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FILED  
UNION COUNTY  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Jan 02, 2007  
AT 12:30 pm  
BOOK 04418  
START PAGE 0455  
END PAGE 0458  
INSTRUMENT # 00118  
EXCISE TAX (None)  
MBM

**RESTRICTIVE COVENANTS FOR WORTHINGTON**

WHEREAS, DENNIS N. HELMS AND WIFE, SUSAN C. HELMS (hereinafter called Developers) are the owners of a certain tract located in Union County, NC, as shown on plat thereof entitled WORTHINGTON and recorded in Plat Cabinet   J  , File   749  , Union County Registry; and

WHEREAS, Developers, desire 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, Developers hereby impose the following covenants and restrictions upon each and all of the lots in said subdivision aforesaid:


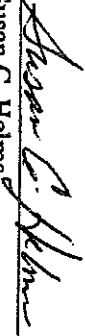
1. The lots in said subdivision shall be used for single family residential purposes only.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition change of alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Developers (the term Developers, when used herein shall include their heirs or assigns) as to harmony of external design and location in relations to surrounding structures and topography. Developers reserve the right to appoint any agent for architectural control and to delegate responsibility for such approvals to said person. Notice of approval or disapproval shall be given to an applicant within fifteen days after submission or approval shall not be required.
3. Except as hereinafter provided a garage shall be constructed with the residence building on each lot. The garage must have a garage door or doors. No residence shall be constructed on any lot having less than 1800 square feet plus the garage. Basements are allowed but shall not be considered in meeting the minimum heated square feet requirement. No trailer, modular home, mobile home, tent, shack, barn or similar structure shall be erected on said tract and any building erected on said lot
- 4.

5. shall have a primary exterior construction of brick vinyl or stone and brick. Concrete block may be used for the foundation, but must be covered by brick veneer.
6. Any detached outbuildings approved by the Developers 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 (7-1/2) feet from a side line or rear line of any lot which line joins any other lot in the subdivision, sixty (60) feet from the center of any side street.
7. No dwelling shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, nor nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.
8. Garages and outbuildings may be constructed only of a material and design substantially similar to the materials and design of the dwelling, subject to the approval contained in paragraph 2 above.
9. Easements (15) feet in width along the perimeter of the subdivision and seven and one-half (7-1/2) feet along all other side lot lines and rear lot lines is hereby reserved for installation and maintenance of utilities including the right to keep such easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.
10. Construction of new dwellings only shall be permitted, it being the intent of this covenant and restriction to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction, provided. Developers may give written consent to extensions of time due to circumstances reasonably beyond the control of the owner of said lot.
11. No chain link fences shall be permitted within the subdivision.
12. Only concrete drives shall be allowed serving any dwelling in the subdivision. The Developers reserve the right to allow up to one (1) year from completion of the dwelling for the concreting of any driveway.
13. No signs of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.
14. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers.
15. The grounds and shrubs shall be kept neatly trimmed at all times and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular basis, provided, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners may be kept on

- said lot provided the same are parked to the rear of said lot and away from public view.
16. 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, to include, but not limited to, the discharge of firearms, firecrackers and similar activities, and no animals or poultry of any kind may be kept or maintained on any of said tracts except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial breeding purposes.
17. More than one lot (as shown on the subdivision map) or part there of may be combined to form one or more building lots with the express written consent of the Developers and in such event the building line requirements prescribed herein shall apply to such combined lot. Developers reserve the right to re-subdivide any portion or all of the subdivision owned by the Developers. 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.
18. No right of way or easement for egress and ingress shall be granted by the owner of any lot to create access by adjoining landowners to the subdivision's streets without the express written approval of the Developers.
19. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation on each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developers. Any damage to such installations of the Developers caused by any failure of any owner of a lot shall be repaired by such owner who shall save Developers harmless from any loss or liability whatsoever on account thereof.
20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developers other than the property described herein.
21. These restrictive covenants may be enforced in law or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, the prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.
22. These Restrictive Covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy-five percent (75%) of the then owners of the lots shown upon the aforesaid subdivision maps, provided, however, Developers reserve the right to amend, delete or change these Restrictive Covenants, in whole or in part until fifty percent (50%) of the lots in said subdivision have been sold and further reserves

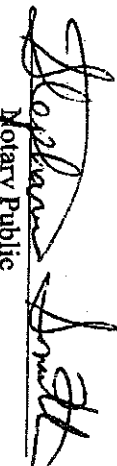
23. the right to waive any setback restriction herein contained which is inadvertently violated up to ten percent (10%) of the setback restriction. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless any 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, Developers have hereunto set their hands and seals, this the 21<sup>st</sup> day of January, 2006.

 (SEAL)  
Dennis N. Helms  
 (SEAL)  
Susan C. Helms

NORTH CAROLINA  
UNION COUNTY

I, a Notary Public of the county and state aforesaid, hereby certify that DENNIS N. HELMS and SUSAN C. HELMS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal this 21<sup>st</sup> day of January, 2006.

  
Notary Public

My Commission Expires: 12/31/2010