

RECORDED
AND
VERIFIED
DATE
10/22/20

"A"

STATE OF NORTH CAROLINA
COUNTY OF UNION

KNOW ALL MEN BY THESE PRESENTS, that Fairval Corporation, a North Carolina Corporation with its principal place of business in Monroe, North Carolina, does hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any of the property hereinafter described:

That certain property known as Dogwood Acres, lying on the northerly side of Old U. S. Highway 74 and the south side of New U. S. Highway 74, about four miles west of Monroe in Monroe Township, being approximately 24.5 acres of the Craven B. Helms' Homeplace, subdivided into 48 lots, as depicted upon a recorded plat thereof, surveyed and mapped on April 3, 1958, by Ralph W. Elliott, L. S.,

is hereby subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to-wit:

- 1- The property shall be used for residential purposes only, exclusively, which residences shall be detached single family residences and shall be limited to one residence for each lot.
- 2- No building shall be located on any lot nearer than 30 feet from the front lot line nor nearer than 8 feet from any side street line. No building shall be located on any lot nearer than 8 feet from an interior lot line except that no side yard shall be required for a garage or other accessory building located 50 feet or more from the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 9500 square feet.
- 3- No dwelling shall be permitted on any of said lots, the construction of which shall cost less than \$8,000.00, based upon cost levels prevailing on October 1st, 1958. The ground floor area of the main structure of residence, exclusive of one storey open porches and garages, shall be not less than 1200 square feet of heated space for a one story dwelling, nor less than 400 square feet for a dwelling or more than one storey.
- 4- Each residence shall be of frame, brick or stone construction or any combination thereof, and in any construction there shall be no exposed concrete block. Every residence shall have enclosed, sealed foundations.
- 5- All residences shall be provided with and serviced by a septic tank for sewage disposal until such time as municipal or other sewage facilities are available. No septic tank shall be installed or maintained which does not meet the requirements of the Union County Health Department and the North Carolina Board of Health.
- 6- No unlawful or offensive trade, occupation or practice shall be conducted or permitted upon the premises any time.
- 7- No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

E. OSBORNE ABBOTT
ATTORNEY AT LAW
MONROE, N. C.

8- No animals, fowls, or fish or any kind or description shall be bred or raised, kept or maintained, for commercial or business purposes on any of the lots or parcels of land in this subdivision, this restriction does not apply to domestic pets owned and controlled by the owner or occupants of said lots.

9- No signboards of any description shall be placed or displayed on any residential lot except "For Rent" or "For Sale" which signs shall not exceed 2 feet by 3 feet in size.

10- Fairval Corporation reserves an easement in and right at any time in the future to grant a 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 and sewage services. Fairval Corporation also reserves an easement in and right at any time in the future to give a five foot right of way over, under and along the side lines of each lot for the same uses and purposes.

11- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until October 1, 1988, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is understood and agreed to change said covenants in whole or in part.

12- If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13- Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Fairval Corporation has caused this instrument to be executed in its corporate name and its corporate seal to be hereto affixed, pursuant to authority duly given, this 15 day of OCTOBER, 1958.

FAIRVAL CORPORATION
BY Harvey B. Helm, President.

Attest:
George A. Ysouse, Secretary.

E. OSBOURNE AYCOCK
ATTORNEY AT LAW
MONROE, N. C.

NORTH CAROLINA
UNION COUNTY

This 1st day of October, 1958, personally came before me, Frankle L. Herring, A Notary Public for said County, George A. Ayscue who being by me duly sworn says that he knows the common seal of the Fairvel Corporation and is acquainted with Craven B. Helms who is the President and presiding member of said Corporation, and that he, the said George A. Ayscue is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and that he, the said George A. Ayscue Secretary as aforesaid, affixed said seal to said instrument, and that he, the said George A. Ayscue signed his name in attestation of said instrument in the presence of said President of said Corporation.

Frankie L. Herring
Frankle L. Herring
Notary Public

My Comm. Exp. 4/29/60.

State of North Carolina
County of Union

The foregoing (or annexed) Certificate of Frankle L. Herring, Notary Public, is adjudged to be correct. Let the instrument and the Certificate be registered.

This 17th day of November, 1958.

E. Osborne Ayscue
CLERK SUPERIOR COURT

E. OSBORNE AYSCUE
ATTORNEY AT LAW
MOORE, N. C.

Filed for registration on the 17 day of November, 1958, at 4:00
o'clock P. M., and duly registered in the office
of the Register of Deeds for Union County, N. C. in
book 150 of Deeds
page 550
Frank L. Herring
Register of Deeds