

RECORDED  
INDEXED  
MAY 11 1964

*W. P. Greene*

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

RESTRICTIVE COVENANTS

WHEREAS, Bobby C. Greene, of Wecklenburg County, North Carolina, is the owner of a certain tract of land known as Windsor Greene located in Goss, Creek Township, Union County, North Carolina, as is more fully described on plats recorded in Plat Cabinet C, Plats 4, 5, 6 and 7, Union County Registry, incorporated herein by this reference.

AND WHEREAS, Bobby C. Greene, as the owner of said property, now desires for the use of himself, his heirs, assigns and future grantees to place and impose certain protective covenants and restrictions on all parcels of property located within the property described on said recorded plats,

NOW, THEREFORE, in consideration of the premises herein, Bobby C. Greene, for himself, his heirs, assigns and future grantees, does hereby place and impose upon all of said property the following restrictions:

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling.
  2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated area of less than 2,000 square feet. Any one and one-half story dwelling, two story, tri-level or split level type dwelling shall have enclosed heated living area of not less than 1,200 square feet on the ground level.
  3. In the event of the unintentional violation of any of the building setback lines set forth herein, Bobby C. Greene, his heirs or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lot; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.
  4. No residential building shall be located on any lot nearer than 40 feet from the right of way line of the street on which the lot fronts, nor nearer than 40 feet to a side street right of way line.
  5. No residential building shall be located on any lot nearer to the interior side lot line than 15 feet, nor nearer the rear lot line than 40 feet.
- The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.
4. Carports or garages are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot. All carports or garages must have a side or rear entrance only. Metal outbuildings will not be permitted.
  5. Construction of all residential buildings only shall be built with new materials only. It being the intent of this covenant that only newly constructed homes shall be permitted within this subdivision and the moving of existing buildings or portions thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision is prohibited. The

PREPARED BY AND RETURN TO:  
J. BENNETT GLASS, P.A.  
P. O. BOX 1049  
MONROE, N. C. 28110

- exterior of the homes are to be of brick, wood, masonry, or a combination of brick and wood or stone. The Architectural Committee shall also approve all plans prior to any construction.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
  7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except horses, dogs, cats or other similar household pets which are not kept, bred or maintained for any commercial purposes. All dog houses shall be located in the rear yard.
  8. No structure of a temporary character, such as trailer, outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
  9. All mailboxes shall be of brick construction and approved by the Architectural Committee.
  10. All fences shall be approved by the Architectural Committee.
  11. There shall be no outbuildings (such as barns, greenhouses, sheds or storage structures) except as approved by the Architectural Committee.
  12. 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 containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
  13. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
  14. No subdivision of any lot will be permitted without the prior written consent of Bobby G. Greene, his heirs or assigns.
  15. No unlicensed or permanently inoperable vehicle, car or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any lot within the subdivision. All travel trailers, campers and similar recreational equipment must be parked to the rear of the dwelling and screened from the road by evergreen foliage. No commercial vehicles shall be stored on any lot.
  16. No freestanding antenna or satellite dish shall be permitted in the front or side yard of any lot unless approved by the Architectural Committee.
  17. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by the Architectural Committee. The Architectural Committee shall have 30 days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the Architectural Committee fails to accept or reject the same within said 30 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the Architectural Committee construction pursuant to this covenant shall not constitute or be construed as an approval by the Architectural Committee of the

structural stability, design or quality of any building. All construction shall be completed within one year from the date construction first begins.

18. The Architectural Committee shall be composed of Bobby C. Greene, C. A. Williams, and such other persons as designated by Bobby C. Greene from time to time.

19(a). Bobby C. Greene reserves to himself, his heirs and assigns, an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the rear or side line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b). Bobby C. Greene reserves to himself, his heirs and assigns, an easement in and right at any time in the future to grant a ten (10) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 19(a) above.

(c). Bobby C. Greene reserves an easement to himself, his heirs and assigns, in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting any street right of way for the same uses and purposes as set forth in Paragraph 19(a) above.

20. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

21. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be 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.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and seal in its name, this the 10<sup>th</sup> day of November, 1987.

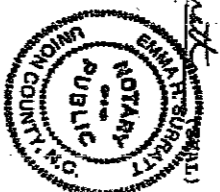
  
Bobby C. Greene (SEAL)

STATE OF NORTH CAROLINA,  
COUNTY OF UNION

I, Emma H. Burrall, a Notary Public, do hereby certify that Bobby C. Greene personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of November, 1987.

My Commission expires: 9/9/92



NORTH CAROLINA - Union County Yvonne J. Stewart

Notary Public of Union County

It (has) certified to be correct. This instrument was presented for registration and recorded in the office of Book 428 Page 134 this 10th day of November 19 87 at 11:35 o'clock P. M.

By: Chadwick B. Hill Deputy/Notary