

526-28

BROOKGREEN PROPERTY OWNERS  
COVENANTS AND RESTRICTIONS

WHEREAS, THE UNDERSIGNED, BROOKGREEN, ARE ENGAGED IN A REAL ESTATE DEVELOPMENT UPON CERTAIN LANDS IN CHEROKEE COUNTY, MURPHY TOWNSHIP, NORTH CAROLINA BEING PARTICULARLY BOUNDED AND DESCRIBED ON PLAT B-166 IN THE OFFICE OF REGISTER OF DEEDS, CHEROKEE COUNTY, NC.

AND WHEREAS, IT IS THE PLAN OF THE DEVELOPERS TO DEVOTE SAID LAND EXCLUSIVELY FOR RESIDENTIAL PURPOSES; and, DOES HEREBY GRANT AND CONVEY A 30 FOOT EASEMENT ON ALL ROADS FOR ALL OWNERS OF BROOKGREEN.

WHEREAS, IT IS A PART OF THE DEVELOPMENT PLAN OF SAID LANDS THAT THE SAME SHALL BE RESTRICTED ACCORDING TO THE USE AND DEVELOPMENT;

AND THEREFORE, in consideration of the premises and for the protection of the purchasers of said lands in this development, this declaration and agreement is made:

Each and every conveyance of any lot or tracts out of said lands by the developer shall be subject to conditions, reservations, covenants and agreements which shall run with the lands as follows:

1. Great care must be exercised in locating septic tanks to prevent seepage and/or overflow from entering springs, streams, lakes, wells or upon the property of others, no outhouses or privies allowed, except during period of construction. Trees, wood, timber, shrubs, plants, flowers, rocks, stones, top soil etc. shall not be removed by any person except from his or her own property.
2. Garbage, and/or trash shall not be placed or thrown anywhere on development except in receptacles provided by owners. The final disposal of trash and garbage is the responsibility of each individual property owner.
3. Old unlicensed, unusable or discarded motor vehicles or any part thereof shall not be placed or left anywhere on the premises.
4. Old unusable household appliances or parts thereof shall not be placed or left anywhere on this property.
5. No objects shall be thrown on grounds or streams of any part of this property.
6. Every property owner, all members of their families and their guests shall conduct themselves at all times with dignity and discretion to assure the complete privacy of their neighbors and to protect their right to quiet enjoyment of this property.
7. The continued value of this property and the joy of living thereon is dependent entirely on the property owners, their families and guests, therefore, in addition to the above regulations, all property owners shall keep their property neat and clean at all times, in keeping with the natural beauty of these lands and any and all improvements made thereto.
8. No outside fire shall be left unattended at any time.
9. No livestock what so ever shall be kept upon any portion of these lands.
10. Dogs and cats must be confined to their owners property, vicious dogs are not allowed.
11. Houses, once started, must be under roof and completed on the outside in six months. All houses must have solid foundation. No Piers only allowed.
12. No buildings of concrete blocks, cinder blocks, etc, will be erected unless the outside is covered with some kind of siding or painted or stuccoed to blend in with the natural beauty of the property.
13. Commercial enterprises will not be allowed.
14. Mobile homes and house trailers shall not be allowed on the lands. Recreation vehicles are not subject to this exclusion.
15. Houses must contain a minimum of 750 square feet exclusive of carports, garages, porches.
16. No lot of less than  $1\frac{1}{2}$  acres may be further sub-divided.
17. All buildings must have a minimum setback of 15 feet from front and side property lines.

18. The developers will maintain the roads until the beginning of 1987 or until the lots are sold at which time the roads will be turned over to the Property Owners or to a PROPERTY OWNERS ASSOCIATION.

19. All roads designated upon the recorded plats pertaining to BROOKGREEN are reserved for roadway and utility purposes and all lots are to be sold subject to such part of said roadways as are included in their description. ALL lot owners are given a right-of-way upon all roadways from the public roads to their property. The DEVELOPERS reserve the right to grant to the North Carolina Hiway Commission right-of-way according to state requirements upon the roads as set forth upon said recorded Plat.

20. In the event that for any reason any one or more of the foregoing covenants and restrictions shall be construed by judgment or decree of any court of records to be invalid such action shall in no way affect any other provisions, which shall remain in full force and effect, the developer hereby declaring that said restrictions are not interdependent but severable: and any other would have been adopted even without the others.

Neither the undersigned, nor any party or parties claiming under them, shall or will convey, devise, demise any of said lots or any part of same except as being subject to said covenants, conditions, restrictions and reservations. The same shall, after the recording of this instrument run with deed be appurtenant to said land and every part thereof, as full as if expressly contained in proper and obligatory covenants or conditions in each and every contract of conveyance of/or concerning any part of said land or the improvement to be made thereon.

If the developer or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for the developer or any person or persons owning any lot in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or her or them from doing so and to recover damages therefor.

WITNESS my hand and seal this 4th day of September, 1985.

BROOKGREEN SUBDIVISION

J. Russell Lee (seal)  
J. RUSSELL LEE

Max Payne (seal)  
MAX PAYNE

Jean M. Lee (seal)  
JEAN M. LEE

Margie Payne (seal)  
MARGIE PAYNE

STATE OF NORTH CAROLINA, COUNTY OF CHEROKEE

I, Deborah K. Brendle, a Notary Public of said State and County, do hereby certify that J. Russell Lee, Jean M. Lee, Margie Payne & Max Payne personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of September, 1985.

My Commission expires 10-25-89  
Deborah K. Brendle NOTARY PUBLIC

STATE OF NORTH CAROLINA  
COUNTY OF CHEROKEE

Each of the foregoing certificate, or certificates, namely of

Deborah K. Brendle  
a Notary or Notaries Public of the County and State designated is certified to be correct and filed for registration on the 9 day of Sept. 1985 in book 5216 at page 68 at 11:27 o'clock AM

ANDREW J. CARTER, REGISTER OF DEEDS

BY: Ray Jackson  
DEPUTY