

Prepared by and return to: Thomas J. Caldwell
STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 1.5.201 o'clock 2 m
Time 12:30
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LONG BRANCH SUBDIVISION
SECTION I

WHEREAS, MOTT E. SIMPSON and wife, PHYLLIS T. SIMPSON, (hereinafter the "undersigned") own certain real estate which is located in Union County, North Carolina, and shown on plat entitled "Long Branch, Section I" and recorded in the office of the Union County Register of Deeds in Plat Cabinet G, File 280, (hereinafter "the subdivision"), reference to which is hereby made for a more particular description; and

WHEREAS, the undersigned desire to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values; and, to this end, desire to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the undersigned, by this Declaration of Covenants, Conditions and Restrictions, do declare that all of the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns (hereinafter "Owners"), and shall inure to the benefit of each Owner thereof:

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. Each lot shall be used for single family residential purposes only, and no structures 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.
3. No single family dwelling, shall be erected and maintained on any of said lots with a heated living area of less than 1250 square feet. One and one half story and two story dwellings must have a minimum of 800 square feet on the ground floor.
4. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing, previously used building, or portion thereof onto a lot and remodeling and converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either block or cement block.
5. 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.
6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts.
7. 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.
8. 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.
9. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.

10. 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.
11. No fences shall be erected except in the side or rear yards of lots. No fences shall be erected in any front yard. Any fence erected on a corner lot must be located a minimum of 100 feet from the center of the streets on which it is located.
12. 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.
13. (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 or 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 ten (10) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 13a above.
(c) 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 property line abutting on street right of way expressly for highway purposes.
14. No building shall be located nearer to the front property line or any side lot line than the building setback line as shown on the recorded plat. No building shall be located nearer any lot line than the applicable zoning ordinance shall allow. Deviations from building line requirements not in excess of ten percent (10%) thereof shall not be construed as a violation of the building line requirements as long as such deviation does not violate any local ordinance or zoning.
15. No animals of any kind shall be kept on any lot except generally accepted household pets, which may be kept thereon for the sole pleasure and use of the occupants but not for commercial use and no more than three pets over the age of six months shall be permitted at any time. Birds shall be confined in cages. In no instance shall household pets become a nuisance to other Owners, or infringe upon the property rights of other Owners.
16. No freestanding radio or television transmission or reception tower, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding seven and one-half (7 1/2) feet in height above the roofline of the residence and dishes or disks not exceeding three (3) feet in diameter and not visible from the street in front of the residence may be attached to the structure of the residence only.
17. Pools shall be permitted upon lots but such pools must be located directly behind the residence of each lot, screened from view by a six-foot privacy fence and be at least twenty feet from both side lot lines and rear lot line.
18. No tandem axle commercial vehicle shall be parked in any street or on any lot in the subdivision.
19. No lot shall be used in any manner to provide access to any other property except other property owned by the undersigned.
20. There shall be no structure of a temporary nature on any lot and all structures erected must have a permanent foundation. No trailer, shed, tent, garage or any other similar structure shall be used as a residence. Provided, however, this paragraph shall not be construed to prevent the undersigned from using sheds or other temporary structures during construction. Provided, further, this paragraph shall not be construed to prevent Owners from constructing a permanent detached garage,

carport, or utility shed (such shed not to exceed 12 feet by 16 feet in area) if constructed of materials similar to those used in the residence upon such lot, if located behind the rear wall of the residence, if constructed in conformity to existing structures within the immediate area, and if not located within any easements.

21. In the event any home or structure is destroyed or partially destroyed, said damage must be repaired and the improvement reconstructed within twelve months.

22. Each lot now or hereafter subjected to this Declaration shall be subject to all easements. No structure of any type shall be erected upon a lot which will interfere with the use of any easement.

23. In addition to any and all other applicable requirements, each house to be constructed on a lot shall provide for the following:

A. The roof of each house shall have a minimum slope of 6/12;

B. The exterior materials shall be brick, vinyl siding, and/or stucco (including synthetic stucco-type products);

C. The foundation walls shall be a minimum of four (4) courses of standard brick above grade;

D. If the plans provide for wood-burning fireplaces with exposed chimneys, any and all such chimneys must be constructed of brick and/or stucco (including synthetic stucco-type products);

E. No concrete block or foundation of concrete shall be visible from the road right-of-way;

F. A minimum of twenty-five percent (25%) of the architectural front wall (excluding the foundation) of any house with vinyl siding shall have a brick or stucco finish (including synthetic stucco-type products);

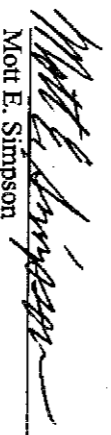
24. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

25. Invalidation of any one of these covenants by court order shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

26. This Declaration may be amended only by the undersigned for a period of five (5) years from the date hereof. Thereafter, a majority of the owners of the lots in the subdivision may amend the provisions of this Declaration.

27. 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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on this 4th day of January, 2001.

 (SEAL)
Mott E. Simpson

 (SEAL)
Phyllis T. Simpson

STATE OF NORTH CAROLINA
COUNTY OF UNION

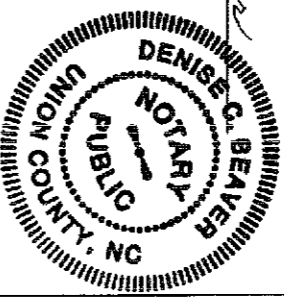
Before me, a Notary Public of said county and state, personally appeared this day MOTT E. SIMPSON and wife, PHYLLIS T. SIMPSON, and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 4th day of January, 2001.

Denise C. Beaver
Notary Public

My commission expires: 7/5/2001

STATE OF NORTH CAROLINA
COUNTY OF UNION



The foregoing certificate of Denise C. Beaver, Notary(~~ies~~) Public of Union County, North Carolina, is/~~are~~ hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 1989, page 842.

This 5th day of January, 2001, at 12:20 clock Pm.

Judy G. Price--Register of Deeds

By: Mott E. M.L. - 0051

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RK 1674 PG 637

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Prepared by and return to: Thomas J. Caldwell

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 10-14-1001
Time 4:55 PM
JUDY G. HODGSON, Clerk of Deeds
Union County, North Carolina

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LONG BRANCH SUBDIVISION
SECTION 1

WHEREAS, MOTT E. SIMPSON and wife, PHYLLIS T. SIMPSON, (hereinafter the "undersigned") own certain real estate which is located in Union County, North Carolina, and shown on plat entitled "Long Branch, Section II" and recorded in the office of the Union County Register of Deeds in Plat Cabinet C, File 7008701, (hereinafter "the subdivision"), reference to which is hereby made for a more particular description; and

WHEREAS, the undersigned desire to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values; and, to this end, desire to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the undersigned, by this Declaration of Covenants, Conditions and Restrictions, do declare that all of the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns (hereinafter "Owners"), and shall inure to the benefit of each Owner thereof:

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. Each lot shall be used for single family residential purposes only, and no structures 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.
3. No single family dwelling, shall be erected and maintained on any of said lots with a heated living area of less than 1250 square feet. One and one half story and two story dwellings must have a minimum of 800 square feet on the ground floor.
4. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing, previously used building, or portion thereof onto a lot and remodeling and converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either block or cement block.
5. 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.
6. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts.
7. 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.
8. 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.
9. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.

GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

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10. 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.

11. No fences shall be erected except in the side or rear yards of lots. No fences shall be erected in any front yard. Any fence erected on a corner lot must be located a minimum of 100 feet from the center of the streets on which it is located.

12. 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.

13. (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 or 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 ten (10) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 13a above.

(c) 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 property line abutting on street right of way expressly for highway purposes.

14. No building shall be located nearer to the front property line or any side lot line than the building setback line as shown on the recorded plat. No building shall be located nearer any lot line than the applicable zoning ordinance shall allow. Deviations from building line requirements not in excess of ten percent (10%) thereof shall not be construed as a violation of the building line requirements as long as such deviation does not violate any local ordinance or zoning.

15. No animals of any kind shall be kept on any lot except generally accepted household pets, which may be kept thereon for the sole pleasure and use of the occupants but not for commercial use and no more than three pets over the age of six months shall be permitted at any time. Birds shall be confined in cages. In no instance shall household pets become a nuisance to other Owners, or infringe upon the property rights of other Owners.

16. No freestanding radio or television transmission or reception tower, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding seven and one-half (7 1/2) feet in height above the roofline of the residence and dishes or disks not exceeding three (3) feet in diameter and not visible from the street in front of the residence may be attached to the structure of the residence only.

17. Pools shall be permitted upon lots but such pools must be located directly behind the residence of each lot, screened from view by a six-foot privacy fence and be at least twenty feet from both side lot lines and rear lot line.

18. No tandem axle commercial vehicle shall be parked in any street or on any lot in the subdivision.

19. No lot shall be used in any manner to provide access to any other property except other property owned by the undersigned.

20. There shall be no structure of a temporary nature on any lot and all structures erected must have a permanent foundation. No trailer, shed, tent, garage or any other similar structure shall be used as a residence. Provided, however, this paragraph shall not be construed to prevent the undersigned from using sheds or other temporary structures during construction. Provided, further, this paragraph shall not be construed to prevent Owners from constructing a permanent detached garage,

GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NE

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carport, or utility shed (such shed not to exceed 12 feet by 16 feet in area) if constructed of materials similar to those used in the residence upon such lot, if located behind the rear wall of the residence, if constructed in conformity to existing structures within the immediate area, and if not located within any easements.

21. In the event any home or structure is destroyed or partially destroyed, said damage must be repaired and the improvement reconstructed within twelve months.

22. Each lot now or hereafter subjected to this Declaration shall be subject to all easements. No structure of any type shall be erected upon a lot which will interfere with the use of any easement.

23. In addition to any and all other applicable requirements, each house to be constructed on a lot shall provide for the following:

- A. The roof of each house shall have a minimum slope of 6/12;
- B. The exterior materials shall be brick, vinyl siding, and/or stucco (including synthetic stucco-type products);
- C. The foundation walls shall be a minimum of four (4) courses of standard brick above grade;
- D. If the plans provide for wood-burning fireplaces with exposed chimneys, any and all such chimneys must be constructed of brick and/or stucco (including synthetic stucco-type products);
- E. No concrete block or foundation of concrete shall be visible from the road right-of-way;
- F. A minimum of Seventy-five percent (75%) of the exterior (excluding the foundation and gables) of any house shall have a brick or stucco finish (including synthetic stucco-type products);
- G. Each house shall include an enclosed garage for at least one (1) car.



24. 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.

25. Invalidation of any one of more of these covenants by court order shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

26. This Declaration may be amended by the undersigned, while the undersigned owns any of the lots in the subdivision, and the majority of the owners of the lots in the subdivision. When the undersigned no longer owns any of the lots in the subdivision, then a majority of the owners of the lots in the subdivision may amend the provisions of this Declaration.

27. 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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on this 24 day of OCTOBER, 2001.

 (SEAL)
Mott E. Simpson
 (SEAL)
Phyllis T. Simpson

GRIFFIN, SMITH,
CALDWELL, HILDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

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STATE OF NORTH CAROLINA
COUNTY OF UNION

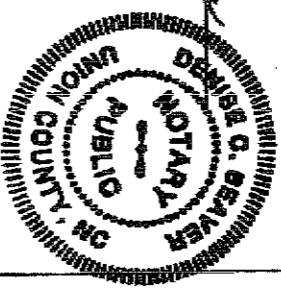
Before me, a Notary Public of said county and state, personally appeared this day **MOTT E. SIMPSON and wife, PHYLLIS T. SIMPSON**, and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 24th day of October, 2001.

Denise C. Beavers
Notary Public

My commission expires: 7/5/2006

STATE OF NORTH CAROLINA
COUNTY OF UNION



The foregoing certificate of Denise C. Beavers, Notary Public of Union County, North Carolina, is/are hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 1674, page 1672.

This 24th day of October, 2001, at WISD o'clock P.m.

Judy G. Price--Registrar of Deeds

BY: Denise C. Beavers

GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC