

~~10376~~

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

350

218

KNOW ALL MEN BY THESE PRESENTS, that GLEN CANNON LAND COMPANY, INC., a corporation organized and existing under the laws of the State of North Carolina, with its principal office in the Town of Brevard, North Carolina, does hereby mutually agree and covenant to and with all persons, firms or corporations now owning or hereafter acquiring any property in the following described piece, parcel or lot of land situate, lying and being in Dunn's Rock Township, Transylvania County, North Carolina:

All of that certain piece, parcel, or tract of land known as Lots 31, 32, 33, 34, 35 and a reserved lot in Section C of GLEN CANNON LAND COMPANY, plat of which subdivision was prepared by William Leonard, Registered Licensed Surveyor, in January of 1976, and on file in Map File 1, Slide 69-A, Records of Plats for Transylvania County, North Carolina, reference to which is hereby made for a more complete description.

THAT the said property hereinabove described is hereby subject to the restrictions as to the use thereof running with the said property by whomsoever owned, to-wit:

RESIDENTIAL AREA COVENANTS

A-1. LAND, USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for the family's cars. However, it is specifically understood and agreed that: (1) there may be constructed on any lot having an area of two acres or more a guest house, in addition to the private dwelling, and (2) an esthetically designed and located utility building, on a lot on any size; both of which shall be subject to the provisions of C-1, entitled "Architectural Control Committee".

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part "C" hereof. The lot owner shall consult with the Committee before any major lot clearing or any grading is begun. Natural drainage shall not be changed without the approval of said Committee. The Company shall not be responsible for any drainage problems affecting any lot.

10372

**A-3. DWELLING, QUALITY AND SIZE:** No dwelling shall be permitted on any lot in Section C of said subdivision unless the same shall meet the following minimum standards. The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than fifteen hundred (1500) square feet for one story dwellings, nor less than one thousand (1000) square feet for a structure of more than one story.

**A-4. BUILDING LOCATION:** No building shall be located on any lot except at such location as may be determined by the Architectural Control Committee. In any event no building shall be located nearer than twenty (20) feet to the front lot line on all streets. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than twenty (20) feet to the rear lot line.

**A-5. LOT WIDTH AND AREA:** No dwelling shall be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

**A-6. EASEMENTS:** Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat. In addition, the GLEN CANNON LAND COMPANY reserves the right of exclusive possession of an area one foot in width and running the entire length of each rear lot line, and no right of ingress or egress shall exist over said area without the written approval of GLEN CANNON LAND COMPANY, its successors and assigns.

**A-7. NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

**A-8. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

**A-9. SIGNS:** 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.

**A-10. LIVESTOCK AND POULTRY:** 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.

**A-11. GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained for a garbage 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 material shall be kept in a clean and sanitary condition.

#### AESTHETIC PROVISIONS AND COVENANTS

**B-1. SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted

to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP: The Architectural Control Committee shall be composed of from two (2) to five (5) members duly elected by the lot owners in said subdivision, it being understood and agreed that every firm, person or corporation owning one or more lots shall have one vote in selecting the Architectural Control Committee. Members shall be elected annually by a written ballot each December and shall serve for the next calendar year. In the event of the death or resignation of any member of the committee during his term of office, the remaining members of the Architectural Control Committee shall have the authority to designate his successor. No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to this covenant.

C-2. PROCEDURE: The Committee's approval or disapproval as required by the covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

D-1. TERM: 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period 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.

D-2. ENFORCEMENT: 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.

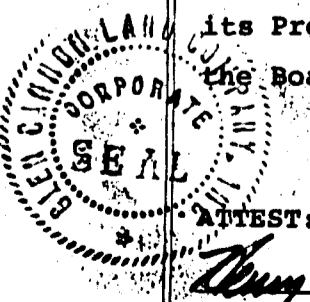
D-3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, GLEN CANNON LAND COMPANY, INC., has caused this instrument to be executed in its corporate name by its President and attested to by its Secretary all by order of the Board of Directors, this the 1st day of July, 1976.

GLEN CANNON LAND COMPANY, INC.

By: Robert W. Melton, President

ATTEST:  
[Signature] Secretary



218

353

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

THIS 1st day of July, 1976, personally came before me, Bernice M. Babb, a Notary Public, ROBERT W. MELTON, who, being by me duly sworn, says that he is President of GLEN CANNON LAND COMPANY, INC., and that the seal affixed to the foregoing instrument in writing is its Corporate Seal, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal.

Bernice M. Babb  
Notary Public



My commission expires:

1-19-81.

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

The foregoing certificate of Bernice M. Babb, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 218, page 350

This the 9th day of July, 1976, at 9:30 o'clock, P..M.

Fred H. Israel  
Register of Deeds

By: \_\_\_\_\_  
Deputy Register of Deeds