

Prepared by and Return to:
Perry, Bundy, Plyler & Long, LLP
STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 11/30/2010
Time 10:10 o'clock 0 M.
ADY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, W. Newell Helms and wife, Pat B. Helms, of Union County, North Carolina, are the owners of certain real estate, known as BROOKSDALE, Section I, which is located in Union County, North Carolina, and shown on the plat thereof recorded in Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet G, File 287.

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 shown in that subdivision known as BROOKSDALE, Section I, as shown in Plat Cabinet G, File 287, 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 BROOKSDALE, Section I, 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. 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 all have fifteen (15) days after receipt of the plat 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 plat 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 plat 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.
3. All dwelling structures shall be constructed such that at least 75% of the exterior is brick.
4. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each lot.
5. Except as hereinafter provided, a minimum of a one-car garage shall be constructed with the residence building on each lot. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,400 square feet. Any one and one-half story dwelling, two-story or tri-level or split-level type dwelling erected or maintained on any of said lots shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,400 square feet. Any multi-level, or multi-story dwelling must have a minimum of 950 square feet of heated living area at the ground level.

6. Carports or garages and any outbuildings qualifying under Paragraph 2 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 lot.
7. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on any lot and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either block or cement block.
8. No noxious or offensive trade or activity shall be carried on upon any lot, 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.
9. No mobile home or mobile home parts shall be allowed or maintained upon any of said lots. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs or cats which may be kept, provided they are not kept, bred or maintained for any commercial purposes. No more than one dog or cat may be kept on the property.
10. 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. All lot owners shall keep the grounds and shrubs neatly trimmed at all times.
11. 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 sale period.
12. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.
13. 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 premises within the subdivision.
14. No freestanding antenna or satellite dish shall be permitted in the front or side yards.
15. (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 prove 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 five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above
- (c) The undersigned reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the property lines abutting on street right of way expressly for highway purposes.
16. 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.

17. 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.

18. W. Newell Helms and wife, Pat B. Helms, reserve for themselves the right to amend the terms of these restrictions without the joinder of any other party.

19. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned.

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 21st day of November, 2000.

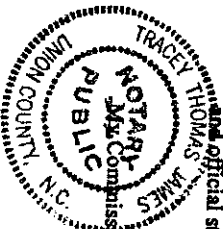
W. Newell Helms
W. Newell Helms

Pat B. Helms
Pat B. Helms

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Tracey Thomas Jones, a Notary Public of said county do hereby certify that W. Newell Helms and wife, Pat B. Helms, personally appeared before me this day and acknowledged that they executed the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of November, 2000.

Tracey Thomas Jones
Notary Public



NORTH CAROLINA - UNION COUNTY
The foregoing certificate of
Tracey Thomas Jones
Notary Public
to be correct, true and
correctly certified
of NEW in the
of NEW in the
JUDY G. PRICE, REGISTER OF DEEDS
BY: Deverna Cocco
April/001