

nt.
cy

DRAWN BY AND RETURN TO: Lewis R. Fisher

0053481

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 5-21-2001
Time 8:30 0 clock Q M
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, Cody Helms Construction, Inc., a North Carolina Corporation of Union County, North Carolina, is the owner of certain real estate, known as Lots Numbers 1 through 24, Dellwood Subdivision, which is located in Union County, North Carolina and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet G, File No. 363.

AND WHEREAS, the undersigned, as the owner of said real estate as shown on said plat, now desire for the use of itself, its successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as all of those lots shown in that subdivision known as Dellwood Subdivision, as shown in Plat Cabinet G, File 363, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the promises herein, the undersigned, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all those lots of Dellwood Subdivision, the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot.
2. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
3. (a) No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,200 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,200 square feet. Any multi-level, or multi-story dwelling must have a minimum of 750 square feet of heated living area at the ground level.
 (b) All residences shall have a brick or vinyl veneer front (side facing the roadway which serves the lot), save those portions which the undersigned specifically exempts from this requirement.
4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.

6. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

7. No mobile homes, modular homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on the property.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, 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.

10. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.

11. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.

12. No freestanding antenna or satellite dish shall be permitted in the front or side yards.

13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building. In no event shall a chain link fence be permitted on any lot subject to these restrictions.

14. (a) The undersigned reserve an easement in and right at any time in the future, to grant a ten (10') foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b) The undersigned also reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.

(c) The undersigned reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

15. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

16. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

17. Cody Helms Construction, Inc. reserves for itself the right to amend the terms of these restrictions without joinder of any other party.

18. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned:

Cody Helms Construction, Inc.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 30th day of April, 2001.

CODY HELMS CONSTRUCTION, INC.


President

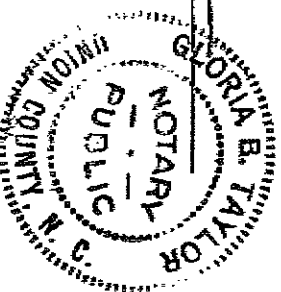
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Gloria B. Taylor, Notary Public, certify that Cody Helms personally appeared before me this date and acknowledged that he is President of Cody Helms Construction, Inc., and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 30th day of April, 2001.


Notary Public

My Commission Expires: November 1, 2005



NORTH CAROLINA - UNION COUNTY
The foregoing certificate of
Gloria B. Taylor
Notary Public
is/are certified
to be correct. Filed for record this 31st day
of May 2001 at 8:30am

JUDY G. PRICE, REGISTER OF DEEDS
BY: Walter C. Cocco
Asst./Clerk

BK 1606 PG 170

0061459

DRAWN BY AND RETURN TO: Lewis R. Fisher

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 7-20-2001
Time 11:55 o'clock A. in
JUDY G. PRICE, Register of Deeds
Union County, Morriode, North Carolina

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, Cody Helms Construction, Inc., a North Carolina Corporation of Union County, North Carolina, is the developer of certain real estate, known as Dellwood, which is located in Union County, North Carolina, and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet G, File No(s). 363.

WHEREAS, the undersigned, is the developer of said real estate as shown on said plat, established Restrictive Covenants on Dellwood Subdivision as set out in Deed Book 1564 at page 390, Union County Register of Deeds, and

WHEREAS, pursuant paragraph 17 of the Restrictive Covenants the undersigned reserved for itself the right to amend the Restrictive Covenants recorded in Deed Book 1564 at page 390, Union County Register of Deeds.

WHEREAS, the undersigned pursuant to its authority to amend the subject restrictive covenants hereby adds a new paragraph number 17 as follows:

“ No four wheel off-road recreational vehicles or dirt bikes (motorized or otherwise) may be operated or driven on any subdivided lot or upon any rights of ways for roadways within Dellwood Subdivision.”

APART from the above amendment, the Restrictive Covenants recorded in Deed Book 1564 at page 390 Union County Register of Deeds remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 20 day of July, 2001.

CODY HELMS CONSTRUCTION, INC.

Cody Helms
President

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) on

Gloria B. Taylor Notary Public

hereto certified

to be correct. Filed for record this 20 day

of July 2001 at WESTON

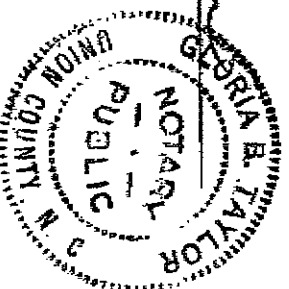
BY *Judy G. Price* REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Gloria B. Taylor, Notary Public, certify that Cody Helms personally appeared before me this date and acknowledged that he is President of Cody Helms Construction, Inc., and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 20 day of July, 2001.

Gloria B. Taylor
Notary Public



My Commission Expires: November 1, 2005

W.F.
D

DRAWN BY AND RETURN TO: Lewis R. Fisher
STATE OF NORTH CAROLINA
COUNTY OF UNION

0053481

Filed for record
Date 5.21.80
Time 8:30 o'clock A.M.
JUDY G. FROE, Register of Deeds
Union County, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, Cody Helms Construction, Inc., a North Carolina Corporation of Union County, North Carolina, is the owner of certain real estate, known as Lots Numbers 1 through 24, Dellwood Subdivision, which is located in Union County, North Carolina and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet G, File No. 363.

AND WHEREAS, the undersigned, as the owner of said real estate as shown on said plat, now desire for the use of itself, its successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as all of those lots shown in that subdivision known as Dellwood Subdivision, as shown in Plat Cabinet G, File 363, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, the undersigned, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all those lots of Dellwood Subdivision, the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and upon any further subdivision, shall thereafter apply to each such subdivided lot.
2. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
3. (a) No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,200 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,200 square feet. Any multi-level, or multi-story dwelling must have a minimum of 750 square feet of heated living area at the ground level.

(b) All residences shall have a brick or vinyl veneer front (side facing the roadway which serves the lot), save those portions which the undersigned specifically exempts from this requirement.

4. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.

5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.

6. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

7. No mobile homes, modular homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on the property.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, 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.

10. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.

11. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.

12. No freestanding antenna or satellite dish shall be permitted in the front or side yards.

13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building. In no event shall a chain link fence be permitted on any lot subject to these restrictions.

14. (a) The undersigned reserve an easement in and right at any time in the future, to grant a ten (10') foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b) The undersigned also reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.

(c) The undersigned reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

15. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

16. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

17. Cody Helms Construction, Inc. reserves for itself the right to amend the terms of these restrictions without joinder of any other party.

18. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned:

Cody Helms Construction, Inc.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 30th day of April, 2001.

CODY HELMS CONSTRUCTION, INC.

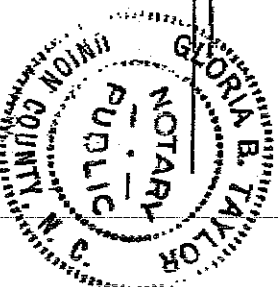
Cody Helms
President

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Gloria B. Taylor, Notary Public, certify that Cody Helms personally appeared before me this date and acknowledged that he is President of Cody Helms Construction, Inc., and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 30th day of April, 2001.

Gloria B. Taylor
Notary Public



My Commission Expires: November 1, 2005

NORTH CAROLINA - UNION COUNTY

The foregoing certificate of

Gloria B. Taylor

Notary Public

is and certified to be correct. Filed for record this 30th day of May, 2001, at Spartanburg.

JUDY G. PRICE, REGISTER OF DEEDS
BY: *Judy G. Price*
Asst./Date

PK 1606PG 170

0061459

DRAWN BY AND RETURN TO: Lewis R. Fisher

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 7-20-2001
Time 11:55 o'clock A.M.
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, Cody Helms Construction, Inc., a North Carolina Corporation of Union County, North Carolina, is the developer of certain real estate, known as Dellwood, which is located in Union County, North Carolina, and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet G, File No(s). 363.

WHEREAS, the undersigned is the developer of said real estate as shown on said plat, established Restrictive Covenants on Dellwood Subdivision as set out in Deed Book 1564 at page 390, Union County Register of Deeds, and

WHEREAS, pursuant paragraph 17 of the Restrictive Covenants the undersigned reserved for itself the right to amend the Restrictive Covenants recorded in Deed Book 1564 at page 390, Union County Register of Deeds.

WHEREAS, the undersigned pursuant to its authority to amend the subject restrictive covenants hereby adds a new paragraph number 17 as follows:

" No four wheel off-road recreational vehicles or dirt bikes (motorized or otherwise) may be operated or driven on any subdivided lot or upon any rights of ways for roadways within Dellwood Subdivision."

APART from the above amendment, the Restrictive Covenants recorded in Deed Book 1564 at page 390 Union County Register of Deeds remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 20 day of July, 2001.

CODY HELMS CONSTRUCTION, INC.

Cody Helms
President

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of

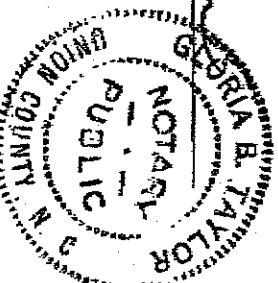
STATE OF NORTH CAROLINA
COUNTY OF UNION

Gloria B. Taylor Notary Public
heretofore certified
to be correct. Filed for record this 20 day
of July 2001 at WESTON
JUDY G. PRICE, REGISTER OF DEEDS
BY *Judy G. Price*

I, Gloria B. Taylor, Notary Public, certify that Cody Helms personally appeared before me this date and acknowledged that he is President of Cody Helms Construction, Inc., and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 20 day of July, 2001.

Gloria B. Taylor
Notary Public



My Commission Expires: November 1, 2005