Caturato: Box lan 350 Construction 8.

Springs, N.C. 28108

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Reference

NORTH CAROLINA

UNION COUNTY

Time 17:52 schock A. W. Lary G. PROE. Register of Deeds Marky Lovroe, North Carolina Pled for record

## RESTRICTIVE COVENANTS LEGACY ON THE LAKE SUBDIVISION

WHEREAS, Developer) is to Union County, Legacy on the File Number 21 #1 Development Company, (hereinafter of the owner of a certain tract of land 1 North Carolina, as shown on a plat the Lake Subdivision and recorded in Plat Lake Subdivision County Registry; and (hereinafter called in ract of land located in on a plat thereof entitled corded in Plat Cabinet )

protective covenants and restricthe use and benefit of himself, future owners of the lots in sai er desires to place and impose and restrictions upon said subt of himself, his successors and a lots in said subdivision. subdivision assigns and

covenants and restrict subdivision aforesaid: NOW. THEREFORE, Developer hereby and restrictions upon each y imposes and all c of the lots in **801**3

- family The lots in said subdivision shall be used for single detached residential purposes only.
- commenced, eracted or maintained upon any lot.
  exterior additon change or alteration be made
  specifications showing the nature, kind, shape
  materials, and location of the same shall have
  and approved in writing by the Developer (the
  when used herein shall include its heirs and of
  harmony of external design and location in rel
  surrounding structures and topography. Developer
  right to appoint an agent for architectural co surrounding right to app Notice of appropriate of the second s mony rounding structure to the first to appoint an agent for such a segate responsibility for such a segate responsibility for such a segate responsibility for submiss chitectural control and to approvals to said person. I shall be given to an applicant sion or approval shall not be kind, shape, hei shall have been in relatic and assigns made relation to veloper reserves the lontrol and to to said person. structure unt11 term Developer, ssigns) as to heights, shall the plans submitted shall be (X) Ç
- 3. Except as hereing constructed with the resided doors or garage openings front the rear lot line. Int numbers 14, 15, 16, 17 lake view lots) having lest the two car garage). No in the two car garage). the two car garage). No remumbers 11, 12, 13, 20, 21 (less than 1,900 square feet story single level structure split ) for t as hereinafter provided a two car ith the residence building on each l ge openings shall enter from the sid residence shall be c l, 15, 16, 17, 18 and 19 (which are l) having less than 2,500 heated squ rage). No residence shall be const Ing.

  2,500 heated square feet (p. 21 and 22 containing heated floor are ture; 2,100 square feet (plus the two car garage) for a clure; 2,100 square feet (plus the two car garage) and the ture; 2,300 square feet (plus the two car garage). Car bar garage shall be lot. All garage side lot line or constructed on feet () area of C)

(plus tare all cructi 25, structed upon lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 23 25, 26, 27, 28, 29, 30, 31, and 32 containing heated floor a of less than 1,800 square feet (plus the two car garage) as story single level dwelling; 1,900 square feet (plus the car garage) for a split level dwelling; 2,000 square feet is the two car garage) for a two story dwelling. Basements allowed but shall not be considered in meeting the minimum ted square feet requirement. for

- 4. No trailer, modular home, mobile home, tent, shack, or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior construction of brick or stucco siding. Concrete block may used for the foundation, but must be covered by brick veneer stucco. Ö barn
- 5. Any detached outbuildings approved by the Developer shall be erected to the rear of the main dwelling and no close than 15 feet from a side line or rear line which joins the parimeter of the subdivision, seven and one-half (7 1/2) feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty (60) feet from the center any side street. ins any center feet closer O ma
- front the re 6. No dwelling shall be located on any lot not lot line than the minimum building set-back recorded plat, nor nearer to the side lot line nearer the rear lot line than 40 feet. nearer k lines ne than shown on 15 feet,
- metarial a design of paragraph Garages and outbuildings may be constructed only and design substantially similar to the materials the dwelling. Subject to the approval contained the 2 above. 9 of a and in
- of the subdivision and seven and one-half (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 lines are also reserved as drainage easements.
- 9. Construction of new dwellings only shall be permitted, it being the intent of this covenant and restruction to prohibit the moving of any existing building or portion thereof on a lot and remodeling or covering the same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction, provided, Developer may give written consent to extensions of time due to circumstances reasonable beyond the control of the owner of said lot.
- 10. No subdivision chain-link may be r nacessary permitted within the to enclose tennis co

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or other used, it view by a similar amenities, and even then, must, itself, be adequately and tappropriate landscaping and plantthen, if chain link fence is and thoroughly screamed from plant-life.

- 11. Satellite dishes must be fully enclosed or an appropriate structure (see Paragraph 2 above), or and/or trees of sufficient size and height so as to satellite dishes from view. or surrounded by screen said
- 12. dwelling Only concrete drives in the subdivision. shall be allowed serving any
- square fee advertise view on feet any lot e o r ign of any ot except a or a sign of property i y kind shall be displayed to the public a professional sign of not more than to of not more than five square feet to for sale or rent.
- 14. No subdivision of any lot will be permitted without the prior written consent of #1 Development Company, its successors or assigns. the
- 15. The grounds and shrubs shall be kept neatly trimmed all times and no unsightly personal peroperty of any type, including, but not limited to, junk automobiles, farm implames and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular of allowed to basis; provided, motorized travel trailers, camper frequent basis; provided, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners be kept on said lot provided the same are parked to the rear said lot and away from public view. implaments 9 of Of
- 16. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms, firecrackers and similar activities, and no animals or poultry of any kind may be kept or maintained on any of said tracts except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes.
- 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 epply to such combined lot. Developer reserves the right to reapply to such combined lot. Developer reserves the right to resubdivide any portion or all of the subdivision owned by the beveloper. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lines of such combined or re-subdivided lots.
- 18. No be granted b landowners t right by the to the of way or easer owner of any Ic subdivision's of way easement ement for egress and of to create access streets without the ingress shall by adjoining express

wr1tten approval of ed't Developer

19. 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 of the Developer caused by any failure of any owner of a lot shall be repaired by such owner who shall save Developer harmless from any loss or such owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

- 20. Nothing herein contained any covenants and restrictions on other than the property described shall be construed as imposing any property of the Developer herein.
- 21. These restrictive covenants may be enforced in law or equity by any agrieved 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.
- right to waive inadvertantly v restriction. in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by written instrument agreeing to change said covenants signed by seventy-five percent (75%) of the then owners of the lots shown upon the aforesaid subdivision map, provided, however, Developer reserves the right to amend, delete or change these Restrictive covenants, in whole or in part until fifty percent (50%) of the lots in said subdivision have been sold and further reserves the right to waive any setback restrictions herein contained which inadvertantly violated up to ten percent (10%) of the setback
- 23. These covenants shall run with the land and binding upon all parties and all persons claiming un a period of twenty (20) years from the date hereof, time said covenants shall be automatically extended successive periods of ten (10) years each unless an signed by a majority of the then owners of the lots recorded, eggressing to change said covenants in whole periods of ten (10) ye majority of the then "Bewing to change said and unde , after which instrument shall be part

this this CORPORATE EA REOF, the Developer has day of Makember, 1 is hereunto 1994. 3 6 B his hand

RATE SEACH

(CORF

(President) (SEAL)

NORTH CAROLINA

UNTION COUNTY

state, certify that white me this day and acknowledge of #1 Development Company, duly given and as the act instrument was signed in sealed with its corporate Secretary. is President by authority on, and that by authority pration the foregoing ersonally came before Rosen as 148

Witness November hand a. and notarial this the 28# day of

(SEAL) My commission expires:

11.0 PIJELIC Public

this	is (and certified to be correct. This instrument was presented for registration and recorded in this office at Book	352	The foregoing certificate(f) of	NORTH CAROLINA - Union County Cames S. Helms
By Assivospe	ecorded in this office at Book		Notary Public of	and the second designation of the second

Report of the second

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Mail ä Development. Corp.

Springs, <del>Z</del> 28108

Filed for record Time 11:25 NDY G. PRICE. Union County, M

CAROLINA

UNION COUNTY

RESTRICTIVE COVENANTS
LEGACY ON THE LAKE SUBDIVISION

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WHEREAS, Developer) is Union County, File N y on the #1 Development Company, (hereinafter called the owner of a certain tract/of land located in North Carolina, as shown on a plat thereof entitlake Subdivision and recorded in Plat Cabinet ( in the Union County Registry; and tled

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 covenants and restrictions upon each abddivision aforesaid: y imposes and all o of the lots in said

- The lots detached r s in said s residential subdivision shall be used for single
- 2. No building, fence, wall or commenced, erected or maintained upon any lot, nor exterior additon change or alteration be made until specifications showing the nature, kind, shape, had materials, and location of the same shall have been and approved in writing by the Developer (the term when used herein shall include its heirs and assign harmony of external design and location in relation surrounding structures and topography. Developer r right to appoint an agent for architectural control delegate responsibility for such approvals to said delegate responsibility for such approval be given to made until the structure heights, shall not be rm Developer reserves the person the plans shall be ubmitted to any and
- lot number less lots) having less carage). No residence and 21 fact (p) 3. Except as hereinafter constructed with the residence doors or garage openings shall front the rear lot line. No relation numbers 13, 14, 15, 16, 17 ye) for a split lever to a ty containing ngs shall enter from the ne. No residence shall be 5, 16, 17, and 18 (which a 2,500 heated square feel shall be constructed upon 100 provided a heated garage floor 40 ر لا در each for ŭ side lot CBH lot. All garage de lot line or constructed on garage number Kacasa ed limbus es ed suid) shall two car rs 10, than



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nTd allowed but aquare one and one-car garage) out shall not feet require yarage) for a two sto all not be considered requirement. containir story dw dwelling; Z, vvv story dwelling; Bastory dwelling Bastory the heat ,000 square feet ng. Basements ng the minimum 22, 23, t ₩0 one

- 4. No trailer, modular home, mobile home, tent, shack, bar or similar structure shall be erected on said tract and any building erected on said lot shall have a primary exterior construction of brick or stucco siding. Concrete block may be used for the foundation, but must be covered by brick veneer or RABO
- perimeter from a si shall by side. feet Any detached outbuildings approved by the Developer erected to the rear of the main dwelling and no closer feet from a side line or rear line which joins the cof the subdivision, seven and one-half (7 1/2) feet de line or rear line of any lot which line joins any in the subdivision, sixty (60) feet from the center of the subdivision, sixty (60) feet from the center of the subdivision.
- front recorded nearer th O lot No dwelling shall be located on any lot nearer t line than the minimum building sot-back lines rded plat, nor nearer to the side lot line than ar the rear lot line than 40 feet. to the shown on 15 feet,
- metarial a design of paragraph Garages and outbuildings may be constructed only of a and design substantially similar to the materials and the the dwelling. Subject to the approval contained in above.
- other side lot lines and rear lot lines is hereby installation and maintenance of utilities including the easements free and clear of all obstructionates along the rear and side lines are also drainage easements. fifteen (15)reet in width (7 1/2) feet along hereby reserved fo including the right along the 1/2) feet tions e perimeter elong all eved for These
- extensions control of the moving of any existing building or portion the and remodeling or covering the same into a dwelling welling constructed upon a lot in the subdivision completed within one year subsequent to the comment construction, provided, Developer may give written extensions of time due to circumstances reasonable control of the owner of said lot. being the moving Construction the intent of 01 this o ew dwellings only shall be permitted, s covenant and restruction to prohibi building or portion thereof on a lot the same into a dwelling way. reasonable beyond the commencement
- 10. No chain-link subdivision except as necessary shall be permitted within the to enclose tennis co

or other similar amenities, and even then, if chain used, it must, itself, be adequately and thoroughly view by appropriate landscaping and plant-life. link fence is screaned from

- an appropriate s and/or trees of satellite dishes Satellite dishes priate structure rees of sufficien sufficient from view. (see nust must be fully enclosed or surrounded by see Paragraph 2 above), or by shrubbery size and height so as to screen said
- 12. dwelling Only concrete drives shall be allowed serving any in the subdivision.
- square feet, advertise ti 13. No sign of any l or on any lot except a are feet, or a sign of artise the property for y kind shall be displayed to a professional sign of not m of not more than five square for sale or rent. yed to the public f not more than two square feet to
- prior assigns. 14. No subdivision of any lot will be permitted without th written consent of #1 Development Company, its successors t De
- frequent k trailers, be kept on said lot a all times and no unsightly including, but not limited and commercial vehicles or allowed t to be kept put basis; provis, motor home on said lot grounds away provided, motorized trave homes and motor boats own lot provided the same are and shrubs shall be kept neatly trimmed at ightly personal peroperty of any type, imited to, junk automobiles, farm implamenties or buses exceeding two tons shall be arked on any lot or street on a regular or public View trailers, camper by the lot owners may parked to the rear of a regular or m implaments
- carried on up which may bec customary household pets such household pets shall be kept commercial breeding purposes. irecrackers kind may n upon any tract, no become an annoyance noxious limited to, the unsimilar activities or offensive trade or activity shall be tract, nor shall anything be done thereon annoyance or nuisance to the neighborhood, to ited to, the discharge of firearms, liar activities, and no animals or poultry of or maintained on any of said tracts except pets such as dogs and cats; provided, no be kept within said subdivision for
- part thereof me with the execution with the express written consent of the Developer and in event the building line requirements prescribed herein shapply to such combined lot. Daveloper reserves the right subdivide any portion or all of the subdivision owned by Developer. Upon combination or re-subdivision of said lot easements reserved herein shall be applicable to the rear reserved may we tren line r than one lot (as : herein shown on the subdivision map) of form one or more building lots form one or more | of the Developer Tots lots, the such 100
- 18. No right of way or easement : be granted by the owner of any lot to landowners to the subdivision's street streets for without th egress and BEBREAKE ingress shall

written approval of the Developer

- of lots ed by
- other than the covenant 20. Nothing h property herein contained shall be construed as imposing d restrictions on any property of the Developer roperty described herein.
- attorney' ŝ ce and er shall be and as a proprovisions effect, fi entitled law or ARK
- ğ to change said comof the then owners ed in whole reserves t 名のなびからなん
- binding upon a period of t time said cov covenants after strument them nem for which part.

뒫 WITNESS 7/ day o the Developer has 1995. his hand

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Development Compan

Company (S

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	NORTH
	CAROLINA

UNITON COUNTY

authority

Witness 7 W day of

PRICE, REGISTER OF DEEDS 1995 presented 795, for registration and certified to be