

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 11-24-82  
Time 11:58 Office A. K.  
DORIS L. PETER, Register of Deeds  
Union County, Anderson, North Carolina

RESTRICTIVE COVENANTS

*[Handwritten signature]*

WHERRENS, Helms Insurance Agency, Inc. of Union County, North Carolina, is the owner of certain real estate, known as Serenity Hills 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, D File No. 57.

AND WHERRENS, Helms Insurance Agency, Inc., 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 sixty-five) shown in that subdivision known as Serenity Hills Subdivision, as shown in Plat Cabinet D File 57, Union County Register of Deeds.

NOW WHEREFORE, 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 Serenity Hills 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 1250 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.
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 temporarily or permanently.
6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, 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 or not more than five square feet advertising the property for sale or rent, or signs used by a builder to 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. It is the intent of the developer to keep a wooded feel to this subdivision and allow the existing trees to act as a privacy screen and/or blend with decorative plantings, or be left in a natural setting. A good, common sense blending of trees, natural areas, grassed areas, and decorative plantings is required.
12. No fences shall be erected except in the side or rear yards of lots. No fences shall be erected in any front yard.
13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building.
14. (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.  
(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 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 property line abutting on street right of way expressly for highway purposes.
15. 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.
16. 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 then 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 21st day of April, 1992.

HELMS INSURANCE AGENCY, INC.

BY: William D. Helms  
President

Return to:  
Helms Ins Agency, Inc.  
2202-C W. Roosevelt Blvd.  
Marree, N.C. 28110



Attested:  
Secretary

I, a Notary Public in and for said County/City and State, do hereby certify the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal.

This 22nd day of April 1992.

William D. Helms  
Notary Public

My commission expires 01-23-96.

NORTH CAROLINA, Notary Public, County, \_\_\_\_\_  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Secretary of \_\_\_\_\_ Helms Insurance Agency, Inc., a North Carolina corporation, and that by authority duly given and as the act of its corporation, the foregoing instrument was signed in his name by its President, seated with its corporation seal and attested by \_\_\_\_\_ as its Secretary. Witness my hand and official stamp at and this 21st day of April, 1992.

This 24 day of April, 1992.

My Commission expires 12-09-94.



NORTH CAROLINA - Union County Wendell L. Myler  
The foregoing certificate(s) of \_\_\_\_\_ Notary Public of \_\_\_\_\_

Wendell L. Myler

is (and certified to be correct. This instrument was prepared for registration and recorded in this office in Book 554, Page 523  
this 24 day of April, 1992, at 11:50 o'clock A. M.

ONNELL MYLER, REGISTER OF DEEDS

By: Francis M. Myler Assistant