

See Amd. to
Restrictions
Bk 1159B.517

BK 701 PG 370

*Applies
copy*

STATE OF NORTH CAROLINA
COUNTY OF UNION

RECORDED
and
INDEXED
1 YEAR
PSS

Filed for record
Date 11-23-94 Time 2:30-94
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

DECLARATION OF RESTRICTIONS
RIDGEFIELD

This agreement made this 29th day of March, 1994 by and between D & D Properties Inc. and Melanis Construction Co. dba Melanis Homes, North Carolina corporations, and any and all persons, firms or corporations acquiring any of the property hereinafter described.

WITNESSETH:

WHEREAS, D & D Properties, Inc. is the owner of that certain development known as Ridgefield as the same as shown on map thereof recorded in Cabinet D, File 555 and 556, in the Union County Public Registry; and

WHEREAS, Melanis Construction Co. has already purchased lots from D & D Properties, Inc. in said development and has the option to purchase the remaining lots; and

WHEREAS, D & D Properties, Inc. and Melanis Construction Co. have agreed to restrict the use hereinafter set forth for the protection of said property and the future owners thereof;

NOW, THEREFORE, in consideration of the premises, D & D Properties, Inc. and Melanis Construction Co. for itself, its successors and assigns, agree with any and all persons, firms or corporations acquiring any of the property shown on said subdivision map of Ridgefield recorded as aforesaid, that the same shall be and is hereby subject to the following restrictions, conditions and covenants (hereinafter referred to as "Restrictions"), relating to the use and occupancy thereof, which said restrictive covenants shall run with the land by whomsoever owned and shall be binding upon all future owners of said land:

1. RESIDENTIAL USE OF LAND. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot. 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. No mobile homes, modular home, or prefabricated dwellings shall be allowed.

2. MINIMUM SIZE OF RESIDENCE. No one-story residence shall be constructed or permitted to remain on any lot unless it shall have at least 1,000 square feet of heated floor space. No residence of more than one-story shall be constructed or permitted to remain on any lot unless it shall have at least 1,200 square feet of heated floor space. Before the construction of any dwelling or structure is started the plans and specifications must be submitted for Architectural Review and approval of the design, color, and material selections to include brick, sidings, eaves, corner styles, soffits, windows, doors, roofing, roof pitches, mail boxes, paper boxes, and interior floor design and finishes. Exact location of the structure must be shown on the lot and is subject to written approval. The approval or disapproval will be given in writing by Melanis Construction Co. or D & D Properties, Inc. within 45 days of receipt of the plans and specifications to include the location of the structure on the lot.

*Plans to: D&D Properties Inc
PO #32
Sutton Hall NC 28177
021572*

3. **LOCATION OF BUILDINGS.** No building, unattached garage or carport shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, which map is incorporated by reference herein.
4. **SIZE OF LOTS.** No residential structure shall be placed or erected on any lot which has an area less than the minimum square footage required by the applicable zoning ordinances in effect as of the date hereof or a width less than the minimum width at the front setback lines required by the applicable zoning ordinances in effect as of the date hereof. No lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the undersigned, or by its successors or assigns, and the written agreement to such subdivision is recorded in Union County Public Registry.
5. **UNINTENTIONAL VIOLATIONS.** In the event of the unintentional violation of any of the building line restrictions herein set forth, D & D Properties, Inc. and McInnis Construction Co., their successors or assigns, reserve the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten (10.0%) percent of the marginal requirements of such building restrictions.
6. **CONDITIONS.**
 - A. **Motor Vehicles:**
 1. No more than three motor vehicles may be parked at a house on a regular basis.
 2. All vehicles must be in good working condition, well maintained, must have all parts (including tires and hubcaps) and must be properly registered.
 3. Driving or parking on the lawns is prohibited.
 4. Street parking is allowed up to two hours per day.
 5. 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 premises within the subdivision. No major maintenance or repair can be performed on a vehicle that will result in an unsightly condition or rendering the vehicle inoperative for more than 4 hours.
 - B. **Recreational and Commercial Vehicles:** Recreational and commercial vehicles such as campers, boats, trucks, tractor trailers, trailers, buses, RV's, etc. must be parked in a garage and must not be visible to neighbors, otherwise they cannot be parked, maintained, or stored on the property or on the streets.
 - C. **Garage Doors:** When not in use, garage doors are to be left in the closed position. Windows in garage doors are not allowed.
 - D. **Radio, Television, Solar and Other Equipment:**
 1. No equipment, antennae, panels, etc. may be on the front side of the house or yard.
 2. Equipment, antennae, panels, etc. must not be visible from the street or to neighbors.
 3. Satellite dishes and large antennae are prohibited altogether.
 - E. **Fencing:**
 1. Fencing is allowed in the back and side yards, not the front yard.
 2. All fencing is subject to architectural review and approval prior to installation.
 3. Standard fencing must not exceed a height of 4 feet except for posts which may be slightly taller.

4. **Privacy fencing** may be up to 7 feet tall and is limited to the enclosure of the patio area only on each lot and the backlines of Lot 1 through Lot 25 only. Privacy fencing will not be permitted on the front and side lines of any lot nor the rear line of any lot other than Lot 1 through Lot 25.
 5. Homeowners must treat and maintain their wooden fences with CWF or comparable solution annually.
 6. Chain link and barbed wire fencing are prohibited.
- F. Additions and Exterior Structures:**
1. All such structures (garages, storage buildings, etc.) must be built and painted to match the residence and must be constructed of the same materials (shingles, siding, cornice, etc.) as the residence.
 2. Such structures must have a roof pitch of 8/12 or steeper.
 3. All such structures are subject to architectural review and approval prior to construction.
- G. Signs:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than twenty-four by thirty-six inches (24" x 36") advertising the property for sale or rent; or used by a builder to advertise the property during the construction and sales period. Additional temporary marking signs and marketing signs may be used by the builder and/or the builder's agent only.
- H. Storm Doors:** All storm doors and screen doors are subject to architectural approval. Six panel wooden and all-view white aluminum storm doors are allowable at the front door.
- I. Animals:**
1. No animals or fowl other than domesticated household pets shall be kept on a lot;
 2. No more than three such household pets are permitted in any given household; provided they are not a nuisance to neighboring properties.
 3. Dogs must be kept on a leash or in a fenced yard at all times.
 4. No commercial raising of animals, livestock, or poultry of any kind shall be permitted. Household pets may not be kept or maintained for commercial purposes or breeding.
- J. Clothes Drying:** No temporary or permanent outside clothes lines are permitted.
- K. House and Yard Maintenance:** Each homeowner must keep his/her house and yard attractive and well-maintained including any exterior structures and fencing. Upon completion of any dwelling, or occupancy of same, whichever comes first, any open or disturbed areas must be seeded and shrubbery planted along the front of each residence. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation of each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations made by the Declarant and, further, any repairs made necessary as a result of such damage shall be at the expense of the owner who shall save Declarant harmless from any loss or liability whatsoever on account thereof.
- L. Illegal, Noxious, and/or Harmful Activities:** These activities and any activity which interferes with a neighbor's "quiet enjoyment" are prohibited. No noxious or offensive trade activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring properties. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other

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outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

M. Above-ground pools are prohibited.

7. **ARCHITECTURAL REVIEW AND APPROVAL.** The architectural review and approval process shall be controlled by Melanis Construction Co. its successors and assigns as long as it maintains its option to purchase lots in Ridgefield. If Melanis Construction Co. no longer maintains this option to purchase said lots at Ridgefield, architectural approval shall be controlled by D & D Properties, Inc., its successors and assigns. Once dwelling structures have been established and are being used for every residential lot on said plot of Ridgefield, the right of approval set forth herein shall be vested in a committee composed of three owners in the subdivision who shall be elected by the majority vote of all owners of the abovesaid lots, one vote per lot.

8. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map, which is incorporated by reference herein. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved over those parcels contiguous to the rear and side lot lines, which parcels are ten (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, where necessary, easements are reserved for drainage facilities, which easements are ten (10) feet in width (or such lesser width as Grantor, its successors or assigns, may determine) and will be located by Grantor, its successors or assigns, in the exercise of its or their sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Where a right-of-way for a drainage easement is asserted by Grantor (or a successor or assign of the Grantor) and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.

9. **EFFECTIVE PERIOD.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five 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 an instrument signed by a majority of the then owners of the lots (exclusive of trustees in deeds of trust and owners and holders of notes secured by deeds of trust) has been recorded, agreeing to change said covenants in whole or in part. These covenants may be enforced by Grantor or any lot owner or owners (or the owner of any interest in said property) by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages. It is not the Developer's or Builder's responsibility to enforce these restrictions. Invalidation of any one of these Covenants by Judgment, Court Order or statute shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

10. **AMENDMENT.** These Covenants may be amended in whole or in part by the affirmative vote of Seventy-five percent (75%) of the then owners of the lots as shown on the aforementioned subdivision plat of Ridgefield as recorded at the Union County Register of Deeds Office. No amendment shall be effective until properly recorded in the office of Register of Deeds for Union County, N.C.

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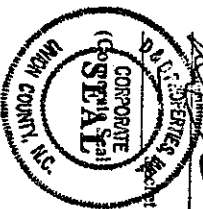
IN WITNESS WHEREOF, the Grantors have caused these presents to be executed as of the day and year first above written.

D & D PROPERTIES, INC., a North Carolina Corporation

By: *D.A. McLennan, President*

ATTEST:

[Signature]
D & D PROPERTIES, INC.
Secretary



MAINNIS CONSTRUCTION CO.,
By: *D.A.M. Davis, President*

ATTEST:

[Signature]
Secretary



Subscribed to and sworn to before me this 29 day of March, 1994.

[Signature]
Notary Public



My Commission Expires: *July 14, 1996*

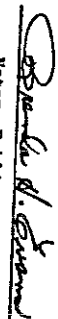


STATE OF NORTH CAROLINA
COUNTY OF UNION

BK 701 PG 375

I, Brenda H. Evans, Notary Public for said County and State, certify that Glenn David Cutbertson personally came before me this day and acknowledged that he is secretary of D & D Properties, Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its secretary.

Witness my hand and official seal, this the 29 day of March, 1996.


Notary Public

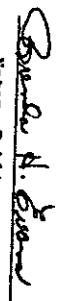


My Commission Expires: July 14, 1996

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Brenda H. Evans, Notary Public for said County and State, certify that Sharon Harkey McInnis personally came before me this day and acknowledged that she is assistant secretary of McInnis Construction Co., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its assistant secretary.

Witness my hand and official seal, this the 29 day of March 1996.


Notary Public



My Commission Expires: July 14, 1996

BK 701 P6376

NORTH CAROLINA - Union County

Brenda H. Eiland

Notary Public of

Union Co., NC

X (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book *701* Page *370*

this *30th* day of *March* 19 *94* at *4:43* o'clock *P.* M.

JUDY G. PRICE, REGISTER OF DEEDS By: *Judy G. Price* Asst/Deputy *RD*

BK 1159PG0517

REC'D
10/22/98
BAC

Drawn by and return to: Lewis R. Fisher, PA

STATE OF NORTH CAROLINA
COUNTY OF UNION

063114

Filed for record
Date 10-22-98
Time 4:40 of clock PM
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

AMENDMENT TO DECLARATION OF RESTRICTIONS
RIDGEFIELD SUBDIVISION

KNOW ALL MEN, by these presents that the undersigned are the owners of greater than seventy five (75%) percent of the owners of lots in the subdivision known as Ridgefield Subdivision as shown in Plat Cabinet C, at File Numbers 555 and 556. Union County Register of Deeds, and

THAT WHEREAS, the subject Ridgefield Subdivision is subjected to Declaration of Restrictions recorded in Deed Book 701 at page 370, Union County Register of Deeds, and

THAT WHEREAS, the undersigned desire to amend paragraph 6 B. of the subject Declaration of Restrictions by deleting and removing the current language and replacing same with the following language:

6. B. Recreational and Commercial Vehicles: Parking of recreational and commercial vehicles such as campers, boats, trucks, tractor trailers, trailers, buses, RV's, etc. is permitted on subdivision lots. However, such vehicles must be parked in the rear yard of any lot.

NOW THEREFORE, the undersigned, for their heirs, successors and assigns do hereby join in the Amendment to the Declaration of Restrictions as follows:

Deleting and removing the current paragraph 6 B. of the subject Declaration of Restrictions and replacing same with the following language:

6. B. Recreational and Commercial Vehicles: Parking of recreational and commercial vehicles such as campers, boats, trucks, tractor trailers, trailers, buses, RV's, etc. is permitted on subdivision lots. However, such vehicles must be parked in the rear yard of any lot.

Except as amended above the Declaration of Restrictions set out in Deed Book 701 at page 370, Union County Register of Deeds, remains in full force and effect as originally drafted.

This 22nd day of October, 1998.

# 1027	<i>Rickie Alexander</i>	<i>Rickie Alexander</i>
	<i>Robert Alexander</i> (SEAL)	<i>Karely Alexander</i> (SEAL)
# 1057	<i>SSS</i>	<i>Andrea Shute</i> (SEAL)
# 1044	<i>Madeline Fisher</i> (SEAL)	<i>Leonard Stone</i> (SEAL)
# 1087	<i>Aaron H. Williams</i> (SEAL)	<i>Madie T. Foulke Jr.</i> (SEAL)
		<i>Susan H. Williams</i> (SEAL)

1003 Wanda N. Ople (SEAL) ✓ Wanda N. Ople (SEAL)

1002 Bill & Nell (SEAL) ✓ Robert S. Moses (SEAL)

1017 Robert B. Nivens (SEAL) ✓ Robert B. Nivens (SEAL)

John M. Nivens (SEAL) ✓ John M. Nivens (SEAL)

1012 Jeanie B. Martin (SEAL) ✓ Jeanie B. Martin (SEAL)

1021 Madeline M. Martin (SEAL) ✓ Madeline M. Martin (SEAL)

1035 Kath Phillips (SEAL) ✓ Kath Phillips (SEAL)

1005 Heaven Virginia (SEAL) ✓ Heaven Virginia (SEAL)

1009 Jim Beck (SEAL) ✓ Lisa Belk (SEAL)

Opal's Busk (SEAL) ✓ Cynthia S. Greff (SEAL)

1006 William James Busk & Busk (SEAL) ✓ William James Busk & Busk (SEAL)

1029 Virginia Mullis (SEAL) ✓ Virginia Mullis (SEAL)

1018 Bob J. Cross (SEAL) ✓ Bob J. Cross (SEAL)

1026 Virginia Davis (SEAL) ✓ Virginia Davis (SEAL)

1024 Ken Ehrler (SEAL) ✓ Ken Ehrler (SEAL)

1051 Linda Ehrler (SEAL) ✓ Linda Ehrler (SEAL)

Ralph Vestuti (SEAL) ✓ Ralph Vestuti (SEAL)

Gina Vestuti (SEAL) ✓ Gina Vestuti (SEAL)

1031 Fin Leonard (SEAL) ✓ Fin Leonard (SEAL)

1028 Felvin Davis (SEAL) ✓ Felvin Davis (SEAL)

1047 Kevin Sinclair (SEAL) ✓ Kevin Sinclair (SEAL)

1047 Lindy I. Boyd (SEAL) ✓ Lindy I. Boyd (SEAL)

1059 Chuck Boyd (SEAL) ✓ Chuck Boyd (SEAL)

1033 James D. English (SEAL) ✓ James D. English (SEAL)

1035 Russ Reeder (SEAL) ✓ Russ Reeder (SEAL)

1037 Melanie Hamilton (SEAL) ✓ Melanie Hamilton (SEAL)

1042 Walt L. Redding (SEAL) ✓ Walt L. Redding (SEAL)

1008 Carroll T. Redding (SEAL) ✓ Carroll T. Redding (SEAL)

1017 Angelle J. Kirk (SEAL) ✓ Angelle J. Kirk (SEAL)

1011 R. T. Rodgers (SEAL) ✓ R. T. Rodgers (SEAL)

1023 Darlan Jackson (SEAL) ✓ Darlan Jackson (SEAL)

Jack Jensen (SEAL) ✓ Jack Jensen (SEAL)

Robin Jensen (SEAL) ✓ Robin Jensen (SEAL)

BK1159P60519

- 1041 Jane Phillips (SEAL)
- 1043 M. Kristen Henry (SEAL)
- 1032 Timothy S. Jeffers (SEAL)
- 1014 Blanca B. Bork (SEAL)
- 1013 _____ (SEAL)
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STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public for Union County, North Carolina do hereby certify that Rickie A. Kinlock, Alexander, Alrea Stone, Leonard Stone, Bridie J. Fawcetter, Susan H. Williams, Linda N. Jordan, Robert S. Mosca, Robyn B. & John M. Nixons, Donnie B. Nozick

Personally appeared before me this date and acknowledged her due execution of the foregoing instrument.

This 17th day of October, 1998.

Janae P. Osten
Notary Public

My Commission Expires: 2-20-2001

BK 1159PG0520

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public for Union County, North Carolina do
hereby certify that MINH D. NGUYEN, KESH PHILLIPS, HELAN
V. CICILIO, LISA BELL, CHRISTINA S. WALKER, DOMENEC BRETHER,
Virginia Mullis, Betty F. Murray Cross,

personally appeared before me this date and acknowledged her due execution of the foregoing instrument.

This 18th day of October, 1998.

Sharon O. Oster
Notary Public



My Commission Expires: 2-20-2001

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public for Union County, North Carolina do
hereby certify that Rob & Linda Davis, Ron & Linda Elliott,
Ralph & Gina Vestuti, Erin Leonard, Kelvin Davis,
Kevin Sinclair, Cindy S. Boyd

personally appeared before me this date and acknowledged her due execution of the foregoing instrument.

This 19th day of October, 1998.

Sharon O. Oster
Notary Public



My Commission Expires: 2-20-2001

BK 1159PG0521

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public for Union County, North Carolina do hereby certify that Chuck Boyd, Kelvin S. + Laura Adams, James D. English, Ricky Reeder, Melvane Hamilton, Jeff L. Pedding, Russell T. Prother, Angela S. Bullock,

personally appeared before me this date and acknowledged her due execution of the foregoing instrument.

This 20th day of October, 1998.

Deanna P. Anten
Notary Public

My Commission Expires: 2-20-2001

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public for Union County, North Carolina do hereby certify that R. T. Rodgers, Darla Jackson, Jack + Edoin Jensen, Joan Phillips, M. Kristin Henry, Timothy S. Jeffers, Bob Morhe + Hans, Jonathan, Brian C. Royle,

personally appeared before me this date and acknowledged her due execution of the foregoing instrument.

This 21st day of October, 1998.

Deanna P. Anten
Notary Public

My Commission Expires: 2-20-2001

NORTH CAROLINA, IN UNION COUNTY
The foregoing certificate of
Deanna P. Anten Notary Public
I, Deanna P. Anten Notary Public
do hereby certify that the foregoing instrument was
filed for record this 23 day
of Oct 19 98 at 4:40 PM
JUDY G. PRICE, REGISTER OF DEEDS
BY: Judy Price