

RECORDED
and
VERIFIED
BRS

BK7777PG768

Refer to: L.R. Rhodes PA

077015

RESTRICTIVE COVENANTS

Fee for record
Date 4-21-95
Time 11:30 o'clock P M
ADY G. PRICE, Register of Deeds
Union County, Morrow, North Carolina

*extended
no number*

WHEREAS, Lynn Winchester of Union County, North Carolina, is the owner of certain real estate, known as Sycamore Grove Acres Subdivision, which is 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.

AND WHEREAS, the undersigned, 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 those lots identified as all of those lots (Numbers One through Seven) shown in that subdivision known as Sycamore Grove Acres, as shown in Union County Register of Deeds.

NOW, THEREFORE, 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 Sycamore Grove Acres, the following restrictions.

1. These restrictive covenants shall hereafter apply to all presently subdivided lots. No mobile homes or mobile home parks shall be allowed or maintained on any of said tracts.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 2,000 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 2,000 square feet. Any multi-level, or multi-story dwelling must have a minimum of 1,000 square feet of heated living area at the ground level.
3. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
4. 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 temporary or permanently.
5. 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.

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6. 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 of 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Invalidity 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.
12. Lynn Winchester reserves for himself the right to amend the terms of these restrictions without joinder of any other party.
13. The requirements of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned:

Lynn Winchester

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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 the 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 the 20 day of April, 1995.

LYNN WINCHESTER

Lynn Winchester (SON)
Owder

John L. R (SON)
Buyer

Pat Mallin (SON)

Wendy J. Winchester (SON)

Re E. West Jr (SON)

Ellen West (SON)

Nancy Madie (SON)

George & Muck (SON)

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STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Gloria B. Taylor, a notary public for said county, do hereby certify that Lynn Winchester, and wife, Wendy H. Winchester, Art Madill and wife, Nancy Madill, Jonathan L. Merck, and wife, Jennifer Merck, and John B. West, Jr. and wife, Ellen L. West, personally appeared before me this date and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of April, 1995.

Gloria B. Taylor
Notary Public



My Commission Expires: November 1, 1995

The foregoing certificate of Gloria B. Taylor, Notary Public, NC is certified to be correct in its contents and authentic and duly registered at the date and time and in the Book and Page shown on the first page hereof.

Judy G. Price BY: Nancy G. Madill
Register of Deeds Assistant/Deputy
Union County, NC