

OK

STATE OF NORTH CAROLINA
COUNTY OF UNION

BOOK 256 PAGE 573

2-Edwards

DEDICATION OF RESTRICTIONS

THIS DEDICATION OF RESTRICTIONS is made and entered into by
Floyd A. Helms and wife, Lorraine W. Helms and Leonard Starnes and
wife, Verla S. Starnes as follows:

W I T N E S S E T H:

THAT WHEREAS, Floyd A. Helms and wife, Lorraine W. Helms are
the owners of all of the lots of Rainbrook Subdivision, Monroe,
North Carolina, except Lot 15 owned by Leonard Starnes and wife,
Verla S. Starnes, who join in this Dedication of Restrictions;
Rainbrook Subdivision being more particularly described as follows:

All of Lots 1 - 43 of Rainbrook Subdivision as shown upon
plat recorded in Plat Book 7, page 1, as revised by Lots
1 - 47 as shown upon plat recorded in Plat Book 7, page 25.

WHEREAS, the parties hereto desire to restrict all of the lots of
Rainbrook Subdivision as hereinafter set out.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Floyd A. Helms
and wife, Lorraine W. Helms and Leonard Starnes, and wife, Verla S. Starnes,
do hereby covenant and agree each with other and with all persons, firms
or corporation hereafter acquiring any of Lots 1 - 47 of Rainbrook Subdivision
as shown on plat of said subdivision prepared by F. Donald Lawrence, R.L.S.
and recorded in Plat Book 7, page 1 and as revised by plat recorded in
Plat Book 7, page 25, Union County Registry, that said property be and the
same is hereby made subject to the following restrictions as to the use
thereof, running with the property by whomsoever owned, to wit:

1. All lots in the tract shall be known and designated as residential
lots. No structure shall be erected, altered, placed or permitted to remain
on any residential plot other than one detached single-family dwelling not
to exceed three stories in height, and a private garage for not more than
three cars and other out-buildings incidental to residential use of the plot.
2. No residence or other structure shall be located nearer than 40 feet
to the front property line, nor nearer than 12 feet to any side street line.

361 Page 614
358 gc
417 g

RECORDED
AND
VERIFIED
3/27/77

BOOK 256 PAGE 574

nor 12 feet to any interior lot line.

3. No subdivision of any of said lots by sale or otherwise shall be made so as to result in a lot having a frontage of less than 100 feet and an area of less than 12,000 square feet.
4. No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No animals or poultry of any kind shall be kept or maintained on any part of said property except house pets, such as dogs and cats.
6. No trailer, tent, shack, garage, or other out-building erected upon any lots of the above described property shall at any time be used as a residence, temporarily or permanent, or shall any structure of a temporary character be used as a residence.
7. No single-family dwelling, one story in height, shall be erected or maintained on any of said lots with a square foot heated floor area of less than 1,500 square feet; provided that if there is a garage attached to a side of the residence, the square foot heated floor area of the dwelling house shall be not less than 1,400 square feet. Any garage attached to a residence shall have only a rear or side car entrance. Any two-story type dwelling or tri-level "split-level" type dwelling located or maintained on any of said lots shall have an enclosed and heated living area of the main structure exclusive of open porches, garages and other unheated spaces of not less than 1,700 square feet. Carports may be constructed only on the side or rear of said residence and shall have only a rear or side car entrance. Each residence shall contain a central heating plant with heat ducts, or convectors, or radiant or radiator heating facilities from each room. Floor furnaces or other single outlet heating units are specifically prohibited except when used in addition to the heating plants specified above. Fireplaces may be used where complete central heating system, as above, set out, is also installed. However, Lots 15, 42, 35, 40 and 20 are excepted from the 1,500 square foot minimum of heated space per dwelling, but nonetheless each of these lots shall never have a dwelling of less than 1,400 square foot heated floor area.
8. Rainbrook, its successors and assigns, shall have and hereby

reserves a right-of-way along the rear and side lines of the lots hereinabove described for pole lines and/or conduits for use in connection with supplying lights, power, water, sewer, gas, telephone or other utility service to said lots and to lots in other blocks adjacent thereto, and for installation and maintenance of drainage facilities.

9. Only one residence shall be erected upon any building lot permitted under these restrictions.

10. No sign board of any description shall be displayed on any of said lots, except signs "For Rent" and "For Sale", which signs shall not exceed 2 x 3 feet in size.

11. In the event of the violation of any of the building line restrictions, herein set forth, Rathbrock reserves the right by and with the mutual written consent of the owner or owners for the time being of such lot to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions and shall apply only to the lots effected.

12. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, reservations, restrictions and easements shall be covenants running with the land; but nothing herein contained shall be held to impose any restrictions upon or easement in any lot of the undersigned not herein specifically referred to, this instrument applying to and affecting only said lots shown upon the aforementioned map.

13. The restrictions herein imposed shall remain in full force and effect for a period of 30 years from the date hereof provided that the same may be removed by an instrument executed by the owners of at least 51% of the lots shown upon said recorded plat.

14. If the parties hereto, or either of them, or their successors or assigns, shall violate or attempt to violate any of the said covenants herein, it shall be lawful for any other person or persons owning real property situated in said development of subdivision subject to similar restrictions to prosecute any proceedings at law or in equity against

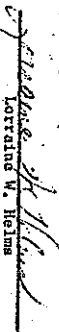
BOOK 256 PAGE 576

the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

15. 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.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands, this the 30 day of April, 1973.


Floyd A. Helms


Lorraine W. Helms

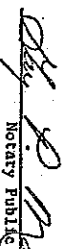

Leonard Starnes


Verla S. Starnes

STATE OF NORTH CAROLINA
COUNTY OF UNION

The execution of the foregoing instrument was this day duly acknowledged before me by Floyd A. Helms and wife, Lorraine W. Helms, and Leonard Starnes, and wife, Verla S. Starnes, for the purposes therein expressed.

Witness my hand and notarial seal, this 30 day of April, 1973.


Notary Public



My commission expires: 1-1-76

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Floyd A. Helms and wife is certified to be correct. This instrument was presented for registration and recorded in this office in Book 256, page 573.

This 30 day of April, 1973, at 3:00 o'clock P.M.
Floyd A. Helms BY Verla S. Starnes
Mary B. Cofferaker, Register of Deeds WCU