

STATE OF NORTH CAROLINA
COUNTY OF UNION

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RECORDED
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R E S T R I C T I O N S

WHEREAS, Michael L. Helms and Vernon T. Helms, III, own a certain tract of land which is found described in Plat Cabinet B at pages 125-B and 126-A of the Union County Register of Deeds.

AND WHEREAS, Michael L. Helms and Vernon T. Helms, III, the owners on said map now desire for the use of themselves, their successors and/or assigns, to place and impose certain protective restrictions and covenants upon said lots of Blocks A and B and lots 1 through 88 as shown upon said plat.

W I T N E S S E T H :

NOW THEREFORE, in consideration of the premises, Michael L. Helms and Vernon T. Helms, III, or themselves, their successors and/or assigns, do hereby place and impose upon said plat the following restrictions:

1. No manufactured home shall be placed on any lot on single wide mobile home. All multi-section manufactured homes or modular homes will be a minimum of 900 square feet. Each home placed on a lot shall conform in size to the requirements of the lot on which it is placed as determined by the usable area.
2. No manufactured home shall be placed on any lot unless such manufactured home has been manufactured by a company engaged in the construction of manufactured homes. All manufactured homes placed on any lot must have been constructed in accord with the Manufactured Housing Construction and Safety Standards effective as of June 15, 1976, and the seal certifying such must be on each home. It is the intention of this restriction to prohibit the setting of any "homemade" manufactured home on any of the aforesaid lots and to assure that all homes meet the National Manufactured Housing Construction and Safety Code. No manufactured home constructed prior to 1976 will be permitted to be placed on a lot. It is the intention of this restriction to permit only new homes to be sited, and that a positive uniform, living environment will be assured for each resident. It will be expected of each homeowner to keep their home in a clean and neat outside appearance.
3. This subdivision is not restricted against conventional permanent houses as long as each house has a

Drawn by
and sealed
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ATTORNEY AT LAW
MONROE, N.C. 28110

minimum of 900 square feet of heated floor space on ground level. No shell homes will be permitted. All conventional permanent houses must be built on a solid foundation.

4. All lots are restricted to occupancy by a single family dwelling excluding lots 81 and 73.

5. 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.

6. No home shall be placed on any lot unless the home has complete sanitary facilities, which include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said home on a lot. No outdoor toilet or privy shall be constructed or used on any lot.

7. Michael L. Helms and Vernon T. Helms, III, will not be responsible for accidents or any other detrimental acts in this subdivision.

8. No cabanas, pump houses, garages, utility buildings or other additions shall be constructed on any of the said lots unless such additions or accessory buildings are compatible with the architectural restrictions set forth in Exhibit "A" attached hereto and to the factory manufactured homes permitted in NEWTOWN ESTATES.

9. 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 hand leash and must not be allowed to become a nuisance, by barking or otherwise disturbing the neighbors.

10. 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.

11. 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.

12. 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 manufactured home permanently affixed thereto.

13. 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.

14. 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.

15. 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.

16. All boats and travel or utility trailers shall be stored and placed in a garage, carport or on the rear of the subject lots.

17. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, and sandboxes, toys, etc. shall be

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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.

18. 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.

19. All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport or garage.

20. All manufactured homes shall have a permanent foundation consisting of a continuous brick foundation unpierced except for required ventilation and access shall be installed under all elements of the building. Installation shall include a positive surface water drainage away from the home. The buyer shall have ninety (90) days after the manufactured home is placed on the lot to comply with this restriction.

21. Temporary steps may be employed in conjunction with initial placement of a manufactured home, but must be replaced by a permanent set of steps within sixty (60) days after placement of the home within the subdivision, and temporary steps must be immediately removed from the lot.

22. 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; after which said 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.

23. 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.

24. 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.

25. Michael L. Helms and Vernon T. Helms, III, hereby reserves unto himself, his heirs and assigns, a perpetual and releasable easement, privilege and right over and under the ground to erect, privilege and right on, 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. Michael L. Helms and Vernon T. Helms, III, shall have the unrestricted right and power of alienation of and the unrestricted right to release such easements.

26. Failure of Michael L. Helms and Vernon T. Helms, III, their 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.


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

28. In addition to the foregoing covenants and restrictions and to insure the uniform development of the subdivision, the minimum architectural standards set forth in Exhibit "A" attached hereto are incorporated herein as a part of the NEWTOWN ESTATES Restrictive Covenants.

29. Michael L. Helms and Vernon T. Helms, III, for themselves, their heirs and assigns, hereby reserves the absolute unilateral right to amend all or any portion of the above-stated covenants and restrictions (including the architectural standards set forth in Exhibit "A") 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.

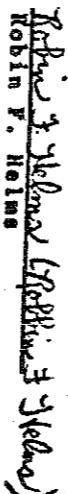
IN WITNESS WHEREOF, MICHAEL L. HELMS and Wife,
SANDRA G. HELMS, and VERNON T. HELMS, III, and Wife, ROSIN
P. HELMS, the owners of all property within said

Subdivisions, have hereunto caused these presents to be executed, effective this 27th day of January, 1984.


MICHAEL L. HELMS


Sandra G. Helms

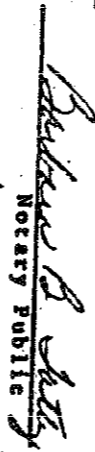

Vernon T. Helms, III


Robin F. Helms

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Richard B. Helms, a Notary Public in and for the aforesaid County and State, do hereby certify that MICHAEL L. HELMS AND WIFE, SANDRA G. HELMS, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 27th day January, 1984.


Richard B. Helms
Notary Public

My Commission Expires: June 2, 1988



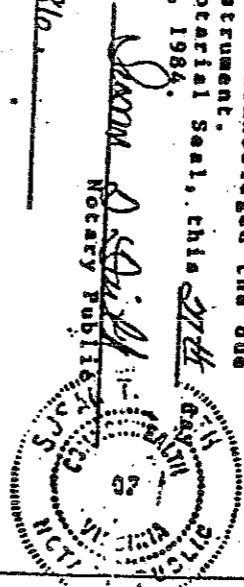
JOE B. MCCOLLUM, JR.
ATTORNEY AT LAW
ROCKFORD, ILL. 60110

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I, SUSAN T. FISH, a Notary Public in and for the aforesaid County and State, do hereby certify that VERNON T. HELMS, III, AND WIFE, ROBIN F. HELMS, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 27th day of July, 1984.

My Commission Expires: 1-4-86



STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate (s) of Susan T. Fish, a Notary Public in and for the County of Fairfax, VA, Notary (Notaries)

Public for Union County, State of North Carolina certified to be correct, filed for record this the 29 day of July, 1984 at 11:51 o'clock A.M. in Book 375 Page 807

Mary B. Carriger-Register of Deeds By: Susan T. Fish Deputy

JOE B. MCCOLLUM, JR.
ATTORNEY AT LAW
ROANOKE, N.C. 26118