

## JOURNEY'S END SUBDIVISION

### RESTRICTIVE COVENANTS TO BE INCORPORATED IN DEED

1. LAND USE AND BUILDING TYPE: The lot shall only be used for single-family residential purposes. No type of commercial enterprise shall be allowed on a lot. No structure shall be erected or placed, or permitted to remain on the lot *other* than one (1) detached, single-family residence and such outbuildings as are usually necessary to a single-family residence, including a Private garage with space for not more than three (3) automobiles.

2. DWELLING SIZE AND QUALITY:

(a) Any dwelling, including double-wide mobile homes, erected or installed upon said lot shall be not less than 44 feet in length and 20 feet in width and shall contain not less than 1,500 square feet of heated area, exclusive of attics, garages, carports, and porches. No single-wide mobile homes shall be allowed. Double-wide mobile homes must comply with applicable zoning ordinances and regulations and (i) must be placed on a permanent masonry foundation with wheels, axels and tongue removed, (ii) must be anchored and underpinned, (iii) must have a front porch and a porch or deck at the rear door and (iv) must have a "brick curtain wall", all of which must be constructed within sixty (60) days of occupancy. No double-wide mobile homes in excess of four (4) years old may be erected upon a lot.

(b) All dwellings and outbuildings erected upon the lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner.

3. LOT SIZE: The lot shall not be subdivided or decreased in size, but may be combined with an adjacent lot and used as one lot, and three or more adjacent lots may be subdivided into a lesser number of lots, provided that the total area of the small lot so subdivided shall not be smaller than the smallest lot in the entire subdivision. An owner of two (2) or more adjoining lots may construct a dwelling and/or, other structures permitted hereunder upon and across the original dividing line of such adjoining and contiguous lots, all such structures to comply with the minimum building setback line from the new outside boundary lines of the subject owner's property.

4. SETBACK LINES: No dwelling or outbuilding shall be located nearer than 35 feet from the front lot line of the lot, 30 feet from the rear lot line of the lot, 10 feet from a side lot line (or 25 feet from a side lot line that is a street). Eaves, steps, stoops, and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Restriction.

5. TEMPORARY STRUCTURES: No temporary structures, trailers, motor homes, travel trailers, temporary garages, tents, shacks, barns, or other outbuildings shall

be placed or erected on the lot or used as a residence at any time. No used structures are to be relocated on the lot except as otherwise stated herein.

6. CONSTRUCTION TIME: Once construction of a dwelling or other improvement is started on the a lot, the improvements must be substantially completed within twelve (12) months from commencement, at least in outward appearance.

7. UNUSED AUTOMOBILES: GARBAGE AND REFUSE DISPOSAL:

(a) No stripped, partially wrecked, or junked trailers or motor vehicles, or parts thereof, shall be permitted to be parked or kept on a lot. All motor vehicles of any type kept on a lot shall have current North Carolina Registration and inspection certificates. No truck or vehicle in excess of two ton load capacity shall be parked or permitted to remain on a lot.

(b) The lot shall not be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash, or debris. All fuel storage tanks and outdoor receptacles for rubbish, trash, debris, garbage, and other waste shall be kept only in sanitary containers and shall be screened or so placed and kept so as not to be visible from the road fronting the lot. All incinerators, containers, or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

8. ADVERTISING: No sign, billboard, or other advertising structure of any kind may be erected or maintained upon the lot, except a "For Sale" sign may be placed on the lot which is actually for sale. Provided, however, construction identification signs showing the name of the builder may be exhibited upon the lot during the period of Construction.

9. ELECTRONIC APPARATUS: No radio station or short wave operator of any kind shall operate from the lot or residence. No CB antenna shall be placed or erected on the lot. All television satellite dishes and outside solar structures or every kind shall be erected in the back of the dwelling, and only one satellite dish is permitted.

10. ANIMALS: No animals, livestock, horses, or poultry of any kind shall be raised, bred, or kept on the lot, except that a reasonable number of dogs, cats, and other household pets may be kept thereon, provided they are not bred, kept, or maintained for commercial purposes, and provided, further, that they shall not at any time constitute either a private or public nuisance.

11. LOT APPEARANCE: The lot owner shall keep the lot mowed and weeds cut regularly. The lot shall be kept clear of all unsightly objects and debris. The lot owner shall dispose of all waste.

12. SEWER: All plumbing fixtures and sources of sewage located on the lot shall be connected to the Town of LaGrange sewage system and shall comply with the

regulations and guidelines of the Town of LaGrange. The lot owner shall be solely responsible for the cost of any such compliance including tap fees.

13. **EASEMENTS FOR UTILITIES:** Grantors reserve unto themselves, their successors and assigns, a perpetual easement, in, on, over and under a strip of land thirty (15) feet in width along front of the lot with the full right of entry by them or their licensees for the purpose of establishing, constructing and maintaining any utility, conduits for telephone, cable, television, and electric power, and to lay, install and maintain facilities for sewage, potable and nonportable water, gas, storm drainage and other utilities therein, provided however, nothing herein contained shall in any obligate Grantor to install, provide or maintain any such utilities. Grantor reserves the right to subject the lot to a contract with the Town of LaGrange for the installation of street lighting, which requires a continuing monthly payment to the Town of LaGrange by the property owner, which cost shall be the sole responsibility of the lot owner.

14. **FENCES:** No chain link fence, as that term is generally known in this area, may be erected in front of the dwelling. No side yard fence shall be erected on the lot to a height of more than four (4) feet in any area of the lot forward of a point fixed by the forward edge of the house. No fences of any type shall be erected so as to unreasonably deprive adjoining owners of light and air.

15. **NUISANCE:** The lot owner shall keep the lot free and clear of rubbish and debris, and no building material shall be allowed to remain upon said lot except during the period of construction of a dwelling thereon. No noxious, offensive, or illegal trade or activity shall be carried on or upon the lot, nor shall anything be done on the lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.

16. **DESTRUCTION OF DWELLING:** Any dwelling or improvement on the lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and said lot restored to a slightly condition with reasonable promptness. In no event shall such debris remain on the lot longer than three (3) months

17. **UNDERGROUND STORAGE TANKS:** No underground storage tanks of any type shall be allowed on the lot.

18 **TERM:** The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, and after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless an instrument in writing signed by not less than seventy-five percent (75%) in number of the lots in the subdivisions has been recorded prior to the expiration of said initial period of twenty (20) year term of the same, agreeing to change, modify or rescind said covenants..

19. DRIVEWAYS: Driveways shall be delineated and improved with either stone, asphalt or concrete surfaces. All such driveways shall be kept in a reasonable state of repair.

20. ENFORCEMENT: Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or conditions, either to restrain violation thereof or to recover damages therefor.

21. SEVERABILITY: Invalidation of any one of these covenants or conditions by judgment or order of any Court shall in no way affect any of the other provisions and shall remain in full force and effect.

22. LIMITATIONS: Nothing herein contained shall be construed as imposing any covenants or restrictions on any other properties of Grantors other than those described in this instrument.

23. WAIVER: No provisions contained in these Restrictive Covenants shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them by Grantors, their successors and assigns.