

Prepared by and return to  
J. Garrett Goss, P.A.  
P.O. Box 1040  
Morrison, NC 28111-1040

RECORDED  
INDEXED

BK 736PG257

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

*W.S.*

Filed for Record  
Date 09/23/09  
Time 1:50 of Clock P M  
JAY G. PRICE, Register of Deeds  
Union County, Warren, North Carolina

*CLERK*  
*By*

033345 RESTRICTIVE COVENANTS  
FOR  
STONEWYCKE SUBDIVISION  
PHASE II

HEREAS, Craig J. Miller and wife, Sharon C. Miller (hereinafter "owners"), of Union County, North Carolina, are the owners of a certain tract of land located in Jackson Township, Union County, North Carolina; and

WHEREAS, the owners now desire for the use of themselves, their heirs, assigns and future grantees to place and impose certain protective covenants and restrictions on certain subdivided portions of the property which are more particularly described on a plat recorded in plat Cabinet D, File 769, which property shall be known as Stonewycke Subdivision, Phase II, with the exception of Lots 40 and 41 as shown on said plat which are specifically omitted from these Restrictive Covenants,

NOW, THEREFORE, in consideration of the premises herein, owners, for themselves, their heirs, assigns and future grantees, do hereby place and impose upon the said property the following restrictions:

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of each lot; provided, however, Lot 40 and 41 of Phase II of Stonewycke Subdivision may be used by the owners, their heirs or assigns, to construct a roadway to obtain access to property adjoining the subdivision.

2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with a heated living area of less than 2,000 square feet, excluding porches and garages. However, if there is an attached two-car garage, a one-story dwelling shall have not less than 1,800 square feet of heated living area. Any split-level, 1 1/2 story or two story dwelling shall have a minimum of 2,000 square feet of heated living space with the first floor having a minimum of 1,400 square feet or 1,200 square feet provided such dwelling has an attached two-car garage.

3. No residence, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot unless the construction plans, specifications, exterior color scheme and a plot plan of proposed construction have been approved in writing by owners. Owners shall have thirty (30) days after receipt of the plot plan and the plans, specifications and color scheme for the proposed construction to accept or reject the same in whole or in part, and if developer fails to accept or reject the same within the said thirty (30) days, the plans, specifications and plot plan shall be deemed to be approved. After permission for construction is granted by owners, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by owner for construction pursuant to this covenant shall not constitute or be construed as an approval by owners of the structural stability, design or quality of any building.

4. In the event of the unintentional violation of any of the building setback lines set forth herein, the owners, for themselves, their heirs and assigns, reserve the right, by and with the written mutual consent of the then owner of the said lot, to change the building setback line requirements set forth in this instrument in respect to such lot, provided, however, that such change shall not exceed twenty percent of the marginal requirements of such

BK 73696258

**Building setback requirement.**

No residential building shall be located on any lot nearer than 40 feet from the right of way line of the street on which the lot fronts, 15 feet from the side property line, and 40 feet from the rear property line.

5. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the dwelling, and have an exterior of construction materials substantially similar to the exterior of the principal dwelling on said lot. All garages shall be finished with doors.

6. Construction of new dwelling and out buildings only shall be permitted. It being the intent of this covenant to prohibit the moving of any existing structure or portion thereof onto a lot and remodeling or converting same into a dwelling or outbuilding in this subdivision. No mobile homes shall be allowed. No structures placed on any lot shall have an exterior of either concrete or cement block. The repair of any damage done to streets and/or utilities during construction of any dwelling or outbuilding on a lot in the subdivision shall be the responsibility of the lot owner.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No wrecked or junked motor vehicle or parts thereof or vehicle without a current license plate and registration shall be permitted to remain upon any lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "lot" shall include subdivision streets.

9. No manufactured or modular home, mobile home or mobile home park shall be allowed or maintained upon any of said lots, it being the intent of the owners that only "stick built" houses be erected on any lot in the subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided, however, horses and/or cattle are permitted on any lot or combination of contiguous lots which contain individually or in the total not less than 120,000 square feet.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept on any lot except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No trash, garbage or other waste shall be burned on any lot in the subdivision.

11. No sign of any kind shall be displayed to the public view on any lot except a professional's sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.

12. No freestanding antenna or satellite dish shall be permitted on any lot within 100 feet of any street right of way line and shall be located in the rear or side yard of each lot. Such antenna and/or satellite dish shall not be nearer any adjoining lot line than 30 feet.

13. Only wood split-rail fences are permitted in the front yard. Any type of wood fence is permitted in the side and rear yard, provided they do not exceed five feet in height. Woven wire attached to the inside of the wood fence in the rear and side of

BK 736PG259

the property as permitted. All fences must be at least 20 feet from any street right of way line.

14(a). Owners reserve an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the front and rear lines of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b). Owners also reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 13(a) above.

15. Craig J. Miller and wife, Sharon C. Miller reserve for themselves and their heirs the right to modify these restrictions as they apply to any unsold lot at any time without the consent of any other lot owner(s) in the subdivision.

16. The owner of any lot(s) in the subdivision, upon obtaining the prior written approval of the owners, shall have the right to divide or resubdivide such lot(s) provided no divided or resubdivided lot(s) shall contain less than 40,000 square feet each.

17. More than one lot (as shown on the subdivision maps) or part thereof may be combined to form one or more building lots with the express prior written consent of the owners and in such event the building line requirements prescribed herein shall apply to such combined lot. Owners reserve the right to resubdivide any portion or all of the subdivision owned by the owners or their heirs. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or resubdivided lots.

18. The owner of each lot in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the owners. Any damage to such installations of the subdivision owners caused by any other lot owner shall be repaired by such lot owner who shall hold the subdivision owners harmless from any loss or liability whatsoever on account thereof.

19. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

20. Invalidation of any one or more of these covenants by judgment or by court order shall not adversely affect the balance of the said covenants, which shall remain in full force and in effect.

21. These restrictive covenants shall not apply to lot 40 and lot 41, Phase II of Stonewyke Subdivision.

22. These covenants, as amended from time to time, are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change or terminate said covenants in whole or in part.

BK 736PG260

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 29th day of September, 1994.

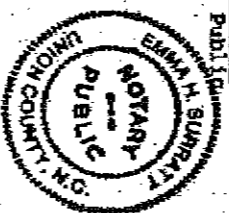
*[Signature]* (SEAL)  
Craig J. Miller (SEAL)  
*[Signature]* (SEAL)  
Sharon C. Miller

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

I, Emma H. Surratt, a Notary Public for said County and State, do hereby certify that Craig J. Miller and wife, Sharon C. Miller, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 29th day of September, 1994.

My commission expires: 8/9/97



The foregoing certificate(s) of Emma H. Surratt, Notary Public for Union County, NC. is/are certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page herof.

Judy G. Price BY: Mary B. Nulko  
Register of Deeds Assistant/Deputy  
Union County, NC