

Return to: Mr. Walton C. Johnson  
P. O. Box 28  
Indian Trail, NC 28079

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CD

**FIRST AMENDMENT  
TO THE  
RESTRICTIVE COVENANTS  
FOR STONEY CREEK**

Filed for recording  
Date 8.16.2001 o'clock P m  
Time 2:30  
JUDY G. PRICE, Register of Deeds  
Union County, North Carolina

THIS AMENDMENT OF THE RESTRICTIVE COVENANTS FOR STONEY CREEK is made this 3rd day of August, 2001 by AJM DEVELOPMENT & UTILITIES, INC., hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant has previously established restrictions for STONEY CREEK SUBDIVISION, as recorded on March 8, 2000, in Book 1517, Pages 347-351 of the Union County Register of Deeds Office, which restrictions provide for amendment thereof in Paragraph 24 of the said Restrictive Covenants, and

WHEREAS, the Declarant now wishes to amend said restrictions by providing for a revision to the restriction agreement for one-story, one and one-half story and two-story dwellings under Paragraph 3 of said Restrictive Covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant hereby amends Paragraph 3 of said Restrictive Covenants as follows:

- No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 1,800 square feet. Any one and one-half story dwelling or split-level type dwelling erected or maintained on any of said lots shall have enclosed heated living area of the main structure, exclusive of open porches, garages and other non-heated spaces of not less than 2,200 square feet. Any two-story dwelling must have a minimum of 2,400 square feet of heated living area, exclusive of any open porches, garages, and other non-heated spaces. No dwelling in excess of two and one-half (2 1/2) stories in height.

EXCEPT AS HEREIN AMENDED, the Restrictive Covenants for STONEY CREEK

SUBDIVISION as recorded in Book 1517, Pages 347-351 of the Union County Register of

Deeds Office shall remain in full force and effect this 3rd day of August, 2001.

AJM DEVELOPMENT & UTILITIES, INC.

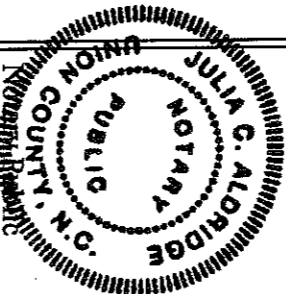
By: Walton C. Johnson  
Walton C. Johnson, President

GRIFFIN, SMITH,  
CALDWELL, HELDER  
& LEE, P.A.  
ATTORNEYS AT LAW  
MONROE, NC

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Walton C. Johnson personally came before me this day and acknowledged that he is President of AJM Development & Utilities, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him on behalf of said corporation.

Witness my hand and official stamp or seal this the 3rd day of August, 2001.



*Julia C. Aldridge*

My Commission Expires: 8-6-2006

STATE OF NORTH CAROLINA  
COUNTY OF UNION

The foregoing certificate of Julia C. Aldridge, Notary Public of Union County, North Carolina, is hereby certified to be correct. This instrument was presented for registration and recorded in this office in Book 1619, Page 776.

This 03<sup>rd</sup> day of Aug, 2001, at 8:30 o'clock P.m.

Stacy E. Price  
Register of Deeds  
By: Mary Emmitte

STATE OF NORTH CAROLINA  
COUNTY OF UNION

*Filed for Record*  
Date 3/8/01  
Time 4:00 o'clock P. M.  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

RESTRICTIVE COVENANTS  
FOR  
STONEY CREEK

AJM DEVELOPMENT & UTILITIES, INC., a North Carolina corporation, is the owner of certain real estate known as Stoney Creek Subdivision, located in Union County, North Carolina, and shown on plat recorded in Plat Cabinet G, File 399 + 400 in the Union County Registry; and,

WHEREAS, the undersigned, as owner of said real estate, now desires for the use of itself, its successors and assigns and future Grantees to place and impose certain protective covenants and restrictions on each of said lots as shown on said plat.

NOW, THEREFORE, in consideration of the premises herein, the undersigned, for itself, its successors, assigns and owners from time-to-time of the lots herein described, does hereby place and impose upon all of said lots of Stoney Creek, the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot.
2. 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 either attached or detached garage and storage building, customarily incidental to the residential use of each lot.
3. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with the heated living area of less than 2,000 square feet. Any one and one-half story dwelling or split level type dwelling erected or maintained on any of said lots shall have enclosed heated living area of the main structure, exclusive of open porches, garages and other non-heated spaces of not less than 2,400 square feet. Any two-story dwelling must have a minimum of 2,600 square feet of heated living area, exclusive of any open porches, garages, and other non-heated spaces. No dwelling in excess of two and one-half (2 1/2) stories in height.
4. All residences and other improvements located or to be located on each subdivided lot shall be brick exterior, and each such residence shall contain a garage that shall accommodate a minimum of two automobiles (double garage). 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 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

GRIFFIN, SMITH,  
CALDWELL, HELDER  
& LEE, P.A.  
ATTORNEYS AT LAW  
MONROE, NC

mail to: *Walter Johnson*  
*P.O. Box 28*  
*Indian Trail N.C. 28079*

- portion thereof on a lot and remodeling or converting same into a dwelling unit in this subdivision.
6. 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, 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 permanent. All swing sets, basketball goals and similar equipment must be located within the building set-back lines in compliance with the Union County Land Use ordinance.
  7. No mobile homes or mobile home parks shall be allowed or maintained upon any of said lots. 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.
  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 the public view on any lot, except 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.
  14. No mailbox may be constructed on any subdivided lot without the prior written approval of the undersigned.
  15. No above ground swimming pools of any type are permitted on any subdivided lot.
  16. No chain link fences of any variety.

17. Except for privacy fences around pools, no fence greater than four (4') feet in height shall be permitted within the subdivision. Any fence less than four (4') feet in height must be approved by the undersigned. Privacy fencing and other fencing is subject to the approval of the undersigned. By way of illustration, painted picket fences shall have pickets spaced one and one-half (1 1/2") inches apart, or more. Split-rail fences with metal fencing attached may be installed to contain animals, but no more than four (4') feet in height.
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 thirty (30) 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 thirty (30) 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 reserves an easement in and right-of-way 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 reserves an easement in and right-of-way 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 21 (a) above.
  - (c) The undersigned reserves an easement in and right-of-way 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.
  - (d) The undersigned, its successors or assigns, without notice, may

remove any obstructions of any nature located within road rights-of-way (including, but not limited to, trees, shrubs, fences, basketball goals and mailboxes) which, in the opinion of the undersigned, its successors or assigns, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

- (e) The undersigned, its successors or assigns, shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Lot Owner who directly or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way, and such Lot Owner shall indemnify and save the undersigned, its successors or assigns, harmless from all liability, claims, damages and expense imposed upon the undersigned, its successors or assigns, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way. In the event that the Lot Owner responsible for such charge or liability as aforesaid fails and refuses, after demand by the undersigned, its successors or assigns, to pay said charge or liability, then the undersigned, its successors or assigns, shall have a lien against his Lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said Lot or dwelling unit.

22. 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.
23. 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.
24. The undersigned reserve for themselves the right to amend the terms of these restrictions without joinder of any other party.
25. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon the execution of same by any one of the undersigned:  
AJM DEVELOPMENT & UTILITIES, INC., ITS SUCCESSORS  
AND ASSIGNS; WALTON C. JOHNSON OR HESTA T. JOHNSON
26. 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 sealed in his name, this the 8<sup>th</sup> day of MARCH, 2001.

AJM DEVELOPMENT & UTILITIES, INC.

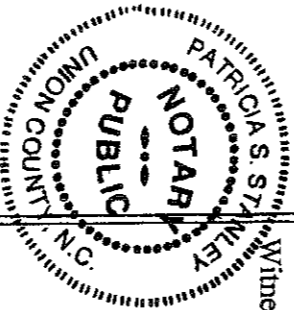
By: Walton Johnson  
Walton Johnson

Its: President

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that WALTON JOHNSON personally came before me this day and acknowledged that he is President of AJM Development & Utilities, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him on behalf of said corporation.

Witness my hand and official stamp or seal, this 8<sup>th</sup> day of MARCH, 2001.



Patricia S. Stanley  
Notary Public

My Commission Expires: 12-23-2003

NORTH CAROLINA - UNION COUNTY  
The foregoing certificate of  
Patricia S. Stanley  
Notary Public  
is/are certified  
to be correct. Filed for record this 8<sup>th</sup> day  
of March, 2001, at 4:00 PM

JUDY G. PRICE, REGISTER OF DEEDS  
BY: Sharon Crooks  
Sect/Dept