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FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED May 05, 2008
AT 03:12 pm
BOOK 04885
START PAGE 0895
END PAGE 0899
INSTRUMENT # 17448
EXCISE TAX (None)

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Return to: (Goodwin & Hinson)

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GRIFFITH ROAD SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by PINNACLE HOMES USA, LLC, a North Carolina limited liability company, with its registered office and principal place of business in Union County, North Carolina, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article II of this Declaration, which real property is a portion of a residential development known as GRIFFITH ROAD SUBDIVISION (hereinafter "the Development"); and

WHEREAS, Declarant desires to insure the attractiveness of the Development; to prevent nuisances; to preserve, protect and enhance the values of the property within the Development; and, in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 10 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance

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of an obligation.

Section 2. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Development, with the exception of any common area, common open space, streets, walkways or easements shown on any recorded map. In the event any lot is increased or decreased in size by re-subdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 4. "Declarant" shall mean and refer to PINNACLE HOMES USA, LLC, a North Carolina limited liability company, and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to the terms and conditions as the Declarant may impose.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS THERETO**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Union County, North Carolina and is shown on map recorded in Plat Cabinet K at File 003 in the Office of the Register of Deeds for Union County. This property shall be herein referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

- (a) Additional residential property directly abutting the Existing Property may be annexed to the Development and brought within the scheme of this Declaration with the consent of the owners of said additional property.
- (b) The additions authorized under Subsection (a) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

**ARTICLE III
EASEMENTS**

Easements for installation and maintenance of driveways, walkways, parking areas, water lines, gas lines, cable television, telephone, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all

side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such Lot or Lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required.

Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or 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.

ARTICLE IV
USE RESTRICTIONS

Each Lot shall be subject to the following restrictions on the use thereof:

- 1). No Lot may be subdivided without the consent of the Declarant or, in the event that the Declarant no longer owns any Lots in the Development, without the consent of a majority of the Lot Owners.
- 2). All lots must be used only for residential purposes (residential, as used herein, means single family residence, occupied by no more than one family unit limited to parents, children, grandparents, and grandchildren).
- 3). No structure more than two full stories in height may be constructed upon any lot. Any two-story residential structure shall measure no less than Two Thousand One Hundred (2100) total square feet of heated space. Any one-story residential structure shall measure no less than One Thousand Six Hundred (1600) total square feet of heated space. No mobile homes or manufactures homes shall be installed or constructed on any Lot.
- 4). No satellite dish shall be constructed if more than thirty (30) inches in diameter, and no such satellite dish shall be visible from the street upon which the residential improvements face.
- 5). No disabled vehicles of any nature shall be parked overnight on any street, right-of-way, driveway, or upon any portion of a lot.
- 6). No animals (such as agricultural animals such as goats, pigs, sheep, donkeys, chickens, other fowl, or livestock) shall be maintained or permitted upon a lot or lots. Providing that normal and usual pets may be maintained (dog, cat, small animals) upon the premises, providing that they are not maintained for breeding or commercial purposes, and providing that they do not result in creating a public nuisance, unsanitary conditions, or unusual levels of noise. In no event may more than two (2) of each type of pet be maintained upon a lot.
- 7). No property may be rented for a term of less than six (6) months, such that no property may be used as temporary housing. In the event a lot owner shall enter into a lease of a property, he or she shall provide to the Association, the full name of the tenant, the property address, the lease term, and the full names of each occupant who will occupy the property pursuant to the lease. In the event of any such lease, the rights of

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membership in the Association, including the Club, are appurtenant to the lot or property, and thus the rights be a part of the leasehold rights of the tenant. Rental of a lot, and the rights to the use and enjoyment of an common or limited common areas by the tenant, shall not, in any circumstance relieve, forgive, or abate the continuing obligations of the owner of such lot to remit, on a timely basis, all dues, assessments, and fees associated with the lot, and to insure that use and occupancy are at all time in accordance with the requirements of this declaration and any other declaration affecting or controlling such lot.

8). No property shall be used for any noxious, offensive, or illegal use or activity. For purposes of this provision, excessive noise, failure to maintain a property, including the yard areas and landscaping, in a neat and orderly manner shall constitute a noxious or offense activity.

9). In the event any construction is commenced upon a lot, whether initial construction, or approved modifications, additions, or renovations, such construction shall be diligently and continuously pursued, and completed in a reasonable, orderly, and timely manner. No stoppage of work, for more than forty-five consecutive days shall occur.

10). All construction, and the maintenance of any completed construction, shall at all times, be in compliance with any and all building codes, building standards, building regulations, retention pond requirements, tree ordinances, open space requirements, or other laws, rules or regulations affecting the lot or the property, as enacted, enforced, or published, from time to time, by any governmental entity having jurisdiction over the property or lot.

11). Each lot shall be subject to the setback requirements of the record map or any amendment thereto, which includes a minimum front set back of forty (40) feet, a side yard setback of fifteen (15) feet, and a minimum rear yard of forty (40) feet, along with such greater set backs, utility easements, drainage easements, and site easements as are disclosed upon the record map or maps.

ARTICLE V ROAD MAINTENANCE

Lots 2, 3, 5 and 6 of the Development abut a private drive (access easement) shown on the plat recorded in Plat Cabinet K at File 003 in the Office of the Register of Deeds for Union County. The Owners of Lots 2, 3, 5 and 6 of the Development shall share equally in the maintenance costs of said private drive. At such time as two-thirds (2/3) of the Owners of Lots 2, 3, 5 and 6 shall agree that maintenance is required upon said private drive, said maintenance shall be performed. The term standard maintenance shall be limited to grading and filling unless all of the Owners of Lots 2, 3, 5 and 6 otherwise agree. The failure of any Owner of Lots 2, 3, 5 or 6 to pay an equal share of the total maintenance cost shall entitle each of the other Owners to file a claim of lien against his property and pursue the perfection thereof in accordance with applicable law.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, so long as the Declarant shall own any Lot, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or

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by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by affirmative vote of fifty percent (50%) of the Owners. This Declaration may be amended during the first twenty-five year period by an instrument signed not less than seventy-five percent (75%) of the Owners. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an amendment.

Section 4. Headings. Article and Section headings are inserted for convenient reference, and are not to be construed as substantive parts of the paragraphs to which they refer.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, this 2nd day of May, 2008.

PINNACLE HOMES USA, LLC.

By: *Crystal Hollingsworth*
Crystal Hollingsworth, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, *Kerlee L. Messenger* Notary Public for the aforementioned county and state, certify that *Crystal Hollingsworth* personally came before me this day and acknowledged that she is the Member/Manager of PINNACLE HOMES USA, LLC, a North Carolina limited liability company, and that she, as Member/Manager, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 2 day of May, 2008.

(Official Seal)

Kerlee L. Messenger
Notary Public

My commission expires: 4-23-2012



FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED May 09, 2008
AT 02:08 pm
BOOK 04889
START PAGE 0444
END PAGE 0445
INSTRUMENT # 18066
EXCISE TAX (None)
SKH

STATE OF NORTH CAROLINA
UNION COUNTY
AMENDMENT
TO DECLARATION OF COVENANTS, CONDITION & RESTRICTIONS
FOR GRIFFITH ROAD SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR GRIFFITH ROAD SUBDIVISION, made on the date hereinafter set forth by PINNACLE HOMES USA, LLC, a North Carolina limited liability company, with its registered office and principal place of business in Union County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the developer of Griffith Road Subdivision and Declarant is the Declarant in that DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR GRIFFITH ROAD SUBDIVISION ("the Declaration") recorded in Book 4885 at Page 895 in the Union County Registry; and

WHEREAS, pursuant to Article V Section 3 of the Declaration, the Declaration may be amended during the first twenty-five years after the Declaration's recordation by an instrument signed by not less than 75% of the Owners; and

WHEREAS, Declarant is the Owner of more than 75% of the Lots in the Development, and Declarant can therefore amend the Declaration without the joinder of any other Lot Owner; and
WHEREAS, Declarant desires to amend the Declaration to allow more than two (2) of each type of a pet to be maintained on a Lot.

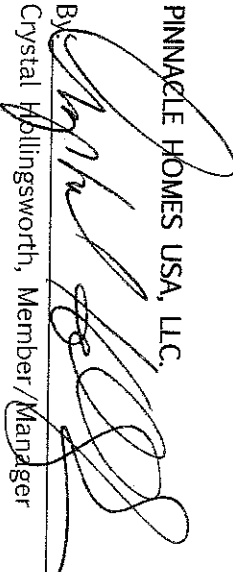
NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article IV Paragraph 6 is hereby deleted in its entirety and replaced with the following language:
 - 6). No animals (such as agricultural animals such as goats, pigs, sheep, donkeys, chickens, other fowl, or livestock) shall be maintained or permitted upon a lot or lots. Providing that normal and usual pets may be maintained (dog, cat, small animals) upon the premises, providing that they are not maintained for breeding

or commercial purposes, and providing that they do not result in creating a public nuisance, unsanitary conditions, or unusual levels of noise.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, this 6 day of May, 2008.

PINNACLE HOMES USA, LLC.

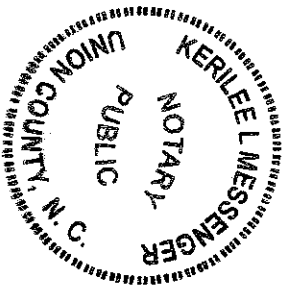
By 
Crystal Hollingsworth, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Kerilee L. Messenger, Notary Public for the aforementioned county and state, certify that Crystal Hollingsworth personally came before me this day and acknowledged that she is the Member/Manager of PINNACLE HOMES USA, LLC, a North Carolina limited liability company, and that she, as Member/Manager, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 6 day of May, 2008.

(Official Seal)



Kerilee L. Messenger
Notary Public

My commission expires: 4-23-2012