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STATE OF NORTH CAROLINA
COUNTY OF UNION

RECORDED
and
VERIFIED
JJM

RESTRICTIVE COVENANTS

WHEREAS, HEDEL CO., a North Carolina Partnership, with its principal place of business in Union County, North Carolina (hereinafter referred to as "Declarant") is the owner of a certain tract of land located in Union County, North Carolina, as shown on plats thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File 325 A; and

WHEREAS, Declarant, the owner of said tract of land known as WEDDINGTON WOODS SUBDIVISION, as shown on said plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon Lots 1 through 36, all inclusive as shown on said plat recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet B, File 325 A. *W. J. ...*

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said lots the following restrictions:

1. Said lots 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 out buildings customarily incidental to the residential use of the lot, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in this subdivision in order to grant access to owners of any

adjacent property, and in such case, the remainder of any such lot not used for the roadway shall be subject to those restrictions. Single-family shall include parent, child, brother, or sister of owner.

2. Any single-family dwelling, one-story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than eighteen hundred (1,800) square feet at what is commonly known as "ground level." Any one and one-half story dwelling or tri-level or split-level type dwelling erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, or not less than Two Thousand (2,000) square feet. Any two-story dwelling erected or maintained on any of said lots shall have an enclosed heating area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than Two Thousand Four Hundred (2,400) square feet. All residential dwellings must have an attached garage or carport accommodating at least two vehicles. Prior to any improvements being erected on any lot, the plans for said improvements must be approved in writing by the Declarant or its assigns. All out buildings shall be constructed in a fashion which shall be complementary to the residential building on said lot.

3. Garages or carports must be attached to said 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. All driveways shall be constructed of either concrete or asphalt or other decorative type of material approved by Declarant at time of completion of said residence.

4. No boats, trailers, motor homes, recreational vehicles or any type of motor vehicle except passenger automobiles shall be parked in the driveway so as to be visible from the street.

5. No residential building shall be located on any lot nearer than ~~sixty~~ ⁵⁰ (50) feet from the street right-of-way line of the street on which the lot fronts, nor nearer than fifteen (15) feet to a side street line.

★
25' for
corner
lot

No building shall be located on any lot nearer to the side lot line than fifteen (15) feet, nor nearer the rear lot line than forty (40) feet.

The "front line" of any corner lot shall be the shorter of the two property lines along the two streets.

Any triangular shaped lot shall have as its front lot line the line adjacent to the road right-of-way.

6. Any residence constructed subsequent to any other residence on a street shall conform to the set-back of such residence from the street so as to present a uniform set-back.

In the event of the unintentional violation of any of the building lines set forth, Declarant, its successors or assigns, reserve the right, by and with the written mutual consent of the owner or owners for the time being of said lot, to change the building line restrictions set forth in this instrument; provided,

however, that such change shall not exceed ten (10%) percent of the marginal requirements of such building restrictions.

7. More than one (1) lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more building lots by (or with the written consent of) Declarant, or its successors assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by sale or otherwise, except Declarant, its successors and assigns, reserve the right to subdivide any lot which it owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided.

8. 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 a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exposed exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.

9. 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, cats and horses.

10. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots. Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center. Said mobile office shall be removed after all of the above-described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than three years from the date this instrument is recorded.

11. No trailer, basement, tent, shack, garage, or other out building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. No vehicle, trailer, or automobile shall be parked in the street or on the shoulders of the street except for the automobiles of non-overnight guests.

13. 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 community sewage disposal system becomes available, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system.

14. 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.

15. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions.

16. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot from the building setback line on said lot to the street line. No chain link fences shall be erected on any lot except to enclose a tennis court.

17. No signs of any description shall be displayed upon any lot with the exception of rental or sales signs.

18. No brick mail boxes or supports for mail boxes shall be constructed or maintained in the street right-of-way.

19. 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.

20. Each property owner's well and septic system must be coordinated as required by public health authorities to prevent contamination of other lots.

21. Each lot owner shall repair and reseed at owner's expense any damage done to the road pavement and shoulders by contractors and/or material supplier during construction on said lot.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fee.

23. Invalidation of any one or more of these covenants by judgment or 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 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.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed and sealed in its name by one of its partners, this the 19th day of July, 1981.

HEDEL CO., A North Carolina Partnership

By: Ernest S. Day (SEAL)