

See Add'l to Restrictive Cov  
BK 1353 Pg 251

BK 675 PM 640

DRAWN BY AND RETURN TO: Lewis R. Fisher

STATE OF NORTH CAROLINA  
COUNTY OF UNION

012900

RECORDED  
and  
VERIFIED  
BRS  
Filed for record  
Date 12-9-93  
Time 1:17 o'clock P.M.  
JUDY G. PRICE, Register of Deeds  
Union County, NC

*Revised*

RESTRICTIVE COVENANTS

WHEREAS, Lonnie Bruce Reynolds and wife, Janice D. Reynolds of Union County, North Carolina, is the owner of certain real estate, known as Heather Glen 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 D, File Nos. 510, 511, 512, 524 and 525.

AND WHEREAS, the undersigned, as the owner of said real estate as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as all of those lots shown in that subdivision known as Heather Glen Subdivision, as shown in Plat Cabinet D, File Nos. 510, 511, 512, 524 and 525, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, the undersigned, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all of the aforesaid lots of Heather Glen Subdivision, the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall hereafter apply to each such subdivided lot.
2. Each tract 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.
3. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 2,200 square feet. Any one and one-half story dwelling or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other non heated spaces of not less than 2,600 square feet. Any two-story dwelling must have a minimum of 2,800 square feet of heated living area, exclusive of any open porches, garages, and other non heated spaces.
4. All residences and other improvements located or to be located on each subdivided lot shall be of either brick or stucco exterior, and each such residence shall contain a garage which shall accommodate a minimum of two automobiles (double garage). No garages shall have an opening which fronts the street on which the principal residence faces. Garages are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.

6. 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.
7. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on the property.
8. 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.
9. 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.
10. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.
11. 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.
12. No freestanding antenna or satellite dish shall be permitted on any lot.
13. All lots shall contain a driveway of sufficient width to permit the entry and exit of an automobile, and said driveway shall be constructed of concrete or asphalt.
14. No mailbox may be constructed on any subdivided lot without the prior written approval of either the undersigned or George Ronald Medlin (Developer).
15. No above ground swimming pools of any type are permitted on any subdivided lot.
16. No chain link fences of any variety, save a such a fence for a tennis court are permitted within the subdivision.
17. No fence greater than six feet in height shall be permitted within the subdivision. Any fence less than six feet in height must be approved by either undersigned or George Ronald Medlin (Developer).
18. No animals other than cats, dogs, or other household pets are permitted. No animals may be kept, bred, or maintained for any commercial purpose. In the event a lot owner wishes to keep more than one dog or cat, said animals must be maintained in a fenced in area which meets the requirements of these Restrictions.
19. No boats, campers or other recreational vehicles may be parked in the front or side yard of any lot.

20. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building.

21. (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 14(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.

21. 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.

22. 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.

23. The undersigned reserve for themselves the right to amend the terms of these restrictions without joinder of any other party.

24. 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:

Lonnie Bruce Reynolds or Janice D. Reynolds  
George Ronald Medlin or Hope L. Medlin

25. 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 caused these presents to be signed and sealed in their names, this the 8th day of December, 1993.

*Lonnie Bruce Reynolds*  
Lonnie Bruce Reynolds  
(Seal)

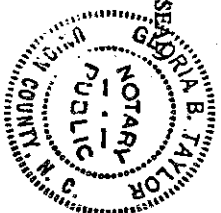
*Janice D. Reynolds*  
Janice D. Reynolds  
(Seal)

State of North Carolina  
County of Union

I, Gloria B. Taylor, a Notary Public of said county do hereby certify that Lonnie Bruce Reynolds and wife, Janice D. Reynolds, personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 8th day of December, 1993.

*Gloria B. Taylor*  
Notary Public



My commission expires: 11/1/95

George Ronald Medlin and wife, Hope L. Medlin join in the execution of the above Restrictive Covenants for the purpose of giving their consent thereto.

*George Ronald Medlin*  
George Ronald Medlin  
(SEAL)

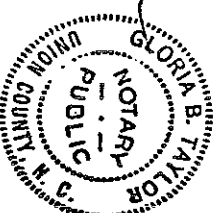
*Hope L. Medlin*  
Hope L. Medlin  
(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Gloria B. Taylor, a Notary Public for the County and State aforesaid do hereby certify that George Ronald Medlin and wife, Hope L. Medlin personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

This 30th day of November, 1993.

*Gloria B. Taylor*  
Notary Public



My Commission Expires: November 1, 1995

BK675PG644

The Bank of Union and Lewis R. Fisher, Trustee for the Bank of Union join in this document for the purpose of subordinating that deed of trust from Lonnie Bruce Reynolds and Janice D. Reynolds to Lewis R. Fisher, trustee for the Bank of Union recorded in Deed Book 665 at page 296, Union County Register of Deeds.

Bank of Union

W. J. [Signature] (SEAL)  
Vice President

ATTEST:

Pamela P. Sanders (SEAL)  
ASSI Secretary (CORPORATE SEAL)

[Signature] (SEAL)  
Lewis R. Fisher, Trustee

State of North Carolina  
County of Union

I, Mary E. Johnson, a Notary Public of said county do hereby certify that 1971 personally came before me and acknowledged that he is the ASSI Secretary of Bank of Union and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Company and that said writing was signed and sealed by him in behalf of the corporation by its authority duly given, and the said Vice Pres acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of December, 1993

Mary E. Johnson (SEAL)  
Notary Public

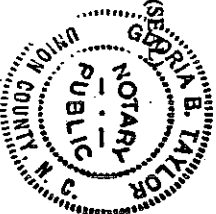
My commission expires: COMMISSION EXPIRES 7-30-96

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Gloria B. Taylor, do hereby certify that Lewis R. Fisher, Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS, my hand and notarial seal, the 9<sup>th</sup> day of December, 1993.

Gloria B. Taylor (SEAL)  
Notary Public



My Commission Expires: November 1, 1995

BK 675 p. 644-A

NORTH CAROLINA -- Union County

The foregoing certificate of .....

..... *Caroline B. Taylor* ..... *Mary Thompson* Public of ..... *Union County, N.C.* .....

is (is) certified to be correct. This instrument was presented for registration and recorded in this office at Book *675* Page *644*

this *9<sup>th</sup>* day of *December* 19 *93* at *1:17* o'clock *P* M.

JUDY G. PRICE, REGISTER OF DEEDS By: *Mary G. Price* *JG* Assistant Deputy

BK 1353PG251

1003137  
EGY

Prepared by and return to: J. Bennett Glass, P.A., Attorney at Law  
STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

Filed for record  
Date 8/4/2000  
Time 2:10 o'clock Pm  
NOV 6 11:00 AM  
Union County, North Carolina

RECORDED  
AND  
VERIFIED  
JT  
AMENDMENT TO RESTRICTIVE COVENANTS  
FOR  
HEATHER GLEN SUBDIVISION

THIS AMENDMENT TO RESTRICTIVE COVENANTS made this 3/7 day of January, 2000 by Lonnie Bruce Reynolds and wife, Janice D. Reynolds (hereinafter parties of the first part) and Daniel S. MacCrindle and wife, Jennifer L. MacCrindle (hereinafter parties of the second part).

WITNESSETH:

WHEREAS, Lonnie Bruce Reynolds and wife, Janice D. Reynolds, as the developers of Heather Glen Subdivision, filed for record certain Restrictive Covenants in Book 675, at Page 640, Union County Registry; and

WHEREAS, Paragraph 4 of the said Restrictive Covenants provides that "No garages shall have an opening which fronts the street on which the principal residence faces"; and

WHEREAS, Paragraph 23 of the said Restrictive Covenants provides that the developers reserved the right to amend the terms of the restrictions without joinder of any other party; and

WHEREAS, Paragraph 24 of the said Restrictive Covenants provides that the requirement of execution of any agreements or documents regarding the Restrictive Covenants is fulfilled upon execution of same by any one the developers; and

WHEREAS, parties of the second part have agreed to purchase Lot 17 of Heather Glen Subdivision provided they can construct a detached two car garage in the rear portion of the lot with openings which will front the street on which the principal residence faces; and

WHEREAS, parties of the first part and parties of the second part, pursuant to the provisions set forth in Paragraph 23 and Paragraph 24 of said Restrictive Covenants, desire to have Paragraph 4 of the said Restrictive Covenants amended as follows:

- 1) By removing the sentence "No garages shall have an opening which fronts the street on which the principal residence faces."
- 2) By adding the sentence that "Any detached garage must be constructed to the rear of the residence, be constructed of either brick or stucco in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract."

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, parties of the first part and parties of the second part, for their heirs and assigns and past or future Grantees, do hereby amend Paragraph 4 of the said Restrictive Covenants as follows:

- 1) By removing the sentence "No garages shall have an opening which fronts the street on which the principal residence faces."

BK1353PG252

2) By adding the sentence "Any detached garage must be constructed to the rear of the residence, be constructed of either brick or stucco in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract."

Except as herein expressly modified, the Restrictive Covenants for Heather Glen Subdivision, are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Restrictive Covenants under seal as of the 3rd day of January, 2000.

*Lonnie Bruce Reynolds*  
Lonnie Bruce Reynolds (SEAL)

*Janice D. Reynolds*  
Janice D. Reynolds (SEAL)

STATE OF NORTH CAROLINA,  
COUNTY OF Union

I, KATHY L. WING, a Notary Public, do hereby certify that Lonnie Bruce Reynolds and wife, Janice D. Reynolds, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 3rd day of January, 2000.

*Kathy Wing*  
Notary Public (SEAL)

My Commission expires: 3-21-2004

NORTH CAROLINA - UNION COUNTY  
The foregoing certificate of  
Kathy L. Wing Notary Public  
is/are certified  
to be correct. Filed for Record this 1st day  
of Jan 2000 at Union  
JUDY S. PRICE, REGISTER OF DEEDS  
BY: Wanda C. Cocco