

PROTECTIVE COVENANTS FOR DEVELOPMENTS OF SINGLE-FAMILY
DETACHED DWELLINGS, BELLEWOOD ACRES, HENDERSON, N.C.

F. H. A. NO. 986

Part A. PREAMBLE

A-1. The effective date of these covenants is May 20, 1955; Joel T. Cheatham and his wife Belle D. Cheatham owners of the after described property, for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of home owners who buy or build homes in said development covenant to and with the present or future home owners in the following described area as follows:

DESCRIPTION OF PROPERTY

BEGIN at an iron stake on the North side of U.S. Highway No 158 where Cedarwood Drive enters said Highway and run thence along U S Highway 158 South 72-10-30- West 217.88 feet to an iron stake. Continue along said Highway South 70-45-30 West 1177.67 feet to an iron stake, thence North 19- 22-30 West 205.18 feet to an iron stake, North 6-38-30 West 670 feet to an iron stake, thence North 41-30-30 West 465.96 feet to an iron stake, thence North 00-25-10 West 1395.48 feet to an iron stake, thence South 84-50-min. East 817.59 feet to an iron stake, thence South 25° 2 min. East 2290.80 feet to an iron stake the place of beginning. According to a map of the Joel T. Cheatham property made by William F. Freeman, Engineers, Inc. of High Point, North CAROLINA, January 10, 1955.

Part B. AREA OF APPLICATION

B-1. Fully-Protected Residential Area. The residential area covenants in

Part C in their entirety shall apply to all lots in above description.

PART C. RESIDENTIAL AREA COVENANTS

C-1. Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. Dwelling cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, one story open porches and garages, shall be not less than fifteen hundred square feet for a one-story dwelling, nor less than one thousand square feet for a dwelling of more than one story.

C-3. Building Location, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty-five feet to the front lot line, or nearer than twenty-five feet to any side street line, except that on all lots abutting #158A Highway no building shall be located nearer than seventy-five and twenty-five feet respectively to the street property lines of said streets. No building shall be located nearer than ten feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located one hundred feet or more from the minimum building set back line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-4. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than eighty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than twelve thousand square feet.

C-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the records/plat and over the rear five feet of each lot.

C-6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7. Temporary Structures. NO structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

Part D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

D-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART J. ATTEST.

IN TESTIMONY WHEREOF, Joel T. Cheatham and his wife Belle D. Cheatham signed their name and affixed their seals this the 14 day of June, 1955.

Joel T. Cheatham (SEAL)

Belle Davis Cheatham (SEAL)

NORTH CAROLINA :

VANCE COUNTY :

The execution of the foregoing restrictive covenants was acknowledged before me, Nettie CLOPTON Allen, a Notary Public in and for said County and State by Joel T Cheatham and his wife Belle D. Cheatham for the purposes therein expressed.

WITNESS my hand and Notarial Seal this the 14th day of June, 1955.

My Commission expires: Sept 11, 1955

North Carolina Vance County

Nettie Clopton Allen (SEAL)
Notary Public

The foregoing Certificate of Nettie CLOpton Allen a N P of Vance county is adjudged to be correct and sufficient. Let the instrument with the certificates be registered.

Witness my hand this 14 day of June 1955.

Martha Irvin Deputy
Clerk Superior Court

Filed at 3:30 o'clock P. M. June 14, 1955

H M Robinson, Register of Deeds