

BK 103960595

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for Record  
Date 12/16/97  
Time 9:30  
JUDY G. HARRIS, Register of Deeds  
Union County, Justice, North Carolina

RECORDED  
and  
INDEXED

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR MELROSE PLACE**

This DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 12th day of December, 1997, by and between SUN VALLEY INVESTORS, owner of MELROSE PLACE SUBDIVISION as shown on plat recorded in Plat Cabinet E, File 879 of the Union County, North Carolina Registry, (hereinafter "Developer") and, PROSPECTIVE PURCHASERS of all lots in said subdivision.

WITNESSETH:

WHEREAS, the Developer intends to convey each of said lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which Developer may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, Developer hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions:

**THE RESTRICTIVE AND PROTECTIVE COVENANTS  
AND CONDITIONS ARE AS FOLLOWS:**

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however, that the owner of all of a numbered Lot on said map may combine with such numbered lot, part or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. See, also, Paragraph 18.
2. **Land Use and Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling; and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No mobile, manufactured or modular home may be erected, placed, or permitted to remain upon any Lot. A private garage, as herein expressly permitted and an overhead story for servant's quarters not rented, leased or utilized for any remuneration are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot. It is provided, however, that Developer, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such residential purposes, only. Garages and carports may be maintained in the subdivision and may be detached or attached and part of the dwelling. Garages and carports shall be constructed of material and design substantially similar in quality, materials and design of the dwelling and any garage which has an entrance from the front of the residence must be equipped with an operating garage door or doors that has capability of closing and completely covering the interior of the garage. The word "garage(s)" shall include and encompass carport(s) as herein used.

*Olson Burtz* Mail 36:  
GRiffin, CALDWELL,  
HEIDER, LEE,  
HELMs & HUTAFER, PA  
ATTORNEYS-AT-LAW  
MONROE, N.C.

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3. **Dwelling Size.**

(a) Any one story dwelling erected upon any Lot shall contain not less than 1400 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

(b) Any one and one-half story dwelling erected upon any Lot shall contain not less than 1450 square feet outside measurement of enclosed floor heated area, exclusive of open porches and garages.

(c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not less than 1450 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

4. **Construction Quality.** All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior stonewall siding, or of concrete blocks. Any and all foundations must be of brick. All dwellings shall have simulated architectural roofing. No "shell home," as the term is generally understood at thi time in this area, shall be erected or allowed to remain on any Lots. No metal storage shed shall be located on any Lot. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot.

Construction of a new residential dwelling and other structures on a lot shall be permitted, only; the moving and placement of an existing structure (including residence) from any other property to any lot in the subdivision shall be prohibited.

5. **Setback Lines.** No building shall be erected or permitted to remain on any Lot closer than thirty (30) feet to the street right of way. No building shall be located nearer than ten (10) feet to any side line or nearer than thirty (30) feet to the rear line of any Lot.

6. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement five feet in width is reserved along each sideline of each Lot. Additional drainage easements, utility, and watershed easements are reserved as may be more particularly shown and delineated on the recorded maps of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage with the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas. The owner of each Lot shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit an easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, incinerators, containers or other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition and shall be stored so as not to be visible from the street.

8. **Antennas and Satellite Dishes.** No freestanding antenna shall be permitted on any lot. No satellite dish which exceeds thirty inches (30") in diameter shall be permitted on any lot. All satellite dishes must be located so as not to be visible from any street.

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9. **Nuisances.** 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 a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle or boat shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "lot" shall include subdivision street.
10. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
11. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.
12. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.
13. **Certain Vehicles Prohibited.** No motorized, unlicensed, recreational vehicles, including, without limitation, all terrain vehicles, dirt bikes and go-goats shall be operated anywhere within the subdivision.
14. **Above-ground Pools Prohibited.** No swimming pool located partially or completely above ground shall be permitted on any Lot in the subdivision.
15. **Mailboxes.** No brick or other type mailbox or mailbox stand which has not been approved by the North Carolina Department of Transportation or other agency having jurisdiction over mailboxes located within street rights of way shall be permitted in the subdivision.
16. **Restriction Against Fences.** No fence may be erected nearer the front lot line of a Lot than the back face of the dwelling located on such Lot. No fence which exceeds six feet in height may be erected on any portion of the Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area. No chain link or wire mesh or barbed wire fences shall be constructed or permitted; provided, however, a wood rail fence with wire mesh shall be permitted. Fences shall not exceed four feet (4') in height, except a privacy fence not to exceed six feet (6') in height may be located along the rear line of Lot 22 and the side lines of Lots 1 and 30 that are adjacent to Rogers Road, and except further that privacy fences of any height may be located within four (4') feet of any patios or swimming pools.
17. **Outside Access to Streets.** No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets.
18. **Combination of Lots; Further Subdivision.** More than one lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to resubdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or resubdivided lots.
19. **Utility Lines.** All electrical utility lines and all other lines, including pipe lines, shall be underground.

GRIFFIN, CALDWELL,  
HEIDER, LEE,  
HELMG & HUTAAT, PA  
ATTORNEYS-AT-LAW  
MONROE, N.C.

BK 1039PG0598

20. **Changes and Time Period.** These restrictive covenants are subject to being altered, modified, changed or canceled at any time by written document executed by the Developer (if Developer still owns any lot at such time) and by the then-owners of not less than 75% of the total lots shown on the above-referenced plat, and recorded in the office of the Register of Deeds of Union County, North Carolina.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned Lots up to and including the 1st day of April, 2022, at which time said covenants shall be automatically extended for successive periods of five years, unless by written instrument executed by a majority of the then-owners of said Lots, and duly recorded in the office of the Register of Deeds of Union County, North Carolina no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agrees to change or cancel in whole or in part.

21. **Enforcement.** Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of any side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages.

22. **Severability.** Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IT IS HEREBY DECLARED THAT the above described lots as shown on the above-referenced recorded map shall be and are subject to the above-described restrictive covenants and conditions, and this Declaration and Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration.

IN TESTIMONY WHEREOF, SUN VALLEY INVESTORS, has executed this Declaration as of the date first above written.

SUN VALLEY INVESTORS

BY:

LOVE CONSTRUCTION COMPANY, INC., PARTNER

BY:

PRESIDENT

ATTEST:

  
SECRETARY (SEAL)

Drawn by and return to:

Thomas J. Caldwell  
Griffin, Caldwell, Helder, Lee, Helms & Hutaff, P.A.  
P.O. Drawer 99  
Monroe, NC 28111-0099

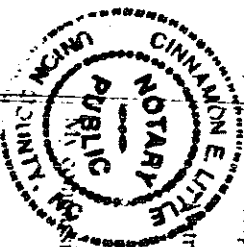
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GRIFFIN, CALDWELL,  
HELDER, LEE,  
HELMS & HUTAFF, P.A.  
ATTORNEYS-AT-LAW  
MONROE, N.C.

BK 1039PG0599

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day MARTHA G. LOVE who, being duly sworn, says that he/she is the \_\_\_\_\_ Secretary, and that VANN J. LOVE, is the \_\_\_\_\_ President of LOVE CONSTRUCTION COMPANY, INC., Partner of Sun Valley Investors, a North Carolina General Partnership, the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said \_\_\_\_\_ President and attested to by the said \_\_\_\_\_ Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.



In witness my hand and notarial seal this 12 day of December, 1997.  
Cinnamon E. Little  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF UNION

The foregoing certificate of Cinnamon E. Little  
Notary Public of Union County, North Carolina, is/are hereby certified to be correct.  
This instrument was presented for registration and recorded in this office in Book 1039, page 595.

This 16th day of Dec, 1997, at 9:30 o'clock A.m.

JUDY G. PRICE  
Register of Deeds

By: Jerena Cicca  
Deputy

GRIPPIN, CALDWELL,  
HEIDER, LEE,  
HELMs & HUTAF, P.A.  
ATTORNEYS-AT-LAW  
MONROE, N.C.

Filed for record  
Date 10.19.2001

73056

AMENDMENT

Time 11:20 o'clock A.M.  
ANDY G. PRICE, Register of Deeds  
Union County, North Carolina  
*record only men*

This is an Amendment to Melrose Place Subdivision, Declaration of Restrictive Covenants, filed in the office of the Union County Register of Deeds on December 16, 1997. This amendment will be added as Paragraph 23 to the existing Restrictive Covenants and will become a permanent part of the Melrose Place Declaration of Restrictive Covenants as referenced herein. In book 1039, Page 595.

23. Restrictive Use of Single Family Residence.

No single family residence or lot in Melrose Place Subdivision shall be constructed or used for the purpose of operating a temporary emergency shelter, permanent shelter or home, institution, house of detention, reform school, institution devoted to the custody and/or reformation of juveniles or juvenile delinquents, for profit business group home or institution, or any type of use defined as a group home for any child or children of any age that would be determined to be undisciplined, delinquent or any at risk youth who are in need of emergency, temporary or permanent placement by any local, county or state agency, and including any local, county or state Department of Social Services, private agency or agencies, and/or any affiliate or subsidiary of same conducting such placements. Any such use of any single family residence in Melrose Place Subdivision is a direct violation of the plain and obvious purpose of the "single family restriction" as defined and set out in the Restrictive Covenants.

*Returned to: Angela Price  
301 Sidney Court  
Morse, NC 28110*

Petition for Amendment to Melrose Place  
Restrictive Covenants

This the 11th day of October, 2001, the undersigned property owners and residents of Melrose Place Subdivision hereby understand, agree, and approve the Amendment to add Paragraph 23 entitled "Restrictive Use of Single Family Residence" to the Melrose Place Declaration of Restrictive Covenants, the original of which was filed in the office of the Union County Register of Deeds on December 17, 1997.

<u>Property Owner(s)</u>	<u>Address</u>
Jane Buchanan	118 Sidney St.
Joseph & M. Leuber	203 Sidney St.
Luis Ward Munatel	104 Lever Ln.
Angela J. Price	201 Sidney St.
Thomas S. Price	108 Lenox Lane
William & Catherine Price	102 Lenox Lane
Stephen Hamilton	208 Sidney Court
Henry & Stephanie Buchanan	114 Sidney St.
Robt. & Gretl Fawell	113 Sidney Ct.
Rudolph & Denise Hett	101 Sidney Ct.
Steve & Angie Navy	103 Sidney Ct.
Kelli & Mike Manduca	200 Sidney Ct.
Bruce & Diane Stephens	204 Sidney Ct.
Valde Tache	116 Sidney Court
Yvete & Mary Cole	104 Sidney Ct.
Lawrence Robert Caputo	103 Lenox Ln

James and April O'Byrne  
Kymon & Wendy Long  
Jill & Steve Kahl  
Dwaine Courten

105 Snowier Court  
200 Sidney Court  
106 Lenox Lane  
200 Sidney Ct.

Tracy Carlisle  
Nicol & Leslie Faltala  
James A. Russell

108 Sidney Ct  
105 Lenox Ln  
102 Sidney Ct.

Dorothy & Doug Wood  
Dale & Susan  
Thomas & Betty

205 Sidney Ct.  
100 Sidney Ct  
117 Sidney Ct.

Vacant Property  
Vacant Property

110 Sidney Ct  
106 Sidney Ct



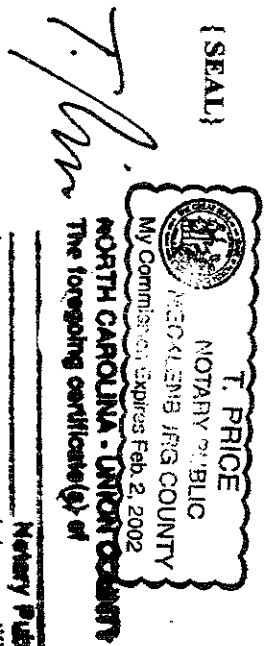
STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, T. PRICE, a Notary Public for the said County and State,  
do hereby certify that Angela Price personally appeared before me this day and after first being  
duly sworn, stated that in her presence the following persons signed their names to the foregoing  
document entitled "Petition for Amendment to Melrose Place Restrictive Covenants."

- |                                  |   |
|----------------------------------|---|
| <u>James Buchanan</u>            | <u>Dorothy H. McLawhon</u>              |
| <u>Elaine Ward Minatel</u>       | <u>Angela T. Price</u> ?                |
| <u>Diana L. Mifsud</u>           | <u>Shirley Hartsell Robert Hartsell</u> |
| <u>Connie Hamilton</u>           | <u>Jerry &amp; Natasha Beachum</u>      |
| <u>Robin &amp; Scott Farrell</u> | <u>Richard &amp; Donna Flett</u>        |
| <u>Steve &amp; Angie Navy</u>    | <u>Kelli &amp; Mike Maniczka</u>        |
| <u>Brian &amp; Diane Hopkins</u> | <u>Ida Favre</u>                        |
| <u>Pete &amp; Mary Cole</u>      | <u>Carol &amp; Robert Caputo</u>        |
| <u>Sann and April Murphy</u>     | <u>Kevin &amp; Wendy Long</u>           |
| <u>John &amp; Sherry Kapelar</u> | <u>Diane Rountree</u>                   |
| <u>Nancy Carelock</u>            | <u>Nidal &amp; Leslie Fattah</u>        |
| <u>James D. Russell</u>          | <u>Tammy &amp; Doug Sherwood</u>        |
| <u>Leslie Simpson</u>            | <u>Brian F. Gretz</u>                   |

Angela Price  
ANGELA PRICE  
WITNESS TO ABOVE SIGNATURES

My Commission Expires:  
2.2.02



Notary Public  
of \_\_\_\_\_ is/are certified  
to be correct. Filed for record this \_\_\_\_\_ day  
of \_\_\_\_\_ at \_\_\_\_\_

**ANDY G. PRICE, REGISTER OF DEEDS**  
BY: \_\_\_\_\_

AMENDMENT

73288

This is an Amendment to Melrose Place Subdivision, Declaration of Restrictive Covenants, filed in the office of the Union County Register of Deeds on December 16, 1997. This amendment will be added as Paragraph 23 to the existing Restrictive Covenants and will become a permanent part of the Melrose Place Declaration of Restrictive Covenants as referenced herein. In Book 1039, Page 595.

23. Restrictive Use of Single Family Residence

No single family residence or lot in Melrose Place Subdivision shall be constructed or used for the purpose of operating a temporary emergency shelter, permanent shelter or home, institution, house of detention, reform school, institution devoted to the custody and/or reformation of juveniles or juvenile delinquents, for profit business group home or institution, or any type of use defined as a group home for any child or children of any age that would be determined to be undisciplined, delinquent or any at risk youth who are in need of emergency, temporary or permanent placement by any local, county or state agency, and including any local, county or state Department of Social Services, private agency or agencies, and/or any affiliate or subsidiary of same conducting such placements. Any such use of any single family residence in Melrose Place Subdivision is a direct violation of the plain and obvious purpose of the "single family restriction" as defined and set out in the Restrictive Covenants.

Filed for record 10-15-2001  
Date 1/02  
Term of stock 0  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

Petition for Amendment to Melrose Place  
Restrictive Covenants

This the 11th day of October, 2001, the undersigned property owners and residents of Melrose Place Subdivision hereby understand, agree, and approve the Amendment to add Paragraph 23 entitled "Restrictive Use of Single Family Residence" to the Melrose Place Declaration of Restrictive Covenants, the original of which was filed in the office of the Union County Register of Deeds on December 17, 1997.

<u>Property Owner(s)</u>	<u>Address</u>
Dorothy H. McFarber	203 Sidney St.
Sam A. & Ruth H. Hancock	102 Sidney Ct.
Richard W. & H. Ann B. Holt	101 Sidney Ct.
Gregory L. Carlock	108 Sidney Ct.
Arthur B. Beckman Jr.	118 Sidney Ct.
John Fleming Holt	117 Sidney Ct.
James P. & April Murphy	105 Sidney Ct.
William S. Young	206 Sidney Court
Joseph & Susan Glendon	205 Sidney Court
David A. Price	201 Sidney Ct.
Gene C. Hamilton	208 Sidney Court
Mark J. & Ann M. Hamilton	104 Sidney Ct.
John & Julie	116 Sidney Court
Yoshiko Beckman	114 Sidney Ct.
Gene Price	114 Sidney Ct.
Theresa & Mike Nis Jr.	103 Sidney Ct.

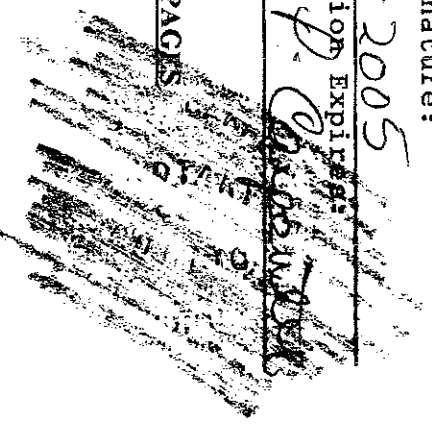
100 Sidney Ct. Memmoe 28110  
104 Sidney Ct.  
300 Sidney Ct.  
113 Sidney Ct.  
204 Sidney Ct.  
202 Sidney Ct.  
105 Lewis Ln  
106 Lewis Lane  
103 Jones Home  
102 Jones Lane  
Vacant  
100 Sidney Ct.  
Vacant  
110 Sidney Ct.

ANGELA T. PRICE 201 Sidney Court  
 Notarized Participant in this Two Page Petition

I, Sandy P. Carpenter a Notary Public for the said County and State, do hereby certify that ANGELA PRICE personally appeared before me this day and after first being duly sworn, signed her name as an active participant in this petition.

[SEAL]

Notary Signature:  
12-15-2005  
 My Commission Expires:  
Judith P. Carpenter



NORTH CAROLINA - UNION COUNTY  
 This foregoing certificate of Judith P. Carpenter  
 Notary Public  
 before-certified  
 to be correct. Filed for record this 15 day  
 of Oct 2001 at 1:02 PM  
 JUDGE, PRICE, REGISTRAR OF DEEDS  
 BY: Judith P. Carpenter

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Shelly P. Carpenter, a Notary Public for the said County and State, do hereby certify that Angela Price personally appeared before me this day and after first being duly sworn, stated that in her presence the following persons signed their names to the foregoing document entitled "Petition for Amendment to Melrose Place Restrictive Covenants."

- Dorothy H. McLawhon ✓ James D. Russell Vanessa N. Russell ✓
- Richard W. Flett Donna B. Flett ✓ Nancy K. Carelock ✓
- James B. Buchanan, Jr. ✓ Brian Flemming Gretz ✓
- Samuel P. Murphy April F. Murphy ✓ Michael D. Manezka ✓
- Douglas W. Sherwood Tammy L. Sherwood ✓ Daniel R. Price ✓
- Sara C. Hamilton ✓ Michael M. Minatel Elaine W. Minatel ✓
- Ida Favre ✓ Jerry Beachum Natasha Beachum ✓
- Ulysses Stephen Navy, Jr. ✓ Leslie Simpson ✓
- Mary E. Cole Pieter B. Cole ✓ Dianna C. Rountree Thomas M. Rountree ✓
- Scott D. Farrell Robin E. Farrell ✓ Brian Lynn Hopkins Diane Glenn Hopkins ✓
- Wendy Dawn Long ✓ Nidal Abdel Fattah ✓
- John Kapelar Sherry Kapelar ✓ Candy S. Acosta ✓
- Shirley Kitchens Hartsell Robert R. Hartsell }

Angela Price  
ANGELA PRICE

WITNESS TO ABOVE SIGNATURES and PARTICIPANT IN THE PETITION

Notary Signature:

{ SEAL }

Shelly P. Carpenter  
My Commission Expires: 12-15-2005

