

REFERENCE HEREBY MADE TO: Book 2880 Page 318

REFERENCE HEREBY MADE TO: Book 269 Page 366

REFERENCE HEREBY MADE TO: Book 2880 Page 607

BOOK 253 PAGE 36

GRIFFIN, GERRIES & HARRIS
SUITE 1001, THE CARRON BROWN CENTER
401 SOUTH McDOWELL STREET
CHARLOTTE, NORTH CAROLINA 28204

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

RECORDED AND INDEXED

GRM

WHEREAS, Ed Griffin Company, of Rocklandburg County, North Carolina, owns a certain tract of land known as Henry Acres, Sections 1, 2, 3, and 4 as found in Map Book 6 at page 190, 191, 192, 194 and 195 of the Register of Deeds for Rocklandburg 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 productive covenants and restrictions upon all of the lots shown upon said map;

W-T-N-E-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 10,000.00 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 structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square foot 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 anterior lot line.

(c) For the purpose of this covenant, awes, 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.

RCM 253 WAF 37

(c) In the event of the unintentional violation of any of the building line restrictions hereinafter 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 as 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 sanitary facilities are reserved as shown on the recorded plat, and over the rear ten foot of each lot. Within these easements, no structure, planting of other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, which may change the direction of flow of drainage channels in the easement, 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 to 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 other 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.

BOOK 253 PAGE 38

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.

AN ORDINANCE WHEREAS, ED GRIFFIN COMPANY has by the authority of its Board of Directors cause this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed,

GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY, THIS 13th day of September, 1972.

(Notary Public Seal)
COUNTY OF ROCKHURST

ED GRIFFIN COMPANY

Michael Williams
Michael Williams, Secretary

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

STATE OF NORTH CAROLINA
COUNTY OF ROCKHURST

On this 13th day of Sept., 1972, personally came before me Howard C. Griffin, who doing 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 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. *June 1st 1975*



Drawn By: Griffin Realty Company

NORTH CAROLINA - UNION COUNTY.

The foregoing certificate of Edward C. Griffin, N.P. of Rockhurst Co., N.C. is (has) certified to be correct. This instrument was presented for registration and recorded in this office in Book 253 Page 38. This 7th day of December, 1972 at 7:00 o'clock A. M.

MARY B. CARRIKER By: Edward C. Griffin
Registrar of Deeds Faye Howell Assistant.