

NORTH CAROLINA
UNION COUNTY

RESTRICTIVE COVENANTS

Filed for record
Date 1-24-89
Time 3:00 of clock P M.
ONEL L. FLETCHER, Register of Deeds
Union County, North Carolina

RECORDED

THIS DECLARATION, made this 20th day of January, 1989, by RICHFIELD, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or "Declarants",

WHEREAS, Declarant is the owner of that certain tract of land hereinafter described, located in Union County, North Carolina, and

WHEREAS, Declarant desires to subject and impose said property with mutual and beneficial restrictions, covenants, conditions and limitations of uses to which they may be put and place same under a general plan or scheme of improvement for the benefit and complement of said property, obligating the future owners of said property in accordance therewith.

NOW, THEREFORE, Declarant hereby declares that said property for which these restrictions are adopted are held and shall be held, conveyed, hypothe-cated, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property herein described. The declaration of restrictions is designed for the purpose of keeping said property desirable and uniform, and in suitable aesthetic and practical design and use as herein specified; and all of the restrictions herein contained shall run with the land and be binding upon all parties acquiring any right, title or interest in or to all the real property or any part or parts thereof subject to such restrictions.

DESCRIPTION OF PROPERTY

All those certain tracts or lots of land being situated in Monroe Township, Union County, North Carolina, and known as Lots 1 through 7 in New Town Acres, and more particularly described on plat recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File No. 276.

RESTRICTIONS

In the following covenants and restrictions, whenever the term "Seller" shall appear or be used herein, it shall be deemed to mean and include Richfield, Inc., its successors and assigns; whenever either one of the terms "Purchaser" or "Owner" shall appear or be used herein, it shall be deemed and construed to mean and include both purchasers and owners and their respective heirs, legal representatives, administrators, executors and assigns; whenever "Tract" shall appear or be used herein, it shall be deemed and construed to mean and refer to any lot of land as shown upon said recorded subdivision plat.

1. All tracts of the subject property shall be used solely and exclusively for residential purposes.

2. No tract of the subject property shall be subdivided, unless written approval is granted by the Declarant. Nothing contained herein shall be construed to prevent the erection of one building upon two or more adjoining tracts, and in such incidences, the two or more adjoining tracts, for the purpose of these restrictive covenants, shall be considered one tract.

3. No residential structure, other than as described herein, shall be erected, altered, placed, or permitted to remain on any tract other than one detached, single-family dwelling and other accessory structures customarily incidental to country residential use. All such structures other than well houses shall be situated so that no wall or other portion thereof shall be any closer to the front of said lot than the front wall of the residential dwelling. No more than one mobile home shall be allowed on any one tract.

4. No livestock shall be raised, kept or maintained on any tract, with the exception of tract #7, which will allow horses. Household pets will be permitted; however, all household pets shall be contained within the boundaries of the tract on which their owners reside, and such pets shall be contained within the area of the tract that is to the rear of the dwelling unit.
5. No building shall be located nearer than 65 feet to the center line of any private or public street, nor nearer than 15 feet to any side or rear lot line, unless prior written approval is given by Seller for allowing an exception. No building shall be located within any easement.
6. Any conventional residential building located on any tract shall have a minimum of 850 square feet of heated area. Any mobile home located on any tract shall be not less than 12 feet side and 55 feet long, excluding the tongue, or must contain at least 660 square feet of heated area. Any mobile home located on any tract shall be not more than five (5) years old at the time of placement unless prior written approval is given by Richfield, Inc. for allowing an older model to be located on any tract. The front door of any residence erected or situated on a tract shall face the main street on which any residence is located unless prior written approval is given by Richfield, Inc. for allowing an exception. All dwellings must be constructed of new materials and all the exterior of such dwellings must be completed within eight (8) months of commencement of construction; no house or portion of a house from another location shall be allowed to be placed upon any tract without the prior written permission from the Declarant.
7. All residences must be underpinned within one month after the electric power is turned on by the local utility department. Underpinning must be constructed of new materials, consisting of either brick, metallic or vinyl mobile home skirting. The use of any other type of material must receive written approval of the Seller prior to installation.
8. No basement, tent, shack, garage, barn or other outbuilding erected on any tract shall at any time be used as a residence, temporarily or permanently. No sign boards of any description shall be displayed on any tract except signs "For Rent" and "For Sale", which signs shall not exceed 15 inches by 20 inches.
9. No toilet facilities shall be permitted outside the main structure. The main structure shall contain inside toilets which shall be connected to an approved septic tank system in accordance with state and county health regulations.
10. A fifteen (15) foot wide easement is reserved along the inside of the front and side lot lines adjacent to a street right of way for utility and drainage easements, and a fifteen (15) foot wide utility and drainage easement is reserved along the inside of each side and rear lot line that is not adjacent to a street right of way. Other easements are reserved as shown on the recorded map of New Town Acres.
11. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood, as a whole or of a specific area. No unused objects, unused apparatus, uninsured or unlicensed automobiles or any portion thereof shall be permitted to remain exposed on any property. All property shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects or other pests.
12. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this subdivision other than the property to which these restrictive covenants specifically apply.
13. No offensive or noxious trade or activity shall be carried on upon any tract nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
14. Seller hereby reserves the right to use any of the above described property owned by it as streets for the purpose of providing access to or from the above described property or other property owned by it.

15. No lot or any portion thereof of any purchaser may at any time be used as a road, access road, street or alleyway without the express written permission of the Seller.

16. All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets.

17. Streets within the subdivision will remain private streets until dedicated to public use and shall remain private streets until such time as the N. C. Department of Transportation shall undertake and assume the responsibility of maintaining the roads and streets.

18. If any person, firm or corporation hereinafter owning any of said property shall violate any of the restrictions, conditions and covenants herein, it shall be lawful for Richfield, Inc., or any other person, firm or corporation owning any of the above described property restricted hereby to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such restrictions, conditions and covenants, and either to prevent him or it from doing so, or to recover damages or other dues for such violation, including reasonable attorney fees incurred by the party(s) seeking enforcement and costs of court.

19. The restrictions herein imposed shall remain in full force and effect for a period of twenty (20) years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority in interest of the then owners of the lots restricted hereby it is agreed to change said restrictions, conditions and covenants, in whole or in part.

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

21. The development of additional sections of New Town Acres is contemplated by Seller, and these covenants and restrictions may be extended by supplemental declaration to surrounding and contiguous property owned by Seller by filing of record a supplemental declaration executed by Seller, or its successors or assigns.

THIS DECLARATORY STATEMENT OF LIMITATIONS, RESTRICTIONS AND COVENANTS shall run with the land and is hereby declared and voluntarily executed, this 20th day of January, 1989.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name by its duly authorized Vice President, attested by its Asst. Secretary and its corporate seal to be hereto affixed, this 20th day of January, 1989.

RICHFIELD, INC.

By: Rebecca Metcalf
Vice President

ATTEST:
Deborah Knight
[CORPORATE SEAL] Asst. Secretary

NORTH CAROLINA

MECKLENBURG COUNTY

I, Rebecca Metcalf, a Notary Public for said County and State, do hereby certify that Deborah Knight personally appeared before me this day and acknowledged that she is Assistant Secretary of Richfield, Inc., and that by authority duly given by her, she executed the act of the corporation, the foregoing instrument was signed in its name, by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary, sealed with its corporate seal, this 20th day of January, 1989.

My commission expires: 8/19/90

Rebecca Metcalf

BOOK 410 PAGE 712

NORTH CAROLINA - Union County *Rebecca McLeary*

The foregoing certificate of *Rebecca McLeary* Notary Public of *Meck. Co., N.C.*

is ☒ certified to be correct. This instrument was presented for registration and recorded in this office at Book *448* Page *709*
this *24th* day of *January* 19 *89* at *2:00* o'clock *P.* M.

ONEIL L. PLYER, REGISTER OF DEEDS

By: *Wally M. Angler* Notary Deputy

Remenda: Richard, Jr.
5301 Mowrey Rd.
Charlotte, N.C. 28205

NORTH CAROLINA

UNION COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 25th day of May, 1989, by RICHFIELD, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or "Seller,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract of land hereinafter described, located in Union County, North Carolina, and

WHEREAS, Declarant desires to subject and impose said property with mutual and beneficial restrictions, covenants, conditions and limitations of uses to which they may be put and place same under a general plan or scheme of improvement for the benefit and complement of said property, obligating the future owners of said property in accordance therewith;

NOW, THEREFORE, Declarant hereby declares that said property for which these restrictions are adopted are held and shall be held, conveyed, hypothecated, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property herein described. The declaration of restrictions is designed for the purpose of keeping said property desirable and uniform, and in suitable esthetic and practical design and use as herein specified; and all of the restrictions herein contained shall run with the land and be binding upon all parties acquiring any right, title or interest in or to all the real property or any part or parts thereof subject to such restrictions.

DESCRIPTION OF PROPERTY

All those certain tracts or lots of land being situated in Monroe Township, Union County, North Carolina, and known as Lots 48 through 78 in RICHFIELD, and more particularly described on plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet Q, File No. 405 and 406

RESTRICTIONS

In the following covenants and restrictions, whenever the term "Seller" shall appear or be used herein, it shall be deemed and construed to mean and include Richfield, Inc., its successors and assigns; whenever either one of the terms "Purchaser" or "Owner" shall appear or be used herein, it shall be deemed and construed to mean and include both purchasers and owners and their respective heirs, legal representatives, administrators, executors and assigns; whenever "Tract" shall appear or be used herein, it shall be deemed and construed to mean and refer to any lot of land as shown upon said recorded subdivision plat.

1. All tracts of the subject property shall be used solely and exclusively for residential purposes.

2. No tract of the subject property shall be subdivided, unless written approval is granted by the Declarant. Nothing contained herein shall be construed to prevent the erection of one building upon two or more adjoining tracts, and in such incidences, the two or more adjoining tracts, for the purpose of these restrictive covenants, shall be considered one tract.

3. No residential structure, other than as described herein, shall be erected, altered, placed, or permitted to remain on any tract other than one detached, single-family dwelling and other accessory structures customarily incidental to country residential use. All such structures other than well houses shall be situated so that no wall or other portion thereof shall be any closer to the front of said lot than the front wall of the residential dwelling. No more than one mobile home shall be allowed on any one tract.

*See
Supplemental
Restrictions*

BK 793 PG 599

RECORDED
AND
VERIFIED
JUN 7

4. No livestock or fowl shall be raised, kept or maintained on any tract. Household pets will be permitted; however, all household pets shall be contained within the boundaries of the tract on which their owners reside, and such pets shall be contained within the area of the tract that is to the rear of the dwelling unit.
5. No building shall be located nearer than 65 feet to the center line of any private or public street, nor nearer than 15 feet to any side or rear lot line, unless prior written approval is given by Seller for allowing an exception. No building shall be located within any easement.
6. Lots 48, 49, 50, 51, 52 and 78 shall be restricted to conventional, modular or double wide homes with a minimum of 1,080 square feet of heated area. All other lots shall be restricted as follows: Any conventional residential building located on any tract shall have a minimum of 850 square feet of heated area. Any mobile home located on any tract shall be not less than 12 feet wide and 55 feet long, excluding the tongue, or must contain at least 660 square feet of heated area. Any mobile home located on any tract shall be not more than three (3) years old at the time of placement unless prior written approval is given by Richfield, Inc. for allowing an older model to be located on any tract.

The following applies to all the lots (lot 48 through 78): The front door of any residence erected or situated on a tract shall face the main street on which any residence is located unless prior written approval is given by Richfield, Inc. for allowing an exception. All dwellings must be constructed of new materials and all the exterior of such dwellings must be completed within eight (8) months of commencement of construction; no house or portion of a house from another location shall be allowed to be placed upon any tract without the prior written permission from the Declarant.
7. Residences on lots 48, 49, 50, 51, 52 and 78 must be brick underpinned or located on a brick foundation. Residences on all other lots must be underpinned before the electric power is turned on by the local utility department. Underpining must be constructed of new materials consisting of either brick or vinyl mobile home skirting to match the home. The use of any other type of material must receive written approval of the Seller prior to installation.
8. Fences shall be allowed; however, they must be constructed of new wood or chain link. All fences must be constructed with new materials. Any other type of fencing must be approved by Seller. All fencing must be maintained and well kept by the property owner.
9. No basement, tent, shack, garage, barn or other outbuilding erected on any tract shall at any time be used as a residence, temporarily or permanently. No sign boards of any description shall be displayed on any tract except signs "For Rent" and "For Sale," which signs shall not exceed 15 inches by 20 inches.
10. No toilet facilities shall be permitted outside the main structure. The main structure shall contain inside toilets which shall be connected to an approved septic tank system in accordance with state and county health regulations.
11. A fifteen (15) foot wide easement is reserved along the inside of the front and side lot lines adjacent to a street right of way for utility and drainage easements, and a fifteen (15) foot wide utility and drainage easement is reserved along the inside of each side and rear lot line that is not adjacent to a street right of way. Other easements are reserved as shown on the recorded map of Richfield Subdivision.
12. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood, as a whole or of a specific area. No unused objects, unused apparatus, uninsured or unlicensed automobiles or any portion thereof shall be permitted to remain exposed on any property. All property shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects or other pests.
13. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this subdivision other than the property to which these restrictive covenants specifically apply.

14. No offensive or noxious trade or activity shall be carried on upon any tract nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

15. Seller hereby reserves the right to use any of the above described property owned by it as streets for the purpose of providing access to or from the above described property or other property owned by it.

16. No lot or any portion thereof of any purchaser may at any time be used as a road, access road, street or alleyway without the express written permission of the Seller.

17. All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets.

18. Streets within the subdivision will remain private streets until dedicated to public use and shall remain private streets until such time as the N. C. Department of Transportation shall undertake and assume the responsibility of maintaining the roads and streets.

19. If any person, firm or corporation hereinafter owning any of said property shall violate any of the restrictions, conditions and covenants herein, it shall be lawful for Richfield, Inc. or any other person, firm or corporation owning any of the above described property restricted hereby to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such restrictions, conditions and covenants, and either to prevent him or it from doing so, or to recover damages or other dues for such violation, including reasonable attorney fees incurred by the party(ies) seeking enforcement and costs of court.

20. The restrictions herein imposed shall remain in full force and effect for a period of twenty (20) years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority in interest of the then owners of the lots restricted hereby it is agreed to change said restrictions, conditions and covenants, in whole or in part.

21. Invalidiation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. The development of additional sections of Richfield is contemplated by Seller, and these covenants and restrictions may be extended by supplemental declaration to surrounding and contiguous property owned by Seller by filing of record a supplemental declaration executed by Seller, or its successors or assigns.

THIS DECLARATORY STATEMENT OF LIMITATIONS, RESTRICTIONS AND COVENANTS shall run with the land and is hereby declared and voluntarily executed, this 25th day of May, 1989.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name by its duly authorized Vice President, attested by its Secretary and its corporate seal to be hereto affixed, this 25th day of May, 1989.

RICHFIELD, INC.

By: Robert A. Lowrey
Vice President

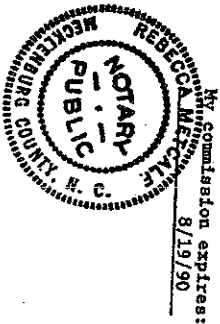
Secretary



NORTH CAROLINA
MECKLENBURG COUNTY

I, Rebecca Metcalf, a Notary Public for said County and State, do hereby certify that Joseph L. Collins personally appeared before me this day and acknowledged that he is Secretary of RICHFIELD, INC. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by him as its Secretary. WITNESS my hand and notarial seal, this 25th day of May, 1989.

Rebecca Metcalf
Notary Public



NORTH CAROLINA -- Union County Rebecca Metcalf
The foregoing certificate is of Rebecca Metcalf

Notary Public of Mecklenburg, N.C.

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 462 Page 251
this 3 day of October 19 89 at 11:40 o'clock A M.

ONELL L. FLYLER, REGISTER OF DEEDS By: Sherry M. Ayler Asst/Deputy

MAIL TO:

BRANT REALTY INC.
5301 MONROE RD
CHARLOTTE N.C. 28205

RECORDED
AT
COUNTY

Drawn By and Mail To: RICHFIELD, INC., 5201 Monroe Rd., Charlotte, NC 28205

NORTH CAROLINA
UNION COUNTY

SUPPLEMENTAL DECLARATION EXTENDING
RESTRICTIVE COVENANTS

Revised

THIS SUPPLEMENTAL DECLARATION, made this 6th day of November, 1990, by RICHFIELD, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or "Seller";

W I T N E S S E T H:

WHEREAS, The Declarant filed Restrictive Covenants in the Office of Union County Public Registry on the 3rd day of October, 1989, which are recorded in Book 462 at Page 251; and

WHEREAS, in Paragraph 22, it was provided that said Restrictive Covenants may be extended by a supplemental declaration to surrounding and contiguous property owned by Declarant by filing of record a supplemental declaration executed by Declarant, and

WHEREAS, this Declaration is filed for that purpose;

NOW, THEREFORE, Declarant hereby declares that the Restrictive Covenants recorded in Book 462 at Page 251 are extended to include the property hereinafter described, and said property shall be subject to said restrictions in the same manner and to the same extent as if said property had been initially described in the description of property in said Restrictive Covenants. EXCEPT Paragraphs 4 and 6 in said Restrictive Covenants are amended, and the following Paragraphs 4 and 6 are substituted in lieu thereof for the purpose of re-stating the property hereinafter described:

"4. No livestock or fowl shall be raised, kept or maintained on any tract. Household pets, with the exception of pit bull dogs, will be permitted; however, all household pets shall be contained within the boundaries of the tract on which their owners reside, and such pets shall be contained within the area of the tract that is to the rear of the dwelling unit. No dog kennels will be permitted."

"6. Lots 80 and 102 shall be restricted to conventional, modular, or double wide homes with a minimum of 1,080 square feet of heated area. All other lots shall be restricted as follows: Any conventional residential building located on any tract shall have a minimum of 850 square feet of heated area. Any mobile home located on any tract shall be not less than 12 feet wide and 55 feet long, excluding the tongue, or must contain at least 660 square feet of heated area. Any mobile home located on any tract shall be not more than three (3) years old at the time of placement unless prior written approval is given by Richfield, Inc. for allowing an older model to be located on any tract."

The property upon which these protective covenants are extended to cover being described as follows:

All those certain tracts or lot of land being situated in Monroe Township, Union County, North Carolina, and known as lots 80 through 102 described on plat entitled "Richfield, Phase Two" recorded in Plat Book C at Page 652 in the Union County Public Registry.

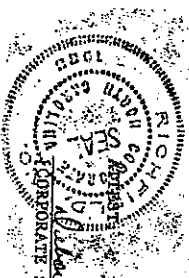
THIS SUPPLEMENTAL DECLARATION EXTENDING PROTECTIVE COVENANTS shall run with the land and is hereby declared and voluntarily executed, this 6th day of November, 1990.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be signed in its name by its Vice President, attested by its Asst. Secretary and its corporation seal to be hereto affixed, this 6th day of November, 1990.

RICHFIELD, INC.

By: *Robert A. Canada*
Robert A. Canada, Vice President

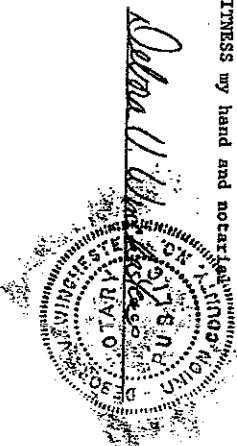
Robert A. Canada
Asst. Secretary



NORTH CAROLINA
UNION COUNTY

I, Debora V. Winchester, a Notary Public for said County and State, do hereby certify that Deborah Knight personally appeared before me this day and acknowledged that she is Asst. Secretary of RICHFIELD, INC. and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Asst. Secretary. WITNESS my hand and notarial seal, this 6th day of November, 1990.

My Comm. Expires: 6-24-94



NORTH CAROLINA - Union County Debora V. Winchester
The foregoing certificate of

Notary Public of Union Co., N.C.

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 482 Page 839
this 6th day of November, 19 90 at 5:00 o'clock P M.

ONHEL L. FLYLER, REGISTER OF DEEDS

By: Deborah A. Madson
Asst. Deputy

RECORDED
and
VERIFIED
9/9/91

BOOK 520 PAGE 132

Wm T.
Richfield, Inc.
5201 Monroe Rd.
Charlotte, N.C. 28205

Filed for record 11-26-91
Date 4:30 P.M.
Time 4:30 P.M.
Office of the
Register of Deeds
North Carolina

NORTH CAROLINA

UNION COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION made this 12th day of September, 1991, by Richfield, Inc., a North Carolina corporation, hereinafter referred to as "Declarant" or "Seller".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land hereinafter described located in Union County, North Carolina, and

WHEREAS, Declarant desires to subject and impose said property with mutual and beneficial restrictions, covenants, conditions and limitations of uses to which they may be put and place same under a general plan or scheme of improvement for the benefit and complement of said property, obligating the present and future owners of said property in accordance therewith.

NOW, THEREFORE, Declarant hereby declares that said properties for which these restrictions are adopted are held and shall be held, conveyed, hypothecated, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property herein described. The declaration of restrictions is designed for the purpose of keeping said property desirable and uniform, and in suitable esthetic and practical design and use as herein specified; and all of the restrictions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title or interest in or to all the real property or any part or parts thereof subject to such restrictions.

DESCRIPTION OF PROPERTY

All those certain tracts of land being situated in Monroe Township, Union County, North Carolina, and known as Lots 8 through 14 in Phase II, New Town Acres, and more particularly described on plat recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File No. 848.

RESTRICTIONS

In the following covenants and restrictions, whenever the term "Seller" shall appear or be used herein, it shall be deemed and construed to mean and include Richfield, Inc., its successors and assigns; whenever the term "Purchaser" shall appear or be used herein, it shall be deemed and construed to mean and include all purchasers and their respective heirs, legal representative, administrators, executors and assigns; whenever "Tract" shall appear or be used herein, it shall be deemed and construed to mean and refer to any lot or portion of lot of land as shown upon said recorded subdivision plat.

1. All tracts of the subject property shall be used solely and exclusively for residential purposes and the limited business purposes described herein.
2. Unless prior written approval is granted by Richfield, Inc. or assigns, no residential structure, other than as described herein, shall be erected, altered, placed, or permitted to remain on any tract other than one detached single-family dwelling and other accessory structures customarily incidental to country residential use and for farming and nursery operations. All such structures other than well houses shall be situated so that no wall or portion thereof shall be any closer to the front of said lot than the front wall of the residential dwelling unless prior written approval is granted by Richfield, Inc., or assigns.
3. Limited business ventures for livestock, farm products and nursery operations will be allowed, provided, no wholesale or retail outlet structure is built on subject property without the express written permission of Richfield, Inc. for allowing such, and further provided, that said business ventures do not become an annoyance or nuisance to the neighborhood; it being the intent of these restrictions to allow farming and nursery businesses to be carried on. However, no swine or fowl shall be raised, kept or maintained on any tract. All household pets shall be contained within the boundaries of the tract on which their owner resides.
4. No building shall be constructed nearer than 100 feet to the center line of Seven Lot Drive, nor nearer than 15 feet to any side or rear lot line, unless prior written approval is given by Richfield, Inc. for allowing an exception.
5. Any conventional residential building located on any tract shall have a minimum of 850 square feet of heated area. Any mobile home located on any tract shall not be less than 12 feet wide and 45 feet long. Any mobile home located on any tract shall not be more than eight (8) years old at the time of placement unless prior written approval is given by Richfield, Inc., its successors and assigns, for allowing an older model to be located on any tract. The front door of any residence erected or situated on a tract shall face Seven Lot Drive unless prior written approval is given by Richfield, Inc. for allowing an exception.
6. All residences must be underpinned prior to having the electric power turned on by the local utility department, and within two (2) months from the time a mobile home is placed on any tract. Underpinning must be constructed of new materials, consisting of either bricks, metallic or vinyl mobile home skirting. The use of any other type of material must receive written approval of the Seller prior to installation.

7. No basement, tent, shack, garage, barn or other outbuilding erected on any tract shall at any time be used as a temporary or permanent residence.
8. No outside toilet or toilet facilities shall be permitted outside the main structure. The main structure shall contain inside toilets which shall be connected to an approved septic tank system in accordance with state and county health regulations.
9. A fifteen (15) foot wide easement is reserved along the inside of the front lot line street right of way for utility and draining easement, and a ten (10) foot wide easement is reserved along the inside of each interior side and rear lot line. A fifteen (15) foot wide easement is reserved along the inside of each exterior side and exterior rear lot line. Other easements are reserved as shown on recorded maps of New Town Acres subdivision.
10. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood as a whole or of a specific area. No unused objects, unused apparatus, be permitted to remain exposed on any property. All property shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects or other pests.
11. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of the subdivision other than the property to which these restrictive covenants specifically apply.
12. No offensive or noxious trade or activity shall be carried on upon any tract nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
13. Seller hereby reserves the right to use, dedicate and declare any of the above described property owned by it as easement and right-of-way for streets for the purpose of providing temporary or permanent access to or from the above described property or other property owned by it, prior to its sale.
14. No lot or any portion thereof of any purchaser may at any time be used as a road, access road, street or alleyway without the express written permission of the Seller.
15. All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets.

16. The Street within the subdivision is a private street not dedicated to public use and will be maintained by Developer until the responsibility therefor is assumed by the New Town Acres Street Owners Association as hereinafter provided. Developer hereby reserves the right to use any of the street or other property owned by it for the purpose of providing access to or from the above described property or other property owned by it.

17. The Developer shall have the authority to designate a committee composed of not less than three (3) nor more than five (5) property owners to fulfill the responsibilities of Developer with regard to consent and approval requirements of this Restriction Agreement. The committee, when named by Developer, shall have all privileges, power, rights, and authority theretofore vested in Developer, including the right to name a successor committee, the composition of which shall be subject to approval of a majority of the then members of the New Town Acres Street Owners Association.

18. New Town Acres Street Owners Association: For the purpose of maintaining the private road, Seven Lot Drive, traffic control, drainage easements, and enforcement of the declaration of restrictions, for the general use and benefit of all lot owners of Phase II, New Town Acres, each and every owner of a lot in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duties established bylaws and rules of the New Town Acres Street Owners Association. The following provisions shall constitute the initial bylaws and rules thereof and shall be incorporated in any bylaws and rules which may be subsequently adopted by the New Town Acres Street Owners Association:

(a) Membership: Every owner of lot numbered 8 through 14 shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of each lot.

(b) Voting Rights: All owners shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members, but only one vote may be cast with respect to one lot.

(c) Board of Directors and Officers: The Association shall have a Board of Directors of not less than five (5) nor more than seven (7) members and shall have officers consisting of a President, Vice-President, Secretary and Treasurer and such other officers as the members shall elect. The initial Board of Directors shall be appointed by the Developer. The Board of Directors shall adopt bylaws to govern the normal and customary affairs and business of the Association and all members shall be subject thereto.

(d) Meetings: Annual meetings of the membership shall be held at a time and place designated by the Board of Directors. Special meetings shall be held on call of the President of the Board of Directors with not less than ten (10) nor more than thirty (30) days written notice to the owners or pursuant to such other reasonable meeting requirements established in its bylaws. Voting shall be by simple majority vote (except for voting on bylaw changes which shall require a two-thirds majority) with representation of 50% or more of the lots required to constitute a quorum.

(e) Assessment for Maintenance of Roads, Traffic Control and Road Drainage Easements: Each and every lot owner, for himself, his heirs, executors, and assigns, covenants and agrees to pay annually his pro rate share of the cost to maintain the roads, traffic control, road drainage easements and enforcement of restrictions. The lot owner's assessment in this regard shall be paid promptly when same becomes due and in the event of his failure to pay same promptly when due shall constitute a lien upon the lot or lots owned and same may be enforced in equity as in the case of any lien foreclosure. Each owner's assessment for each tract or lot shall be proportionate to the total number of tracts or lots then sold in Phase II, New Town Acres subdivision, and the assessment period shall begin upon the sale by Developer of at least 50% of the then existing lots in Phase II, New Town Acres subdivision. Such assessments shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in the subdivision, or by the New Town Acres Street Owners Association, or by the committee provided for in Item 17 above, or by the Developer. Any and all of the aforesaid parties shall have such rights and powers as are necessary to collect said assessments including the right to institute civil actions for recovery of the same plus reasonable attorney's fees. At such time as any public body shall undertake to maintain the private road, this covenant shall terminate.

(f) Developer as Member of New Town Acres Street Owners Association: Notwithstanding any of the other provisions hereof, the Developer shall have no obligations relative to assessment fees upon the sale of 50% or more of the lots then existing in all sections of Phase II, New Town Acres Subdivision that about a private road or street. Developer shall not be required to become a member of the New Town Acres Street Owners Association, even though it owns lots in the subdivision that about a private road or street, but may, at its sole discretion, elect to become a member and exercise all the rights and privileges thereof.

19. If any person, firm or corporation hereinafter owning any of said property shall violate any of the restrictions, conditions and covenants herein, it shall be lawful for New Town Acres Street Owners Association, Richfield, Inc. or any person, firm or corporation owning any of the above described property restricted hereby to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such restrictions, conditions, and covenants, and either to prevent him or it from doing so, or to recover damages or other dues for such violation including any and all related legal expenses.

20. The restrictions herein imposed shall remain in full force and effect for a period of twenty (20) years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive period of ten (10) years each, unless by vote of a majority in interest of the then owners of the lots restricted hereby it is agreed to change said restrictions, conditions and covenants, in whole or in part.

21. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

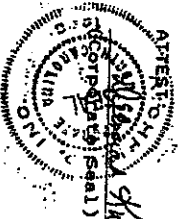
THIS DECLARATORY STATEMENT OF LIMITATIONS, RESTRICTIONS AND COVENANTS shall run with the land and is hereby declared and voluntarily executed this 12th day of September, 1991.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name by its duly authorized officers, and its corporate seal to be hereto affixed by authority of its Board of Directors, this the 12th day of September, 1991.

RICHFIELD, INC.

By: William A. Bryant
President

Asst. Secretary



NORTH CAROLINA

MECKLENBURG COUNTY

I, Virginia W. Dover, a Notary Public for said County and State, do hereby certify that Deborah Knight personally appeared before me this day and acknowledged that she is/Secretary of RICHFIELD, INC. and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President. Sealed with its corporate seal, and attested by herself as its/Secretary. WITNESS my hand and notarial seal, this 12th day of September 1991.

Virginia W. Dover
Notary Public

My commission expires:

7-15-95

NORTH CAROLINA - Union County Virginia W. Dover
The foregoing certification of Meek & N.C.

Notary Public at

is (not) certified to be correct. This instrument was prepared for registration and recorded in the office at Book 538 Page 139
this 26th day of November, 19 91 at 2:20 o'clock P. M.

ONELL L. PLYLER, REGISTER OF DEEDS

By Atty D. Meadows Atty