

Book

1791

320

cc

Alamance County, NC
Recorded 01/09/2003 03:58:54pm
No 9999-00058663 1 of 4 pages
Muriel Y Tarpley, Register of Deeds

**RESIDENTIAL REAL ESTATE RESTRICTIONS FOR
UNION RIDGE PROPERTIES, LLC**

Prepared by & return to: PATTERSON & COLEMAN, P.O. Box 1683, Burlington, NC 27216

NORTH CAROLINA, ALAMANCE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that UNION RIDGE PROPERTIES, LLC, a North Carolina limited liability company, (hereinafter sometimes referred to as "Developer"), and JEFF CROWDER and wife, TRACEY CROWDER, hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any one or more of those lots designated as Lots 1 through 4, both inclusive, of that subdivision known as PROPERTY OF UNION RIDGE PROPERTIES, LLC, plat of which is recorded in the Office of the Register of Deeds of Alamance County, North Carolina, in Plat Book 67, Page 11, that said property is hereby subjected to the following restrictions as to the use thereof and that said restrictions are to run with the property and every part thereof by whomsoever owned, to-wit:

1. Land Use. Said property shall be used for residential purposes only.
2. Re-Subdivision. The lay of the lots as shown on the plat shall be adhered to, and no lot or group of lots may be re-subdivided so as to produce a greater number of smaller lots. More than one lot, however, may be used for the erection of a single residential structure, provided the location of such structure and its external design and external materials are approved in writing by the Developer.
3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. Type of Structure. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) dwelling and one (1) garage (except for detached structures as allowed in Paragraph 8). The garage may be either a part of or detached from the dwelling but must be constructed as to be aesthetically compatible with the residence located upon the lot. Garage may include living quarters approved by Developer.

All dwelling foundations shall be brick or stone exterior.

Allowed are site-built homes only.

RECORDED
9999-00058663

No trailers, mobile homes or manufactured homes will be permitted on any lot.

5. Size of Dwelling. No dwelling shall be erected or allowed to remain on said property having a heated living area of less than thirteen hundred (1300) square feet with a two car garage or fourteen hundred (1400) square feet without a garage. (Living area shall be deemed to exclude porches, garages, carports, any other areas, on whatever story level, wherein the walls, ceiling, floor, plumbing, wiring and heating are not completely finished and suitable for living.)

6. Set Back Requirements. Front setback requirement shall be as shown on the septic tank improvement permit issued by Alamance County. Side and rear setback requirements shall be the minimum requirement of Alamance County.

7. Temporary Structure. No residence of a temporary character shall be erected or allowed to remain on said property, and no trailer, motor home, camper, basement, tent, shack, garage or other building or vehicle shall be used as a residence, either temporarily or permanently, unless approved by Developer.

8. Detached Structures and Fences. Outbuildings may be placed on a lot provided such building is constructed in a permanent manner using materials compatible with the residence. Outbuildings shall be maintained in a good and safe condition and shall be kept neat in appearance. Fences to contain animals or for any other reason must be constructed in a manner and using materials that are compatible with the residence located upon the lot. Fences that are viewed from any road or by any neighbors may not be constructed of materials using cleated "T" steel posts. Fencing must be pre-approved by Developer.

9. Animals, Fowls & Pets. No animals or fowls shall be kept or allowed to remain on any lot for commercial purposes, and no animals other than household pets or pleasure horses (which pets shall be kept and confined on said lots) shall be kept or allowed to remain on said property for any purposes. Specifically prohibited on all lots are large domesticated animals such as cows, pigs, goats, sheep, donkeys and mules. The number of pleasure horses to be kept on a particular lot shall be determined at the rate of one (1) horse per two acres (i.e. the owner of a ten acre tract shall be allowed to keep five (5) pleasure horses). Declarant reserves the right to permit other prohibited animals. Said permission shall be at the subjective discretion of the Declarant and shall be in writing and in form recordable at the office of the Register of Deeds for Alamance County, North Carolina.

10. Motor Vehicles. No wrecked, junked or inoperable mobile vehicles, automobiles, trucks, tractors, or any other wrecked, junked or other immobile or junk vehicle shall be permitted to remain on any lot or street nor upon any lot unless within the confines of a closed garage.

11. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Maintenance of Lot. The owner shall keep the open areas cleared of fallen trees, limbs, trash, junk, garbage and refuse (whether deposited thereon by the owner, by unauthorized and unknown parties or otherwise), and shall trim all grass, weeds and other like growth at least twice a year, the first such trimming to be undertaken not later than May 15th, and the second not later than September 15th of the year. Should the owner fail to so maintain such lot the undersigned may without notice cause such work to be performed on said lot and charge the owner the reasonable value thereof plus a special \$25.00 maintenance fee over and above such value, such charges to be payable forthwith, and such shall entitle the undersigned to a lien arising out of the improvement of said property

together with all statutory rights relating thereto, including but not limited to the filing of a claim of a lien and action to enforce same. (The purpose of this restriction is to assure a neat appearance to the area.)

All garbage or waste material will be regularly removed from the lot and disposed of in accordance with public sanitary regulations and accepted practices. Trees, brush, stumps and other unsightly material windrowed up for the purpose of clearing the lot for buildings, lawns, gardens, etc. will be disposed of at the earliest practicable date and in no case will such disposal or removal exceed 90 days.

13. Term. These protective covenants and restrictions 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 of this instrument, after which time said covenants and restrictions shall be automatically extended for successive periods of ten 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.

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

15. Severability. Invalidation of any of these covenants or any part thereof by and any judgment or court order shall in no wise affect any of the other provisions, and such other provisions shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said parties have caused this instrument to be executed this 29th day of October, 2002.

UNION RIDGE PROPERTIES, LLC

BY: David T. Wilkinson (SEAL)
David T. Wilkinson, Manager/Member

BY: Hassel A. Byrd, Jr. (SEAL)
Hassel A. Byrd, Jr., Manager/Member

Jeff Crowder (SEAL)
Jeff Crowder, Owner of Lot 2

Tracey Crowder (SEAL)
Tracey Crowder, Owner of Lot 2

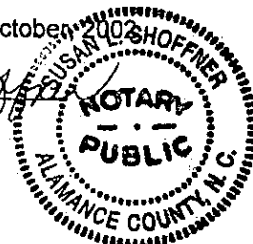
NORTH CAROLINA
ALAMANCE COUNTY

I, a Notary Public of the aforesaid County and State do hereby certify that DAVID T. WILKINSON and HASSEL A. BYRD, JR., Manager/Members of Union Ridge Properties, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this 29th day of October, 2002.

My Commission expires: 1-11-04

Susan L. Shoffner
Notary Public



NORTH CAROLINA
ALAMANCE COUNTY

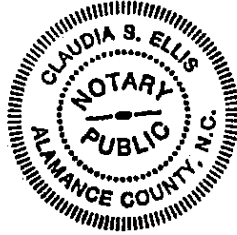
Book 1791 Page 323
No 0000-00050003 4 of 4 pages

I, Claudia S. Ellis, a Notary Public in and for said County and State, do hereby certify that JEFF CROWDER and wife, TRACEY CROWDER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 9th day of January, 2003,
~~2002~~.

My Commission Expires: 3-30-07

Claudia S. Ellis
Notary Public



State of North Carolina Alamance County

The foregoing certificate(s) of Claudia S. Ellis
Susan J. Hoffman

A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct.

This the 9 day of Jan 2003
MURIEL W. TARPLEY Muriel W. Tarpley
Register of Deeds By Assistant Deputy

2308
(4)