

RECORDED  
and  
INDEXED  
BCC

BOOK 180 PAGE 403

Filed for record  
Date: 4-13-90  
Time: 3:49 o'clock P.M.  
O'NEILL L. PLYLER, Register of Deeds  
Union County, Monroe, North Carolina

NORTH CAROLINA )  
UNION COUNTY )

AMENDMENT  
TO  
DECLARATION OF RESTRICTIVE COVENANTS  
of

WEDDINGTON RIDGE

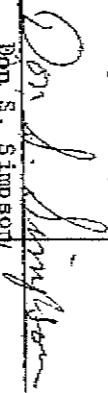
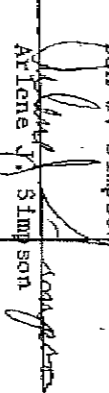
WHEREAS, Don S. and Arlene J. Simpson have caused a document entitled "Declaration of Restrictive and Protective Covenants and Conditions" to be recorded in Deed Book 464, Page 873, Union County Registry, making applicable certain restrictive covenants to all lots in Weddington Ridge subdivision as shown on maps recorded in the Union County Registry and identified in the recorded document; and, whereas, certain of the maps have been revised and the revised maps have been recorded; and, whereas, it is the purpose and intent of this amendment to make the recorded revised maps and lots thereon shown to be made subject to the restrictive covenants recorded in Deed Book 464, Page 873.

NOW, THEREFORE, Don S. Simpson and wife, Arlene J. Simpson, owners and developers of the subdivision known as Weddington Ridge, pursuant to paragraph 15 of the restrictions recorded in Deed Book 464, Page 873, Union County Registry, do hereby amend said restrictive covenants by incorporating by reference herein the following revised subdivision maps:

- Plat Cabinet C, File C-479
- Plat Cabinet C, File C-477
- Plat Cabinet C, File C-478

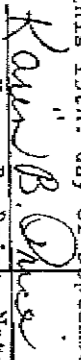
All lots shown on the above recorded plats are hereby made subject to those restrictive covenants and conditions more particularly described in that document recorded in Deed Book 464, Page 873, Union County Registry, the same being incorporated herein by reference, including all provisions therein contained.

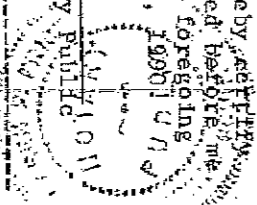
In Testimony Whereof, Don S. Simpson and wife, Arlene J. Simpson have put their hands and seals this the 13th. day of September, 1990.

 (SEAL)  
Don S. Simpson  
 (SEAL)  
Arlene J. Simpson


North Carolina - Union County  
I, Karen B. Price, Notary Public of said County and State, do hereby certify that Don S. Simpson and wife, Arlene J. Simpson personally appeared before me this day and in my presence acknowledged the due execution of the foregoing instrument. Witness my hand and seal this 13th. day of September, 1990.

My Commission expires: 7/26/91

  
Karen B. Price, Notary Public



The foregoing certificate of Karen B. Price, Notary Public of Union County, NC is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown at the top of this page.

O'NEILL L. PLYLER, Register of Deeds for Union Co., NC, By: 

Drafted by and  
return to:  
PERRY & BUNDY  
ATTORNEYS-AT-LAW

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PROPERTY RECORDS  
REGISTER OF DEEDS

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COUNTY OF UNION

DECLARATION ~~BOOK~~ REV ARCHIVE B COVENANTS 7 2

*John*  
op.

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 25th day of October, 1989, by and between DON S. SIMPSON and wife, ARLENE J. SIMPSON, residents of Union County, North Carolina, parties of the first part; and, PROSPECTIVE PURCHASERS of Lots Nos. 1 - 8 and lots 13 - 19 of Block 1, and lots 1 - 6 of Block 2 of Weddington Ridge shown on Map 1 of 5 recorded in Plat Cabinet C, File 416; lots 7 - 15, and lots 35 - 43 of Block 2 of Weddington Ridge shown on Map 2 of 5 recorded in Plat Cabinet C, File 417; lots 16 - 34 of Block 2 of Weddington Ridge shown on Map 3 of 5 recorded in Plat Cabinet C, File 418; lots 46 - 51 of Weddington Ridge shown on Map 4 of 5 recorded in Plat Cabinet C, File 419; and lots 9 - 12 of Block 1 and lots 44 and 45, and lots 52 - 58 of Block 2, of Weddington Ridge as shown on Map 5 of 5 recorded in Plat Cabinet C, File 420, all in the Union County Registry.

W I T N E S S E T H :

**RECORDED**  
and  
**VERIFIED**  
2-18-90

WHEREAS, the said parties of the first part have heretofore acquired title to a certain tract or parcel of land which has been subdivided into lots numbered 1 through 8 and lots 13 through 19 of Block 1, and lots 1 through 6 of Block 2 as shown Map 1 of 5 recorded in Plat Cabinet C, File 416; lots 7 through 15, and lots 35 through 43 of Block 2 as shown on Map 2 of 5 recorded in Plat Cabinet C, File 417; lots 16 through 34 of Block 2 as shown on Map 3 of 5 recorded in Plat Cabinet C, File 418; lots 46 through 51 shown on Map 4 of 5 recorded in Plat Cabinet C, File 419; and lots 9 through 12 of Block 1, and lots 44 and 45, and lots 52 through 58 of Block 2 as shown on Map 5 of 5 recorded in Plat Cabinet C, File 420; Union County Registry, being Weddington Ridge Subdivision. By this instrument, it is intended that all lots shown on the above recorded maps be included within and subject to the restrictive covenants hereinafter described, and the omission of any lot or parcel from the above numbered lots and blocks is unintentional and shall be subject instrument also be included and subject to the covenants; and

WHEREAS, the said parties of the first part intend to convey said numbered lots as the same are shown and delineated on the above-mentioned maps by deeds, deeds of trust, mortgages, and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm, or corporation which may acquire title to any or all of said numbered lots and to which shall be binding upon each such person, firm, or corporation to whom or numbered lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, the said parties of the first part hereby covenants and agrees which said Prospective Purchasers that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said numbered lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all of a numbered parcel on said maps may combine with such numbered parcel, parts or portions of another numbered parcel or parcels, the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. See, also, paragraph 15.

2. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any lot. No mobile, manufactured

Filed for record 11-17-89  
 Date 11-17-89  
 Time 4:06 of clock P. M.  
 O'NEIL L. PLYER, Register of Deeds  
 Union County, Monroe, North Carolina

Drawn By: *John*  
 Return to: *P + B, Attys.*

*Amendment to Declaration of  
 Restraintive Covenants  
 Book 480 Page 409*

BOOK 464 PAGE 874

modular home may be erected or permitted to remain upon any Lot. A private garage, outbuildings as herein expressly permitted and an overhead story for servant's quarters not rented, leased or utilized for any remuneration are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot. It is provided, however, that the parties of the first part, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such model home may be maintained in the subdivision. Each Lot shall be used for residential purposes, only. Garages and carports may be maintained in the subdivision, and may be detached or attached and part of the dwelling. Garages and carports shall be constructed only on the side or rear of any dwelling and shall have only a rear or side car entrance and shall be constructed of material and design substantially similar in quality, materials and design of the dwellings. The word "garage(s)" shall include and encompass carport(s) as herein used.

3. Dwelling Size.

(a) Any one-story dwelling erected upon any Lot shall contain not less than 1400 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

(b) Any one and one-half story dwelling erected upon any Lot shall contain not less than 1,600 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 800 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

(c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not less than 1,600 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 800 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. Construction Quality. All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroil siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No metal storage shed shall be located on any Lot. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot. No barn of any kind, design or material shall be constructed or placed on any lot. Developer, Don S. Simpson, reserves the right to approve the color of exterior stain and paint used on any structure, such approval to be in writing, and such approval will not be unreasonably withheld.

(a) Construction of new residential dwelling and other structures on a lot shall be permitted, only; the moving

and placement of an existing structure (including residence) from other property to any lot in the subdivision shall be prohibited.

5. Setback Lines. No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. No building shall be located nearer than ten feet to any side line or nearer than fifteen feet to the rear line of any lot. It is provided, however, that eaves, steps, stoops and fireplaces chimneys shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question, is not a violation of this Declaration or of the provisions of the recorded plat.

6. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid lots. A drainage and utility easement five feet in width is reserved along each sideline of each lot. Additional drainage easements and utility easements are reserved as may be more particularly shown and delineated on the recorded map of the subdivision. Within said easements as reserved, no structure, piling 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 interfere with drainage and the flow of water within the easement areas. The owner of each lot shall maintain that portion of said lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public utility or utility company.

7. Garbage and Refuse Disposal. No lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

8. Antennas and Satellite Dishes: No freestanding antenna shall be permitted on any lot, No satellite dish shall be permitted on any lot.

9. Nuisances. 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 a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any lot. No trailer, mobile home, camper or like recreational vehicle

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shall be permitted to remain upon any lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "lot" shall include subdivision street.

10. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. Signs. No signs of any kind shall be displayed to the public view on any lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

12. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept providing they are not kept, bred, or maintained for commercial purposes. Horses of course are included within this restriction and shall not be permitted.

13. Restriction Against Fences. No fence may be erected nearer the front lot line of a lot than the front face of the dwelling located on such lot. No fence which exceeds six feet in height may be erected on any other portion of the lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area. No chain link or wire mesh or barbed wire fences shall be constructed or permitted.

14. Outside Access to Streets. No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through fraction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets.

15. Combination of Lots; Further Subdivision. More than one lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to re-subdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided lots.

16. Utility Lines. All electrical utility lines and all other lines, including pipe lines, shall be underground.

17. Changes and Time Period. These restrictive covenants are subject to being altered, modified, changed or cancelled at any time by written document executed by the Declarants (if Declarants) still own any lot at such time) and by the then-owners of not less than 75% of the total lots shown on the above referenced plats, and recorded in the office of the Register of Deeds of Union County, NC.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned lots up to and including the 1st. day of January, 2010, at which time said covenants shall be automatically extended for successive periods of five years, unless by a written instrument executed by a major

ity of the than-owners of said lots, and duly recorded in the office of the Register of Deeds of Union County no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agreed to change or cancel in whole or in part.

18. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of or side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages.

19. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IT IS HEREBY DECLARED THAT the above described lots as shown on all the above referenced recorded maps shall be and are subject to the above described restrictive covenants and conditions, and this Declaration and the Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

IN TESTIMONY WHEREOF, parties of the first part have set their hands and seals this day, month and year above written.

*Don J. Simpson* (SEAL)

*Allen J. Simpson* (SEAL)



NORTH CAROLINA, Union County.  
I, a Notary Public of the County and State aforesaid, certify that Don J. Simpson and wife, Allen J. Simpson or personally appeared before me this day and acknowledged the execution of the foregoing Instrument, Witness my hand and official stamp or seal, this 16<sup>th</sup> day of September, 1991.  
My commission expires: July 26, 1991 Kevin B. Price Notary Public

The foregoing certificate of Karen B. Price, Notary Public of Union Co., N.C.  
is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page above this page refers.  
**O'NEIL L. PLYLER** REGISTER OF DEEDS FOR Union  
BY Joseph M. Jayford Deputy/Assistant Register of Deeds