

W.E.  
J.B.

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS

Filed for record 0052794  
Date 5-15-2001  
Time 11:40 o'clock A.M.  
JUDY G. PROCE, Register of Deeds  
Union County, Monroe, North Carolina

This Declaration of Restrictive and Protective Covenants and Conditions is made and entered into this 15 day of ~~May~~ April, 2001, by and between R. A. MCMAHAN and wife, LINDA S. MCMAHAN, land owners, and JEFFERY CARRIER and wife, HEATHER M. CARRIER (owners of Lots 18 and 19, only), hereinafter referred to as parties of the first part; and Prospective Purchasers of all lots, including but not limited to Lots Nos. 1 through 32, Phase 1 of THE TRELLIS, and all future phases, of THE TRELLIS, which is located off Summerlin Dairy Road, south of the Town of Wingate, Monroe Township, Union County, North Carolina, hereinafter referred to as parties of the second part;

WITNESSETH:

WHEREAS, said parties of the first part have heretofore acquired title to a certain tract of land containing 81.85 acres, more particularly described in deed dated January 5, 1999, and recorded in Book 1191, Page 365, Union County Registry, and which tract of land has been subdivided, part of which subdivision is shown and delineated as Lots Nos. 1 through 32 according to a certain map or plat of THE TRELLIS, Phase 1, which map appears of public record in the office of the Register of Deeds of Union County in Plat Cabinet F, Page 725; and, it is intended and this Declaration shall apply to all lots shown on said map or plat which may have been unintentionally omitted from the above reference to Lots Nos. 1 through 32; as well as all future phases of the 81.85-acre tract; and

WHEREAS, parties of first part declare a common plan for the subdivision and intend to convey said lots and acreage as shown on said plat and in said deed, by deeds, deeds of trust, mortgages, and other instruments to various persons, partnerships, firms, corporations or other entities, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots (or real estate acquired for utility services by the Town of Wingate) and to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of such grantee acquiring title and shall be binding upon each such grantee or entity acquiring title or an interest therein by whatever instrument or means.

NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said prospective purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance or devise, or by transfer of title through intestacy, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions, which are as follows:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels (or any parcel unintentionally omitted but as shown on the recorded plat) depicted on any map or plat now or hereafter recorded in the Union County Registry. Provided, however, that the owner of any such parcel may combine with such parcel, parts or portions of another such parcel or parcels and the aggregate shall be considered as one "Lot" for purposes of these restrictive and protective covenants and conditions.

2. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any lot other than a new constructed dwelling constructed on said lot and for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any lot is prohibited; and the reparation, remodeling, renovation or conversion of any building moved and placed on any lot for use as a dwelling is prohibited. No mobile home, manufactured home (single, doublewide or otherwise), house trailer, or modular home may be erected or placed upon or permitted to remain upon any lot.

A detached garage is allowed. A carport shall not be permitted on any Lot. A garage must be fully enclosed (except for entrance), except that any customary glass windows in the garage and garage doors shall be permitted. A garage must have a garage door. A garage shall be permitted to house only passenger motor vehicles licensed to be used and being used on the roads and highways of this and other States.

3. Dwelling Size. No dwelling erected upon any lot shall contain not less than 1,000 square feet of heated area, exclusive of open porches and garages.

The following size restrictions shall apply to the following Phases (or proposed Phases provided current zoning allows the stated number of building lots):

- a. Phase I - 32 lots at 1,400 square feet of heated living area
- b. Phase II - 36 lots at 1,000 square feet of heated living area
- c. Proposed Phase III - 25 lots at 1,000 square feet of heated living area
- d. Proposed Phase IV - 19 lots at 1,200 square feet of heated living area
- e. Proposed Phase V - 19 lots at 1,400 square feet of heated living area
- f. Proposed Phase VI - 20 lots at 1,400 square feet of heated living area
- g. Proposed Phase VII - 26 lots at 1,400 square feet of heated living area

Proposed Phases III through VII are currently zoned to provide for the number of lots set forth in subparagraphs c. through g. For so long as Declarant owns at least 75% of the lots in that particular Phase, the square footage of said Phase may be adjusted, but only in the event zoning regulations in force at the time of each Phase being platted and recorded reduce the stated number of lots in that particular Phase.

The square footage restrictions in subparagraph a. and b. (Phases I and II) shall not be modifiable by developer, his successors or assigns except in the case of an unintentional violation of not more than 2%.

4. Dwelling Quality. Any dwelling and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroil siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or permitted or allowed to remain on any lot. The outside surface of beams, walls, and roofs of any appurtenant structures located on any lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said lot. No metal storage shed shall be permitted on any Lot, but any such shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot, and must be constructed or located behind the dwelling house and behind the building line of the back side of the dwelling. Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions. No barn shall be located on any lot.

Any dwelling erected upon any lot that contains less than 1100 square feet of heated area shall be constructed of brick veneer, exclusive of columns, gables, fascia, soffits which may be of wood, aluminum, vinyl or other such material suited for those areas.

All houses must have a paved concrete drive that extends from the roadway curb to at least the front of the house and have a width of not less than 10 feet.

5. Setback Lines. No building, dwelling or other structure shall be erected or permitted to remain nearer to any street in the subdivision than the street setback lines as shown on the recorded plat above referred to. No house shall be located nearer than ten feet to any sideline or nearer than fifteen feet to the rear line of any Lot. Provided, however, that eaves, steps, stoops and fireplace chimneys shall not be considered a part of the building for purposes of interpreting this paragraph of this Declaration. A detached building from the main structure may be no nearer than five feet to any property line; An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat(s).

6. Easements. Sub-surface and above-ground easements for installation and maintenance of utilities and drainage facilities are reserved over the front, side and rear ten feet of each Lot shown on the recorded plat. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere

with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each lot shall maintain that portion of said lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

No easement or right of way or permit may be given or granted over any Lot that allows access to and from the subdivision from outside its boundaries as shown on the recorded plat, except that the parties of first part may grant such access for purposes of joining future phases (sections) of the subdivision for future development on the land adjoining and owned by parties of the first part.

**7. Subdividing.** No Lot shall be further subdivided by any owner, except for conveying a portion to an adjoining owner for the purpose of the adjoining owner complying with these restrictions or, enlarging a lot.

**8. Junk Vehicles/Abandoned Vehicles.** No junked or abandoned motor vehicles or other vehicles considered junk or abandoned shall be permitted on any Lot.

**9. Trucks and Other Vehicles.** No tractor-trailer trucks or vans, other trailers or motor vehicles larger than a 3/4 ton pickup truck shall be permitted to be placed or parked, permanently or temporarily (except to load or unload) on any Lot or subdivision street, overnight or during daylight hours.

**10. Recreational Vehicles.** Trailers, boats, and recreational vehicles (trailers used and maintained for recreation and self-propelled or towed by a motor vehicle) are permitted, but may only be located and parked behind the back building line of the dwelling.

**11. Garbage and Refuse Disposal.** No lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers with lids closed. All incinerators, containers or other equipment for storage or disposal of waste materials shall be kept in a clean and sanitary condition. All such containers and other equipment, as well as garbage containers, shall be located and maintained behind the back building line of the dwelling, except on days in which such contents are collected and transported away.

**12. Nuisances.** No noxious or offensive trade or activity shall be conducted or carried on upon any lot or subdivision street, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

**13. Commercial Business.** No commercial business of any kind shall be permitted to exist or to be conducted in said subdivision, on any lot or subdivision street, said subdivision purpose being to provide a residential neighborhood. However, any customary home occupation as now or hereafter defined by the Union County land use ordinance shall be permitted as long as the other restrictive and protective covenants herein set forth are not violated.

**14. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, doghouse or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

**15. Signs.** No signs of any kind shall be displayed to the public view on any lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible, and all such signs must be erected only with written consent of the subdivision developer.

**16. Livestock and Poultry.** No animals, livestock, or poultry, including but not limited to, turkeys, ostriches, reptiles, pigs, goats, chickens, horses, and ponies are permitted on any lot. However, dogs, cats or other household pets that are domesticated shall be allowed and kept on the premises, provided they are not kept, bred, or maintained for commercial purposes or for charitable purposes. No kennels are allowed on any lots.

**17. Aerials and Antennas.** Only a standard antenna or satellite dish less than 2 feet in diameter for receiving network T. V. broadcasting signals shall be permitted on the roof of any dwelling. No radio or tower or transmitting antenna shall be erected, installed, placed or

maintained on any dwelling or subdivision Lot or portion thereof. All satellite dishes allowed herein shall be located on the rear of the dwelling and shall not be visible from the street.

18. Fences. 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 fence which exceeds 5 feet in height may be erected on any Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded plat of the subdivision as an easement area.

19. Time. These covenants are to run with the land and shall be binding on any and all persons and entities acquiring title or any interest in any lot up to and including the 16<sup>th</sup> day of April, 2026, at which time said covenants shall be automatically extended for successive period of five years, unless by written instrument executed by a majority of the then-owners of said Lots, and duly recorded in the office of the Register of Deeds of Union County within three months of any anniversary date of any such automatic renewal, time being of the essence, it is agreed to change said covenants in whole or in part or to void them altogether.

20. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant or conditioning either to restrain violation thereof or to recover damages therefore. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of side or rear or front setback restrictions, the sole remedy of any offended person being a suit for damages.

20A. Lot Maintenance. The owner of any Lot shall maintain and mow the Lot at regular times, when needed to make and keep the lot aesthetically pleasing, i.e., in good taste commensurate with other owners' Lots in the subdivision. An owner of any Lot that remains or stands unimproved must mow the Lot on a regular enough basis so as to not allow grass, shrubs and weeds to grow at any one time where such exceed a height of 12 inches from the ground.

21. Severability. Invalidation of any one of these covenants or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

22. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing provisions with respect to any Lot, the Declarant (Parties of First Part) or their successor(s) reserves the right (by and with the mutual written consent of the then Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, R. A. McMahan and wife, Linda S. McMahan, and Jeffery Carrier and wife, Heather Carrier, have caused this Declaration to be executed under seal on the day and year first above written.

R.A. McMahan (SEAL)  
R. A. McMahan

Linda S. McMahan (SEAL)  
Linda S. McMahan

Jeffery Carrier (SEAL)  
Jeffery Carrier

Heather M. Carrier (SEAL)  
Heather M. Carrier

NORTH CAROLINA  
UNION COUNTY

I, a Notary Public of said county and state, certify that R. A. MCMAHAN and LINDA S. MCMAHAN and JEFFERY CARRIER and HEATHER M. CARRIER personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 15 day of April, 2001.

My Comm. Expires: 11/20/2002  
Cheri M. Conley  
Notary Public



NORTH CAROLINA - UNION COUNTY

The foregoing certificate of Cheri M. Conley

Notary Public

is/are certified to be correct. Filed for record this 15 day of May at 11:40am 2001

JUDY G. PRICE, REGISTER OF DEEDS  
BY: Deanna Crocco  
Asst./Depl