

RECORDED
and
VERIFIED
BC

BOOK 426 PAGE 808

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

RESTRICTIVE COVENANTS
FOR
HEATHWOOD SUBDIVISION

Plummer
gr

WHEREAS, Douglas G. Frick and wife, Judy S. Frick, of Union County, North Carolina, are the owners of a certain tract of land located in Union County, North Carolina, known as Heathwood Subdivision and as is more particularly described on plat recorded in Plat Cabinet B, File 3789, Union County Registry, to which plat reference is hereby made for a more particular description.

AND WHEREAS, Douglas G. Frick and wife, Judy S. Frick, as the owners of said property, now desire for the use of themselves, their successors, assigns and future grantees to place and impose certain protective covenants and restrictions on the said property which shall be known as Heathwood Subdivision.

NOW, THEREFORE, in consideration of the premises herein, Douglas G. Frick and wife, Judy S. Frick, for themselves, their successors, assigns and future grantees, do hereby place and impose upon the said property the following restrictions:

1. Each lot shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of each lot, which outbuildings must be located in the rear yard of the property.
2. No single-family dwelling shall be erected and maintained on any of said lots with the heated living area of less than 1,200 square feet for lots 1 through 7 and 1,600 square feet for lots 8 through 79, excluding garage.
3. In the event of the unintentional violation of any of the building setback lines set forth herein, Douglas G. Frick and wife, Judy S. Frick, their successors or assigns, reserve the right, by and with the written mutual consent of the owner or owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lot; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building setback requirements.

No residential building shall be located on any lot nearer than 40 feet from the street right of way line of the street on which the lot fronts, 12 feet from the side property line, 40 feet from the rear property line, and if a corner lot, the side setback shall be 15 feet.

The "front line" of any corner lot shall be the shorter of the two property lines along with two streets.

4. Carports or garages and any outbuildings qualifying under Paragraph 1 above 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 lot and are permitted only in the rear yard of the lot.

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 onto a lot and remodeling or converting same into a dwelling unit in this

PREPARED BY AND RETURN TO:
J. BENNETT GLASS, P.A.
P. O. BOX 1049
MONROE, N. C. 28110

subdivision. No structure placed on any lot shall have an exterior of either concrete or cement block.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as 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 modular home, mobile home or mobile home parks shall be allowed or maintained upon any of said lots. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets.

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 containers used 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, or a sign of not more than five square feet to advertise the property for sale or rent.

10. No subdivision of any lot will be permitted without the prior written consent of Douglas G. Frick and wife, Judy S. Frick, their successors or assigns.

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 lot within the subdivision.

12. No freestanding antenna shall be permitted in the front or side yard of any lot. Satellite dishes are not permitted on any lot.

13. No residence, 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 Douglas G. Frick and wife, Judy S. Frick. Douglas G. Frick and wife, Judy S. Frick, shall have 30 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 Douglas G. Frick and wife, Judy S. Frick, fail to accept or reject the same within the said 20 days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Douglas G. Frick and wife, Judy S. Frick, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Douglas G. Frick and wife, Judy S. Frick, for construction pursuant to this covenant shall not constitute or be construed as an approval by Douglas G. Frick and wife, Judy S. Frick, of the structural stability, design or quality of any building.

14. Wood fences, chainlink fences and split-rail fences with woven wire (but not chicken wire) shall be permitted along the side and rear lot lines of each lot, provided such fences do not exceed four feet in height. All other type fences and any fence in excess of four feet in height must be approved in writing by Douglas G. Frick and wife, Judy S. Frick, their successors and assigns, prior to installation or construction.

15(a). Douglas G. Frick and wife, Judy S. Frick, 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,

conducts, 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). Douglas G. Frick and wife, Judy S. Frick, 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). Douglas G. Frick and wife, Judy S. Frick, 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 for the same uses and purposes as set forth in Paragraph 14(a) above.

16. 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.

17. 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.

18. 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 has caused these presents to be signed and seal in its name, this the 8th day of October, 1987.

Douglas G. Frick
Douglas G. FRICK (SEAL)
Judy S. Frick
Judy S. FRICK (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

I, Emma H. Surratt, Notary Public of Union County, North Carolina, do hereby certify that Douglas G. Frick and wife, Judy S. Frick, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 8th day of October, 1987.

Emma H. Surratt
Notary Public


My Commission expires: 8/9/92

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate of *Emma H. Surratt* a notary public of *Union* County, State of *N.C.* is certified to be correct. Filed for record this the *8th* day of *October*, 1987 at *3:30* o'clock P. M. in book *426* Page *108*
BY: *Judy B. Chapman* Register of Deeds