Trinity Church Road: Lot Restrictions and Shared Driveway

Lots 3 through 8, 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 1 and 2 have their own separate Driveway Agreement for the western driveway.

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

- Each of the **6 lots (Lots 3 through 8)** gets a permanent, shared (nonexclusive) easement over the private driveway for access, drainage and authorized maintenance. The driveway is private: the agreement does not dedicate it to the public or create any public maintenance duty.
- Keep it clear: no parking or obstructions on the driveway, sight lines or drainage. Each owner maintains their own connection to it.
- **Access can never be cut off for nonpayment.**

Who pays what

Approved driveway costs are split by fixed shares, keyed to final plat lot numbers:

Lots	Share per lot
Lots 3 and 4	**12%**
Lots 5 and 6	**17%**
Lots 7 and 8	**21%**
Total, all 6 lots	100%

- Shares apply whether or not a lot is built on or uses another access, including lots still owned by the developer (Declarant).
- An owner pays for damage or extra wear their own use causes beyond ordinary use (for example, heavy construction or logging traffic), after notice and a chance to respond. Ordinary wear is shared.

How decisions are made

- One vote per lot, regardless of cost share. Routine maintenance and upgrades such as paving, widening or a new segment each need **two-thirds of lot votes** (4 of 6) to approve.
- Each project needs a written proposal at least 10 days before voting closes, stating the work, contractor, spending cap and each lot's share. For non-emergency work expected to exceed $5,000, two written estimates are generally sought.
- Standard: reasonably safe and passable for ordinary passenger vehicles in normal weather. Urgent work to restore access or fix a safety hazard can proceed without a prior vote.
- A Driveway Administrator handles notices, votes and records (no HOA). The developer appoints the Administrator until it sells its last lot in Lots 3 through 8; then a majority of lot votes does.

Paying, and if a bill goes unpaid

- **No annual dues.** Costs are billed per approved project, due 30 days after an itemized notice. Unused project money is refunded unless two-thirds approve a reserve.
- Each owner is responsible for their lot's share. If a bill goes unpaid, the owner gets a written notice and 30 days to pay before any collection steps. Late amounts carry simple interest at 8% (or the legal maximum, if lower), and any fees or liens apply only as North Carolina law allows. Most other disagreements go to mediation in Union County first.