

RECORDED
and
VERIFIED

188-000000 487-89 (A1)

Book 489 Page 444

1 5/18
Referred

- See Amendment
Bk: 470 Pg. 523 Rgr

7-1-88

State of North Carolina
County of Union

RESTRICTIVE COVENANTS

FILED
2:00
JUDY B. CHAPMAN, Register of Deeds
Union County, Western North Carolina

WHEREAS, Roger T. Helms and Cathy Price Helms (hereinafter called Developer) are the owners of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Prason Farms and recorded in File Cabinet 2, File Number 104 in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of himself, his successors and assigns, and future owners of the lots in said subdivision;

NOW THEREFORE, Developer hereby imposes the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:

1. Each tract shall be used for single family residential purposes only.
2. No clearing of the lot nor any construction shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition, change or alteration be made, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Developer (the term "Developer" when used herein, shall include his heirs and assigns) as to the harmony of external design and location in relation to surrounding structures and topography. This right shall also extend to approval of exterior color of paint and other materials. Developer reserves the right to appoint a three member architectural control committee and to delegate responsibility for such approvals to said committee. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required. Where the term "equivalent" is used in specifications, the developer or any subsequently formed architectural review committee shall have the right to determine what materials are equivalent to those specified. Said approval shall be in writing and shall appear on the final plans and specifications.
3. No single family dwelling shall be erected and maintained on any said tract with the heated area being less than 2000 square feet exclusive of porches and garages; provided Developer reserves the right to permit dwellings to contain less than 2000 square feet in certain limited individual cases in which the Developer feels the dwelling would otherwise be in keeping with the subdivision. A two car or larger garage is required to be attached to each dwelling; provided, Developer reserves the right to waive this restriction in certain limited individual cases in which the Developer feels the dwelling would otherwise be in keeping with the subdivision.
4. Plans and specifications for accessory buildings must be submitted to and approved by the Developer prior to construction. Such buildings are to be constructed in conformity with the dwelling and have an exterior of similar construction and; if visible from the street towards which the dwelling faces, must be constructed so as to be entered from the side or rear only. All detached accessory buildings shall be erected to the rear of the main dwelling and no closer than 15 feet from a side line or rear line which joins the perimeter of the subdivision, seven and one-half feet from a side line or rear line of any lot which joins any other lot in the subdivision, sixty feet from the center of any side street.

20. No sign of any kind shall be displayed to the public view on any tract except a professional sign of not more than three square feet advertising the property when necessary for rent or for sale. This provision excludes signs used by the builders or developers during the construction and sales period.

21. No clearcutting of trees shall be permitted. Trees having a diameter of 12 inches or more shall not be cut without the prior written consent of the developer.

22. 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 re-subdivide 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 re-subdivided lots. No tract shall be divided into less than one acre.

23. Fence shall be erected only upon the express written consent of the developer. No fence, wall, hedge, or mass planting having a height in excess of 42 inches shall be maintained or permitted on any lot from the building setback line on said lot to the street.

24. In the event of the unintentional violation of any of the building line restrictions herein set forth, the developer or any subsequently formed homeowners association, or a majority of the then owners of the tracts within the subdivision may waive the restriction.

25. Invalidation of any one or more of these covenants by judgment of court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

26. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The owner of any lot within the subdivision as well as the Developer or any subsequently formed homeowners association may bring an action to enforce these covenants.

27. These covenants may be changed in whole or in part by recording in the Union County Registry a written instrument agreeing to change said covenants signed by seventy-five percent of the then owners of the lots shown upon the aforesaid subdivision map, provided; however, Developer reserves the right to amend, delete or change these Restrictive Covenants, in whole or in part until seventy-five percent of the tracts have been sold; and further reserves the right to waive any setback restriction.

28. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal this the 9th day of July, 1988.

Roger W. Helms
Roger W. Helms (seal)

Cathy Price Helms
Cathy Price Helms (seal)

5. Owners of lots which are two acres or larger or owners of two or more contiguous lots may have up to one horse per acre. The design and specifications for the barn for said horse or horses shall be submitted to and approved in writing by the Developer prior to construction.
6. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a tract and remodeling or converting same into a dwelling unit.
7. Any dwelling constructed upon a tract within the subdivision must be completed within one year subsequent to the commencement of construction provided, Developer may grant written consent to extensions of time due to circumstances reasonably beyond the control of the owner of said lot.
8. Access from any tract within the subdivision to any road which is not contained within the subdivision is prohibited. No right of way or easement for signs and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the streets within the subdivision without the express written approval of the Developer.
9. Upon completion of any dwelling, or occupancy of same, whichever comes first, any open or disturbed areas must be seeded and shrubbery planted along the front of each residence.
10. Each owner of tracts in the subdivision shall be responsible for the control of erosion and sedimentation of each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations made by the Developer and further, any repairs made necessary as a result of such damage shall be at the expense of the owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.
11. No noxious or offensive trade activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring properties. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently.
12. Above ground pools are prohibited except with the express written consent of the Developer.
13. No dwelling shall be located on any lot nearer to the front recorded plat, nor nearer to the side lines shown on the plat, nearer the rear lot line than 40 feet.
14. Ten foot easements for installation and maintenance of utilities are reserved along street right of way lines, rear side utility easements or all tracts including the right to keep said utility easements free and clear of obstructions.
15. No mobile homes, modular homes, or prefabricated dwellings shall be allowed.
16. No commercial raising of animals, live stock, or poultry of any kind shall be permitted. Cats, dogs, and other household pets may be kept, provided they are not bred, kept, or maintained for commercial purposes and provided they are not a nuisance to neighboring properties.
17. No tract shall be used or maintained as a dumping ground for trash, garbage, or other waste. All storage equipment for such materials shall be clean and sanitary.
18. 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 premises within the subdivision. No boats, trucks, campers, or motor homes may be parked on streets or in front yards.
19. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any tract. In the event a cable television system becomes available for the subdivision, no freestanding antenna or satellite dish will be permitted.

NORTH CAROLINA

UNION COUNTY

Carolyn J. Helms a Notary Public for said County and State, do hereby certify that Roger T. Helms personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9th day of July, 19 88.

Carolyn J. Helms
Notary Public

My commission expires 10-9-91, 19 91.

Nanci Cavaleri
Union County

I, *Carolyn J. Helms* a Notary Public for said County and State, do hereby certify that Cathy Price Helms personally appeared before me this day and acknowledge the due execution of the foregoing instrument.
Witness my hand and official seal, this the 9th day of July, 19 88.

Carolyn J. Helms
Notary Public

My commission expires 10-9-91, 19 91.

Drawn by mail to:
Henry B. Smith, Jr.

NORTH CAROLINA - Union County *Carolyn J. Helms*
The foregoing certificate(s) of Carolyn J. Helms Notary Public of Union County, N.C.

(s) certified to be correct. This instrument was presented for registration and recorded in this office at Book 439, Page 444
this 9th day of July, 19 88 at 2:20 o'clock P. M.

JUDY CLAWMAN, REGISTER OF DEEDS
By: *Betty A. Pittsford* Deputy/Asst.

[Signature]

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

**RECORDED
AND
VERIFIED**
[Signature]

The undersigned, being the owners of more than seventy-five per cent of the lots in Preeason Farms Subdivision, Section I, (Roger T. and Cathy Price Helms owning 11 lots and each of the other undersigned owning one lot each out of a total of 21 lots) as shown on plat recorded in Plat Cabinet C, File 164, Union County Registry, do hereby consent to the amendment of those restrictions recorded in Deed Book 439, page 444, Union County Registry, as follows:

All driveways shall be paved with concrete or asphalt surface.

Reference is made to paragraph 27 of those restrictions recorded in Deed Book 439, page 444, Union County Registry.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 21st day of March, 1990.

[Signature] (SEAL)
Roger T. Helms

[Signature] (SEAL)
Cathy Price Helms

[Signature] (SEAL)
Gary C. Little

[Signature] (SEAL)
Dorinda M. Little

[Signature] (SEAL)
John E. Hinkel

[Signature] (SEAL)
Teresa E. Hinkel

[Signature] (SEAL)
M. Steven Fortson

[Signature] (SEAL)
Janella J. Fortson

[Signature] (SEAL)
J. Graham Steele

[Signature] (SEAL)
Susan G. Steele

[Signature]
LAW OFFICE OF
HENRY B. SMITH JR., P.A.
P. O. BOX 782
MONROE, N. C. 28110

ENCL 470 MAR 574

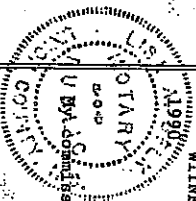
Dan Richard Helm (SEAL)
 Dan Richard Helm, Jr.
Cathy Prich Helm (SEAL)
 Cynthia Gaddy Ellis
Don O. Fellicano (SEAL)
 Don O. Fellicano
Joel L. Fellicano (SEAL)
 Joel L. Fellicano

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that
ROGER T. HELMS and wife, CATHY PRICH HELMS; GARY C. LITTLE and wife, DIANNA
M. LITTLE; JOHN E. HINKEL and wife, TERESA P. HINKEL; M. STEVEN FORTSON
and wife, PAMELA T. FORTSON; J. GRAHAM STEELE and wife, SUSAN G. STEELE;
DAN RICHARD ELLIS, JR. and wife, CYNTHIA GADDY ELLIS; and DON O. FELLICANO
and wife, JOAN L. FELLICANO personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 2nd day of March

Joel L. Fellicano
Notary Public



My Commission expires: 11/21/93

NORTH CAROLINA - Union County

The foregoing certificate of

Joel L. Fellicano Notary Public of Union

is (was) certified to be correct. This instrument was presented for registration and recorded in his office in Book 470 Page 573
this 2 day of March 19 50 at 9:10 o'clock A. M.

ONELL L. PLYER, REGISTER OF DEEDS By: Joel L. Fellicano Asst/Deputy

LAW OFFICE OF
HENRY B. SMITH, JR., P.A.
P. O. BOX 782
MONROE, N. C. 28110

RECORDED
INDEXED
JAN 21 1991

BOOK 407 PAGE 089

Ryberg

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date: 1-23-91
1-23-91
ONELL L. PLYLER, Register of Deeds
Union County, North Carolina

WHEREAS, Roger T. Helms and wife, Cathy Price Helms (hereinafter called "Developer") are the owners of a certain tract of land located in Union County, North Carolina, and shown on a plat thereof entitled "Preston Farms, Phase II" recorded in Plat Cabinet C, File No. 681, in the Union County Registry; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of themselves, their successors and assigns, and future owners of the lots in said subdivision.

NOW, THEREFORE, Developer hereby imposes upon the lots shown on the above plat, those Restrictions more particularly set out in Deed Book 439 at Page 444 and the Amendment thereto recorded in Book 470 at Page 573, all in the Union County Registry, with the exception that the driveways serving dwellings to be constructed on Lots 14, 15, 16 shall not be required to be paved.

IN WITNESS WHEREOF, the Developer has hereunto set their hands and seals, this the 13 day of January, 1991.

Roger T. Helms
Roger T. Helms (SEAL)

Cathy Price Helms
Cathy Price Helms (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, *Cathy Price Helms*, a Notary Public, do hereby certify that ROGER T. HELMS and wife, CATHY PRICE HELMS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Cathy Price Helms
Cathy Price Helms
Notary Public

My commission expires: 11-27-95
made by: HB Smith

NORTH CAROLINA - Union County *Carolin D. Harkin*
The foregoing certificate of Carolin D. Harkin
Notary Public of Union Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 407 Page 889
this 23 day of January 19 91 at 2:19 o'clock P M.
By: *April D. Mackinnon*
ONELL L. PLYLER, REGISTER OF DEEDS
April D. Mackinnon, Deputy