

Prepared by:
Mail after recording to:

Henry B. Smith, Jr.
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STATE OF NORTH CAROLINA

COUNTY OF UNION

Filed for record
Date 11-29-2000
Time 1:25 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

COPY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERLAND ESTATES

THIS DECLARATION, made on the date hereinafter set forth by James Warren Ellis, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Goose Creek Township, County of Union, State of North Carolina, known as Riverland Estates as shown on maps recorded in Map Book F, Page 835 of the Union County Registry.

WHEREAS, the Declarant desires to insure the attractiveness of the individual lots and to prevent any future impairment thereof, to prevent nuisances, and, in order to accomplish these objectives, deems it advisable to subject the property, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

NOW, THEREFORE, the Declarant declares that the property is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean James Warren Ellis, as well as its successors and assigns, if Declarant shall make an express conveyance of their rights hereunder to such successor or assign.

Section 2. "Lot" shall mean and refer to any lot of land, with delineated boundary lines, shown upon any plat of any portion of the property duly recorded in the Union County Registry, with the exception of any streets or easements shown on any such recorded plat. In the event any

GRIFFIN, SMITH,
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& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

Lot is increased or decreased in size by recombinations or resubdivisions, through recordation of new subdivision plats, any such newly platted Lot shall thereafter constitute a Lot for the purposes of this Declaration.

Section 3. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. The Property. That certain portion of the property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Union County, North Carolina and is shown on plat recorded in Book F, Page 835 of the Union County Registry.

ARTICLE III

RESTRICTION AGREEMENT

Section 1. Use of Land. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot.

Section 2. Minimum Size of Residence. No one-story residence shall be constructed or permitted to remain on any lot unless it shall have at least 1,800 square feet of heated floor space. No residence of more than one-story shall be constructed or permitted to remain on any lot unless it shall have at least 850 square feet of heated floor space on the first floor.

Section 3. Location of Buildings. No residence or ancillary building shall be erected on any lot or parcel nearer than seventy feet from the front lot line or twenty feet from any side street or interior lot line, or thirty feet from rear lot line.

Section 4. Additions and Exterior Structures. No residence shall be constructed with exposed concrete or cinderblock walls. Ancillary buildings such as tool or garden shed shall be permitted, but no ancillary building shall have outside exposed

concrete or cinderblock, other than for foundation. No metal carport or metal garage shall be erected on any lot or attached to any residential building located on the lot. No mobile or modular homes shall be permitted, whether or not occupied. Also, any ancillary building [shall be constructed of the same material] as the residence. All such structures (garages, storage buildings, etc.) must be built and painted to match the residence and [must be constructed of the same materials] (shingles, siding, cornice, etc.) as the residence. Such structures must have a roof pitch of 5/12 or steeper. Clothes drying lines in rear of house only;

Section 5. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any lot. No trailer, basement, shack, tent, garage, barn or any other building of similar nature shall be used as a residence on any lot, either temporarily or permanently.

Section 6. Lot Area. No residential structure shall be placed or erected on any lot which has an area less than the minimum square footage required by the applicable zoning ordinances in effect as of the date hereof or a width less than the minimum width at the front setback lines required by the applicable zoning ordinances in effect as of the date hereof. No lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the Declarant, or by its successors or assigns, and the written agreement to such subdivision is recorded in the Union County Register of Deeds. No lot shall be used or subdivided for the purpose of providing a means of ingress, egress and regress to any owner of an adjacent tract of land which is not a part of this subdivision. In addition, no owner of any lot in this subdivision shall grant a right-of-way or easement to an adjacent landowner who is not a part of this subdivision for the purpose of obtaining access to the roads or streets as shown on the aforesaid plat.

Section 7. Conditions.

A. **Motor Vehicles:** Driving or parking on the lawns is prohibited. No vehicle shall be permitted to remain parked in the street areas, except for a moving van or delivery vehicle carrying out its normal function of business for more than two hours. No truck larger than a ¾ ton pickup truck shall be permitted to park in a driveway.

B. **Recreational and Commercial Vehicles:** Recreational and commercial vehicles such as campers, boats, trucks, trailers, buses, RV's, or other unsightly objects shall be maintained and stored in such a manner as not to be visible from any street or side street or visible by any neighbor. Mini bikes, motorized bicycles and go-carts shall not be permitted to be operated on the streets within the subdivision for the sole purpose of providing a means of transportation to the operator and from the subdivision to a designated area. Joy riding of four-wheelers, motorcycles, mini bikes or motorized bicycles or similar

type vehicles by anyone within the subdivision is expressly prohibited.

C. Utilities: Lot owners may have a utility pole located at the rear of a residence for a night light. The height of such light pole may not be in excess of twenty (20) feet. Lot owners may have decorative lights in front yards, side yards, and beside driveways; however, these lights may not be more than nine (9) feet in height. They must be on factory designed poles.

D. Radio, Television, Solar and Other Equipment: No radio transmission equipment, reception towers, antennae, satellite dishes or discs shall be erected except in the back yard of a lot. In no event shall freestanding transmission or receiving towers dishes be permitted in the front yard except that satellite receiving dishes of 20" or less may be erected and attached to the boxing of the home in the front and side yards. Satellite dishes exceeding 20" in diameter and large antennae are prohibited altogether.

E. Fencing: Standard fencing must not exceed a height of 4 feet except around patios, wood decks or pools as privacy screens or as required around pools or similar hazards for liability protection. Chain link, barbed wire fencing or other metal fencing is not permitted.

F. Signage: One standard size real estate sign advertising the property for sale or rent is permitted per lot. Other "For Sale" signs are prohibited. Small political signs are permitted immediately preceding a political election. All other signage is prohibited except for the developer's entry monuments and temporary marketing signs erected by the builder and/or the builder's agent during the construction and sale period.

G. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot, or in any dwelling, except that of dogs, cats or other customary household pets may be kept or maintained and not exceeding two horses may be kept and maintained on any lot provided that they are not kept or maintained for commercial purposes. Dogs must be kept on a leash or in a fenced yard at all times.

H. House and Yard Maintenance: Each homeowner must keep his/her house and yard attractive and well maintained including any exterior structures and fencing. The Owner of each Lot shall maintain the grounds and improvements situated on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner, promptly repairing any damage thereto by fire or other casualty. No lot shall be used in whole, or in part, for storage of rubbish, of any character whatsoever, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure.

I. Illegal, Noxious, and/or Harmful Activities: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

J. No mailbox structures or other structures shall be erected and maintained within the street right-of-way which would violate the criteria of the North Carolina Department of Transportation for acceptance of secondary roads for maintenance.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. Failure by any Owner to enforce any covenant or restriction herein contained shall in no way ever be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended by 100% of the owners of lots in the subdivision and the developer or his successors. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided, however, no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant. Any amendment must be properly recorded.

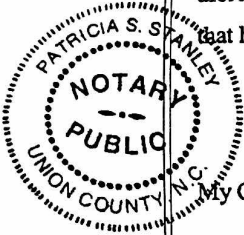
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 29th day of NOVEMBER, 2000.

By James Warren Ellis
James Warren Ellis

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, Patricia S. Stanley, a Notary Public of the County and State
aforesaid, certify that James Warren Ellis personally came before me this day and acknowledged
that he executed the foregoing.



Witness my hand and official seal this the 29th day of NOVEMBER, 2000.

Patricia S. Stanley
Notary Public

My Commission Expires: 12-23-2003

The foregoing Certificate(s) Patricia S. Stanley, NP
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the
Book and Page shown on the first page hereof.

JUDY G. PRICE REGISTER OF DEEDS FOR UNION COUNTY
By Sherma Picca Deputy/Assistant-Register of Deeds.

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