

0300
0512

RECORDED
and
VERIFIED
[Signature]

BOOK 300 PAGE 512

STATE OF NORTH CAROLINA
UNION

COUNTY OF ~~MECKLENBURG~~

R-E-S-T-R-I-C-T-I-O-N-S

[Signature]

WHEREAS, Ed Griffin Company, of Mecklenburg County, North Carolina, owns a certain tract of land known as ~~BRACON HILLS~~ Revision of Sect. 1 and Sect. III as shown in Map Book 7 at page R of the ~~Mecklenburg~~ County, North Carolina, Public Registry;

AND WHEREAS, Ed Griffin Company, the owner of all of the lots shown on said map, now desires for the use of itself, its successors and/or assigns, to place and impose certain protective covenants and restrictions upon all of the lots shown upon said map:

W-I-T-N-E-S-S-E-T-H:

NOW THEREFORE, in consideration of the premises, Ed Griffin Company, for itself, its successors and/or assigns, does hereby place and impose upon all of the lots and lands shown upon said map, the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any of the lots other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot at a cost of less than 12,000 based upon cost levels prevailing on the date those covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1150 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one-story.
3. (a) No building shall be located on any lot nearer to the front lot lines nor nearer to the side street lines than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
 - (b) No building shall be located nearer than ten (10) feet to an interior lot line.
 - (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - (d) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved in writing by Ed Griffin Company.

0300
0513

BOOK 300 PAGE 513

(e) In the event of the unintentional violation of any of the building line restrictions hereinabove set out, Ed Griffin Company hereby reserves the right, by and with the consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in this instrument; provided, however, that no such change shall exceed 10% of the marginal requirement of said building line restriction.

4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change or interfere with the installation and maintenance of utilities, 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.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

10. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

0300
0514

BOOK 300 PAGE 514

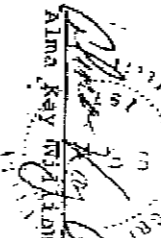
13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, ED GRIFFIN COMPANY has by the authority of its Board of Directors caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed.

This 18th day of August, 1977.

(Corporate Seal)
Attest:

ED GRIFFIN COMPANY


Alma Key Williams, Secretary

By: Edward C. Griffin
Edward C. Griffin, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 18th day of August, 1977, personally came before me Edward C. Griffin, who being by me duly sworn, says that he is the President of Ed Griffin Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Company, and that said writing was signed and sealed by him, in behalf of said corporation by its authority duly given, and the said Edward C. Griffin acknowledged the said writing to be the act and deed of said Corporation.

Edward C. Griffin
Notary Public
My Comm. Exp: 10-11-81



* Mail to:
Alma Key Williams
Charlotte, N.C. (Kendall)
P.O. Box 1394
Mecklenburg, N.C. 28105

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate (s) of Edward A. Buels

Notary (Notaries)
Public of Mecklenburg County, State of N.C. is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 300 Page 514. This 18th day of August 1977 at 11:15 o'clock A.M.
Mary B. Garriker-Register of Deeds By: Grant J. Maxine Deputy

1922

Attn: Connie

CABARRUS COUNTY
FILED
01/20/2005 10:26 AM
LINDA F. MCABEE
Register of Deeds
BY: Deputy/Asst.
FACISE ~~TX~~ \$0.00

Prepared by Black, Rogers, Ruch, Grossman & Hastings, PLLC

NORTH CAROLINA

12/16/06 UR

NON WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 25th day of October, 2004, by ELTON M. ROBERSON and wife, PATRICIA G. ROBERSON; ADRIAN A. ROBERSON and wife, TRACY H. ROBERSON; and KIRBY B. ROBERSON, SR. and wife, DEBORAH B. ROBERSON; Grantors, to PEGGY S. WHITTAKER (unmarried), Grantee whose mailing address is 215 Watauga Drive, Boone, NC 28607.

The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H :

That the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land, more particularly described as follows:

Lying and being in Ward No. 5 of the City of Concord, North Carolina, and being Lots Nos. 4 and 5 in Block "B" of the property of Locke Cotton Mills Company, as surveyed and platted, a copy of which plat is recorded in Map Book 10, page 31 to which map book and page reference is hereby made for a complete description thereof by metes and bounds.

Grantors are heirs at law of Barbara S. Roberson who died intestate on August 10, 1993. By executing this deed it is the intent of Grantors to convey and one-half undivided interest in the remainder. The life estate is owned by Arlie G. Burnette. For back reference, see Record Book 900, page 166.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hand and seal, the day and year first above written.

Elton M. Roberson (SEAL)
Elton M. Roberson

Patricia G. Roberson (SEAL)
Patricia G. Roberson

Adrian A. Roberson (SEAL)
Adrian A. Roberson

Mary H. Roberson (SEAL)
 Tracy H. Roberson
K. B. Roberson (SEAL)
 Kirby B. Roberson, Sr.
Deborah A. Roberson (SEAL)
 Deborah A. Roberson

STATE OF NORTH CAROLINA
 COUNTY OF Wake

I, Ashley Taylor Jones, a Notary Public for said County and State, certify that ELTON M. ROBERSON AND PATRICIA G. ROBERSON, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and seal this 2nd day of Dec, 2004.



Ashley Taylor Jones
 Notary Public
 My Commission Expires: 9/10/07

STATE OF NORTH CAROLINA
 COUNTY OF Rockingham

I, Jean M. Slawey, a Notary Public for said County and State, certify that ADRIAN A. ROBERSON AND TRACY H. ROBERSON, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of Oct, 2004.



Jean M. Slawey
 Notary Public
 My Commission Expires: 9/12/2007

STATE OF NORTH CAROLINA
 COUNTY OF Carteret

I, Dorcas C. Parker, a Notary Public for said County and State, certify that KIRBY B. ROBERSON, SR. AND DEBORAH B. ROBERSON, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and seal this 29 day of Nov, 2004.



Dorcas C. Parker
 Notary Public
 My Commission Expires: My Commission Expires 10/22/2009

NORTH CAROLINA - CARRBORO COUNTY

The foregoing (or amended) certificate(s) of Debbie Duffie Jones
Jane M. Stacey and Deborah Staben of Staben
is (are) certified to be correct. This the 20th day of January, 2005.

LINDA F. MCABEE, REGISTRAR OF DEEDS

By: Linda F. Mcabee
Deputy