

STATE OF NORTH CAROLINA
COUNTY OF UNION

J. J. Johnson

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Pisces Custom Built Homes, Inc. a North Carolina Corporation, does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described:

ALL LOTS in Hickory Woods Section I and Section II, in Monroe Township, as shown on plats thereof, Section I recorded in Plat Cabinet B, File 133-B, and Section II recorded in Plat Cabinet B, File 139-A, in the Union County, North Carolina, Registry. Deed to Grantors is recorded in Deed Book 374 at page 831 in the Union County Registry.

That all of the lots in the above described property to be known as "Hickory Woods" now owned by Pisces Custom Built Homes, Inc. are hereby subject to the following restrictions as to the use thereof, and

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty years from the date of this declaration, after which time they shall be automatically extended for successive periods of five years, unless by vote of the recorded owners of a majority of the residential lots or tracts within the above described property agree to change said covenants in whole or in part.

1. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein which shall remain in full force and effect.
2. 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 above described properties to prosecute any violations 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 recover damages or other dues for such violation.
3. The property herein conveyed shall be used only for residential purposes.
4. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars, and other outbuildings incidental to residential use of the lot.
5. No residence shall be constructed or located upon said property containing less than 1,368 square feet of heated floor space with carport, or less than 1,488 square feet of heated floor space without carport, which shall be exclusive of porches, steps, walks,

breezeways, carports, garages, etc. Outbuildings may be erected for use as garages, carports, hobby shops, garden tools, and other similar uses, however, such outbuildings shall be of the same or similar design as the principal residence and shall be of the same or substantially similar materials.

6. No part of any building erected on any lot herein conveyed shall be nearer than 15 feet to the side boundary line of said lot, nor nearer than 75 feet to the right of way line of any street running through the above described property; provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of other lots.

7. No house trailer, single or double-wide mobile home, tent, shack, or temporary structure shall be located upon the premises for the use at any time as a residence, temporarily or permanently.

8. No businesses shall be established, conducted or maintained upon any lot herein conveyed, except the customary home occupations as described in the zoning Ordinance of Union County, North Carolina, at the time such issue may arise.

9. No swine, poultry or livestock shall be kept, maintained, or produced for commercial purposes on any lot herein conveyed, except horses and household pets may be maintained on the said lot for pleasure.

10. The grantors reserve for themselves, their heirs, successors and assigns, an easement in and right at any time in the future to grant a right of way under, over, and along the side, rear, and front property lines of each and every lot in the above-described property not to exceed 28 feet in width for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to and useful for furnishing electricity, power, gas, telephone services, or other utilities, and for installation and maintenance of drainage lines.

11. There shall be no second hand or used materials used in the construction of any building erected on any lot herein conveyed, except the use of "old brick" of A-grade quality is permissible.

12. No concrete block, concrete brick, asbestos siding, or cinderblock shall be used for the main structure in the building which shall be exposed upon completion of the construction of such said building on any lot herein conveyed, nor shall any composition tar paper exterior dwelling be permitted, it being intended that only conventional frame, clay brick, or stone exteriors be constructed upon the above described property.

13. No sign boards of any description shall be placed or displayed on any lot herein conveyed except signs "For Rent" or "For Sale", which sign shall not exceed 2 feet by 3 feet in size.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. In the event of the unintentional violation of any of the building line set back restrictions set forth, the Grantors reserve

the right by and with the mutual written consent of the owner or owners for the time being of the lot or lots affected thereby to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent of the marginal requirement of such building line restriction.

16. The lots in the above described property shall not be further subdivided, partitioned, or reduced in size without the consent of the Grantors.

17. These restrictions are subject to being altered, modified, changed, or cancelled, at any time, as to the above described property as a whole, or as to any subdivided lot or part thereof, by written document executed by the Grantors and by the then owners or not less than seventy five percent of the residential lots or tracts within the above described properties to which these restrictions apply, and recorded in the Office of the Register of Deeds for Union County, North Carolina.

18. The Grantors reserve for themselves, their heirs, successors and assigns, the right of privilege to revise or redesign any and all portions of the above described property which have not been previously conveyed by the Grantors.

19. No inoperable or unlicensed motor vehicles shall be parked on any lot for more than thirty days, the purpose of this restriction being to prohibit any junk or abandoned motor vehicles being located in the subdivision.

IN TESTIMONY WHEREOF, the said Pisces Custom Built Homes, Inc. has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be affixed, all by order of its Board of Directors duly given, this the day of April, 1984.

PISCES CUSTOM BUILT HOMES, INC.

BY: Roy H. Hill
Roy H. Hill, President

ATTEST:
Paul Neal Helms
Paul Neal Helms, Secretary
STATE OF NORTH CAROLINA
COUNTY OF UNION



This is to certify that on the // day of May, 1984, before me personally came Paul Neal Helms, who being by me duly sworn says that he is the Secretary and that Roy H. Hill is the President of Pisces Custom Built Homes, Inc. the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto and the common seal was affixed, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

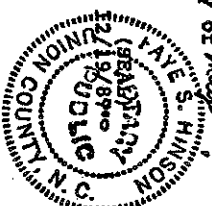
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1984.

WITNESS my hand and notarial seal, this 11 day of May

Faye S. Hinson
Notary Public
My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF UNION



The foregoing certificate of Faye S. Hinson, a Notary Public of Union County, North Carolina, is certified to be correct. Filed for record this the 11th day of May, 1984, at 4:25 O'clock, AM/PM, in Book 378, Page 635.

MARY R. GARRIKER
Register of Deeds

BY: *Jean J. Maller*
Deputy/Assistant

Prepared by and return to:
Robert L. Holland, P.A.
PO Box 1881, Monroe, NC 28118