

BK 1143PG0108

STATE OF NORTH CAROLINA
COUNTY OF UNION

058329

DECLARATION OF RESTRICTIVE COVENANTS
STONEWOOD SUBDIVISION

Filed for record
Date 08/08
Time 12:10 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, Morrow, North Carolina



WHEREAS, Judie Moser, 6516 Mimosa Street, Indian Trail, North Carolina is the owner of a certain tract of land located on Pottery Road, Stallings, Vance Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Map Book Cabinet, Pages , and designated as Stonewood Subdivision,

WHEREAS, Judie Moser now desires for the use and benefit of her individually, her heirs, successors and assigns and her future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders,

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Judie Moser, her heirs, successors and assigns and her future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following restrictive covenants for the period ending 20 years from the date hereof.

1. No dwelling erected on a lot or any plat hereof shall contain less than 1230 square feet of enclosed heated living area for a one-story ranch. A multi-story dwelling should have a minimum area of 1400 square feet of enclosed heated living area. All residential dwellings must have an attached garage accommodating at least one vehicle. Each house must have one side by side parking flat from front corner of house to driveway for vehicle parking only. Only a single family dwelling and its ancillary buildings may be erected on a lot. No more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded Map Book Cabinet, Pages , of the Union County Registry. No ancillary building shall have outside exposed concrete blocks. No mobile homes will be allowed at any time.
2. The Grantee, her successors and assigns, shall grant the necessary easement for any and all utilities and telephone lines across her lot to service their lot and/or other lots within the real property described in Map Book Cabinet, Page of the Union County Register of Deeds, as may be required by any utility company for sewer, telephone, cable, etc.
3. No residential building shall be located on any residential lot nearer to any street line or any adjoining property line than the building set back lines shown on the recorded map.

mail to:

Judie Moser
6516 Mimosa Street
Indian Trail, N.C.
28079

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4. All homes shall have a concrete driveway to be installed at least to the front foundation part of the house. Also reference side by side parking mentioned in #1.
5. (Only household pets may be kept on a lot, and such animals may not be kept, raised or bred for any commercial purposes. Household pets shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.
6. All lots shall be used solely for single family residential purposes only and no building shall be erected, placed or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction and/or sales trailers during the construction of residences within the subdivision.
8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:
 - (a) boats and trailers;
 - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or disks (only the small mini satellite dishes are allowed);
 - (c) swimming pools; Jacuzzi, or hot tubs;
 - (d) trampolines;
 - (e) fences or walls;
 - (f) four wheelers or any recreational type vehicles.
9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport, or parking pad. This paragraph does not preclude occasional overflow for guests or other reasonable purposes.
10. No brick mailboxes are to be built by the original contractor or the homebuyer that would infringe upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry. All mailboxes must meet N.C.D.O.T. requirements until such time that N.C.D.O.T. takes over all of the roads for maintenance.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.
12. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for collection by governmental or similar garbage and trash removal units.

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- 13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or part of the property herein described.
- 14. No lot or lots shall be combined or reconfigured without the prior written consent of Judie Moser, her successors and assigns.
- 15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of STONEWOOD SUBDIVISION sign and record an agreement terminating these covenants.
- 16. Any modifications, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five (75%) of the property shown on the recorded plat of STONEWOOD SUBDIVISION.
- 17. The invalidation of unenforceability of any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.
- 18. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Map Book Cabinet, Pages of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet, Pages
- 19. Restrictions set forth by Stallings in Union County North Carolina in Map Book Cabinet . Page . must be adhered to along with these restrictions of the developer.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of Sept. 9, 1998, 1998.

JUDIE MOSER

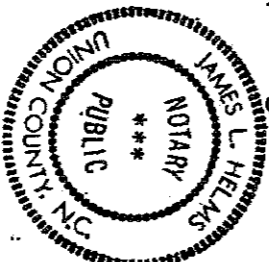
Judie Moser
BY _____

ATTEST:

James L Helms
BY _____

NORTH CAROLINA - UNION COUNTY
 The foregoing certificate of
Dianne Whitaker
 Notary Public
 of Union Co, NC is/are certified
 to be correct. Filed for record this 9th
 day of Sept 19 98 at 11:20 AM.

JUDY G. PRICE, REGISTER OF DEEDS
 BY: Judith Liberto
 Asst./Dpp.



STATE OF NORTH CAROLINA--UNION COUNTY

My Commission Expires 8-18-2001

I, a Notary Public of the County and State aforesaid, hereby certify that JUDI MOSER personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of September, 1998.

My commission expires: 7-18-2001

Dianne Whitaker (SEAL)
Notary Public