

AK 3587 PG 828

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ELIZABETH B. COOKE, Register of Deeds  
Union County, Marion, North Carolina

Return to: J. Bennett Glass, P.A.  
STATE OF NORTH CAROLINA,

COUNTY OF UNION COUNTY.

DECLARATION OF RESTRICTIVE COVENANTS  
GLEN TRACE SUBDIVISION

WHEREAS, June Rollins, hereinafter referred to as "Declarant," is the owner of a certain tract of land located in Union County, North Carolina, as shown on a plat thereof entitled Glen Trace Subdivision and recorded in Plat Cabinet I, File 271 on September 2, 2004 in the Union County Registry; and

WHEREAS, it is the desire of the Declarant, as owner of this property to place and impose upon the Property, as described above, certain protective covenants and restrictions upon said subdivision for the use and benefit of herself, her successors and assigns and future owners of the lots in said subdivision and it being the Declarant's desire that these Restrictions run with, and be a part of, and apply to each and every Lot or parcel of land in the Subdivision.

NOW, THEREFORE, Declarant hereby imposes the following covenants and restrictions upon each and all of the lots in the aforementioned Subdivision:

1. No numbered lot may be subdivided into two of more smaller lots.
2. Only one (1) residence shall be erected upon any lot. Only single family residences are permitted. All dwellings shall contain a minimum of 1600 square feet of heated floor space. Any dwelling of more than one story shall contain a minimum of 900 square feet of heated floor space on the ground floor. Garages, open porches and basements shall not be considered toward the heated floor space requirements
3. No mobile homes shall be permitted on any lot at any time. No family dwelling unit shall consist of or have incorporated within it (whether upon wheels or fixed upon a foundation) any trailer or mobile home (whether single-wide, double-wide, or larger). A family dwelling unit may consist of or have incorporated within it prefabricated components that were manufactured off-site if such components are comparable to an otherwise site-built family dwelling unit built in compliance with the applicable State and county building codes and regulations. This exception does not allow in any event any construction that was at any time a trailer or mobile home (whether single wide, double-wide or larger regardless of whether upon wheels or fixed upon a foundation).
4. All exterior walls (excluding trim) visible from any street shall be of brick, stucco, stone, vinyl, or wood. No building shall be constructed whereby concrete blocks are visible from the exterior of said structure. Painting will not constitute proper covering of concrete blocks.
5. All sewage from the residence erected on any lot shall be disposed of in a private septic tank and drain field system of a size, location, and standard approved by the North Carolina Board of Health and/or other appropriate governmental authority. Portable toilets may only be used during the construction of the residence .

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6. No animals or poultry of any kind which are boarded or raised for commercial purposes shall be kept or maintained on any part of said property. However, pet animals may be kept for the primary use and enjoyment of the occupants of the property. Horses may be stabled and maintained on Lots 1, 8, 9, and 10 only and the number of horses per acre must meet Union County zoning requirements. Proper facilities for horses must be provided, with at least one-half (1/2) acre of pasture required for each horse. Facilities for horses and other pets shall be properly maintained and every effort shall be made to reduce odors and noise.

7. No trailer, tent, shack, garage, or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

8. No inoperable cars, appliances or other junk shall be allowed to remain on property and 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. All garbage, debris, and other waste shall be kept only in sanitary containers and removed from the property in a timely manner.

9. Until seventy-five percent (75%) of said lots have been sold and conveyed by June Rollins, June Rollins shall have the right and authority to amend said restrictions in any and all respects, including the cancellation thereof, and to delete any or all of said lots from the effect of these restrictions. However, after the sale of seventy-five percent (75%) of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

10. Easement of ten (10) feet in width along all lot lines is hereby reserved for installation and maintenance of utilities such as poles, lines, conduits, and other equipment necessary for electric power, gas, telephone, water, sewage or septic pipes and storm water drainage facilities. No permanent structure shall be constructed within said easements and no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels or conduits in the easements.

11. No house or building of any kind shall be erected or permitted to remain so that the front of the building or house is nearer than forty (40) feet to any street right of way. No house or building shall be located on any lot nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than six 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.

13. Garages, storage sheds, and any other outbuildings visible from any street are to be constructed in architectural conformity with the construction of the residence, and have an exterior of similar appearance and building materials to that of the principle single family residence.

14. No fence may be erected nearer the front lot line of a lot than the front face of the dwelling located on such lot. No chain link fence may be erected nearer the front line of a lot than the rear face of the residence. No fence which exceeds six (6) feet in height may be erected on any portion of the lot. The restrictions in this paragraph shall not apply to fences of a primarily decorative nature such as split rail fences, low rock walls, or other decorative fencing which would not substantially obstruct the view of the residence, and which does not exceed three and one-half (3 1/2) feet in height.

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15. Storage tanks and other outside utilities, which shall include gas bottles, air conditioners and swimming pool filtration equipment shall either be underground or surrounded by an enclosure at least six (6) inches higher than the equipment.

16. More than one lot may be combined to form a larger lot. Setback lines delineated in Paragraph 11 and easements described in Paragraph 10 will apply to the combined lot.

17. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or to recover damages. It shall be lawful for any other person or persons owning any real property situated in said development or subdivision subject to similar restrictions to bring such proceedings. The prevailing party in any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

Injunction shall not issue or compel the removal of or moving of any completed residence for violation of any setback restriction, the sole remedy of any offended person being a suit for damages. Failure by any party hereto to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver of the right to enforce any or all restrictions thereafter.

18. Nothing contained herein shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the property described herein.

19. These covenants and restrictions 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 automatically extended for successive periods of ten (10) years unless an instrument signed by at least two-thirds (2/3) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

20. Invalidation of any one of these covenants or restrictions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect. If there is any contradiction between these restrictions and any governmental ordinance, laws or regulations of a federal, state or local agency, the latter shall prevail.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the 4 day of OCT, 2004.

June Rollins (SEAL)  
Judge Rollins

State of Illinois,  
County of Kane.

I, a Notary Public, do hereby certify that June Rollins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 4 day October 2004.

Paulette E. Charhut (SEAL)  
Notary Public

My commission expires: 7-13-04



MISSOURI CANTONMENT COUNTY  
By Paulette E. Charhut  
Notary Public  
to be correct  
Notary's (last) Public  
ELIZABETH B. COOKE REGISTER OF DEEDS  
MOUNTAIN VIEW  
ASST. CLERK