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STATE OF NORTH CAROLINA  
COUNTY OF UNION

EDGEWOOD ACRES RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that EDGEWOOD ENTERPRISES, INC., a North Carolina corporation, does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property, known as Edgewood Acres, and shown on plat recorded in Plat Cabinet A, No. 138-B, Union County Registry.

That said property is hereby made subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

1. Without specific written approval from Edgewood Enterprises, Inc., no portion of said property shall be used except for single family residential purposes.
2. Only one residence shall be erected on any building lot permitted under these restrictions.
3. House plans and general site plans must be approved by Edgewood Enterprises, Inc. No grading or site clearing shall be commenced until grantin of this approval.
4. Gaudy or loud colors of exteriors are discouraged.
5. The exterior on all structures shall be completed within one (1) year after construction of same shall have been commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, National emergency, or natural calamities.
6. Only decorative fences or walls, excluding chain link-type or woven wire fences, will be permitted between the street and front yard setback lines.
7. Without specific written approval of Edgewood Enterprises, Inc., no sign may be displayed to the public view on the lot, except for temporary signs not exceeding four (4) square feet advertising the property for sale or rent. All such signs must be professionally prepared and in good taste.

SMITH, CALDWELL  
& HILDEY  
ATTORNEYS-AT-LAW  
RICHMOND, N. C.

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8. No lot shall be subdivided in any way for sale, resale, gift, transfer or any other purpose, except with the written permission of Edgewood Enterprises, Inc., its successors or assigns.
9. It is the intent that campers, trailers and boats shall not be parked in front yards in the interest of neighborhood integrity and value. Commercial trucks shall not be parked in front of the frontyard setback line. No automobiles, trucks, or motorized vehicles may be kept outside a garage or carport unless they shall have up-to-date license plates and inspection stickers.
10. Since this is such a beautifully wooded area, every effort shall be made to preserve the trees.
11. During the course of construction on any lot, no temporary building, trailer, mobile home or other structure shall be used temporarily or permanently as a residence.
12. No fuel tank or similar storage receptacles may be exposed to view. Such receptacles must be installed in the main building, an accessory building, a screened area or buried underground.
13. It is the intent of these restrictions to assure the attractive and orderly appearance of the property and quality character of the neighborhood; therefore, a landscaping plan shall be developed and accomplished within one hundred and eighty days (180) days of occupancy of the house.
14. All property shall be maintained in a clean and well-kept condition at all times. No building or structure shall be permitted to fall into a state of disrepair. In the event of damage or destruction to an existing building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans or new plans may be submitted for approval by Edgewood Enterprises, Inc. In the event the owner decides not to repair or replace such damaged structure, the residue materials shall be removed promptly, and the area cleaned up and landscaped so as to blend harmoniously with the prevailing character of the neighborhood.
15. The following minimum sizes shall apply to the primary single-family structure on each lot:
- Minimum heated floor space for any structure - 1600 square feet
  - Minimum heated ground floor space for two floor structure - 900 square feet

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Minimum setbacks, rear and side yards shall be required as follows:

Front yard, from center line of road - 70 feet

Side yard - 12 feet

Back yard - 40 feet

In the event of the violation of any of the building line restrictions herein set forth, Edgewood reserves the right by and with the mutual written 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 such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions, and shall apply only to the lots affected.

16. Failure of Edgewood Enterprises, Inc., or its successors or assigns, to enforce any covenant, condition or restriction shall in no way be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any covenant, condition or restriction thereof.

17. No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. Edgewood Enterprises, Inc. for itself and its successors and assigns reserves an easement along the rear and side lines of the lots herein-  
above described for pole lines and/or conduits for use in connection with supplying light, power, telephone or other utility services to said lots and for installation and maintenance of drainage facilities.

19. No animals or poultry of any kind shall be kept or maintained on any part of said property except dogs, cats and domestic house pets.

20. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any part of said property is and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, condition, and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said property.

21. Edgewood Enterprises, Inc. shall not be liable to any person whatsoever for the violation of these restrictions by any property owner other

SHIRLEY CALDWELL  
M. HELDEN  
ATTORNEYS-AT-LAW  
ROSEN, M. S.

than Edgewood Enterprises, Inc. and Edgewood Enterprises, Inc. does not warrant or guarantee the enforceability of these restrictions nor does it warrant that it will enforce the restrictions contained herein against any property owner.

22. It is expressly understood and agreed between the parties hereto that the foregoing covenants, conditions, reservations, restrictions and easements shall be covenants running with the land and if the parties hereto, its successors or assigns, shall violate or attempt to violate any of said covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violation.

Invalidation of any of the foregoing restrictions, or any part thereof, by judgment or court order, shall in no way affect any of the other restrictions which shall remain in full force and effect. Said restrictions shall be covenants running with the land, and shall be binding on all persons claiming an interest in any of said property for a period of twenty (20) years from 27th day of July, 1978.

IN TESTIMONY WHEREOF, EDGEWOOD ENTERPRISES, INC. has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, this 27th day of July, 1978.

EDGEWOOD ENTERPRISES, INC.

By: John A. Bivens  
John A. Bivens, President

Attest:

Develyn P. Bivens  
Develyn P. Bivens, Secretary  
(CORPORATE SEAL)

GRIFFIN, CALDWELL  
& HILDEN  
ATTORNEYS-AT-LAW  
MONROE, N. C.

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STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me Dianne Whitaker a notary public, personally appeared this day Kvelyn P. Bivens, who, being by me duly sworn, says that she is the Secretary and that John A. Bivens is the President of Edgewood Enterprises, Inc., the corporation described in and which executed the foregoing instrument; that she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said Corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 27th day of July, 1978.



Dianne Whitaker  
Notary Public

My commission expires: 7-7-81

STATE OF NORTH CAROLINA  
COUNTY OF UNION

The foregoing certificate of Dianne Whitaker, Notary Public of Union County, North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 312, page 736.

This 1st day of August, 1978, at 2:56 o'clock P.M.

MARY R. CARRIKER  
Register of Deeds

By Jessie J. Moore  
Deputy

GARVIN, CALDWELL  
& HEDDER  
ATTORNEYS-AT-LAW  
ROBSON, N. C.