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BK 3051 PG 851

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 P. M.  
 Union County, North Carolina

**RESTRICTIVE COVENANTS**  
**OF**  
**VISTA RIDGE SUBDIVISION**

MAIL TO:  
*Genevieve*  
*Atty.*

**WHEREAS**, Vista Homes, LLC, contracts covenants and agrees with all other persons, firms or corporations now owning or hereafter acquiring any lot in the Vista Ridge Subdivision and does hereby impose upon all of the lots known as the Vista Ridge subdivision, said lots being Lots 1 through 27 recorded in Plat Cabinet H, File 55 Union County Registry, the following covenants and restrictions upon each and all lots in said subdivision:

1. **Binding on All Transferees:** These covenants are to run with the land and shall be binding on all parties and all persons, firms or corporations claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless and 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
2. **Lot Maintenance:** Each Owner shall keep and maintain each Lot owned by him or her, as well as all landscaping thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering and mowing of all lawns and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic.
3. **Permitted Structures:** All of said property shall be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential building lot within the subdivision other than one single family dwelling of construction not to exceed two and one half stories in height, and garage or accessory structure customarily incidental to residential use of the lot. Any garage and other accessory structure shall be constructed so that the outward appearance of the structure is in keeping with the general architecture and constructed of the same material and colors as the residence on said lot. Wooden decks are permitted only on the rear or end of the main residential structure, and steps to the decks may be constructed of wood, brick or stone. No garage, accessory structure, of any kind including an animal pen, shall be permitted in a front yard. No factory-built mobile, or factory-built modular homes, garages or other structures are permitted on any lot.
4. **Foundations and Driveways:** Each dwelling shall have a permanent brick, rock, or stone foundation with steps constructed of the same material. Each dwelling shall be connected to the road or adjoining street or road by a concrete or asphalt driveway.
5. **Minimum Square Footage of Residence:** No residence in the subdivision shall be erected or allowed to remain on any of the lots which is less than one thousand two hundred (1,200) square-feet of heated space, exclusive of garages, decks and porches.
6. **Setbacks and Building Location.** The setback provisions noted on the subdivision plat will control, unless they are less restrictive than the Union County Zoning and Subdivision Ordinance or such rules and regulations as may apply through the Union County Planning and Zoning and or the Building and Inspection Department. In the event such rules and regulations are different than designated on the recorded plat, the setbacks shall be regulated by the rules, regulations and

ordinances of Union County, provided that such are more restrictive. Further provided, however, that driveways and eaves shall not be considered a part of the structure for setback purposes, and the undersigned developer of the subdivision, so long as he owns any property within the subdivision, shall have the right to waive any setback provision and approve any building location, provided that no portion of any structure may encroach upon another lot.

7. **Utility Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved over the side (10) feet of each lot and the front ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water.

8. **Signs:** No sign of any description shall be displayed upon any lot with the exception of signs "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

9. **Trash, Lawn and Garden Equipment, Building Materials, Clothes Lines:** No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash garbage and other waste shall be kept in sanitary containers, which shall not be visible from the street. There shall be no storing of any lawn or garden equipment except within a garage or accessory building. In addition, no portion of a lot shall be used for the storage of building materials. No supplies used in a trade or business shall be stored on any lot, and no clothes lines shall be visible from the street.

10. **Motor Vehicles:** No unlicensed, uninspected or inoperative, stripped, partially wrecked motor vehicle or junk motor vehicle shall be permitted to be parked or shall be permitted to be kept on any lot or any street within the subdivision. Such vehicles may be kept on a lot, provided it belongs to the property owner, *and* is stored within a garage. No tractor-trailer rigs, trailers, dump trucks or buses shall be permanently stored or permanently parked on a lot or street of the subdivision.

11. **Restriction on Certain Activities:** No noxious or offensive trade or activity shall be carried upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms, firecrackers and similar activities.

12. **Swimming Pools and Children's Play Equipment:** Swimming pools and children's play equipment, including swing sets, slides etc, must be located in a lot's rear yard.

13. **Animals, Pets:** No animals, poultry, or livestock of any kind or description shall be kept or maintained on any lot, or any other portion of the subdivision tract except customary household pets such as dogs and cats; provided no household pets shall be kept within said subdivision for commercial breeding purposes. Furthermore, no rotweillers or pit bulls are permitted.

14. **Easements to Landowners of Property Adjoining the Subdivision:** No right of way or easement for egresses and ingress shall be granted by the owner of any lot to create access by adjoining landowners not a part of this original subdivision to the subdivision's streets.

15. **Enforcement of Restrictive Covenants:** These restrictive covenants may be enforced in law, or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any of these restrictive covenants by judgment of a Court shall in no way effect any

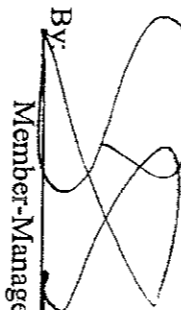
BK 3051 PG 853

of the other provisions herein contained, which shall remain in full force and effect, further, any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action. Furthermore, Vista Homes, LLC reserves the right, as long as it or any of its successors owns a lot or lots in the Vista Ridge Subdivision, after written notice to the lot owner, to enforce the covenants and restrictions provided for herein, which shall include coming onto the owner's lot for such purpose, and charge the lot owner for any costs incurred in doing so. Vista Homes, LLC, shall have the right to place a lien on the owner's lot for non-payment of any such charges after appropriate notice to the lot owner.

16 Fences: No animal pens or other fences are permitted in a lot's front yard. No chain link fences shall be permitted on any lot. Fences, other than chain link fences, shall be permitted starting at the back of the residence structure.

IN WITNESS WHEREOF, Developers have hereunto set their hands and seals, the 1st day of, May, 2003.

VISTA HOMES, LLC

BY:   
Member-Manager

NORTH CAROLINA-UNION COUNTY  
The foregoing certificate of

Gloria B. Taylor  
Notary Public

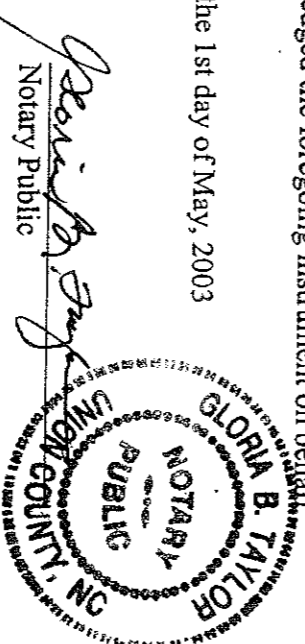
to be correct.

HARRY G. PRICE, REGISTER OF DEEDS  
BY: Judy G. Price, RD  
ASST/DEPT

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Gloria B. Taylor, Notary Public of the County and State aforesaid, do hereby certify that Steven Seeberg, Member Manager of Vista Homes, L. L. C. personally appeared before me this date and duly acknowledged the foregoing instrument on behalf of Vista Homes, L. L. C.

Witness my hand and official seal, this the 1st day of May, 2003



My Commission Expires: November 1, 2005

PK 3247 PG 717

4.8.7.

49197

Doc 10-10-2003  
Time 2:30 o'clock  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

mail to  
Perry Bundy Pk

AMENDMENT TO RESTRICTIVE COVENANTS  
OF  
VISTA RIDGE SUBDIVISION

WHEREAS, the Restrictive Covenants of Vista Ridge Subdivision were filed in Book 3051 Page 851 Union County Registry, and Vista Homes, LLC wishes to amend Section 13 of such Covenants, and

WHEREAS, Vista Homes, LLC, contracts covenants and agrees with all other persons, firms or corporations now owning or hereafter acquiring any lot in the Vista Ridge Subdivision and does hereby impose upon all of the lots known as the Vista Ridge subdivision, said lots being Lots 1 through 27 recorded in Plat Cabinet H, File 55 Union County Registry, the following covenants and restrictions upon each and all lots in said subdivision:

1. Binding on All Transferees: These covenants are to run with the land and shall be binding on all parties and all persons, firms or corporations claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless and 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
2. Lot Maintenance: Each Owner shall keep and maintain each Lot owned by him or her, as well as all landscaping thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering and mowing of all lawns and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic.
3. Permitted Structures: All of said property shall be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential building lot within the subdivision other than one single family dwelling of construction not to exceed two and one half stories in height, and garage or accessory structure customarily incidental to residential use of the lot. Any garage and other accessory structure shall be constructed so that the outward appearance of the structure is in keeping with the general architecture and constructed of the same material and colors as the residence on said lot. Wooden decks are permitted only on the rear or end of the main residential structure, and steps to the decks may be constructed of wood, brick or stone. No garage, accessory structure, of any kind including an animal pen, shall be permitted in a front yard. No factory-built mobile, or factory-built modular homes, garages or other structures are permitted on any lot.

4. **Foundations and Driveways:** Each dwelling shall have a permanent brick, rock, or stone foundation with steps constructed of the same material. Each dwelling shall be connected to the road or adjoining street or road by a concrete or asphalt driveway.
5. **Minimum Square Footage of Residence:** No residence in the subdivision shall be erected or allowed to remain on any of the lots which is less than one thousand two hundred (1,200) square-feet of heated space, exclusive of garages, decks and porches.
6. **Setbacks and Building Location.** The setback provisions noted on the subdivision plat will control, unless they are less restrictive than the Union County Zoning and Subdivision Ordinance or such rules and regulations as may apply through the Union County Planning and Zoning and or the Building and Inspection Department. In the event such rules and regulations are different than designated on the recorded plat, the setbacks shall be regulated by the rules, regulations and ordinances of Union County, provided that such are more restrictive. Further provided, however, that driveways and eaves shall not be considered a part of the structure for setback purposes, and the undersigned developer of the subdivision, so long as he owns any property within the subdivision, shall have the right to waive any setback provision and approve any building location, provided that no portion of any structure may encroach upon another lot.
7. **Utility Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved over the side (10) feet of each lot and the front ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water.
8. **Signs:** No sign of any description shall be displayed upon any lot with the exception of signs "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.
9. **Trash, Lawn and Garden Equipment, Building Materials, Clothes Lines:** No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash garbage and other waste shall be kept in sanitary containers, which shall not be visible from the street. There shall be no storing of any lawn or garden equipment except within a garage or accessory building. In addition, no portion of a lot shall be used for the storage of building materials. No supplies used in a trade or business shall be stored on any lot, and no clothes lines shall be visible from the street.
10. **Motor Vehicles:** No unlicensed, uninspected or inoperative, stripped, partially wrecked motor vehicle or junk motor vehicle shall be permitted to be parked or shall be permitted to be kept on any lot or any street within the subdivision. Such vehicles may be kept on a lot, provided it belongs to the property owner, *and* is stored within a garage. No tractor-trailer rigs, trailers, dump trucks or buses shall be permanently stored or permanently parked on a lot or street of the subdivision.
11. **Restriction on Certain Activities:** No noxious or offensive trade or activity shall be carried upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms, firecrackers and similar activities.
12. **Swimming Pools and Children's Play Equipment:** Swimming pools and children's play equipment, including swing sets, slides etc, must be located in a lot's rear yard.

13. **Animals, Pets:** No animals, poultry, or livestock of any kind or description shall be kept or maintained on any lot, or any other portion of the subdivision tract except customary household pets such as dogs and cats; provided no household pets shall be kept within said subdivision for commercial breeding purposes. Furthermore, dogs shall be limited to two per homeowner, and, when outside of the homeowner's residence, shall be on a leash or within an enclosed fenced area, as permitted in section 16 herein, of the homeowner's property.

14. **Easements to Landowners of Property Adjoining the Subdivision:** No right of way or easement for egresses and ingress shall be granted by the owner of any lot to create access by adjoining landowners not a part of this original subdivision to the subdivision's streets.

15. **Enforcement of Restrictive Covenants:** These restrictive covenants may be enforced in law, or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action. Furthermore, Vista Homes, LLC reserves the right, as long as it or any of its successors owns a lot or lots in the Vista Ridge Subdivision, after written notice to the lot owner, to enforce the covenants and restrictions provided for herein, which shall include coming onto the owner's lot for such purpose, and charge the lot owner for any costs incurred in doing so. Vista Homes, LLC, shall have the right to place a lien on the owner's lot for non-payment of any such charges after appropriate notice to the lot owner.

16. **Fences:** No animal pens or other fences are permitted in a lot's front yard. No chain link fences shall be permitted on any lot. Fences, other than chain link fences, shall be permitted starting at the back of the residence structure.

IN WITNESS WHEREOF, Developers have herunto set their hands and seals, the 8 day of October, 2003.

VISTA HOMES, LLC

*Steven Seeborg*  
Vista Homes, LLC Developer and best manager



STATE OF NORTH CAROLINA, COUNTY OF UNION

I, Trena S. Sims, Notary Public of the County and State aforesaid, do hereby certify that Steven Seeborg, Member Manager of Vista Homes, LLC, personally appeared before me this date and duly acknowledged the foregoing instrument on behalf of Vista Homes, LLC. Witness my hand and official stamp or seal, this 8th day of October, 2003.

NORTH CAROLINA My Commission Expires: 2-22-2009  
The foregoing certificate of Trena S. Sims  
Trena S. Sims  
Notary Public

Notary Public  
to be correct

JUDY G. PRICE, REGISTER OF DEEDS  
BY: Doreen Cocco  
SECRET/DEPT