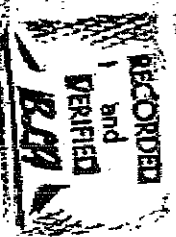


*122 amendments  
to 123*



BOOK 594 PAGE 503

STATE OF NORTH CAROLINA

COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS  
BRITTANY DOWNS, PHASE II

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. of Charlotte, 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 D, File 221+221 and designated as BRITTANY DOWNS, PHASE II.

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. now desires for the use and benefit of their Company, its 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 L. Moser Construction & Realty Co., Inc. for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each of the following lots - Lot Nos. 2 through 26 and 46 through 73, which lots are shown on the above referenced plat containing and included in the subject property the following restrictive covenants.

1. No dwelling erected on a lot or any reconfiguration of one or more contiguous lots shall contain less than the following square feet of enclosed heated living area. Lot Nos. 9, 10, 11, 12 and 13 shall have a minimum of 1000 square feet of heated area. Lots Nos. 2, 3, 4, 5, 6, 8, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 46, 57, 58, 59, 60 and 61 shall have a minimum of 1100 square feet of heated area. Lot Nos. 7, 14, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 62, 66, 67, 68, 69, 70, 71, 72 and 73 shall have a minimum of 1200 square feet of heated area. Lot No. 65 shall have a minimum of 1350 square feet of heated area. Lot 64 shall have a minimum of 1400 square feet of heated area. Lot No. 63 shall have a minimum of 1400 square feet of heated area. Lot No. 63 shall have a minimum of 1400 square feet of heated area on any of the above lots in BRITTANY DOWNS, PHASE II 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 residence 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. Basements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities

BOOK 594 PAGE 504

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 material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change 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 easements. 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 responsible. Dan L. Moser Construction & Realty Co., Inc. for their Company, its successors and assigns reserves the right to create and impose additional easements or rights-of-way over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than twenty five (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 foregoing, 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 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 the rear of the lot on interior lots. No residential buildings shall be located on the lot five (5) feet from either side of the lot.

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 nuisance to other property owners within the property herein described.

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 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 contiguous 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

RECORDED  
and  
VERIFIED

BGS

BK 652PG432

Filed for record 9-3-03

Date 2:01 o'clock P.M.

JUDY G. PRICE, Register of Deeds  
Union County, Macon, North Carolina

STATE OF NORTH CAROLINA  
COUNTY OF UNION

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 D, File ~~338~~ 444 and designated as BRITTANY DOWNS EAST, PHASE I.

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. now desires for the use and benefit of their Company, its 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 L. Moser Construction & Realty Co., Inc. for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each of the following lots - Lot Nos. 66 through 120 and 182 through 188 and Lot 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 erected on a lot or any reconfiguration 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 residence may be erected on a lot. No ancillary building, as aforesaid, 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. Easements 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 material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 responsible. Dan L. Moser Construction & Realty Co., Inc. for their Company, its successors and assigns reserves the right to create and impose additional easements or rights-of-way over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than twenty five (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 foregoing, if the set back lines shown on the plat recorded in Plat Cabinet D, File 444 of the Union County Registry are more restrictive than twenty five (25) feet 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 the rear of the lot on interior lots. No residential buildings shall be located on the lot five (5) feet from either side of the lot.

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

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

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 contiguous 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 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 front corners of any dwelling erected on the lot:

- (a) boats and boat trailers;
  - (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or dishes;
  - (c) swimming pools; jacuzzis or hot tubs;
  - (d) trampolines;
  - (e) 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 parking for guests or other reasonable purposes.

10. No vehicles of any type which are abandoned, inoperative or dismantled 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 nuisance 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 assigns.

14. These covenants 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 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.

15. 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 I.

16. 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.

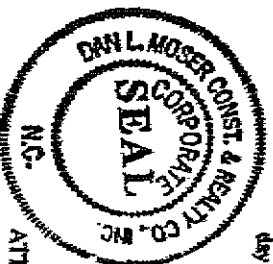
BK 652 PG 434

17. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet D, File 438 - 444 of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet D, File 438 - 444.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the day of 9/2, 1993.

DAN L. MOSER CONSTRUCTION & REALTY CO., INC.

By: Dan L Moser  
President



ATTEST

Sharon Ball  
Secretary

North Carolina  
Union County

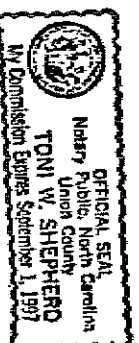
Toni W. Shepherd, a Notary Public of said County and State, certify that Sharon Ball personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty Co., Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing 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 seal, this the 21 day of Sept, 1993.

My commission Expires: \_\_\_\_\_

Toni W. Shepherd  
Notary Public

Mail to: Dan L. Moser Construction & Realty Co., Inc.  
P.O. Box 350  
Mineral Springs, NC 28108



NORTH CAROLINA - Union County Toni W. Shepherd  
The foregoing certificate(s) of \_\_\_\_\_

Notary Public of Union Co., N.C.

Is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 652 Page 432  
this 3rd day of September, 1993 at 2:01 o'clock P.M.  
JUDY O. PRICE, REGISTER OF DEEDS By: Judy O. Price Ass/Regisr

BK709PG799

RECORDED  
and  
INDEXED

BCS

Filed for record  
Date 5-MAY-2006 M.  
Time 1:30  
JUDY G. FORT  
Union Co. Clerk

Reference  
BGS

STATE OF NORTH CAROLINA

COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS  
BRITTANY DOWNS EAST, PHASE II

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 File # 199-13 and designated as BRITTANY DOWNS EAST PHASE II, Cabinet D 199-13 by 5.

WHEREAS, DAN L. MOSER CONSTRUCTION & REALTY CO., INC. now desires for the use and benefit of their Company, its 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 L. Moser Construction & Realty Co., Inc. for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby 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 covenants.

1. No dwelling erected on a lot or any reconfiguration 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 II, 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 residence 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.

025001

2. Easements 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 material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change 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 easements. 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 responsible. Dan L. Moser Construction & Realty Co., Inc. for their Company, its successors and assigns reserves the right to create and impose additional easements or rights-of-way

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over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than twenty five (25) feet from the street right-of-way line of street on which the lot fronts, not nearer than fifteen (15) feet to a side street line. Notwithstanding the foregoing, if the set back lines shown on the plat recorded in Plt Cabinet 1, File 643, Vol the Union County Registry are more restrictive than twenty five (25) feet 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 the rear of the lot on interior lots. No residential buildings shall be located on the lot five (5) feet from either side of the lot.

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 nuisance to other property owners within the property herein described.

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 contiguous 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 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 front corners of any dwelling erected on the lot:

- (a) boats and boat trailers;
- (b) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs;
- (c) swimming pools; jacuzzis or hot tubs;
- (d) trampolines;
- (e) fences or walls

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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 parking for guests or other reasonable purposes.
10. No vehicles of any type which are abandoned, inoperative or dismantled 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 nuisance 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 assigns.
14. These covenants 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 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.
15. Any modification, amendment, or other charge 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 II.
16. 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.
17. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet D, File 43,644 of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet D, File 43,644, 645.



RECORDED  
and  
INDEXED  
JUN 5 1997

BK1020PG0142

STATE OF NORTH CAROLINA      Filed for record      10-16-97  
COUNTY OF UNION      Date      11-30-97  
JUN 6 1997, Register of Deeds  
Union County, Moore, North Carolina

REV. 10/13/97

239

DECLARATION OF RESTRICTIVE COVENANTS  
BRITANY DOWNS ESTATES SUBDIVISION

WHEREAS, DAN MOSER COMPANY, INC., P.O. Box 350 Mineral Springs, North Carolina is the owner of a certain tract of land located in Vance Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Map Book Cabinet E, Pages 845-846, and designated as Britany Downs Estates Subdivision.

WHEREAS, Dan Moser Company, Inc. now desires for the use and benefit of their Company, its 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, its 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.

02579

1. No dwelling erected on a lot or any reconfiguration of one or more contiguous lots shall contain less than the following: if a single family dwelling has a double garage then the square footage of enclosed heated living area can be a minimum of 1100 square feet; if a single family dwelling has a single garage then the square footage of enclosed heated living area can be a minimum of 1200 square feet; if a single family dwelling has no garage then the square footage of enclosed heated living area can be a minimum of 1300 square feet. Dan Moser Company, 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. No more than one residence 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. Easements 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 material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change 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 easements. 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

BK1020P60143

company is responsible. Dan Moser Company, Inc. for their company, its successors and assigns reserves the right to create and impose additional easements or rights-of-way over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than 25 feet from the street right-of-way line of street on which the lot fronts, nor nearer than 15 feet to a side street line. Notwithstanding the foregoing, if set back lines shown on the plat recorded in Plat Cabinet E --, File 275, of the Union County registry are more restrictive than the 25 feet required above, the more 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 boundaries, 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.

4. All homes to have 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.

5. Only household pets may be kept on a lot, and such animals may not 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. Household pets shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.

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, antennas, satellite dishes or discs;
- (c) swimming pools, Jacuzzis, or hot tubs;
- (d) trampolines;

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(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 built by the original contractor or the homeowner that would adjoin upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry until such time that N.C.D.O.T. takes over all of the roads for maintenance. Also, no homeowner shall erect a permanent basketball goal that would infringe upon any of the street right-of-ways which are listed on the recorded plat in the Union County Registry.
11. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.
12. 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.
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 nuisance to any owner of all or part of the property herein described.
14. No lot or lots shall be combined or reconfigured without the prior written consent of Dan Moser Company, Inc., its successors and assigns.
15. These covenants 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 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 percent (75%) of the property shown on the recorded plat of BRITTANY DOWNS ESTATES SUBDIVISION sign and record an agreement terminating these covenants.
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 court of 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 as part of a common development plan for the property described in Map Book Cabinet 6, Pages 845 & 846

BK1020P50145

\_\_\_\_\_, of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet \_\_\_\_\_, Pages S45 + 846.

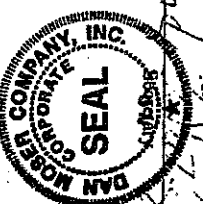
IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of October 12, 1997.

DAN MOSER COMPANY, INC.

ATTEST:

By: Dan Moser  
President

Emil J. [Signature]  
Secretary



NORTH CAROLINA  
UNION COUNTY

I, Debra H. Hayward, a Notary Public of said County and State, 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 seal, this the 12<sup>th</sup> day of October, 1997.

Debra H. Hayward  
Notary Public



My commission expires: 10/26/98

return to:  
Dan Moser Company, Inc.  
P.O. Box 350  
Midland Springs, NC 28108

The foregoing certificate(s) of Debra H. Hayward, N.P., is/are  
certified to be correct. This instrument, and certificate are duly registered at the date and time and in the Book and Page shown in the first page hereof.  
Notary G. Price By: Barbara G. Stewart  
Register of Deeds  
Union County, NC

BK1069PG0017

Filed for record 3-13-98  
Date 11-30 o'clock A.M.  
Time 6:00 P.M. Register of Deeds  
Jury County, Moore, North Carolina

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
BRITTANY DOWNS ESTATES

pl. 5.71

037563  
The Restrictive Covenants for Brittany Downs Estates Subdivision which was recorded in Map 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 garage 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.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the day of March, 10, 1998.

DAN MOSER COMPANY, INC.

ATTEST:

By: [Signature]  
President

[Signature]  
Secretary

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



RECORDED  
and  
INDEXED  
MAR 13 1998

BK1069P60018

of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Map Book Cabinet E, Pages 843 & 846.

IN WITNESS WHEREOF, the parties hereto executed this Declaration under seal as of the 10th of March, 1998.

DAN MOSER COMPANY, INC.

ATTEST:

By: Dan Moser  
President

Cynthia H. Hayward  
Secretary



NORTH CAROLINA

UNION COUNTY

I, Cynthia H. Hayward, a Notary Public of said County and State, 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 seal, this the 10th day of March, 1998.

Cynthia H. Hayward  
Notary Public

My commission expires: 10/5/98

Return to:  
Dan Moser Company, Inc.  
P. O. Box 330  
Mineral Springs, NC 28108

NORTH CAROLINA - UNION COUNTY  
The foregoing certificate is of  
Cynthia H. Hayward  
of March 10, 1998 Notary Public  
leave certified  
of March 10, 1998 at 11:30 A.M.  
AUD G. PRICE, REGISTRAR OF DEEDS  
BY Shirley E. Price, R.P.

BK1088PG0860

Filed for record  
Date 4/30/98  
Time 12:00 o'clock P.M.  
JUV & PROB. Register of Deeds  
Union County, North Carolina

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
BRITTANY DOWNS ESTATES

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

Item #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 television transmission or reception towers, antennas, satellite dishes or discs; (b) swimming pools, 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 hereto executed this Declaration under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

DAN MOSER COMPANY, INC.

ATTEST:

By Dan Moser  
President

Carol White  
Secretary

Please return recorded document to:  
Dan Moser Company  
P. O. Box 350  
Mineral Springs, NC 28108

043086

RECORDED  
AND  
VERIFIED  
MAM



NORTH CAROLINA

UNION COUNTY

DK1088PG0861

I, JOEL H. HAYWOOD, a Notary Public of said County and State, certify that Cindy Whitley personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty 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 seal, this the 30<sup>th</sup> day of April, 1998.

JOEL H. HAYWOOD  
Notary Public

My commission expires 10/5/99

NORTH CAROLINA - UNION COUNTY  
The foregoing certificate of  
JOEL H. HAYWOOD  
Notary Public  
of Union County is/are certified  
to be correct. Filed for record this 30<sup>th</sup> day  
of April, 19 98 at 12:00 PM.  
JUDY G. PRICE, REGISTER OF DEEDS  
BY: WANDA L. CROOK  
Assistant