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Filed for record  
Date 11-12-2004  
Time 11:45 of clock PM  
ELIZABETH B. COOPER Register of Deeds  
Union County, Morrow, North Carolina

47111

**RESTRICTIVE COVENANTS**

**WHEREAS**, Metroolina Enterprises of Union County, LLC, a North Carolina Limited Liability Company of Union County, North Carolina, is the owner of certain real estate, known as Lots Numbers 1 through 6, Fletcher Acres Subdivision, which is located in Union County, North Carolina, and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet J, File No. 367.

**AND WHEREAS**, the undersigned, as the owner of said real estate as shown on said plat, now desires for the use of itself, its successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as Lots 1 through 6 shown in that subdivision known as Fletcher Acres Subdivision, as shown in Plat Cabinet J, File 367, Union County Register of Deeds.

**NOW, THEREFORE**, in consideration of the premises herein, the undersigned, for itself, its successors, assigns and future grantees, do hereby place, and impose upon Lots 1 through 6 of Fletcher Acres Subdivision, the following restrictions:

1. The subject property may not be further subdivided.
2. The subject property shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract. A principal residence constructed on any lot identified herein must contain at least one thousand five hundred (1,500) square feet of heated and air conditioned floor space and a two car garage.
3. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
4. No mobile homes, modular homes or mobile home parks shall be allowed or maintained upon any of said tracts.
5. 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.

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6. 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, 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.

7. 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 premise within the subdivision.

8. No fence may be constructed in the side or front yard of any subdivided lot. Front or side yards are measured from the front corners of the residence, if extended to the side lot line.

9. (a) The undersigned reserve 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 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) The undersigned also reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 9(a) above.

(c) The undersigned reserve an easement 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 on street right of way expressly for highway purposes.

10. 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.

11. 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.

12. The undersigned reserves for itself the right to amend the terms of these restrictions without joinder of any other party.

13. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned:

Metrolina Enterprises of Union County, LLC

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 have signed and sealed the foregoing instrument by its appropriate official in its own name, this the 4th day of ~~October~~ November 2004.

Metrolina Enterprises of Union County, LLC

By:   
Member-Manger

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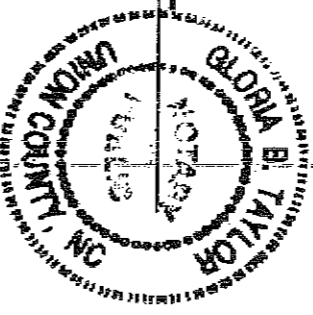
STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, a Notary Public for the County and State aforesaid hereby certifies that Lewis Bartles personally appeared before me this date and acknowledged that he is the Member-Manager of Metrolina Enterprises of Union County, LLC and in that capacity he has executed the foregoing instrument by and on behalf of Metrolina Enterprises of Union County, LLC

November 1, 2004

Witness my official hand and seal this 4th day of October, 2004.

*Gloria B. Taylor*  
Notary Public



My Commission Expires: November 1, 2005

NORTH CAROLINA-UNION COUNTY

The foregoing certificate of  
*Glacia B. Taylor*

Notary(s) (and) Public  
Myself certified

to be correct

ELIZABETH B. COOKE

REGISTER OF DEEDS

*COOKE FOR*  
ASTOR