

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS MAY 25 3 53 PM '94
CEDAR SPRINGS

CHARLES H. HESS,
REGISTER OF DEEDS
CABARRUS COUNTY, NC

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this the 25th day of May, 1994, by THE KING CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on maps of CEDAR SPRINGS, which maps are recorded in Book 26, Page 68, Phase I Section I and Book 27, Page 1, Phase I Section 2, of the Cabarrus County Registrar of Deeds, and desires to create thereon an exclusive residential community of single-family houses to be named CEDAR SPRINGS; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision, and, to this end, desires to subject the real property shown upon the aforesaid maps to the covenants, conditions, restrictions, and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of CEDAR SPRINGS is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

mail - Homes By George Steele, Inc.
PO Box 2686
Matthews, NC
28106

Section 2. "Properties" shall mean and refer to the "Property" described in Article II

Section 3. "Lot" shall mean and refer to any numbered plot of land with delineated boundary lines appearing on any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to THE KING CORPORATION and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing resident buildings) to be constructed thereon, and any such successor in title to THE KING CORPORATION shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed), but no longer.

The address for THE KING CORPORATION is:

THE KING CORPORATION
1119 Ashford Green Avenue
Concord, N. C. 28207
(704) 788-9276

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Cabarrus County, North Carolina, and is more particularly shown on the maps of CEDAR SPRINGS recorded in Book 26, Page 68, Phase I, Section I and Book 27, Page 1, Phase I, Section II of the Cabarrus County Registrar of Deeds.

ARTICLE III

ARCHITECTURAL CONTROL

Section I. Plans and Specifications. No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition or change to or alteration therein be made, including the erection of antennas, aerials, awnings, the

placement of reflective or other material in the windows of a house or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the event Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Declarant shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The Declarant shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot. Refusal or approval of plans, specifications, builder, or location may be based on any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. In order to assure that location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations, the Declarant reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the builder or lot Owner to recommend a specific site.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the Declarant as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm, or entity shall be approved as a builder unless such person, firm, or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the Declarant as hereinabove set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article

III, the Declarant or its duly appointed agent, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, shall be entitled to enter upon the property of Owner and cure such defect, including removal of any structure built in violation hereof, all at the cost and expense of Owner. This right of the Declarant, or its agent, shall be in addition to all other general enforcement rights which the Declarant may have for a breach of a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use. All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for each house for not more than two cars, and other accessory structures customarily incidental to use of the plot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line as required by the Cabarrus County Zoning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this Section, provided, however, that they are in compliance with the Cabarrus County Zoning Ordinance or any other applicable ordinance.

Section 3. Subdivision of Lots. No person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected on any lot not having a finished heated area of less than 1100 square feet.

Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of the Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be

erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Declarant or its designated agents or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Satellite Dish Antennas. No satellite dish antenna shall be erected or installed provided, however, that dishes of 18 inches in diameter or less may be allowed with specific approval from the builder/developer as to size and location.

Section 10. Harmony of Structures. No structure shall be constructed on any Lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 11. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise

Section 13. Animals. 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, provided that they are not kept, bred, or maintained for any commercial purpose. Limit of two (2) pets per household. Pets must be maintained on a leash at all times when off their property.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste, and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article III hereof. Additionally, no fence will be permitted on any lot adjacent to a creek within 50 feet from the edge of the creek bank.

Section 16. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. Parking of Vehicles. No commercial vehicle in excess of 3/4 tons shall be permitted.

All automobiles, trailers, recreational vehicles, mobile homes and campers must have a current license plate affixed. No vehicle, vessel or equipment of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot on any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot.

Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way nor shall vehicles be parked or stored on any part of the lot not approved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude

occasional overflow parking within the street right-of-way for guest or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

Travel trailers, boats, boat trailers, recreational vehicles and equipment shall be permitted to be parked only in the following manners:

- (a) Within the enclosed structures or
- (b) on paved private driveways outside the public right-of-way, provided that such vehicles are parked behind the front setback lines described in Article IV and are screened from neighboring views.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This declaration may be amended prior to January, 2010, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, THE KING CORPORATION, Declarant, has caused this Declaration to be executed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

THE KING CORPORATION

By:

[Signature]
President



David King
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that David King personally came before me this day and acknowledged that she is David King Secretary of The King Corporation a North Carolina corporation, and 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 her as its Corporate secretary. Witness my hand and official stamp or seal this 25th day of May 1994.

My commission expires: March 27, 1996 Notary Public

David D. Daugherty
Notary Public



NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of David D. Daugherty a notary public, is (are) certified to be correct. This the 26th day of May 1994

CHARLES B. ROSS, REGISTER OF DEEDS
Charles B. Ross
Asst. / Register

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

Jun 22 1 57 PM '95

CEDAR SPRINGS - PHASE III

CHARLES B. ROSS
REGISTER OF DEEDS

CABARRUS COUNTY, N.C.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,

made this 19th day of December, 1995, by THE KING CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on maps of CEDAR SPRINGS, Phase III, which maps are recorded in Book 29 Page 17, and Book 29, Page 18, of the Cabarrus County Register of Deeds, and desires to create thereon an exclusive residential community of single-family houses to be named CEDAR SPRINGS; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the value and amenities of all properties within the subdivision and, to this end, desires to subject the real property shown upon the aforesaid maps to the covenants, conditions, restrictions, and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of CEDAR SPRINGS, Phase III, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 2. "Projector" shall mean and refer to the "Property" described in Article II.

Section 3. "Lot" shall mean and refer to any numbered plot of land with delineated boundary lines appearing on any recorded subdivision map of the Properties.

Trail - King Corporation
1119 Ashford Street, Suite
Concord, N. C. 28027

Section 4. "Declarant" shall mean and refer to THE KING CORPORATION and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing resident buildings) to be constructed thereon, and any such successor in title to THE KING CORPORATION shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed), but no longer.

The address for THE KING CORPORATION is:

THE KING CORPORATION
1119 Ashford Green Avenue
Concord, N. C. 28207
(704) 788-9276

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Cabarrus County, North Carolina, and is more particularly shown on the maps of CEDAR SPRINGS, Phase III, recorded in Book 29, Page 17, and Book 29, Page 18, of the Cabarrus County Registrar of Deeds.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Plans and Specifications. No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition or change to or alteration therein be made, including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a house or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the event Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it,

approval will not be required, and this Article will be deemed to have been fully complied with. The Declarant shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25,000. The Declarant shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot. Refusal or approval of plans, specifications, builder, or location may be based on any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. In order to assure that location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations, the Declarant reserves the right to control absolutely and solely to decide the precise site and location of any house, fences and height of fences, or other structure upon all Lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the builder or lot Owner to recommend a specific site.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the Declarant as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm, or entity shall be approved as a builder unless such person, firm, or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the Declarant as hereinabove set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article III, the Declarant or its duly appointed agent, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, shall be entitled to enter upon the property of Owner and cure such defect, including removal of any structure built in violation herof, all at the cost and expense of Owner. This right of the Declarant, or its agent, shall be in addition to all other general enforcement rights which the Declarant may have for a breach of a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

ARTICLE IV
USE RESTRICTIONS

Section 1. Land Use. All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for each house for not more than two cars, and other accessory structures customarily incidental to use of the plot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line as required by the Cabarrus County Zoning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this Section, provided, however, that they are in compliance with the Cabarrus County Zoning Ordinance or any other applicable ordinance.

Section 3. Subdivision of Lots. No person or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected on any lot not having a finished heated area of less than 1,00 square feet.

Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of the Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Declarant or its designated agents or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

Section 7. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Satellite Dish Antenna. No satellite dish antenna shall be erected or installed provided, however, that dishes of 18 inches in diameter or less may be allowed with specific approval from the builder/developer as to size and location.

Section 10. Harmony of Structures. No structure shall be constructed on any Lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 11. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installation and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The Developer and/or Public Utility shall have access at any time to these perpetual easements for utility and drainage requirements as may be required.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; 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.

Section 13. Animals. 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, provided that they are not kept, bred, or maintained for any commercial purpose. Limit of two (2) pets per household. Pets must be maintained on a leash at all times when off their property.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste, and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article III hereof. Additionally, no fence will be permitted on any lot adjacent to a creek within 50 feet from the edge of the creek bank.

Section 16. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. Parking of Vehicles. No commercial vehicle in excess of 3/4 tons shall be permitted.

All automobiles, trailers, recreational vehicles, mobile homes and campers must have a current license plate affixed. No vehicle, vessel or equipment of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot on any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot.

Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way nor shall vehicles be parked or stored on any part of the lot not approved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guest or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

Travel trailers, boats, boat trailers, recreational vehicles and equipment shall be permitted to be parked only in the following manners:

- (a) Within the enclosed structures or
- (b) on paved private driveways outside the public right-of-way, provided that such vehicles are parked behind the front setback lines described in Article IV and are screened from neighboring views.

BOOK 1554 PAGE 1772

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This declaration may be amended prior to January, 2010, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

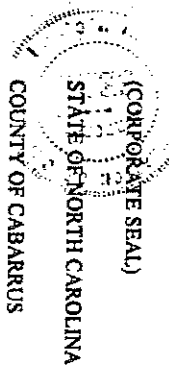
IN WITNESS WHEREOF, the undersigned, THE KING CORPORATION, Declarant, has caused this Declaration to be executed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

THE KING CORPORATION

By: [Signature]
President

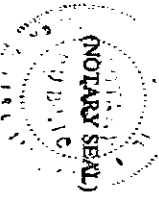
ATTEST:

[Signature]
Secretary



I, a Notary Public of the County and State aforesaid, certify that Carol A. King personally came before me this day and acknowledged that she is Secretary of The King Corporation, a North Carolina corporation, and 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 Carol A. King as its secretary. Witness my hand and official stamp or seal this 23 day of December, 1995.

My commission expires 6-19-96 [Signature] Notary Public



NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or apparent) certificate(s) of [Signature] day of January, 1996 is (are) certified to be correct. This the 23 day of January, 1996

CHARLES B. MOSS, REGISTER OF DEEDS
[Signature] Assistant Register