Trinity Church Road: Lot Restrictions and Shared Driveway

Lots 1 and 2, Union County, NC

No HOA, no annual dues, no architectural review board and no fines (owners could vote to form an HOA later). Two recorded documents apply. The **Restrictions** (Declaration of Restrictive Covenants), one set for all 8 lots, cover what you can build and how a lot can be used. The **Driveway Agreement** (Shared Driveway Easement and Maintenance Declaration) covers access to the private shared driveway and how its upkeep is decided and paid for. Lots 3 through 8 have their own separate Driveway Agreement for the east road.

Building on and using your lot (the Restrictions)

Homes

- Build one single-family home, plus garages, barns, workshops, storage buildings and a pool. Garden and farm for your own use.
- **Barndominiums, log homes, panelized and SIP homes are all welcome.** Homes are built or assembled on the lot on a permanent foundation. Mobile, manufactured, modular, park-model and tiny homes can't be dwellings. No exposed concrete block on finished exterior walls.
- Main home: at least **1,200 sq ft** of heated, finished space (porches, decks, garages, breezeways and unfinished space don't count).
- You can live in one RV for up to 12 months while actively building the main home, with lawful sanitary facilities.

Guest house (ADU) and leasing

- **Room for family:** add one detached guest house (ADU), with or after the main home, up to **50% of the main home's** heated, finished space. Family, caregivers and guests can live there rent-free while an owner's primary residence is the main home.
- The ADU's driveway comes off your own driveway, with no separate connection onto the **shared** driveway unless law or emergency access requires one. The ADU can't be rented or sold separately.
- You can lease the whole main home to one household on a written lease of 30 days or more. No vacation or room rentals under 30 days, and no room-by-room or boarding-house leasing.

Lot lines and setbacks

- **Lots stay whole:** no further subdivision. Boundary adjustments are limited and can never create a new lot.
- Main home and ADU: at least **75 ft from the shared driveway centerline**. All structures: at least **15 ft** from side and rear lot lines. Lots fronting Trinity Church Road follow the plat and law for the road-front setback. Larger setbacks required by law or the plat control.

Working from home and other uses

Home offices are fine (professional, administrative or remote work in the main home) without regular on-site non-resident employees, customers, outdoor storage or display, business signs, or a material increase in traffic.

Not allowed, to keep the lots residential: campgrounds, RV parks, glamping, retreat or event venues, hotels, B&Bs and other commercial lodging; schools, daycares, treatment facilities, churches or public-assembly uses; junk or salvage yards, commercial kennels, vehicle yards, warehouses, industrial and retail uses. Uses protected by law (such as a family care home) are excepted.

Animals, land and upkeep

- **Pets and hens are welcome** (no roosters). Livestock for your own use: up to 5 of any one type of cow, horse, goat, llama, sheep or pig, and 10 combined, kept sanitary and lawfully fenced. No commercial breeding, boarding or kennels.
- Hunting and target shooting are allowed when lawful and safe. Solar is allowed. Fences are fine, generally up to 6 ft. Shielded lighting is encouraged; no garish or flashing lighting that disrupts the rural night sky (holiday lights are fine).
- No junk or inoperable vehicles, scrap or trash buildup, or regular tractor-trailer or fleet parking. New utility lines go underground unless conditions or the provider require overhead.
- Customary signs are fine. Political signs: one per lot, up to 18 x 24 in., removed within 7 days after the election (or more if law requires).

Term, changes and enforcement

The Restrictions run 30 years from recording, then renew automatically in 10-year terms. Most changes need 75% of lot votes (6 of the 8 lots); core protections (subdivision, construction type, ADU, short-term and ADU rental, prohibited-use and traffic rules) need every owner. Each owner (and the developer while it owns a lot) can enforce them.

The Driveway Agreement: access and upkeep

Your access

- Lots 1 and 2 each get a permanent, shared (nonexclusive) easement over the private driveway for access, drainage and utility lines. No other lot has rights under this agreement. The driveway is private: the agreement does not dedicate it to the public or create any public maintenance duty.
- No parking on the driveway and no blocking it, except briefly for repairs, construction or utility work.
- **Access can never be cut off for nonpayment** or any other dispute.

Who pays what

Lots	Share per lot
Lots 1 and 2	**50%**
Total, both lots	100%

- Ordinary upkeep is split 50/50: grading, gravel, potholes, washouts, drainage and clearing. The split applies whether or not a lot is built on, including a lot still owned by the developer.
- Each owner pays for utility lines serving only their own lot and fixes the driveway after installing them.
- Nothing requires paving or widening. Upgrades are shared only if both owners agree in writing; otherwise an owner can upgrade at their own cost if it doesn't hurt the other lot.

How work gets done

- No HOA, no administrator, no annual dues. The two owners deal with each other directly.
- **Routine work:** send the other owner the scope and estimate in writing. They have 10 days to approve, suggest a change or refuse, and can't unreasonably refuse needed repairs. No answer after a second notice and 5 more days counts as approval. If they decline, you can still do the work and recover their half if it was a needed repair and the refusal was unreasonable.
- **Emergencies:** either owner can make urgent repairs to restore access or fix a hazard, with prompt notice, and the cost is shared.
- Bills are due 30 days after you receive an itemized invoice with the receipts. Unpaid amounts bear simple interest at 8% (or the legal maximum, if lower).

Construction damage

- If building on your lot damages the driveway (heavy trucks, concrete, gravel deliveries, equipment, contractor traffic), you pay to restore it. The same goes for damage caused by careless or unreasonable acts by you or people working for you. Ordinary wear is shared.
- Before you start building, take dated photos of the driveway and share them. They're the baseline for any damage claim.

Disputes, changes and selling

- Disagreements go to mediation in Union County first, except unpaid bills and urgent issues. Lien remedies apply only as North Carolina law allows.
- Changes need both owners' signed, recorded agreement. The agreement is permanent and runs with the land.
- When you resell, disclose the driveway agreement before contracting, and allocate any unpaid work at closing.