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STATE OF NORTH CAROLINA

UNION COUNTY

RESTRICTIVE COVENANTS
OF
MAGNOLIA PLACE
(AKA 218 NEW SALEM)

THESE RESTRICTIVE COVENANTS OF MAGNOLIA PLACE (AKA 218 NEW SALEM) ("Covenants") are made this the 16th day of May, 2023 by 218 New Salem, LLC a North Carolina Limited Liability Company:

RECITALS:

WHEREAS, 218 New Salem, LLC (hereinafter, called "Developer" and/or "Declarant") is the owner of certain property in Union County, North Carolina being more particularly described in a deed dated October 26, 2022 from Cleveland "Darrell" Baucom and Johnna Sharon Hinson Baucom, as Co-Trustees of THE BAUCOM FAMILY TRUST dated July 18, 2019 (a ½ undivided interest) and Karon B. Howard (aka Karen B. Howard (a ½ undivided interest) to 218 New Salem, LLC (a North Carolina Limited Liability Company) recorded on October 26, 2022 in Book 8597, Page 844 of the Union County Registry ("Property")

WHEREAS, Developer is developing the Property into residential lots consisting of Lots 1 through 5 of 218 New Salem (hereinafter, each a "Lot") which is more particularly described by plat thereof recorded in Plat Cabinet R, File 67, in the Union County Registry, to which reference is hereby made for a more complete description (hereinafter, collectively the "Subdivision"); and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon the Subdivision for the use and benefit of the individual owners, their successors and assigns and future owners of the lots in the Subdivision.

NOW THEREFORE, Developer, for itself, its successors and assigns hereby declares that the Property shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following covenants, conditions, easements rights and restrictions:

1. These covenants are to run with the land and shall be binding on all parties and all persons, firms or corporations claiming under them for a period of twenty (20) 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 seventy-five percent (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. All of said property shall be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential building lot within the subdivision other than one single family dwelling of construction not to exceed two and one half stories in height, a garage, and not more than two accessory structures (not including a detached garage) customarily incidental to residential use of the lot. Any garage and other accessory structure shall be constructed so that the outward appearance of the structure is in keeping with the general architecture as the residence on said lot; provided the one metal building per lot shall be permitted. Each such garage or other accessory structure shall be located no closer to the road than the back of the single-family residential dwelling. Each dwelling shall have a permanent brick, rock, or stone foundation with steps constructed of the same material, provided, however, that in the event that the residential structure has a wooden front porch entry way, the steps on said porch may be constructed of wood. Each dwelling shall be connected to the subdivision road or adjoining street or road by a concrete, stone, or asphalt driveway. The exterior of the single-family dwelling shall be of brick, stone, stucco, concrete based siding such as Hardie board, LP Smartside, stained or painted wood, metal, or cedar style shake vinyl siding.

3. No trailer, shipping or storage container, mobile home, tent, shack, or similar structure shall be erected or maintained on any Lot.

4. No residence in the subdivision shall be erected or allowed to remain on any of the Lots which is less than one thousand two hundred (1,200) square feet of heated space, exclusive of garages and porches.

5. The setback provisions noted on the Subdivision plat will control, unless they are less restrictive than the applicable governmental Zoning and Subdivision Ordinance or such rules and regulations as may apply through the applicable governmental Planning and Zoning and or the Building and Inspection Department. In the event such rules and regulations are different than designated on the recorded plat; the setbacks shall be regulated by the rules, regulations and ordinances of the applicable governmental entity, provided that such are more restrictive. Further provided, however, that driveways and eaves shall not be considered a part of the structure for setback purposes, and the Developer, so long as it owns any property within the subdivision, shall have the right, but not the obligation to waive any setback provision and approve any building location, provided that no portion of any

structure may encroach upon another lot and provided the setback complies with all the rules, regulations and ordinances of the applicable governmental entity.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, over the side five (5) feet of each lot, and the front ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water.

7. Developer reserves the right to re-subdivide any portion or all of the Subdivision owned by the Developer. Upon combination or re-subdivision of any Lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided Lots.

8. Fences shall be of wood, vinyl coated chain link, aluminum, split rail, or vinyl. Fences with chicken wire shall not be permitted.

9. No satellite dish or similar device may be located on any lot except a Direct Satellite Service (DSS) or satellite dish either of which is 30 inches in diameter or less. Satellite dishes must be located to the rear of the dwelling, In the event that the dish is ground mounted it shall not be visible from the street and must be fully enclosed or surrounded by an appropriate structure or by shrubbery and/or trees of sufficient size and height so as to screen said satellite dishes from view.

10. No sign 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.

11. No portion of any Lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers. There shall be no storing of any lawn or garden equipment except within a garage or accessory building. In addition no portion of a Lot shall be used for the storage of building materials except during the period of construction. Building materials can be stored in a garage or other accessory building. No supplies used in a trade or business shall be stored on any Lot.

12. No unlicensed, uninspected or inoperative, stripped, partially wrecked motor vehicle or junk motor vehicle shall be permitted to be parked or shall be permitted to be kept on any Lot or any street within the Subdivision. Such vehicles may be kept on a Lot, provided it belongs to the property owner and is stored within a garage.

13. INTENTIONALLY DELETED.

14. No tractor-trailer rigs, trailers or buses shall be stored or parked on any Lot or street of the Subdivision; provided that one non-commercial trailer not exceeding 20 feet in total length may be stored or parked on a Lot. The foregoing does not apply to one recreational vehicle per lot which may be stored no closer to the front lot line of any Lot that is closer than the rear of the residential structure.

15. All notes, requirements or other provisions set out in the above referenced plat are incorporated herein by reference.

16. All driveways on each Lot shall be paved with stone, asphalt or concrete, unless otherwise approved by Declarant pursuant to Paragraph 22 hereinbelow.

17. Wooden decks are permitted only on the rear of the main residential structure and steps to the deck may be constructed of wood, brick or stone.

18. Owners of Lots, including the portion of the Lot, if any, that has a septic system or repair field that is not contiguous to the portion of the Lot on which the single family dwelling is located, shall maintain their Lots in a reasonably neat manner including without limitation mowing the grass. All plumbing fixtures, laundry and dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewer becomes available in the Subdivision.

19. No noxious or offensive trade or activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision and/or owners of other Lots, to include, but not limited to, the discharge of firecrackers and similar activities, and no swine or poultry of any kind or description shall be kept or maintained on any Lot or any other portion of the Subdivision. No commercial breeding of animals is allowed on any Lot.

20. The subdivision of any Lot is specifically prohibited, unless approved by the Developer.

21. No right of way or easement for egresses and ingress shall be granted by the owner of any Lot to create access by adjoining landowners not a part of this original subdivision to the Subdivision's streets (if any).

22. So long as Declarant owns one (1) Lot in the Subdivision, Declarant shall have the right to approve the plans for any improvements built on a Lot (including but not limited to residential structures, garages, accessory buildings, and fences), the location thereof, and the materials used in construction of said improvement. The owner of any Lot proposing to build an improvement shall submit plans, including examples of building materials to Declarant by first class mail, return receipt requested or overnight delivery at the following address: P.O. Box 2406 Cullowhee, NC 28723, or such other address as Declarant shall designate. Declarant shall have thirty (30) days to approve, disapprove or request additional information from such owner. If Declarant does not respond to such owner within thirty (30) days of receipt of a request for approval, said request shall be deemed approved.

23. Declarant reserves the right to add property that adjoins the Subdivision to these restrictive covenants by filing a supplemental declaration in the Union County Registry. Upon the filing of such supplemental declaration, the additional property shall be incorporated into the definition of Subdivision herein and any platted lots within such additional property shall be included in the definition of Lots herein.

24. These restrictive covenants may be enforced in law, or equity by any aggrieved party owning a Lot in the Subdivision, jointly or severally, and the invalidation of any of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

25. These restrictive covenants may be amended in whole or in part by recording in the Union County Registry, of a written instrument agreeing to amend said covenants signed by seventy-five percent (75%) of the then owners of the Lots in the Subdivision, provided, however, Developer reserves the right to amend, delete or change these restrictive covenants, in whole or in part so long as it owns one (1) Lot in the Subdivision and further reserves the right to waive any setback restrictions herein contained.

26. The recorded Subdivision plat references shared driveways for Lots 2, 3, 4 and 5 (collectively "Shared Driveway Lots"). Lot 2 and Lot 3 share one driveway (hereinafter "Shared Driveway One") and Lot 4 and Lot 5 share a driveway (hereinafter "Shared Driveway Two").

Lot 2 and Lot 3 shall be subject to and conveyed herewith an easement for Shared Driveway One and Lot 2 and Lot 3 are hereby granted a permanent, joint and nonexclusive easement and right of way for the use of the same for ingress, egress, and regress which is appurtenant to and runs with the Lot 2 and Lot 3. The owners of Lot 2 and Lot 3 shall equally share in the maintenance and upkeep of the concrete portion provided by the Developer of Shared Driveway One.

Lot 4 and Lot 5 shall be subject to and conveyed herewith an easement for Shared Driveway Two and Lot 4 and Lot 5 are hereby granted a permanent, joint and nonexclusive easement and right of way for the use of the same for ingress, egress, and regress which is appurtenant to and runs with Lot 4 and Lot 5. The owners of Lot 4 and Lot 5 shall equally share in the maintenance and upkeep of the concrete portion provided by the Developer of Shared Driveway Two.

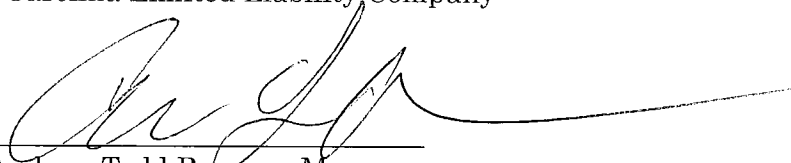
The individual lot owners shall be solely responsible for any maintenance and upkeep of any portion of the driveway that extends from the concrete portion provided by the Developer for Shared Driveway One and Shared Driveway Two. By purchase of any lot served by Shared Driveway One and Shared Driveway Two the owners and subsequent owners, successors, and assigns covenant and agree to maintain their respective said shared driveways in good condition adequate and usable in all weather conditions for all seasons.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Developers have hereunto set their hands and seals, the 16th day of May, 2023

218 New Salem, LLC
a North Carolina Limited Liability Company

BY:


Andrew Todd Baucom, Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, the undersigned, a notary public of the aforesaid county, do hereby certify that **Andrew Todd Baucom**, Manager of 218 New Salem, LLC, a North Carolina limited liability company, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated and acknowledged the execution and sealing of the foregoing instrument as member/manager on behalf of and as the act of the company referred to in this acknowledgement.

Witness my hand and official seal this the 16th day of May, 2023.

Emily S. Thomas Notary Public

Typed or printed name of Notary: EMILY S. THOMAS

My commission expires: 1/26/2024

