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STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for Record
Date: 10/18/2007
Time: 10:10 e: Clark, C. M.
JUDY G. PRICE, Register of Deeds
Union County, Mecklenburg, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, Michael L. Helms and Renee H. Helms of Union County, North Carolina, are the owners of certain real estate, known as Emmanuel Crossing Subdivision, 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. 802

AND WHEREAS, Michael L. & Renee H. Helms, as the owners of said real estate as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of these lots identified as all of those lots (Numbers One through thirteen) shown in that subdivision known as Emmanuel Crossing Subdivision, as shown in Plat Cabinet G, File 802, 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 of the aforesaid lots of Emmanuel Crossing 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 single family residential purposes only, and no structures 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. No single family dwelling, shall be erected and maintained on any of said tracts with a heated living area of less than 1200 sq. ft. One and one half story and two story must have a minimum of 800 sq. ft. on ground floor.
4. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing, previously used buildings, or portion thereof on a tract and remodeling and converting same into dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.

mail to - Elizabeth McCollum
Attys.

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5. 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.
6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, livestock, 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, unless a fenced-in area is provided for same.
7. 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.
8. 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 advertise the property during the construction and sales period.
9. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.
10. 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.
11. No fences shall be erected except in the side or rear yards of lots. No fences shall be erected in any front yard.
12. (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.

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(b) The undersigned also 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 side lines of each lot for the same uses and purposes set forth in Paragraph 13a above.

(c) The undersigned reserve and easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

13. 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.

14. 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.

15. 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.

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 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 15th day of January, 2002.

By: 
Michael L. Helms

By: 
Renee H. Helms

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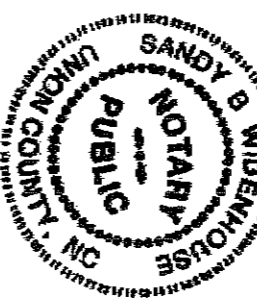
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NORTH CAROLINA
UNION COUNTY

I, Sandy B. Widenhouse, a Notary Public in and for the
County and State aforesaid, do hereby certify that Michael L. Helms personally
appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and notarial seal, this 14th day of January, 2002.

Sandy B. Widenhouse
Notary Public



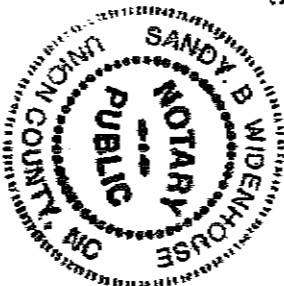
My Commission Expires: 12/30/2006

NORTH CAROLINA
UNION COUNTY

I, Sandy B. Widenhouse, a Notary Public in and for the
County and State aforesaid, do hereby certify that Renee H. Helms personally
appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and notarial seal, this 17th day of January, 2002.

Sandy B. Widenhouse
Notary Public



My Commission Expires: 12/30/2006

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of
Sandy B. Widenhouse

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

JUDY G. PRICE, REGISTER OF DEEDS
BY: Judith C. Price
ASST./DEPT.