

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**SUPPLEMENTAL, AMENDED, AND ADDITIONAL
DECLARATION OF RESTRICTIONS
FOR THE
GLENWOOD SPRINGS SUBDIVISION**

THIS SUPPLEMENTAL AMENDMENT TO THE “AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR THE GLENWOOD SPRINGS SUBDIVISION,” made this 13th day of March, 2007 by the Glenwood Springs Subdivision Property Owners Association (GSSPOA), a North Carolina nonprofit association, herein referred to as “GSSPOA” or “Association.”

BACKGROUND STATEMENT

WHEREAS, Glenn D. Cottrell and Jean W. Cottrell were the original developers of the Glenwood Springs Subdivision as described at Plat Book 10 at Page 121 of the Watauga County Register of Deeds Office, and who recorded a Declaration of Restrictions for the Glenwood Springs Subdivision as recorded at Deed Book 250 at Page 197 of the Watauga County Register of Deeds Office, herein referred to as the “Declaration”; and

WHEREAS, GSSPOA is a North Carolina nonprofit association which was issued its corporate charter by the Secretary of State of North Carolina on December 11, 2000 after being formed by lot owners in the Glenwood Springs Subdivision pursuant to Article 16 of the Declaration; and

WHEREAS, paragraph 12 of the Declaration provides that the covenants of the Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until August 10, 2016, after which time, the covenants of the Declaration shall be automatically extended for successive periods of ten (10) years, unless the majority of the owners of the lots affected by the covenants shall agree in writing to change the covenants of the Declaration; and

WHEREAS, GSSPOA conducted a vote of the owners of the lots in the Glenwood Springs Subdivision on August 10, 2006, who agreed in writing to change the covenants pursuant to paragraph 12 of the Declaration; and

WHEREAS, GSSPOA hereby executes this **Supplemental, Amended, And Additional Declaration of the Restrictions for the Glenwood Springs Subdivision**” to attest that a majority of the then owners of the lots in the Glenwood Springs Subdivision have agreed in writing to change and amend the covenants of the Declaration, and by the recordation of this Amendment to the Declaration of Restrictions for the Glenwood Springs Subdivision, do hereby amend the Declaration of Restrictions for the Glenwood Springs Subdivision as recorded at Deed Book 250 at Page 201 of the Watauga County Register of Deeds for the property described at Plat Book 10 at Page 121 of the Watauga County Register of Deeds as follows:

1. No building, fence or other free standing exterior structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building of structure, drives and parking areas), and construction schedule shall have been approved in writing by GSSPOA. Refusal of approval of plans, location or specifications may be based by GSSPOA upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of GSSPOA shall seem sufficient. No alternations may be made in such plans after approval by GSSPOA is given, except by and with the written consent of GSSPOA. No alterations that would change the exterior appearance of any building or structure shall be made without like approval by GSSPOA. One copy of all plans, including an architecturally complete design set, shall be furnished GSSPOA for its review.

2. All lots and parcels shall be used solely and exclusively for single family residential purposes. No dwelling shall be moved or transferred from any location to any lot or parcel within Glenwood Springs Subdivision, and no dwelling shall be erected, altered, placed or permitted to remain on any lot or parcel other than a single family dwelling not to exceed three (3) stories in height. The dwelling shall have a minimum of 1800 square feet of heated, finished floor area above ground, exclusive of attics, garages, carports, cages, decks, porches and other unheated or unfinished areas. Of this 1800 square feet so defined, a minimum of 1200 square feet must be on the first floor. All roofs on buildings shall be constructed of asphalt shingles, wood shingles, or approved metal roofs. No built-up gravel or marble chip roof construction shall be permitted. No dwelling shall be left unfinished for a period in excess of six months without permission by GSSPOA. No lot shall contain more than one (1) residence, and no lot shall be subdivided.

3. No trailer of any description, modular or manufactured home, tent, shacks, garages, barns or other out-buildings, and no temporary structures shall be used for dwelling purposes. No residence shall be occupied until the exterior of such dwelling shall be fully completed, including finish lot grading, without written permission by GSSPOA.

4. No building or any part thereof shall be constructed upon any of the lots of this subdivision unless such buildings shall be set back a minimum of twenty (20) feet from the edge of the road and twenty five (25) feet from the back lot lines. Where the front and back lot lines are not straight lines, then the 15 feet shall be determined from a point on the front and back lines an equal distance between the respective side lot lines. No building shall be erected nearer than 15 feet from any side lot line. In cases of exceptional house design or lot frontage, and with written approval of GSSPOA, the screen area of a dwelling may be located a minimum of 20 feet from the rear line. If, however, the owner of any two or more adjacent lots shall construct a dwelling upon more than one such lot, the whole shall be considered together as one lot or building site.

5. All garbage or trash containers and all tanks and bottled gas tanks on all residence lots must be underground or placed in enclosed areas so that they shall not be visible from the adjoining properties. No weeds, underbrush or unsightly growths shall be permitted to grow or remain upon the premises herein described. In the event that the owners of any lot or lots shall fail or refuse to keep the premises free from any weeds, underbrush or refuse piles, then GSSPOA may enter upon said lots and remove such refuse or mow or cut such weed or underbrush and charge the owner for such services and such entry on the part of GSSPOA shall not be deemed a trespass. Clothes lines must be pleasant to the sight and durable. There shall be no parked junk vehicles on any of the lots.

6. 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, nor shall any lot be used for any business or commercial purposes. No animals or fowls, except household pets, shall be kept on or allowed to remain on said property for any purposes, nor shall animals or fowls of any description remain on the premises which are a nuisance or any annoyance to the community.

7. No sign of any kind except security signs shall be displayed to the public on any lot in this subdivision, with the exception that one sign, of not more than four (4) square feet, advertising the

property for sale or rent or one sign used by a builder to advertise the property during construction and a sale period thereafter for a reasonable time, which time shall be determined by GSSPOA.

8. No roadways, except for a private driveway leading to the residence shall be constructed within the bounds of any lot. Driveways should be finished with a hard surface (not gravel or grass) within two years of the completion of building construction. No lot or group of lots herein described shall be re-subdivided, except, however, an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by so doing, the remaining part of the lot will then become part of said owner's next adjoining lot and the balance will have to be sold as one tract.

9. No lot shall be used for the purpose of the parking of commercial vehicles, other than those vehicles owned by an individual lot owner.

10. GSSPOA reserves unto itself a perpetual alienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cable conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, and the Developer may further cut drain ways for surface water wherever and whenever such action may appear to GSSPOA to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway or any residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of GSSPOA to provide or maintain any such utility or service. All utility lines and lead-in wires, including but not limited to, electric lines and telephone lines located within the confines of any lot shall be constructed or placed and maintained underground, provided, nothing herein contained shall prevent an above-ground temporary power line to a residence during the period of construction.

11. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of GSSPOA, unless located within fifteen (15) feet of the main dwelling or accessory building or within fifteen (15) feet of the approved site for the such building. No trees

shall be removed from any lot until the owner shall be ready to begin construction without the consent of GSSPOA.

12. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until August 10, 2016, at which time, the covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then owners of lots in the Glenwood Springs Subdivision shall agree in writing to terminate or change the covenants.

13. In the event of a violation or breach of any of these restrictions by any property owner, or agent or agents of such owner, GSSPOA, or the owners of lots in the subdivision or neighborhood, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof, or to prevent the violation or breach in any event. In addition to the foregoing, GSSPOA shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

14. All property owners must be members of GSSPOA. The Grantee(s), by acceptance of deed or deeds to any lot in Glenwood Springs Subdivision, recognizes the right and desire of owners and GSSPOA to protect their investment and to make a desirable place for Grantee(s) and Owners and GSSPOA to live and Grantee(s) further agree that the foregoing restrictions and covenants are reasonable and are designed for the protection of property values of the Owners and GSSPOA and other person who may purchase lots in Glenwood Springs Subdivision, against values which might result in the absence of the Declaration of Restrictions provided for herein.

15. The GSSPOA shall be responsible for the maintenance, repair and upkeep of the private streets and roads in the development. The owner of each lot in the Glenwood Springs Subdivision, by

acceptance of the deed thereof, is deemed to covenant to agree to pay to GSSPOA an annual assessment of an amount to be determined by GSSPOA for the expense of the road maintenance, upkeep and repair of the private streets and roads in the development.

16. Every person or entity who is a record owner of a fee or undivided fee interest in any lot subject to these Declarations of Restrictions, by acceptance of a deed thereof, agrees to become and shall become a member of GSSPOA, and shall be subject to the rules and regulations of the Association. Each lot owner shall have one membership and one vote in the affairs of the Association for each lot owned. The Association shall promote the health, safety and welfare of the property owner within the Glenwood Springs Subdivision by providing, among other things, and without in any way limiting its purposes or services, the maintenance, repair and upkeep of the streets within the development and enforcement of the provisions of these Declaration of Restrictions. Such Association shall have full legal authority to collect such assessments and may utilize any legal means available; further, said assessments shall be considered to be a lien upon the lot or lots until paid. Any expenses reasonably incurred including legal expenses, shall be added to any delinquent assessment collected in this manner. Upon a transfer of a lot in the Glenwood Springs Subdivision, the transferor and transferee shall give notice to GSSPOA of the transfer, and provide a mailing address of the transferee to GSSPOA for future notice relative to matters associated with GSSPOA as follows:

To: Debbie Warren
Glenwood Springs Subdivision
Property Owners Association
127 Alan Drive
Boone, NC 28607