

Highmark Properties, LLC

***P. O. Box 121
Kernersville, NC 27285***

“Communities of Distinction”

“Restrictive Covenants”

at

Heron’s Nest

Oak Ridge, North Carolina



2006112260

GUILFORD CO, NC FEE \$57.00
NON-STANDARD DOC FEE \$25.00

PRESENTED & RECORDED:

11-30-2006 08:45:23 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY LINDA F. ALLRED

DEPUTY

BK: R 6638

PG: 2018-2024

Heron's Nest Subdivision

NORTH CAROLINA

RESTRICTIVE COVENANTS

GUILFORD COUNTY

Know all men by their presence that **HIGHMARK PROPERTIES, LLC**, a North Carolina LLC, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING those Lots in **Heron's Nest Subdivision, Oak Ridge, North Carolina**, as shown on the plats thereof recorded in Plat Book _____, at Pages _____ in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, with an attached garage for not less than two cars, or a detached garage for not less than two cars, so long as the detached garage is similar in architecture and is color coordinated to the single family dwelling it accompanies, except as otherwise specifically approved in writing by Declarant. No garages shall be erected in a way that the entry doors shall face the street. All driveways that service any constructed single family dwelling shall be paved with concrete no less than 12' in width.
2. No structure shall be erected, placed, altered or allowed to remain on any lot except one detached single family dwelling and one detached garage, as applicable. Heated area of the structure shall not be less than 2,900 square feet in the case of a one-story dwelling, not including basement, or in the case of a one and one-half or two story dwelling, not less than 3,500 square feet, of which 1,400 square feet must be on the main level, and which may not include basement.
3. All building plans, including site preparation must receive written approval by Declarant prior to the commencement of any construction. Any person or persons desiring to erect, construct or build a home on the property, must submit to the Declarant a full set of plans and specifications. "House plans" including floor plan; front, rear, and side elevations; plot plan if deviated from original

plan, which shows proposed location of the home, driveway, etc. Specifications shall contain brick or stone and color and size. Roofing materials, color and type; and approximate color of trim paint is also required.

4. All driveways must be paved with concrete, brick, or other decorative materials approved by Declarant, and must be at least 12 feet in width along the entire length from the street to the home. No asphalt driveways will be permitted. Driveway culvert headwalls must be constructed of stone to match the Heron's Nest development sign. The owner of each lot shall be responsible for the grading and completion of other requirements of the North Carolina Department of Transportation for that portion of the lot bordering on any street, in order that the street may be accepted as an addition to the highway system of the State of North Carolina.
5. Exterior wall veneers for all houses must be 75% brick, stone, or of such other masonry product as may be approved in writing by the Declarant. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All dwellings shall have a roof pitch of at least 9/12 and use architectural type shingles.
6. Mailboxes shall be metal and uniform in design as approved by Declarant.
7. No fence shall be erected or allowed to remain on any lot if any portion thereof extends in front of the rear building line of the main structure.
8. No vegetable garden shall be allowed to front any street, and any such garden shall be confined to the rear of the dwelling.
9. No above ground swimming pools shall be permitted.
10. Notwithstanding any of the foregoing provisions, no dwelling, garage, outbuilding, storage building, fence, or other structure shall be erected on any lot, without a complete set of the building plans and specifications, including a site plan indicating placement on the lot, exterior building materials, and elevations to be submitted to and approved by Declarant prior to the commencement of any construction. Any such plans that are submitted to the Declarant and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted by the Declarant.
11. All above ground well covers must be concealed within the landscaping.
12. No residence of temporary nature shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or outbuilding

erected on said property shall be used as a residence, either permanently or temporarily.

13. No animals shall be kept or maintained on any lot herein restricted, except for household pets which shall be limited to two (2) dogs and two (2) cats. Dog lots or dog houses shall not be visible from the road and must be approved in advance by Declarant. Dogs must be leashed when off the owner's lot.
14. Declarant shall be permitted to erect one or more mobile offices or houses on any lot that it owns for the purpose of maintaining sales information centers and construction offices. No junk vehicles, nor cars, trucks, boats, or any other vehicles not actively used by a current resident shall be stored for repairs or restoration; nor shall any other type of salvage be placed on any lot in the development. No trucks larger than a pick-up truck, no recreational vehicles (including, but not limited to motor homes, trailers, campers, boat trailers or boats) shall be permitted on any lot unless parked inside the garage with the garage doors closed. All vehicles owned by residents must be parked in the garage or on the concrete driveway. No owner of property shall be permitted to park their vehicles on any street in the development. No commercial vehicles of any kind shall be parked on any street or any lot in the development. Motorcycles, mopeds, go-carts, three-or-four wheel ATVs, and any other non-licensed vehicles will not be permitted to be operated in any area of the development except on the lot of the owner and then only to the extent that they do not create a safety or noise nuisance.
15. Construction shall be deemed commenced when grading or excavation is begun for any detached single-family dwelling. Once construction has commenced, work thereon must be pursued diligently and the home as approved by the Declarant, shall be completed within 12 months from the date construction is commenced. If construction is not completed within 12 months and no extensions have been granted by Declarant, then Declarant has the right to give notice to the owner that said owner has 30 days to complete construction or the remove all construction work in progress and to fill and grade the lot to its natural grade level. If the owner fails to do so, Declarant may, at Declarant's option, remove the construction work in progress at owner's expense and place a lien upon the lot if owner's fail to pay these expenses. Construction of a single-family dwelling must commence within one year of purchase of a lot unless written permission is otherwise given by Declarant.
16. Trees may be removed for the construction of driveways or homes if located within 30 feet of building foundations. No trees measuring eight inches or more in diameter at one foot above ground shall be removed without the written permission of the Declarant. Builder and/or homeowner will be subject to fines

as deemed necessary if tree removal is done prior to Declarant's written permission.

17. During construction, the property owner and the builder shall place gravel or sand rock on the temporary driveway to prevent dirt or mud from being tracked onto the street, and shall maintain the construction site in a clean and uncluttered condition. Construction debris needs to be maintained within a confined area. Construction may not commence prior to 7:00 a.m. or be continued after 7:00 p.m., Monday through Friday. No construction is permitted on weekends. Interior construction which is not audible outside of the home is not restricted by this covenant. During the construction, radios or stereos shall not be played at a level so as to be objectionable to neighboring residents.
18. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear unclean or untidy, or that will be unsightly to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed as needed to maintain a well kept appearance, regardless of whether a home has been constructed thereon. In the event that a lot has not been mowed and kept in such manner, said lot may be mowed by the Declarant or by the Homeowner's Association and the expense thereof may be charged back to the lot owner and shall constitute a lien on said lot until paid.
19. Satellite dishes measuring more than 18 inches in diameter are not permitted. Dishes shall be placed in the least visible area, away from the front of the home as much as possible.
20. The Common Area of Heron's Nest shall be governed by Heron's Nest Homeowner's Association so as to maintain the quality of the subdivision. The Heron's Nest Homeowner's Association shall be responsible for the upkeep of the subdivision signs, walking trails and Common Area. All lot owners shall be members of the Heron's Nest Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole discretion and shall not be subject to any assessments thereof without its consent. All buyers will be assessed Heron's Nest Homeowner's Association dues at closing. Said dues shall be \$100.00 per year initially and are subject to change by Declarant or Homeowner's Association as needed.

- Common Area will be maintained for Passive Recreational Uses including, without limitation, walking, fishing, animal and plant observation, and any other purposes consistent within passive recreational uses. The common areas shall be maintained in their natural scenic wooded and open condition and restricted from any development or use that would interfere with said natural condition.
- Motorized Vehicles, other than those essential to the construction and maintenance of permitted facilities and natural features therein are not permitted within the Common Area.
- Structures within the Common Area will be limited to a lakeside picnic shelter located near the northwest corner of the lake, park benches, foot bridges, and other non-residential type recreational structures. Such structures will be for the exclusive private use of Heron's Nest Residents.
- Fishing piers/docks will be limited to one pier/dock for private use by Heron's Nest Residents to be constructed in the vicinity of the picnic shelter.
- Other than those described above, there shall be no construction or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Common Area except for the following: placement and display or no trespassing signs or other local, state or federal signage; traffic signage or similar informational signs, for sale or lease signs, boundary fencing, signs identifying the conservation values of the Common Area, and/or signs identifying the Heron's Nest Homeowner's Association as owner of the Property.
- There shall be no additional disturbance of natural features, plants and animals, cutting or removal of trees, or the disturbance of other natural features within the Common Area, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of foot trails, pier and picnic shelter allowed hereunder, (2) selective cutting and prescribed clearing of vegetation, for wetlands enhancement and/or control of non-native plants and (3) fishing pursuant to applicable rules and regulations described herein.
- General maintenance of the common areas otherwise may include planting of various grasses and herbaceous vegetation, mowing, pruning, and general control of undesirable vegetation.

- Repairs and improvements to the existing earthen dam located at the north end of the lake are the responsibility of the Heron's Nest Homeowner's Association. Said maintenance and repairs to the dam shall be under the control and supervision of the North Carolina Department of Environment and Natural Resources (NCDENR), Land Quality Section. Declarant will deliver said dam in compliance with NCDENR.
 - Industrial and commercial activities and any right of passage for such purposes are prohibited within the Common Area.
 - Agriculture, timber harvesting, grazing, and horticultural and animal husbandry operations are prohibited within the Common Area.
 - Mineral Use, Excavation and Dredging are not permitted within the Common Area. There shall be no filling, drilling, or removal of topsoil, sand, gravel, rock, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management or maintenance activities otherwise permitted in the Common Area.
 - There shall be no pollution or alteration of wetlands or water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over Common Area or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, draining, filling, or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities.
 - Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Common Area is prohibited.
 - The Common Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of Property.
21. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.
22. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

- 23. Heron's Nest Homeowner's Association will be responsible for Taxes and Liability Insurance as appropriate to the Common Area.
- 24. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, 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, HIGHMARK PROPERTIES, LLC, a North Carolina Limited Liability Company, has caused this instrument to be executed this 25TH Day of OCTOBER, 2006.

HIGHMARK PROPERTIES, LLC,
A North Carolina Limited Liability company

By: [Signature] (SEAL)

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that Mitchell J. Blevins, Highmark Properties, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 25 Day of October, 2006

Comm Exp 1-24-2011 Nina G. White

