

BK1095PG0650

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

Filed for record
Date 5-15-99
Time 2:55 o'clock p.m.
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

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J.T.

RESTRICTIVE COVENANTS

WHEREAS, R & L Research Corporation, a North Carolina corporation, is the owner of a certain tract of land known as Cane Creek Estates located in Union County, North Carolina, as shown on plat thereof recorded in Plat Cabinet F, File 109, in the Union County Public Registry; and

WHEREAS, R & L Research Corporation, the owner of all the tracts 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 the numbered tracts shown upon said plat;

NOW THEREFORE, in consideration of the premises, R & L Research Corporation, for itself, its successors and assigns, and the future grantees, does hereby place and impose upon all of the said numbered tracts of Cane Creek Estates the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than: (a) one detached single family dwelling, not to exceed two and one half stories in height; (b) a private garage; (c) any accessory structure customarily incidental to carrying on gardening, property maintenance, and mini-farming activities upon said property; and (d) barns and other structures. Any single family dwelling constructed upon a lot shall contain a living area of a minimum of one thousand eight hundred (1,800) heated square feet, exclusive of basements, porches, stoops, terraces, garages and carports. All dwellings must be newly constructed upon said property and no house from any other location shall be moved upon any tract. No structure placed on any tract shall have an exterior of either block or cement block.

Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of R & L Research Corporation, which written consent R & L Research Corporation agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

2. No noxious or offensive trade or activity shall be carried on upon any tract. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any tract outside an enclosed structure, except that this shall not prohibit temporary deposits of trash, rubbish, and debris for pickup by governmental or other similar garbage and trash removal service units, and except for such fallen and cut trees as may be on the property as of the date thereof.

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3. No tract shall be used at any time as a mobile home park or trailer park.
4. No structure of a temporary nature shall be placed, erected or allowed to remain on any tract, and no trailer, shack, tent, garage, barn, mobile home, double-wide mobile home, or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided, however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his or her property after the construction and occupancy of the residence dwelling thereon.
5. No building or residence shall be erected, placed, altered, or permitted to remain on any tract within one hundred (100) feet of the right of way of Lake Brook Trail or fifty (50) feet of Harkey Road to which said tract fronts, nor with regard to corner lots within seventy-five (75) feet of the road right-of-way to which said tract does not front.
6. No building or residence shall be erected, placed or shall be permitted to remain on any tract within forty (40) feet of any side or rear tract lines. The terms "side" and "rear" lines shall mean any tract boundary line which does not adjoin any road right of way.
7. No tract may be further divided into two (2) or more smaller tracts.
8. A ten (10) foot easement for the installation and maintenance of utilities is reserved by R & L Research Corporation along all property lines, including the right to keep said property facilities free and clear of all obstructions.
9. Tracts 1, 3, 4, 5, 6, & 7, are serviced by a private road known as Lake Brook Trail as a means of ingress and egress to and from Harkey Road. The obligations established below for the ownership of said tracts shall relate solely to Lake Brook Trail shown on that plat of Cane Creek Estate recorded in Plat Cabinet F, File 109.
 - (a) That the obligation for the repair and maintenance of said Lake Brook Trail shall be the sole responsibility of the owners of said tracts. As additional consideration for the conveyance of any or all of said tracts by Cane Creek Estates, the cost of maintenance and repair of the said Lake Brook Trail shall be borne by the owners of Tracts 1, 3, 4, 5, 6 and 7, the owner of each tract being responsible for 1/6 of said cost of maintenance and repair.
 - (b) In the event that the owner of any tract fails and refuses to pay his or her share of said cost of said repairs and maintenance as set forth above, the remaining owners, subject to the provisions of subparagraph 9(c), may enforce collection of such unpaid costs by the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid charges may be a charge against the property.
 - (c) It is understood and agreed that the decision as to what expenditures, if any, shall be made for said road maintenance and repairs shall require an affirmative vote of a majority of the owners of said tracts using the faction set forth in subparagraph 9(a) above.

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

11. In the event of the unintentional violation of any of the foregoing building line setback restrictions set forth herein, R & L Research Corporation, its successors and assigns, reserves the right by and with the mutual written consent of the owner or owners for the time being of such tract to change the building line restrictions set forth in this instrument, provided, however, that such change shall not exceed fifteen percent (15%) of the marginal requirements of such building restrictions.

12. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until June 1, 2030 at which time they shall be automatically extended for successive periods of ten (10) years, unless by the vote of a majority of interest of the then owners of the above described property it is agreed to change, amend or revoke the restrictions in whole or in part.

R & L Research Corporation, a North Carolina corporation

By: Joseph Tomey
Joseph Tomey, Vice President

ATTEST:

Eva M. Tomey
Eva M. Tomey, Assistant Secretary



(Corporate Seal)

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

I, Judith E. Deon, a Notary Public, do hereby certify that Eva M. Tomey personally came before me this day and acknowledged that she is Assistant Secretary of R & L Research Corporation, a North Carolina corporation 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 Assistant Secretary.

Witness my hand and notarial seal, this 15th day of May, 1998.

Judith E. Deon (SEAL)
Notary Public
NORTH CAROLINA - UNION COUNTY

My Commission expires: 6-26-98

The foregoing certificate(s) of
Judith E. Deon Notary Public
of Union Co., NC is/are certified
to be correct. Filed for record this 15 day
of May, 1998 at 2:30 PM

JUDY G. PRICE, REGISTER OF DEEDS
BY: man Brait
Asst. Regt.