RESTRICTIVE COVENANTS

Jeen. Haigherand wife Dale B., (hereinafter tain tract of land located in Union (thereof entitled Lawyers Crossing Su, Files _230_ through ____ in the iii C ពួ bdivision County Developer) p.r.c Carolina, d recorded

and restrict EHERMAS, Developer and assigns uoqu on said subdivision future ů and im ţ, ת מ penefit of b Said t of himself, subdivision. covenants imself, his

NOW, THEREFORE, upon each and . all of the lots Said ů T e following covenants aforesaid:

PURPOSE

eubdivision shall be detached

BUILDINGS & CONSTRUCTION

- right to appoint an agent for responsibility for such approvadisapproval shall be given to an submission or approval shall no constitute or peveloper shall not constitute of the structural stability, design maincashed upon any jour hour shall may exterior the nature, kind, a until the plans and specifications showing the nature, kind, a materials, and location of the same shall have been submitted to in writing by the Developer (the term Developer, when used in writing by the Developer (the term Developer, when used in writing by the Developer (the term Developer, assigns) as to harmony of external design plants to surrounding structures and topography. Developer is the surrounding structures and topography. building, fence, war. hasket tellite dishes, basket agent for architectura approvals to said p en to an applicant not shall not be require her structure, setball goals, s rchitectural (const par not been submitted to and approvements when used herein shipper, when used herein shipper, when design and location external design and location は「中山町 any proposed includin ny approval gradery have the thirty day and to c i tar -Guiblind grante limited delegate be made heights, Ac Pr Shall Lieds 0480
- building on haii. 1000 t deuxin entering COUSTO CONSTRUCTED hereinafter lot, exiting an enclosed garace garage ovided all d garage shall intain a n 1,350 heate all be con kept closed w with the BXCBDt brick 第二四章
- 4. No a Aue Lieut outbuildin shall. (subject to はない

BOOK 597 PLEE 306

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- 4118 z locate Iot Ö # # ű
- subdivision, AT40 CONCERTE driveways O O allowed SET VING residence t t t
- portion Į shall れらい garbage maintained and other dumping shall なのです # †

EASEMENTS

- 計算 hereby along width a11 a the s
- approval Any submitted truction, and provided, Developer ΛEW giv⊕ t the 4 within ů extensions 400
- prescribed consent 5 More combined Develop apply and HWORK map) or with the building 10
- 11.Developer shall subject # Ç right conditions portion all of
- Ņ いましなり Z ō right ğ ways or t without easements for any consent 9 ranted eloper. Ť

GROUNDS MAINTENANCE

frequer shall any io D kept neatly

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ġ, the the lot and away from public

14. No noxious, annoying, or of-upon any tract, including, but fireworks, and similar activities. annoying, offensive trade out not limited ដូច activity shall the discharge shall . 9 h conducted firearms,

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

ANIMALS / PETS

shall be kept within said subdivision for comments. household pets kept outside of any residence confined to that lot owned by that pets owner. 16. No animals of any kind customary household pets sishall be kept within said household pets kept outsi Such とした ij spop kept or maintained upon dogs and cats; provided, commercial ٩ building breeding purpos no household except

ADDITIONALLY

- 7. Nothing contained estrictions on any herein shall be construed as imposing property of the Developer other than than covenants the prope property
- 18. These restrictive covenants may taggrieved party owning a lot in the subminvalidation of any one of these restrictions that in no way effect any of the otshall in no way effect any of effect, shall remain in full force and effect, such action shall be entitled to be aw part of such action. the subdivision, jo restrictive covenants by judgment of a the other provisions herein contained, et, further, the prevailing party ed in jointly law or equity by or severally, by judgment of +000 la Coul ů Ž 수 Which , any as a
- 19. These restrictive covenants may be changed recording in the Union County Public Registry, a casaid covenants signed by seventy—five percent of the shown upon the aforesaid subdivision map. d in whole or i written agreeing the then owners (ä Ů, to change
- parties the dat agreeing signed extended and all persons ů, r successive periods a majority of the the change said covenants claiming under the ther time with the in whole or ō, said ten years land 4 and shall lots has shall Ü twenty binding Ĭ ty years from automatically instrument
- 냚 WITNESS WHEREOF Developer hereunto

BOOK 597 PAGE 308

County and county and ared before strument. PART Co. N. Co. N. Co. N. Page. book	is (and) certified to be correct. This instrument was presented for registration and recorded in this office at Book	NORTH CAROLINA Union County Lynthia F. Bakts N The foregoing certificate(s) of Lynthia F. Bakts N Notary Public of Linion C		A Control of the Cont	ROBERT L. HOLLAND	My commission expires: 9 EXPL	Witness my hand and notarial seal, this the IIIII day of _ILLOWENAGES., 1992.	NORTH CAROLINA UNION COUNTY L, Loghth Later that James Leo Haigler personally appeared before this day and acknowledged the due execution of the foregoing instrument.	Developer: Sames Leo Haigher Same B. Haigher (se
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Prepared By And Return To ROBERT L. HOLLAND

NORTH CAROLINA

UNION COUNTY

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July Control Nation of Deeds

Union Clumby, Martines, 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.

upon each and all of the lots in said subdivision aforesaid: NOW, THEREFORE, Developer hereby imposes the following covenants and restrictions 098836

PURPOSE

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

BUILDINGS & CONSTRUCTION

- 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 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 nor shall any exterior change or alteration be made until the plans and specifications showing the satellite dishes, and basketball goals shall be commenced, erected or maintained upon any lot, proposed building No building, fence, wall or other structure, including but not limited to, clotheslines,
- 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. garage) for a one-story residence; 1,600 heated square feet (plus a two car garage) for a split-No residence shall be constructed having less than 1,500 heated square feet (plus a one

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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.

- 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 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 feet from the right-of-way of any side street. subdivision. 10 feet from a side-line or rear-line which joins any other lot in the subdivision, 15
- 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.
- ò Only concrete driveways shall be allowed serving any residence in the subdivision
- refuse. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other Trash, garbage and other waste shall be kept in sanitary containers designed for such use.

EASEMENTS

- easements along the rear and side lot lines are also reserved for drainage easements. utilities, including the right to keep such easements free and clear of all obstructions. 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
- and completed within one (1) year subsequent to the commencement of construction, provided Developer may give written consent to extensions at his discretion. Any submitted and approved structure must be started within six (6) months of approval
- event the building line requirements prescribed herein shall apply to such combined lot. form one or more building lots with the express written consent of the Developer and in such More than one lot (as shown on the subdivision map) or part thereof may be combined to
- 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

property of The grounds and shrubs shall be kept neatly trimmed at all times and no unsightly personal any type, including but not limited to, junk automobiles, farm implements and

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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 commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any street parked to the rear of the lot and away from public view.

- including but not limited to, the discharge of firearms, fireworks and similar activities annoying or offensive trade or activity shall be conducted upon any tract,
- 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. 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 Each owner of lots in the subdivision shall be responsible for the control of erosion and

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

- any property of the Developer other than the property described herein. Nothing contained herein shall be construed as imposing any covenants and restrictions on
- 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. These restrictive covenants may be enforced in law or equity by any aggrieved party
- 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.
- unless an instrument signed by a majority of the then owners of the lots has been 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 agreeing to change said covenants in whole or in part. recorded

IN WITNESS WHEREOF, the Developer has hereunto set his had and seal this the 3/5T day of January, 1997 day of January, 1997.

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DEVELOPER:

(SEAL)

(SEAL)

ames Leo Haigles

Dale B, Haigler

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

ONOTANTIAL State of the personal seal, this 315 day of January, 1997. 100 Sec. 100

My Commission Expires: 11-21-2001

Camping conflicate(e) of Camping Confronter, NP (9)

London Co. (NC)

Inverse continued to be correct. This instrument and continue and to be correct and the date and time and in the Book and Page shown on the first page hereof.

Judy G. Price BY: <u>WhytenO. (Licto</u> Register of Deeds **Assistant/Deputy Union County, NC**