

Appaloosa Pointe

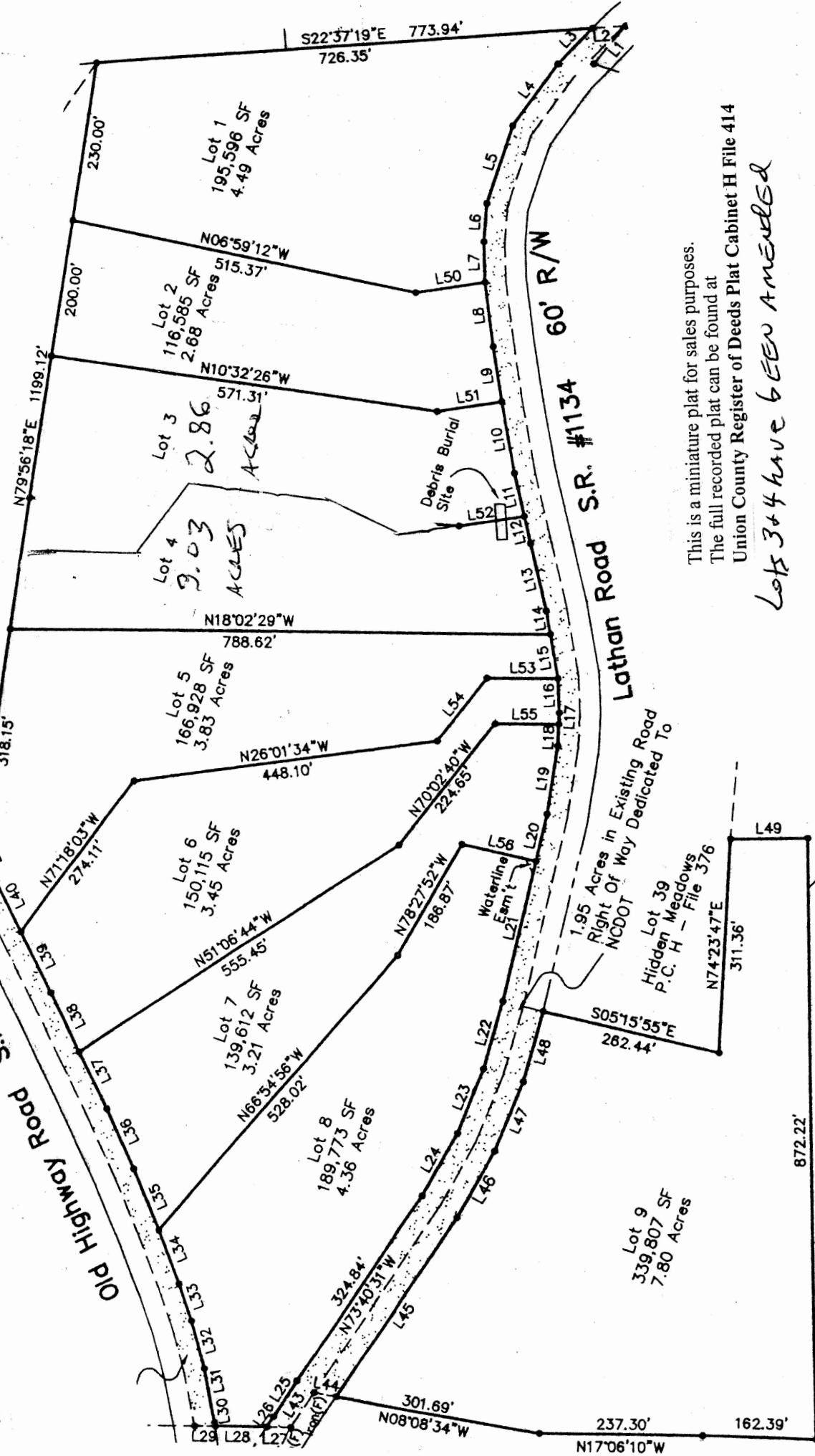


(704) 283-4697

www.lovehomesnc.com S.R. #1135

Regarding vacant lots:

- Union County water at each lot (buyer must pay tap fee)
- Buyer must supply own individual septic system
- Buyers must get new septic soil analysis done by Union County
- Electricity- Duke Power
- Phone- Land lines are Frontier
- Cable/Digital Phone- Lines are Spectrum (formerly Time Warner)
- Appaloosa Pointe has recorded subdivision restrictions



This is a miniature plat for sales purposes.
The full recorded plat can be found at
Union County Register of Deeds Plat Cabinet H File 414
lots 3+4 have been amended

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS FOR APPALOOSA POINTE

This DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 4th day of April, 2003, by and between LOVE CONSTRUCTION COMPANY, INC. (hereinafter "Declarant"), owner of APPALOOSA POINTE SUBDIVISION, as shown on plat recorded in Plat Cabinet H, File 414 of the Union County, North Carolina Registry, and, PROSPECTIVE PURCHASERS of all lots in said subdivision.

WITNESSETH:

WHEREAS, the Declarant intends to convey each of said lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which Declarant may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

**ARTICLE I
USE RESTRICTIONS**

Section 1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however, that the owner of all of a numbered Lot on said map may combine with such numbered lot, part or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions.

Section 2. Land Use. All Lots shall be known and described as residential lots. Lots are to be used exclusively for single-family residential purposes and are devoted exclusively to dwelling use. No structure shall be erected, altered, placed or permitted to remain on the property other than for use as a single-family residential dwelling. No mobile, manufactured or modular home may be erected, placed, or permitted to remain upon the property. Only site-built homes are permitted. No outbuildings shall be erected on the property unless the same is incidental to the residential use of the property. It is provided, however, that Declarant or Builders, during the development and building stage, may maintain a mobile manufactured dwelling for use as a model home to aid sales in the subdivision or site construction trailer. After development has been completed, no such model home or construction trailer may be maintained in the subdivision.

Section 3. Building Lines. No building shall be located nearer to the front, side or rear property lines of a Lot than the building setbacks shown on the recorded plat(s) of the Properties. In no event, shall any building be placed nearer to any front, side or rear Lot line than permitted by Union County Zoning Ordinances.

Section 4. Subdivision of Lots. No person or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of the Declarant.

mail to Love Constr. Co.
2675 Old Charlotte Hwy.
Monroe, NC 28110

Section 5. Size of Structure. No residential structure shall be erected or placed on any Lot having a total finished heated area of less than eighteen hundred (1,800) heated square feet in addition to at least a two-car garage of standard size. Such required garage may be used for any uses that are legal under the local laws and ordinances. Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this section.

Section 6. Construction Quality. All dwellings erected upon the property shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior wall construction of any dwelling shall be of brick-veneer, vinyl, masonite, cement board, stone, stucco or any other material specifically approved by the Declarant. The foundation elevations must be of brick-veneer or stone veneer. All dwellings shall have simulated architectural roofing.

Only construction of a new residential dwelling and other structures on a lot shall be permitted. The moving and placement of an existing structure (including residence) from any other property to any lot in the subdivision shall be prohibited.

Section 7. Garages and Construction of Driveways. Each dwelling must contain an attached garage which shall accommodate a minimum of two automobiles. All garages must be equipped with an operating garage door or doors that has capability of closing and completely covering the interior of the garage. Any portion of a driveway that intersects Lathan Road must be made of poured concrete. The poured concrete section of each driveway must be a minimum of ten (10) feet in width, must begin at the street, and must extend for a minimum of twenty (20) feet in length. The remainder of the driveway may be concrete, asphalt, or gravel. All lots are required to have driveway access on Lathan Road for fire protection.

Section 8. Storage Buildings and Outbuildings (not including barns and stables). All storage buildings and outbuildings erected upon the property shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. Outbuildings and storage buildings, not including barns and stables, shall be permitted as long as they are constructed with exterior finishes and colors similar to the finish and color of the main dwelling. No metal outbuildings, or metal storage buildings shall be maintained upon the property. All outbuildings and storage buildings must be built upon permanent foundations. See Section 19 for specific restrictions regarding barns and stables.

Section 9. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot. This Section shall not be applicable to temporary construction trailers, sales offices and material storage facilities used during construction.

Section 10. Clothes Drying. All exterior clothes hanging and drying devices such as lines, reels, poles, frames, etc. shall not be stored in any front yard.

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

Section 12. Residence. No trailer, basement, tent, shack, garage, barn, stable or other outbuilding erected on the Properties shall be at any time used as a dwelling or residence, temporarily or permanently, nor shall any structure of a temporary character be used as a dwelling or residence.

Section 13. Radio and Television Antennas. No free standing radio or television or electronic reception towers, antennas, dishes or disks shall be erected on any Lot. Except that small satellite dishes not exceeding two (2) feet in diameter shall be permitted to be freestanding but not erected on any Lot closer to any street line than the rear corners of the residence. Radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence or structure and only dishes or disks not exceeding two (2) feet in diameter shall be permitted upon the roofs.

Section 14. Harmony of Structures. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures on the Properties.

Section 15. Residence Placement. Each residence shall face Lathan Road, with the front yard fronting upon Lathan Road.

Section 16. Easements. Declarant reserves a perpetual easement and the right to grant such easement to the appropriate governmental authorities or utility companies over the front and rear fifteen (15) feet of each Lot and seven and one-half (7 1/2) feet adjacent to all side Lot lines for the installation and maintenance of any and all utility lines and drainage facilities. Declarant reserves the right to grant an encroachment easement along any property line for the inadvertent installation of a driveway, or when the installation of the driveway is reasonably necessary in Declarant's sole judgment. Said driveway easement to be no more than twelve (12) inches onto any adjoining lot.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

Section 18. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs (with a limit of four exterior dogs), cats, other household pets and horses may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 19. Horses, Barns and Stables. One pleasure horse per acre may be maintained, provided that no more than four horses may be maintained on any lot. It is also provided that this density figure may be exceeded as a result of a mare giving birth, and the colt or filly may remain for weaning purposes for a period not to exceed six months. A barn or stable may be erected to accommodate horses; however, this building shall meet the following minimum setback requirements: (1) 50 feet from adjacent property lines; (2) 100 feet from pre-existing adjacent residences; (3) 30 feet from the principal structure; and (4) No stable shall be erected on any Lot closer to Lathan Road than the rear corners of the residence. Additionally a barn or stable erected to accommodate horses shall be constructed of new material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner.

Section 20. Trash Disposal. All rubbish, trash, garbage or waste of any kind shall be kept in sanitary containers. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

Section 21. Fences. No fences (including dog kennels) shall be erected on Lots 1, 2, 3, 4, 5, 6, or 7 nearer to Lathan Road than the rear corners of the residence. On Lots 8 and 9, any fencing located 50' or less from the Lathan Road Right-of-Way shall be of wooden or vinyl post and rail design or wooden or vinyl split rail design, and either design may have wire mesh attached. No fences shall be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area. Provided, however, that notwithstanding anything contained in this Section or elsewhere to the contrary, Declarant and Builders may install temporary decorative fencing on any Lot used by it containing a model home.

Section 22. Swimming Pools and Trampolines. All swimming pools and trampolines shall not be erected nearer the front lot line of a Lot than the back face of the dwelling located on such Lot. No above-ground swimming pools shall be permitted.

Section 23. Sight Line Limitations. No fence, wall, hedge or planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 24. Parking of Vehicles. No commercial trucks that exceed 26,000 lb (GVW) gross vehicle weight shall be permitted to remain upon the property. No camper or like recreational vehicle, trailer, work trailer, utility trailer, school bus, boat or boat trailer, nor any other craft or watercraft, shall be permitted to remain upon the property located any closer to Lathan Road than the rear corners of the residence. These vehicles shall not be parked in the street, in a driveway adjoining Lathan Rd., or in the front yard of any lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration and current valid inspection shall be permitted to remain upon the property.

Section 25. Certain Vehicles Prohibited. No motorized, unlicensed, recreational vehicles, including, without limitation, all terrain vehicles, dirt bikes and go-carts shall be operated anywhere within the subdivision. However, electric golf carts and electric utility vehicles are specifically permitted.

Section 26. Mailbox and Newspaper Box. No brick, stone, or other type mailbox or mailbox stand which has not been approved by the North Carolina Department of Transportation (NCDOT) or other agency having jurisdiction over mailboxes located within street rights of way shall be permitted in the subdivision.

Section 27. Basketball Goal Support. No basketball goal supports shall be erected or placed within any street right of way.

Section 28. Landscaping and plantings in the road right-of-ways. Each owner is responsible for establishing and maintaining a grass cover on the road right-of-way that exists on his lot. Additionally, no owner should plant any trees, or large growing shrubs, or place any other fixture in the road right-of-ways.

Section 29. Driveway Pipes. Each driveway must include a NCDOT approved driveway pipe, which shall be 15" minimum diameter, or larger as directed by NCDOT. All drainage apparatuses and headwalls that are located within the street right-of-way must be NCDOT approved.

Section 30. Diligent Construction. All construction, landscaping, or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during reasonable time period as is necessary for completion. All construction must be completed within one (1) year after the date upon which it commenced.

Section 31. Outside Access to Streets. No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets.

Section 32. Damage to subdivision improvements and Sediment control. Any damage to the streets, street side drainage ditches, street right-of-ways, signage, or any utility system caused by a Lot Owner or Lot Owner's builder or his subcontractors shall be repaired by such responsible Lot Owner. The Lot Owner is also responsible for retaining and containing sediments upon his Lot. Any sediment that washes into the street is the responsibility of the Lot Owner. The Lot Owner will be responsible for washing any sediment from the street that originated from his Lot.

Section 33. Well Condition. If Lot Owner chooses to install a water well upon his lot, he must get specific written approval on the location of this well from Love Construction Company, Inc. The Lot Owner must also get approval from the Union County Environmental Health Department on this well placement. Also, discharge location of any spent water must be approved in writing by Love Construction Company, Inc. and by Union County Environmental Health Department.

**ARTICLE II
EASEMENTS**

Section 1. General Easements. Easements for the installation and maintenance of fences, driveways, walkways, parking areas, water lines, gas lines, telephone, cable TV, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plats and as further described in Article I, Section 16 of this instrument. Within any such easements, no structure, planting, fencing or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of sewerage disposal facilities and utilities, or which may change the direction or flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit an easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

ARTICLE III
GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by any Owner to enforce any covenant or restriction herein contained shall in no way 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind that land. This Declaration may be amended prior to April 15, 2007, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant, so long as Declarant still owns any Lots, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

IN WITNESS WHEREOF, Love Construction Company, Inc., Declarant, by virtue of the provisions of the preamble of the aforesaid Declaration of Restrictive and Protective Covenants and Conditions, has caused this instrument to be duly executed under seal as of the day and year first above written.

LOVE CONSTRUCTION COMPANY, INC.
BY: VANN J. LOVE

Vann J. Love
PRESIDENT

ATTEST:
LOVE CONSTRUCTION COMPANY, INC.
BY: MARTHA G. LOVE

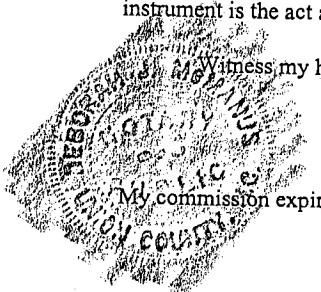
Martha G. Love
SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Martha G. Love who, being duly sworn, says that he/she is the Secretary and that Vann J. Love is the President of LOVE CONSTRUCTION COMPANY, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 4 day of April, 2003.

Deborah J. McManus
Notary Public



My commission expires:

My Commission Expires August 31, 2003

NORTH CAROLINA-UNION COUNTY

The foregoing certificate of
Deborah J. McManus

Notary (y) (ies) Public
is/are certified
to be correct.

JUDY G. PRICE, REGISTER OF DEEDS

BY: Deborah J. McManus
REG. DEPT.

H-414

LINE	LENGTH	BEARING
L1	71.01	S69°12'22"E
L2	47.59	N22°37'19"W
L3	72.06	N64°52'04"W
L4	111.02	N72°57'53"W
L5	118.09	S89°40'37"W
L6	54.99	S75°43'29"W
L7	57.78	S69°41'47"W
L8	95.27	S64°20'49"W
L9	81.60	S62°47'35"W
L10	106.07	S61°20'46"W
L11	63.78	S58°17'31"W
L12	40.58	S58°17'31"W
L13	100.62	S58°15'17"W
L14	33.62	S61°31'00"W
L15	65.27	S61°31'00"W
L16	48.78	S68°45'10"W
L17	16.30	S73°56'16"W
L18	31.04	S73°56'16"W
L19	100.49	S80°16'33"W
L20	70.20	S84°44'05"W
L21	208.15	S84°44'05"W
L22	101.54	S87°26'30"W
L23	100.79	N86°14'48"W
L24	102.96	N78°27'02"W
L25	62.20	N75°10'49"W
L26	18.44	N75°39'42"W
L27	35.15	S17°03'39"E
L28	76.17	N17°03'39"W
L29	30.41	N17°03'39"W
L30	5.63	N63°30'13"E
L31	79.24	N61°01'54"E
L32	72.65	N57°04'24"E
L33	56.22	N53°12'37"E
L34	81.46	N50°35'40"E
L35	94.97	N48°36'39"E
L36	94.41	N46°55'47"E
L37	91.44	N45°40'19"E
L38	95.47	N45°19'32"E
L39	97.97	N45°00'01"E
L40	95.81	N44°33'45"E
L41	41.38	N43°52'52"E
L42	50.97	N79°56'18"E
L43	61.68	S75°10'49"E
L44	32.96	S08°08'34"E
L45	313.30	S73°40'31"E
L46	109.55	S78°27'02"E
L47	108.19	S86°14'48"E
L48	106.27	N87°26'30"E
L49	110.44	S19°12'17"E
L50	101.07	N27°12'38"W
L51	93.74	N27°12'38"W
L52	94.91	N27°12'38"W
L53	102.58	N18°02'29"W
L54	114.91	N70°02'40"W
L55	92.24	N18°02'29"W
L56	110.00	N05°15'55"W

Certificate Of Survey And Accuracy

I, Walter L. Gordon, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 1490, Page 407 and Deed 1561, Page 634); that the ratio of precision as calculated is 1:25,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 1490, Page 407; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 24th day of March, A.D. 2003.

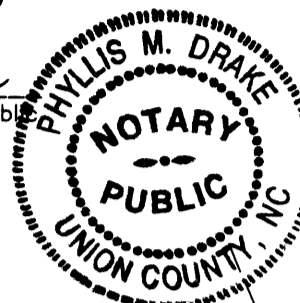


Walter L. Gordon
Professional Land Surveyor
L-1372
Registration Number

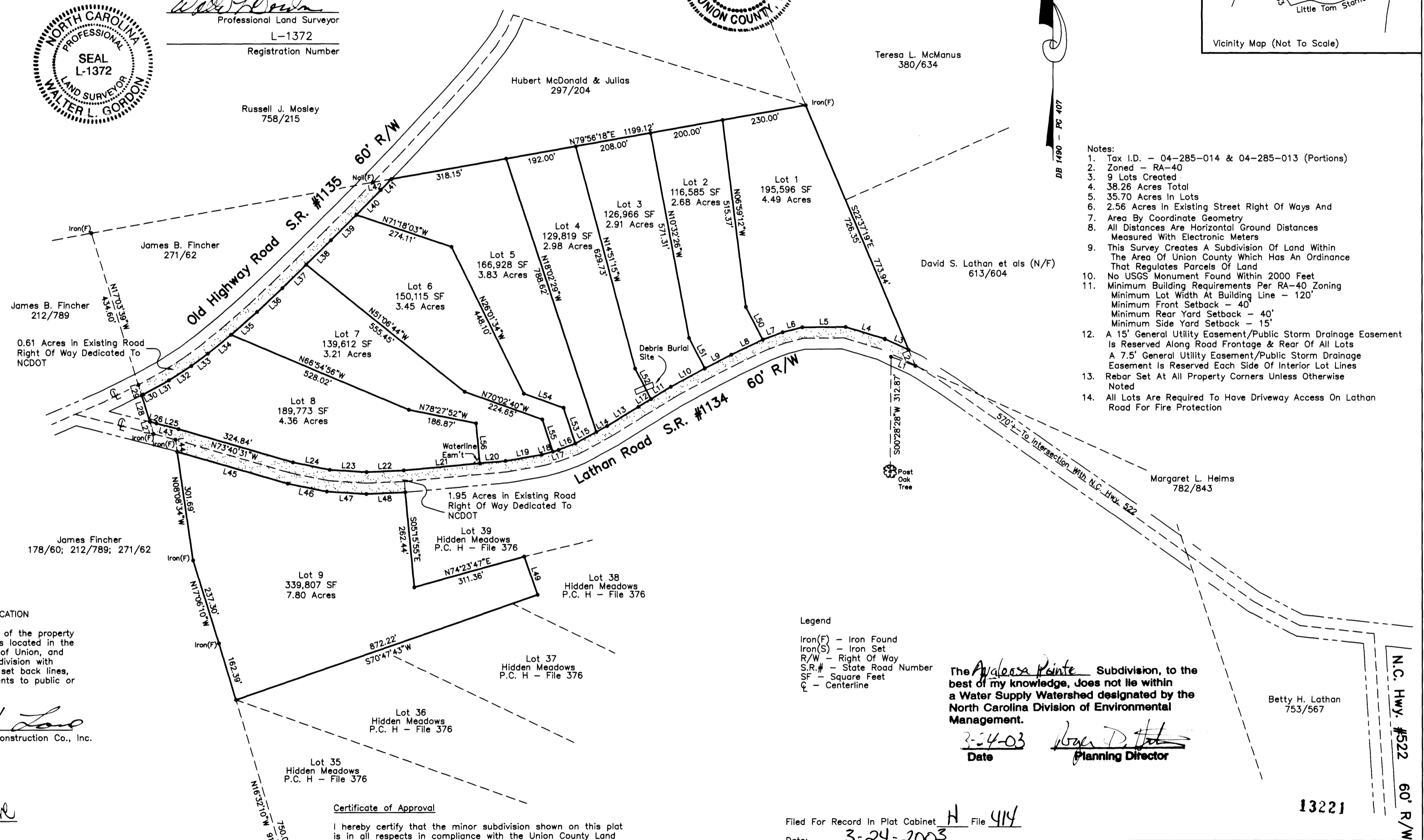
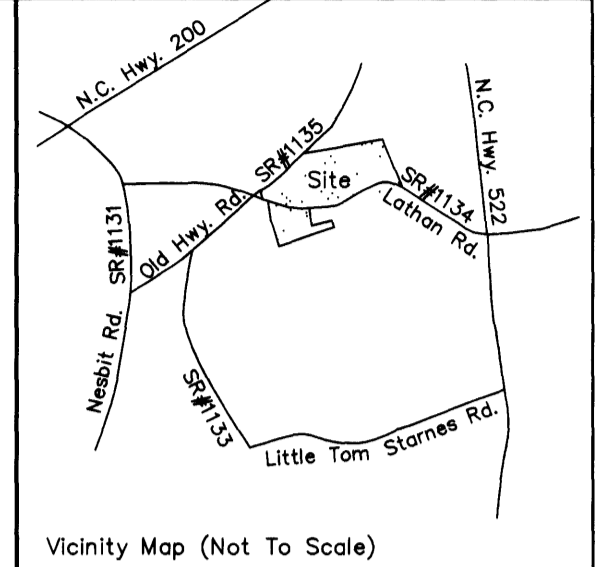
NORTH CAROLINA, UNION COUNTY

I, a Notary Public of the County and State aforesaid, certify that Walter L. Gordon, a Professional Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24th day of March, 2003.

My commission expires 2-27-2005



Owner Information
Love Construction Co., Inc.
2675 Charlotte Avenue North
Monroe, NC 28110
(704) 283-4697



- Notes:
1. Tax I.D. - 04-285-014 & 04-285-013 (Portions)
 2. Zoned - RA-40
 3. 9 Lots Created
 4. 38.26 Acres Total
 5. 35.70 Acres In Lots
 6. 2.56 Acres In Existing Street Right Of Ways And
 7. Area By Coordinate Geometry
 8. All Distances Are Horizontal Ground Distances Measured With Electronic Meters
 9. This Survey Creates A Subdivision Of Land Within The Area Of Union County Which Has An Ordinance That Regulates Parcels Of Land
 10. No USGS Monument Found Within 2000 Feet
 11. Minimum Building Requirements Per RA-40 Zoning
Minimum Lot Width At Building Line - 120'
Minimum Front Setback - 40'
Minimum Rear Yard Setback - 40'
Minimum Side Yard Setback - 15'
 12. A 15' General Utility Easement/Public Storm Drainage Easement Is Reserved Along Road Frontage & Rear Of All Lots
A 7.5' General Utility Easement/Public Storm Drainage Easement Is Reserved Each Side Of Interior Lot Lines
 13. Rebar Set At All Property Corners Unless Otherwise Noted
 14. All Lots Are Required To Have Driveway Access On Lathan Road For Fire Protection

CERTIFICATE OF OWNERSHIP AND DEDICATION

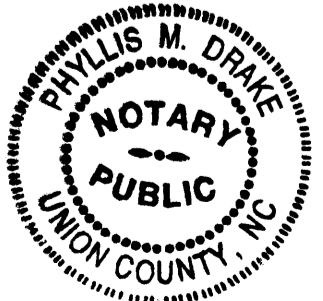
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Union, and that I hereby adopt this plan of subdivision with my free consent, establish minimum set back lines, and dedicate other sites and easements to public or private use as noted.

3-24-03
Date
President, Love Construction Co., Inc.

ATTEST: Matthew J. Love

NORTH CAROLINA UNION COUNTY
I, Phyllis M. Drake, Notary Public for said County and State, certify that Martha G. Love personally came before me this day and acknowledged that she is Secretary of Love Construction Company, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal, this the 24th day of March, 2003.



My commission expires 2-27-2005
Phyllis M. Drake
Notary Public

Certificate of Approval

I hereby certify that the minor subdivision shown on this plat is in all respects in compliance with the Union County Land Use Ordinance, and that therefore this plat has been approved by the Union County Planning Director, subject to its being recorded in the Office of the Union County Register of Deeds within ninety days of the date below.

3-24-03
Date
Planning Director

State Of North Carolina
County Of Union

I, Linda G. Edwards, Review Officer of Union County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

3-24-03
Date
Linda G. Edwards
Review Officer

Legend
Iron(F) - Iron Found
Iron(S) - Iron Set
R/W - Right Of Way
S.R.# - State Road Number
SF - Square Feet
C - Centerline

The Appaloosa Pointe Subdivision, to the best of my knowledge, does not lie within a Water Supply Watershed designated by the North Carolina Division of Environmental Management.
3-24-03
Date
Planning Director

Filed For Record In Plat Cabinet H File 414

Date: 3-24-2003
Time: 2:50 o'clock P.M.
Judy G. Price, Register Of Deeds
Union County, Monroe, North Carolina
By: [Signature] Deputy

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

Walter Gordon & Associates
212 South Hayne Street
Monroe, NC 28112
(704) 289-1408

Final Subdivision Plat
Appaloosa Pointe
Legal Ref: DB 1490 - PG 407;
DB 1561 - PG 634
Buford Township, Union County, N.C.

Rev. No.	Date	Description	By
1	03/11/03	Lot Revisions & Waterline Em't	PD

Project: Love-HM Dwg: Appaloosa-Record

CAB N FIG. 414