

Covenants and Restrictions

1. Property shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any of the Property other than one detached, single-family dwelling per lot, together with outbuildings customarily incidental to the residential use of the lot.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer. In the event the Developer fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted, approval will not be required, and this paragraph will be deemed to have been fully complied with. The powers of the Developer shall include the cutting of any trees, that is to say, no tree shall be cut from any lot without the prior approval of the Developer.
3. No residential structure shall contain less than 2,500 square feet of heated area; provided, however, that if approved by the Developer, such residence may contain 2,500 square feet under the roof.
4. All outbuildings to be erected upon the premises shall likewise be subject to the approval of the Developer, and all such outbuildings shall be erected to the rear of the main dwelling and no closer than 10 feet to the side lot line, nor nearer than 60 feet from any side street.
5. All mailboxes, including the post which supports same, must be approved by the Developer, and all such mailboxes shall be of conventional design, and in no event shall any radical, unusual or grotesque type supports or boxes be used.
6. No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall be used as a residence, either temporarily or permanently, nor shall any building erected on any lot have an exterior construction of concrete block or asbestos siding.
7. The grounds and shrubs shall be kept neatly trimmed at all times, and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on the premises or street on a regular basis; provided, that such personal property may be kept to the rear of the residence located thereon out of sight of the general public provided, further, that no mobile home in any event shall be maintained on the premises.
8. No right of way or easement for ingress and egress shall be granted by the owner of any of the Property or any subsequent grantee thereof to any landowners adjoining the Property, without the express written approval of the Developer.
9. Garages or carports may be constructed only on the side or rear of the residences and shall have only a rear or side car entrance, said carports or garages to be constructed in substantial conformity with the construction of the residence.
10. No residential building shall be located on any lot nearer than the minimum building setback lines shown on the recorded plat. No residential building shall be located on any lot nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.
11. More than one lot (as shown on the recorded plats) or part thereof may be combined to form one or more building lots by (or with the written consent of) Developer, or her successors and assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by ale or otherwise, except Developer, her successors and assigns, reserves the

right to subdivide any tract which she owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front tract lines of such lots as combined or subdivided.

12. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on to a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one year subsequent to commencement of construction, except with the written consent of Developer, her successors or assigns, which written consent Developer, her successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said lot.

13. 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, and no animals or poultry of any kind may be kept or maintained on any of said lots except dogs and cats. Horses may be allowed in writing by Developer.

14. Until such time as an approved sewage disposal system shall become available, sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event a sewage disposal system becomes available in the street immediately in front of a lot, no more septic tanks or other system shall be installed and the sewage disposal shall be made by said system.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage or other waste shall not be kept except in sanitary containers.

16. Easements fifteen (15) feet in width along the front and rear lines and seven and one-half (7 1/2) feet in width along side lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

17. All fences must be approved by Developer.

18. No signs of any description shall be displayed upon any lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

19. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling. Upon application to the Developer, the Developer may allow up to one (1) year from the completion on the dwelling for surfacing of any driveway.

20. During construction of any building located on any lot, the owner or contractor, whomever is the responsible party, shall maintain at all times on the lot a temporary sanitation device (i.e. porta-john) for the purpose of waste disposal.

21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either or restrain violation or to recover damages.

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

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

25. No metal buildings shall be placed upon any lot, and any wooden buildings placed thereon shall be first approved by the Developer; provided, however, that split rail or wood fences may be allowed upon any lot, conditioned upon prior approval of the Developer, and the Developer shall have the final and absolute authority concerning the location of any residence, fence or other structure located on the Property with respect to the setback and side tract lines.

26. These Restrictive Covenants may be enforceable in law or equity by any party who owns any of the Property, jointly or severally, and invalidation of any one of these Restrictive Covenants by judgement of a Court Order shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect.

27. These Restrictive Covenants may be changed in whole or in part by recording in the Union County Public Registry, a 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 plats.

28. William J. Nolan, III, the husband of Developer, joins in the execution hereof for the purpose of giving his consent to the terms hereof.