

BOOK 249 PART 539

Ed Griffin Company
P. O. Box 1374
Matthews, N. C. 28105

REC'D
AN
VERIFIED
7/26/68

STATE OF NORTH CAROLINA

COUNTY OF MATTHEWS

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

Know all men, that Ed Griffin Company, of ~~xxxxxxx~~ Union
County, North Carolina, ~~xxxxxxx~~ Bramblewood
is the owner of certain tract of land known as ~~xxxxxxx~~
of the ~~xxxxxxx~~ Union
County, North Carolina, Public Registry;

and that 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 WHEREFORE, in consideration of the premises, Ed Griffin Company,
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 build-
ing 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
20,000.00 based upon cost levels prevailing on the date these 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 struct-
ure, exclusive of one-story open porches and garages, shall be not less
than 1350 square feet for a one-story dwelling, nor less than 850
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,
none 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.

1. Invalidation of any of these covenants by judgment or court order shall not be valid affect any of the other provisions which shall remain in full force and effect.

EDWARD WILKINSON, 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.

_____ 5TH day of JUNE, 1972.

ED GRIFFIN COMPANY

(Corporate Seal)
Witness:

Alma Kay Williams
Secretary

BY: Edward C. Griffin
Edward C. Griffin, President

STATE OF NORTH CAROLINA
COUNTY OF ROCKHURST

THIS 5th day of June, 1972, personally came before me Edward C. Griffin, who being by me duly sworn, says that he is the President of the Griffin Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Company, and that said writing had 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.

James O. Hays
Notary Public
My Comm. Exp: May 6, 1976

The foregoing instrument(s) of Jerry
A. Boyd, M.D. of Moore Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at cost \$49.00 \$539

This 27 day of July, 1972 at 11:41 A.M.

Clara Jany
Registered Deeds
Union County
By: Wray B. Carver, Deputy

(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 requirements of said building line restriction.

4. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 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.