

RECORDED
and
VERIFIED

DJB

BOOK 4176 PAGE 552

Filed for record
Date 6-22-90
Time 2:50 o'clock P. M.
OWEN L FRYER, Register of Deeds
Union County, Monroe, North Carolina

Referenced

*Doc Release of Easement
Br. 488 Pg. 80*

STATE OF NORTH CAROLINA
COUNTY OF UNION

RESTRICTIONS

WHEREAS, Helms Insurance Agency, Inc., owns a certain tract of land which is found described in Plat Cabinet C at file 528 of the Union County Register of Deeds, EXCEPT Lots 48, 98, 99 and 100 which are owned by Cottonwood Construction, Inc.

AND WHEREAS, Helms Insurance Agency, Inc., and Cottonwood Construction, Inc., the owners on said now desires for the use of itself, its successors and/or assigns, to place and impose certain protective restrictions and covenants upon said lots of Newtome Estates II in Plat Cabinet C file 528 as shown upon said plat.

W I T N E S S E T H :

NOW THEREFORE, in consideration of the premises, Helms Insurance Agency, Inc., or itself, its successors and/or assigns, do hereby place and impose upon all of the lots and lands of Newtome Estates II as shown upon said plat the following restrictions:

1. This subdivision is restricted to conventional permanent on site built houses having a minimum of 1,100 square feet of heated floor space. One and one-half story or two story houses must have a minimum of eight hundred (800) square feet of heated space on the ground floor. No shell homes are permitted. All houses must be built on a brick foundation. This provision does not apply to Lot 8.
2. All lots are restricted to occupancy by a single family dwelling.
3. Set back regulations on all lots will be as follows: All homes will have a minimum set back of forty (40) feet from the front property line. Side property line minimum set back will be twelve (12) feet on either side with a total side line set back of twenty-four (24) feet. The rear property line minimum set back will be forty (40) feet. Provided further that no home placed on any lot shall violate any applicable county zoning set back regulations.
4. No building, structure or portion thereof shall be moved on a lot, remodeled and/or converted into a dwelling. No structure shall have an exterior of block or cement block.
5. Helms Insurance Agency, Inc., will not be responsible for accidents or any other detrimental acts in this subdivision.
6. No cabanas, pump houses, garages utility buildings or other additions shall be constructed on any of the said lots except in accordance with Union County Zoning Ordinance and Inspection Department standards. No metal buildings allowed. Building must be neatly constructed and painted or stained to compliment the house.
7. No poultry, fowl, horse, cow, sheep, goat or animal other than household pets shall be kept, harbored or bred on any of the said lots or within any home situated thereon. Household pets are herein described to be cats, dogs, parakeets and other small domestic animals of a similar nature. Household pets may not be kept, bred or maintained for any commercial purpose. All dogs shall be contained in an enclosed area or shall be kept on a leash.
8. No garbage or trash shall be burned on any lot and no lot shall be used or maintained as a dumping ground for rubbish. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash or other refuse is collected not less than weekly by a refuse collector.

CLARK, GRIFFIN
& MCCOLLUM
ATTORNEYS AT LAW
MONROE, N. C. 28110

Mailed to:

9. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public in violation of applicable State laws or Union County ordinances.
10. No commercial advertising or display signs shall be permitted within the subdivision, except that the owner of each lot may erect such temporary advertising and display signs as may reasonably be required for the sale of the lot and any home permanently affixed thereto.
11. The buyer or purchaser of each lot, whether it shall be occupied or not, shall keep the lot mowed regularly, and weeds cut regularly, including that area from the front lot line to the edge of the street, and clear of any unsightly objects, and in the event that the buyer or purchaser of any lot within the said subdivision breaches this restriction the developer may do such work at lot owner's expense.
12. Where lots border on or contain ditches, ponds, drainage canals, swales and lakes, the buyer of each lot shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly restored by the respective lot buyer.
13. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street. Any noise caused by any work being done must be minor and not offensive or disturbing to neighbors.
14. All boats and travel or utility trailer shall be stored and placed in a garage, carport or on the rear of the subject lots.
15. All clotheslines and playground equipment, including but not limited to swings, swing sets merry-go-rounds, play pens, and sandboxes, toys, etc. shall be located in the rear yard of the home and not in the front yard and must be kept in neat order except where prohibited by placement of home due to health regulations.
16. No fences shall be erected except to the side and or rear of any lot.
17. No swimming pools shall be erected, except by county inspection standards and shall be located in backyard and must be properly landscaped on all visible sides.
18. No business shall be operated from any lot except that which is done from a private office and does not draw traffic or parked cars.
19. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No inoperable or unlicensed motor vehicles shall be parked on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk or abandoned cars being located in the subdivision.
20. All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport or garage.
21. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner of any lot shown on the above-referred to recorded plats and shall be binding for a period of thirty (30) years from the date of these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument signed by a majority of the then owners of the lots in the said subdivision.
22. Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to access for damages.

23. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

24. Helms Insurance Agency Inc., hereby reserves unto itself, its heirs and assigns, a perpetual and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyances or utilities, which easements shall be for a width of ten (10) feet along each rear and side boundary line of each lot shown on the aforesaid recorded plats, together with the right of ingress and egress to and from the lands affected by such easements. Helms Insurance Agency, Inc., shall have the unrestricted right and power of alienation of and the unrestricted right to release such easements.

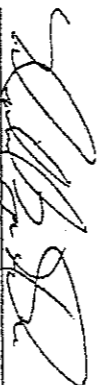
25. Failure of Helms Insurance Agency, Inc., its successors and/or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.


26. No timber will be cut and/or sold off any lot if the developer has not been paid in full for such lot.

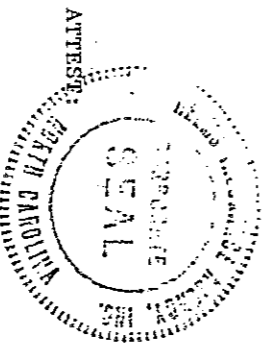
27. Helms Insurance Agency, Inc., for itself, its heirs and assigns, hereby reserves the absolute unilateral right to amend all or any portion of the above-stated covenants and restrictions at any time or times, without the consent of any lot owner(s) so long as he shall own twenty-five (25) or more of the lots on the aforesaid plats of said subdivision.


28. Helms Insurance Agency, Inc. reserves the right to require any one purchasing a lot from Helms Insurance Agency to submit to Helms Insurance the construction plans and specifications for approval within fifteen (15) days after such purchase. Helms Insurance Agency, Inc. shall have seven (7) days after the plans are submitted to reject said plans or they shall be deemed approved. If said plans are rejected or are not submitted then no residence may be built until compliance with this paragraph. Any permission granted by Helms Insurance Agency, Inc. shall not constitute or be construed as an approval by such Agency of the structural stability, design or quality of any building or that it complies with the building code.


IN WITNESS WHEREOF, HELMS INSURANCE AGENCY, INC., and COTTONWOOD CONSTRUCTION, INC., the owners of all property within said Subdivision, hereunto caused these presents to be executed, effective this the 22 day of JUNE, 1990.


Michael Lynn Helms, President
Helms Insurance Agency, Inc.


Joe P. McCollum, Jr., Secretary
Helms Insurance Agency, Inc.




Charles B. Baucum, President
Cottonwood Construction, Inc.


Susan F. Baucum, Secretary
Cottonwood Construction, Inc.

