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BOOK 594 PARE 503

STATE OF NORTH CAROLINA

COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS BRITTANY DOWNS, PHASE II

Char land and Deed and WHEREAS, 1000 Carolina, is ance Township plat recorded unby, North Cunby, North Control ë MOSER ship, Union County arded in the office th Carolina, in Pl CONSTRUCTION 하다 wner er of a certain tra county, North Caro office of the Regi REALTY ç act INC. File File o ř. Ç हैं। |-រុំ

property a desires res for the use and benefit of the lessors and assigns and its future seasors and impose certain restrictive serty and the owners and holders. WHEREAS, e for the MOSER CONSTRUCTION the heir Company e grantees a covenants c D L G ŝ j⊶ • ct ts heirs, 9 spees, to MOK

ันธนะ រប្រជាធ្វ the following their Com <u>بر</u> ح n ere ere THEREFORE, foresai aubject hown lotu 1 0 0 U heirs, bu-nees, do hers the above considerat 8 00Ve anccessors of Constructi OWIN ğ 20 premises, a on & Realty saigns and t 1000 1 mpos and for their င္ပ each 73, and

blueprints. On may be erected on a lot. No a shall have a E C heated area. 19 t 5, 60 and Lot Not 48, 69, 7 perea. Lot No. 63 st prea. The heated at perast II can be reduced a single or double inc. reserves the rigi const building Two on. No. 63 shall heated area o an be reduced 1 17 911 ' No. v. 64 shall right ç inbs to 18 cont more . 앜 ge. Dan L. Moser Con o review and approve illy dwelling and its have any of <u>د</u> 0 minimum inimum of 1400 square fer ainimum of 1400 square fer E the above lote in BRITH D equare feet if the house C. Moser Construction & I , o E cemention. than ů. oncrete econfiguration the following s , 10, 11, 12 an j, ancillar ay be erect dwelling c blocks, reside hous Realty 132 ıı.

2. utdlities Basements and cable (installation, ision (CATV) maintenance and drainage fac. Q. rear ten (10) feet and each side five figures of the and over the within the assements, no structure, plantises of the very lot. I shall be placed or permitted to remain which was a continuoually by the owner of the lot, screek for through farthage channels, in the assements of the willier continuoually by the owner of the lot, screek for these improvements and assigns reserves the tight to create any of these coverants.

The owner construments and such shall be boated on any lot reserve the state that the same of the lot, screek for these improvements and assigns reserves the tight to create and supposes by the recording invalidate any of these coverants.

The reserve that the same of the lot, screek for these improvements and thinks any of these coverants.

The reserve that the same of the lot of the construct to a side street dening and utility installation purposes by the recording invalidate any of these coverants.

The reserve that the state or rights-of-way over unsald let or lot or side street like. Notwithstanding the foregoing, if the set back in the lot fronts, nor nearer than trenty five (25) feet to a like street like. Notwithstanding the foregoing, if the set back in the state is the lot of the lot of the lot of the lot on the street restrictive than twenty five (25) feet from the plat tenored and plat shall over the lot on the street restrictive set back requirements of the required above, the more restrictive set back requirements of the required above, the more restrictive set back requirements of the restriction to outside boundary and twenty five (25) feet from the restrictive set back requirements of the restriction to outside boundary and twenty five (25) feet from the lot on any lot on any lot on the state of the lot, and such have a poured to the lot, and such having an all over the lot on the state of the lot, and such having an all the state of the lot, and such many lot on the such and the state of the lot on the such and the state of the lot on the such and the state of the lot on the

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Filed for record

STATE OF NORTH CAROLINA

COUNTY OF UNION

Hime A:DI O'Clock E:JUDY G. PRICE, Register of Design

DECLARATION OF RESTRICTIVE COVENANTS
BRITTANY DOWNS EAST, PHASE I

005631

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. of Mineral Springs, North Carolina, is the owner of a certain tract of land located in Vance Township, Union County, North Carolina and described in plat recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet 12.,

North Carolina, in Plat Cabinet 12.,

File 13.5. and designated as BRITTANY DOWNS EAST, PHASE 1.

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. now desires for the use and benefit of their Company, its heirs, successors and sasigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan L. Moser Construction & Resity Co., Inc. for their Company, its heirs, successors and assigns and their future grantees and tessees, do hereby place and impose upon each of the following lots - Let Nos. 66 through 120 and 182 through 188 and Let No. 200 which lots are shown on the above referenced plat containing and included in the subject property the following restrictive covenants.

- 1. No dwelling creeted on a lot or any reconliguration of one or more contiguous lots shall contain less than 1100 Sq. Ft. of enclosed heated living area. The heated area on any of the above lots in BRITTANY DOWNS EAST, PHASE I, can be reduced up to 50 Square Feet if the house has either a single or double garage. Dan L. Moser Construction & Realty Co., Inc. reserves the right to review and approve any residential blueprints. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one tessidence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building.
- 2. Exsements for installation, maintenance and repair of utilities and cable television (CATV) and side five (5) feet of every fot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may exhauge the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the casements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is reserves the right to create and imposes additional easements or rights-of-way over unsold for or tots for street, drainage and utility installation purposes by the recording of appropriate instrument and such shall not be construed to invalidate any of these covenants.
- 3. No residential building shall be located on any lot mearer than twenty live (25) feet from the street right -of-way line of street on which the lot fronts, nor nearer than twenty five (25) feet to a side street line. Notwithstanding the foreigning, if the set back lines shown on the plat recorded in Plat Cabinet File of the Union County Registry are more restrictive than twenty five (25) feet required above, the more restrictive set back required above, the more restrictive set back requirements of the plat shall govern. No residential building shall be located on any lot nearer than forty (40) feet from rear of the lot on lots contiguous to outside boundary and twenty five (25) feet from either side of the lot on interior lots. No residential buildings shall be located on the lot five (5) feet from either side of the
- 4. Only household pets may be kept on a lot, and such animals cannot be kept, raised or bred for any commercial purposes. No savage animals shall be kept or maintained on any lot or in any dwelling. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their

owners in such manner as not to constitute or create a aussance to other property herein described. owners within the property

- 5. All homes to have a poured concrete driveway a minimum of ten (10) feet in width to begin at curb and extend at least to the front foundation area of the house.
- 6. All lots shall be used solely for a single family residential purposes only and no buildings shall be erected, placed, or permitted to remain on a lot or any reconfiguration of one or more configuous lots other than for the purpose of a single family dwelling.
- 7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the aubdivision.
- 8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the front comens of any dwelling erected on the

- (a) beats and beat trailers:
 (b) free standing radio or television transmission or reception towers, antenna, satellite dishes or dises;
 (c) swimming pools; jacuzzis or hot tubs;
 (d) transpolines;
 (e) fences or walls
 (e) fences or walls
 (e) fences or walls
 (finite shall not be parked or stored on any part of the lot not improved for that purpose, i.e.
 (e) Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e.
 (e) transport or parking pad. This paragraph does not preclude occasional overflow parking for or other reasonable purposes.
- No vehicles of any type which are abandoned, inoperative or dismanfled shall be allowed on property:
- 11. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish or other debris for collection by governmental or similar garbage and trash removal units.
- 12. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of any reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuinance to any owner of all or a part of the property herein described.
- 13. No lot or lots shall be combined or reconfigured without the prior written consent of Dan L. Moser Construction & Realty Co., Inc., its successors and sorigos.
- 14. These covenants are to run with the land and shall be binding upon all parties and all persona claiming under them for a period of twenty five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy five (75%) percent of the property shown on the recorded plat of BRITTANY DOWNS EAST, PHASE I, sign and record an agreement terminating these covenants.
- Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy five percent (75%) of the property shown on the recorded plat of BRITTANY DOWNS EAST, PHASE 1.
- The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of the restrictions and covenants which shall remain in full force and effect.

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17. The aforesald covenants the property described in Plat Cabinet of the Union County Registry, and according to parcel of land lying within the property. ions are imposed as a part of a ern plan for

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of $9/\gamma_{\star}$, 1993. by, shall run with the land and be enforceable by any owner of a ket cribed in Plat Cabinet D_{-} , File 38.-44

S. C. J. W. C. S. Varion County Mail to: Dan L Noser Construction & Resity Co., Inc. P.O. Box 350 Mineral Springs, NC 28108 SPAND ROLL Shepher a Notary Public of said County State Roll Roll Secretary personally came before me this day and acknowle Secretary on Inc., personally came before me this day and acknowle sutherity duly given and as the act of the corporation, the foregoing instrument President of the corporate seal, and attested by herself as its Scale Edition My commission Expires Witness my hand and official stamp or scal, this the _cl__day of news DAN L. MOSER CONSTRUCTION & REALTY CO., INC. Notary Public Marghard unty and State, certify that ewledged that she is corporation, and that by as signed in its name by its

NORTH CAROLINA - Union County
The foregoing certificate(s) of JUDY G. PRICE, REGISTER OF DEEDS ... day of ... (a) ... Notary Public of ... 652 Page. S.W.C. 432

TO: 7842821823 123 P.1/3

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CAROLINA CHORD THE WERLED . o o

STATE OF NORTH

COUNTY OF UNIO

Juby G. F. Filed for record • P F 0.13

DECLARATION OF RESTRICTIVE COVENANTS ERITTANY DOWNS EAST, PHASE II

springs, North Vance Township, the office of Cabinet D WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. of Mineral Carolina, is the owner of a certain tract of land located in Union County, North Carolina and described in plot recorded the Register of Deads of Union County, North Carolina in Plat the Register of Deads of Union County, North Carolina in Plat File 43 and designated as BRITTANY DOWNS EAST PHASE II. 5

the use and benefit of their Company, its heirs, successors and assigns its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders. DAN L. MOSER CONSTRUCTION & REALTY CO., INC. i o e desires for and

heirs, successors and assigns and their future grantaes and lessees, do her place and impose upon each of the following lots - Lot Nos. 121 through 181 and 189 through 199 which lots are shown on the above referenced plat containing and included in the subject property the following restrictive NOW, REFORE, REFORE, in consideration of the premises, inc. Moser Construction & Realty Co., Inc. Inc. H O and for the purpose lessees, do hereby their Company,

contiguous dwelling and double one residenc right to revi aforementioned, may be begun. No dwelling or blocks, other than for can be re garage loks shall its encillary buildings may dwelling erected on a lot or any reconfiguration of one or more is shall contain less than 1100 sq. ft. of enclosed heated livil stated area on any of the above lots in BRITTANY DOWN'S EAST, PHAS duced up to 50 square feet if the house has either a single of Dan L. Moser Construction & Realty Co., Inc. reserves the ew and approve any residential may be erected on rected on a lot. No encillary building, as erected until construction of the dwelling has been ancillary building shall have outside exposed concrthe foundation of the building blueprints. concrete family PHASE living

2. Eagements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the above referenced plat and over the rear ten [10] feet and each side five(5) feet of every lot. Within the easements, no structure, planting or other install shall be placed or permitted. a public aut direction of or retard installation continuously 910 ď <u>-</u> hority or utility company is responsible a Realty Co., Inc. for their Company, 19 right to create and impose additional e s of each lot and maintenance of the utilities, or which may change the flow of drainage channels in the essements, or which may obstruct through drainage channels in the essements. The by the remove and Ç the lot, except 1 (B improvements in it shall be maintained for those its successors improvements Dan L. Moser rights-of-way Ü which

BK 709P6800

invalidate any the recording of these convenents. 0 lots for 物汁だのなけ、 drainage and utility installation truments and such shall not be com construed to

OVET

- recorded in Plat Cabinet 1) , File building then twenty five (25) feet required above, the more more restrictive than twenty five (25) feet required above, the more more restrictive set back requirements of the plat shall govern. No residential restrictive set back requirements of the plat shall govern. No residenty (40) feet from rear of building shall be located on any lot nearer than forty (40) feet from building shall be the lot on lots contiguous to outside boundary and twenty five (25) feet from the lot on lots contiguous to outside boundary and twenty five (25) feet from the lot on lot on interior lots. No residential buildings shall be lot fronts, nor neerer than fifteen (15) feet to a side street line. Notwithstanding the foregoing, if the set back lines shown on the plat recorded in Plat Cabinet () . File ways "by the Union County Registry located on z gd J ລ esidential building shall b) feet from the streat r 101 Tive (5) feet from either side of right-of-way on any lot nearer line of streat Ö whiich
- kept, raised or bred for any commercial purposes. No savage animal kept or maintained on any lot or in any dwelling. Livestock related or food production shall not be permitted on a lot. All animals a maintained by their owners in such manner as not to constitute or nuisance to 4. Only other property owners household pets may be kept on a lot, threat for any commercial purposes. t Die property herein described. Livestock related and such animals shall enimals cannot enimals shall create Ď. detry Ď.
- eres eres 5 Width 71 to begin at homes to have a curb poured concrete driveway かなが extend Least nt O gu t ٥ front foundation minimum of ten (10)
- Purposes only than for remein on rt Tie 0 lots shall be used solely for a single family residential and no buildings shall be exected, placed, or permitted to t or any reconfiguration of one or more contiguous lots other surpose of a single family dwelling.
- subdivision. permanently. mobile home, erected construction obile home, trailer, basement, shack, tent, gard similar nature shall be used as a residence on armanently. This section shall not prevent the construction trailers during the construction of OH ξ± }--owed to esidence, remain on building, ng, structure of a temporary and in a lot or any contiguous property, and in a lot or any contiguous property, and is a residence on a lot, either temporal not prevent the use of model homes all not prevent the use of model homes as temporary nature shall be temporarily ar building C TO 9 0
- damage thereto be erected or I dwelling exects 1.mproveme 記品の by fire or other located closer to S thereon in a suitable state of repair, promptly repairing fire or other casualty. None of the following items shall cated closer to the front yard than the front corners of an the shall 104: keep 718 lot orderly condition and shall keep of any shall
- trailers;
- 99 free COWBIS, standing radio or television transmission antennas, , satellite dishes or jacuzzis or hot tubs; reception
- trampolines;
- <u>a</u> <u>c</u>
- fences

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This perdgraph other reasonabl 9. improved for that purpose, i.e. s graph does not preclude sonable purposes. Relicies shall not be parked or stored on any part ourpose, i.e. garage, driveway, carport or garage, driveway, carport or occasional overflow parking | for guests of of the lot not

type which are abandoned, inoperative

dismant l 0 o. No vehicles of any shall be allowed 9 property.

11. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish or other debris for collection by governmental or similar garbage and trash removal units.

tots, no 2. No noxious, offensive, or illegal activity shall be carried on upor d an assembly of a lot of any reconfiguration of one or more contiguous that shall anything be done thereon which may be or become an annoyance ance to any owner of all or a part of the property herein described. contiguous noqu

written nu18 consent of Dan L. No lot or lots shall be combined or reconfireconfigured without the prior Co., Inc., its

successors and essigns.

- 14. These covenants are to run with the land and shall be binding upon all parties and all parsons claiming under them for a period of twenty five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of a least seventy five (75%) percent of the property shown on the recorded plat of BRITTANY DOWNS EAST, PHASE II, sign and record an agreement terminating these covenants.
- BRITTANY DOWNS EAST, and cov 5. Any modification, conents shall be made five percent (75%) PHASE , amendment, or other charge in these restrictions e only with the approval of the owners of at least of the property shown on the recorded plat of ii.
- is, The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.
- and be or the Union Į, development plan enforceable described -1 3 0 eforeseld covenants and restrictions are imposed as a part of pment plan for the property described in plat Cabinet _____, Figure 1 and Figure 2 and accordingly, shall run with the languages by any owner of a lot or parcel of land lying within the ribed in plat Cabinet _____, File _____, 644, 645 part of land 0

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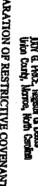


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STATE OF NORTH CAROLINA
COUNTY OF UNION

That for record 0 - 16-97
Date 11:30 Steeck A re
Time 11:30 Steeck of Decis
JUNY G. PROX. Register of Decis
Urion County, Morrice, North Carolina

SCV. 10/13/97



DECLARATION OF RESTRICTIVE COVENANTS
BRITTANY DOWNS ESTATES SUBDIVISION

Carolina is the owner of a certain tract of land located in Vance Township, Union County, North as Brittany Downs Estates Subdivision WHEREAS, DAN MOSER COMPANY, INC., P.O. Box 350 Mineral Springs, North

WHEREAS, Dan Moser Company, Inc. now desires for the use and benefit of their Company, it heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan Moser Company, Inc., for their Company, it is heirs, successors and assigns and their future grantees and lessees, do hereby place and impose the following restrictions included in the subject property the following restrictive covenants.

0.2.5.73

- 1. No dwelling erected on a lot or any reconfiguration of one or more contiguous lots all contain less than the following: if a single family dwelling has a double garage then the square otage of enclosed heated living area can be a minimum of 1100 square feet; if a single family welling has a single garage then the square footage of enclosed heated living area can be a minimum.
- (CATV) and drainage facilities are reserved as shown on the above referenced plat and over the rear ten (10) fret and each side five (5) feet of every lot. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the investigation and maintenance of the milities.

BK1020P60143

reserves the right to create and impose additional easements or rights-of-way over u for street, chainage and utility installation purposes by the recording of appropriate such shall not be construed to invalidate any of these coverants. nsible. Dan Moser Company, Inc. for their company, its successores and impose additional easements or rights-of-way over ors and assigns

3. No residential building shall be located on any lot nearer than 25 feet from the street tiph-of-way line of street on which the lot fronts, nor nearer than 15 feet to a side street line. File: \(\frac{1}{2}\) is of the Union County registry are more restrictive than the 25 feet required above, the nore restrictive set back requirements of the recorded plat shall govern. No residential building shall be located on any lot nearer than 40 feet from the rear of the lot on lots contiguous to outside coundaries, and 25 feet from the rear of the lot on interior lots. No residential buildings shall be located on the lot nearer than 5 feet from any side lot line.

NOTE: In case of conflict, all setbacks shown on recorded Plat will control

- All homes to have poured concrete driveway a minimum of ten (10) feet in width to and extend at least to the front foundation area of the house.
- 5. Only or bred for any con in any dwelling. Livestock related to dairy or food production shall Household pets shall be maintained by their owners in such manner as n nuisance to other property owners within the property herein described. Only household pets may be kept on a lot, and such animals may not be kept, raised y commercial purposes. No savage animals shall be kept or maintained on any lot or g. Livestock related to dairy or food production shall not be permitted on a lot is shall be maintained by their owners in such manner as not to constitute or create a
- 6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed or permitted to remain on a lot or combination of a lot and other contiguous property other than for the purpose of a single family dwelling.
- 7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.
- 8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:
- (a) boats and boat trailers;
- (b) free standing radio or television transmission or reception towers, antenna satellite dishes or discs;
- (c) swimming pools; Jacuzzis, or hot tube
- (d) transpoline

BU 02080114

(c) fences or walls

- 9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport, or parking pad. This paragraph does not preclude occasional overflow for guests or other reasonable purposes.
- 10. No permanent brick, stucco or stone mailboxes are to be buil contractor or the homebuyer that would infinge upon any of the street right-of-way on the recorded plat in the Union County Registry until such time that N.C.D.O.T the roads for maintenance. Also, no homeowner shall erect a permanent basketha infringe upon any of the street right-of-ways which are listed on the recorded County Registry. oxes are to be built by the original e street right-of-ways which are listed time that N.C.D.O.T. takes over all of permanent basketball goal that would ted on the recorded plat in the Union
- ii. allowed on pr No vehicles of any type which are abandoned, inopen nthed shall be
- 12. No trash, rubbish, stored materials or similar unsightly thems allowed except temporary ts of trash, rubbish, or other debris for collection by governmental or similar garbage and trash
- 13. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot of reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nulsance to any owner of all or part of the property herein
- Dan Moser Cor **=** No lot or lots shall be combined or reconfigured without the prior surpany, Inc., its successors and assigns.
- erminating these co 15. These coverants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these coverants are excerted; after which time said coverants shall be automatically extended for successive periods of an (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the ecoorded plat of BRITTANY DOWNS ESTATES SUBDIVISION sign and record an agreement
- 16. Any modifications, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of BRITTANY DOWNS ESTATES SUBDIVISION.
- 17. The invalidation of unenforceability of any part thereof by judgment or order of a competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.
- 18. The aforesaid covenants and restrictions are imposed development plan for the property described in Map Book Cabinet Pages 845 4 846

BK 1020P601145

DAN MOSER COMPANY, INC.

Da- & Musin

ATTEST

SEAL SEAL

NORTH CAROLINA

UNION COUNTY

Winess my hand and official stamp or seal, this the 14th day of October

Notary Public

My commission expires: 10/5/4

The toregoing continues of Soul H.

return to:

Dan Moser Company, Inc.
P.O. Box 350

P.O. Box 350

Mineral Springs, NC 2810

BK 1 069PG0017

Time 17: 30 octock 15: Time 17: 18: Register of Deeds

AMENDMENT TO RESTRICTIVE COVENANTS FOR BRITTANY DOWNS ESTATES

E COVENANTS FOR

COVENANTS FOR -

us 7 5 53 is Restrictive Covenants for Brittany Downs Estates Subdivision which was recorded in ap Book Cabinet E Pages 845 & 846 on 10/16/97 is to be amended as follows:

Item #1: The restrictions on a one story house shall contain not less than 1,050 square feet of enclosed heated living area. A multi-story dwelling should have a minimum area of 1,200 square feet of enclosed heated living area. A one car or a two car garge would be optional.

All other restrictions and covenants to remain the same as the original Restrictive Covenants for Brittany Downs Estates Subdivision which was recorded in Map Book Cabinet E Pages 845 & 846 on 10/16/97.

DAN MOSER COMPANY, INC.

By: De In 1875

(Please return the recorded document Dan Moser Const. P. O. Box 350 Mineral Springs, NC 28108)

ATTEST AND AND SECOND

of the Union County Registry, and accordingly, shall run with the land and be inforceable by any owner of a lot or purcel of land lying within the property described in Map 300k Cabinet E. Pages 845 & 846.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the Dehmor March 1991.

DAN MOSER COMPANY, INC.

-

ATTEST

SEAL SEAL

NORTH CAROLINA

UNION COUNTY

I. LACH H. HALINDER M. Notary Public of said County and Stute, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan Moser Company, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

witness my hand and official stamp or scal, this the 10th day of March

Slag

My commission expires: 105 98

Dan Moser Company, Inc. P. O. Box 350 Mineral Springs, NC '2810

-

ha dorogoing oppification of the Country Fush

to be correct. Filed for roce of title 23 day

OX GIPHICE, REQUISITED OF DEEDS

BK 1088P60860

AMENDMENT TO RESTRICTIVE COVENANTS FOR BRITTANY DOWNS ESTATES

tem #1: None of the following items shall be erected or located closer to the front yard than the front corners of any dwelling erected on the lot: (a) Free standing radio or tele-ision transmission or reception towers, antennas, satellite dishes or discs; (b) swimming tools, Jacuzzis, or hot tubs; (c) trampolines; (d) fences or walls.

All other restrictions and covenants to remain the same as the original Restrictive Covenants for Brittany Downs Estates Subdivision which was recorded in Map Book Cabinet E Pages 845 & 846 on 10/16/97.

IN WITNESS WHEREOF, the parties has of the _______ day of _______, 1998. executed this Declaration under scal

DAN MOSER COMPANY, INC.

043086

RECORDED A

NORTH CAROLINA

BK 1 088P60861

UNION COUNTY

day of April

North Public

O. PRICE, REGISTER OF DEEDS