

PREPARED
AND
SERIALIZED
BCC

STATE OF NORTH CAROLINA
COUNTY OF UNION

Reference
JMB

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Frederick R. Kuttems and wife, Martha Kuttems, hereinafter collectively referred to as Grantors, do hereby covenant and agree to and with all other persons, firms, or corporations now existing or hereafter acquiring any property in the area hereinafter described:

BRING all of lots 1 through 11 of Kingsland Subdivision, Phase I, as shown on plat of same by S & S Land - Surveyors, R.L.S. dated the 25th day of July 1990, recorded in Plat Cabinet G, File No. 596 in the Union County Registry and incorporated herein by reference.

That all of the lots in the above described property to be known as "Kingsland Subdivision", now owned by Frederick and Martha Kuttems, are hereby subjected to the following restrictions as to the use thereof; and,

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until September 30, 2010, at which time these covenants shall be automatically extended for successive periods of ten years unless the recorded owners of a majority of the residential lots or tracts within the above described property agree to change said covenants in whole or in part.

I.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein which shall remain in full force and effect. These covenants and restrictions are imposed as a part of a common development plan for the property and, accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property, said property being a portion of the property conveyed to Frederick and Martha Kuttems by deed recorded in book 464, at Page 360 of the Union County Registry.

II.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in the above described properties to prosecute any violations at law or in equity against the person or persons, violating or attempting to violate any such covenants, and either to prevent him or them from so doing or recover damages or other dues for such violation.

III.

All lots shall be used for residential purposes only. The lot shall contain only one single family residence with its outbuildings. The exceptions are those lots of 60,000 square feet or more designated for duplexes. These must have a total of 2,000 square feet of living space. No house trailers or mobile homes allowed even temporarily.

IV.

The residence and its outbuildings must be at least 50 feet from road right of way and at least 40 feet from the back and 15 feet from side of property line. Homes are to be of stick construction or modular with approval of developer. Minimum size 1200 square feet heated living space. Garage is to be of similar construction as home.

V.

You cannot cut trees within 30 feet of road right of way except for pruning, disease or to construct a driveway to the residence. Only cut minimum of trees necessary for house, septic field and driveway.

VI.

You cannot build metal fences, pump houses, or parking areas within 50 feet of a road right of way nor in front of lot. Any out buildings (storage of tools) must be in back of the house.

VII.

No activity to be carried out on any part of the property which would be offensive (e.g. create a bad smell), become a nuisance or be an annoyance to your neighbors. No exterior light fixtures shall be allowed to extend beyond the boundary of your property. No contamination of streams which cross the property with oil, sewage or garbage. No satellite dishes except in rear of house.

VIII.

Property cannot be used as a dumping ground for rubbish or other refuse. Garbage must be kept in proper containers and must be stored at least 20 feet inside your property line. Any incinerator or equipment used to store trash must be kept clean and must be at least 20 feet inside your property line.

IX.

Small animals (dogs, cats or poultry) may be kept if their total number never exceeds 3 per acre. If a litter is born, they may be kept for 10 weeks. Only 1 horse per acre.

X.

Driveways must not interfere with existing roadways or drainage. A pipe of adequate size and state approved to handle run-off must be installed by owner in the ditch under the driveway and each property owner is responsible to keep the roadway ditch clean in front of his/her property.

XI.

These restrictions are subject to being altered, modified, changed, or cancelled at any time as to the above described property as a whole, or as to any subdivided lot or part thereof, by written document executed by the Grantors, their heirs, successors, or assigns, and by the then owners of not less than 75% of the residential lots or tracts within the above described properties to which these restrictions apply, and recorded in the Office of the Register of Deeds for Union County, North Carolina.

XII.

The Grantors reserve for themselves, their heirs, successors, and assigns, the right or privilege to revise or redesign and all portions of the above described property which have not been previously conveyed by the Grantors.

XIII.

No owner of any lot, tract, or parcel of property located within the above described property can grant, convey, or dedicate any portion of any lot, tract, or parcel of said property for a road or street, or grant, convey, or dedicate any road easement which will allow the above described property to be connected or joined by such road or easement to any other adjoining lot, tract, or parcel or subdivision without the written consent of all of the owners of the subdivided lots, tracts or parcels of said property to which these restrictions apply.

IN WITNESS WHEREOF, Frederick H. Kuitems and wife, Martha Kuitems, have caused these presents to be signed in their names, this the 20th day of September, 1990.


Frederick H. Kuitems (SEAL)


Martha Kuitems (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

Before me, a Notary Public of said county and state, personally appeared before me this day FREDRICK H. KUISTEMS and MARTHA KUISTEMS and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This, the 21st day of September, 1990.


NOTARY PUBLIC (SEAL)



STATE OF NORTH CAROLINA

COUNTY OF UNION

The foregoing certificate of Erwin S. Gantt
Notary(ies) Public of Union County, North Carolina, is/are hereby
certified to be correct. This instrument was presented for registration and
recorded in this office in Book 181, page 11.

This 26 day of September, 1990, at 4:39 o'clock P.m.

D. M. Neil S. Pyle
Registrar of Deeds

By: Bonnie G. Stewart
Deputy

Return to: GANTT

Maple, G, H & L, APFS

BOOK 496 PAGE 217

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Fredrick H. Kuitlems and wife, Martha Kuitlems, hereinafter collectively referred to as Grantors, do hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described:

BEING all of lots 12 through 67 of KINGSLAND SUBDIVISION, Phase II, as shown on plat of same by S & S Land Surveyors, R.L.S. dated the 25th of July 1990, recorded in Plat Cabinet C, File No. 658 and 659 in the Union County Registry and incorporated herein by reference.

That all of the lots in the above described property to be known as "Kingsland Subdivision", now owned by Fredrick and Martha Kuitlems, are hereby subjected to the following restrictions as to the use thereof, and,

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until September 30, 2010, at which time these covenants shall be automatically extended for successive periods of ten years unless the recorded owners of a majority of the residential lots or tracts within the above described property agree to change said covenants in whole or in part.

I.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein which shall remain in full force and effect. These covenants and restrictions are imposed as a part of a common development plan for the property and, accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property, said property being a portion of the property conveyed to Fredrick and Martha Kuitlems by deed recorded in Book 464, at Page 360 of the Union County Registry.

II.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in the above described properties to prosecute any violations at law or in equity against the person or persons, violating or attempting to violate any such covenants, and either to prevent him or them from so doing or recover damages or other dues for such violation.

III.

All lots shall be used for residential purposes only. The lot shall contain only one single family residence with its outbuildings. The exceptions are those lots of 60,000 square feet or over designated for duplexes. These must have a total of 2,000 square feet of living space. No house trailers or mobile homes allowed even temporarily.

IV.

The residence and its outbuildings must be at least 50 feet from road right of way and at least 40 feet from the back and 15 feet from the side of property line. Homes are to be of stick construction or modular with approval of developer. Minimum size 1200 square feet heated living space. Garage is to be of similar construction as home.

Filed for record
Date 4-16-91

Time 1:55 o'clock
P
M.

ONEL L. PLYER, Register of Deeds
Union County, Mebane, North Carolina

*Revised
1/1/91*

V. You cannot cut trees within 30 feet of road right of way except for pruning, disease or to construct a driveway to the residence. Only cut minimum of trees necessary for house, septic field and driveway.

VI.

You cannot build metal fences, pump houses, or parking areas within 50 feet of a road right of way nor in front of lot. Any out buildings (storage of tools) must be in back of the house.

VII.

No activity to be carried out on any part of the property which would be offensive (e.g. create a bad smell), become a nuisance or be an annoyance to your neighbors. No exterior light fixtures shall be allowed to extend beyond the boundary of your property. No contamination of streams, which cross the property, with oil, sewage or garbage. No satellite dishes except in rear of house.

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IX.

Small animals (dogs, cats or poultry) may be kept if their total number never exceeds 3 per acre. If a litter is born, they may be kept for 10 weeks. Only 1 horse per acre.

X.

Driveways must not interfere with existing roadways or drainage. A pipe of adequate size and state approved to handle run-off must be installed by owner in the ditch under the driveway and each property owner is responsible to keep the roadway ditch clean in front of his/her property.

XI.

These restrictions are subject to being altered, modified, changed, or cancelled at any time as to the above described property as a whole, or as to any subdivided lot or part thereof, by written document executed by the Grantors, their heirs, successors, or assigns, and by the then owners of not less than 75% of the residential lots or tracts within the above described properties to which these restrictions apply, and recorded in the Office of the Register of Deeds for Union County, North Carolina.

XII.

The Grantors reserve for themselves, their heirs, successors, and assigns, the right or privilege to revise or redesign any and all portions of the above described property which have not been previously conveyed by the Grantors.

XIII.

No owner of any lot, tract, or parcel of property located within the above described property can grant, convey, or dedicate any portion of any lot, tract, or parcel of said property for a road or street, or grant, convey, or dedicate any road easement which will allow the above described property to be connected or joined by such road or easement to any other adjoining lot, tract, or parcel or subdivision without the written consent of all of the owners of the subdivided lots, tracts or parcels of said property to which these restrictions apply.

IN WITNESS WHEREOF, Frederick H. Kulteems and wife, Martha Kulteems, have caused these presents to be signed in their names, this the 12th day of April, 1991.

Frederick H. Kulteems
Frederick H. Kulteems (SEAL)

Martha Kulteems
Martha Kulteems (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

Before me, a Notary Public of said county and state, personally appeared before me this day FREDRICK H. KULTEEMS and MARTHA KULTEEMS and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 12th day of April, 1991.

Sharon C. Linkberger
NOTARY PUBLIC (SEAL)

My Commission Expires: My Commission Expires January 29, 1995



STATE OF NORTH CAROLINA
COUNTY OF UNION

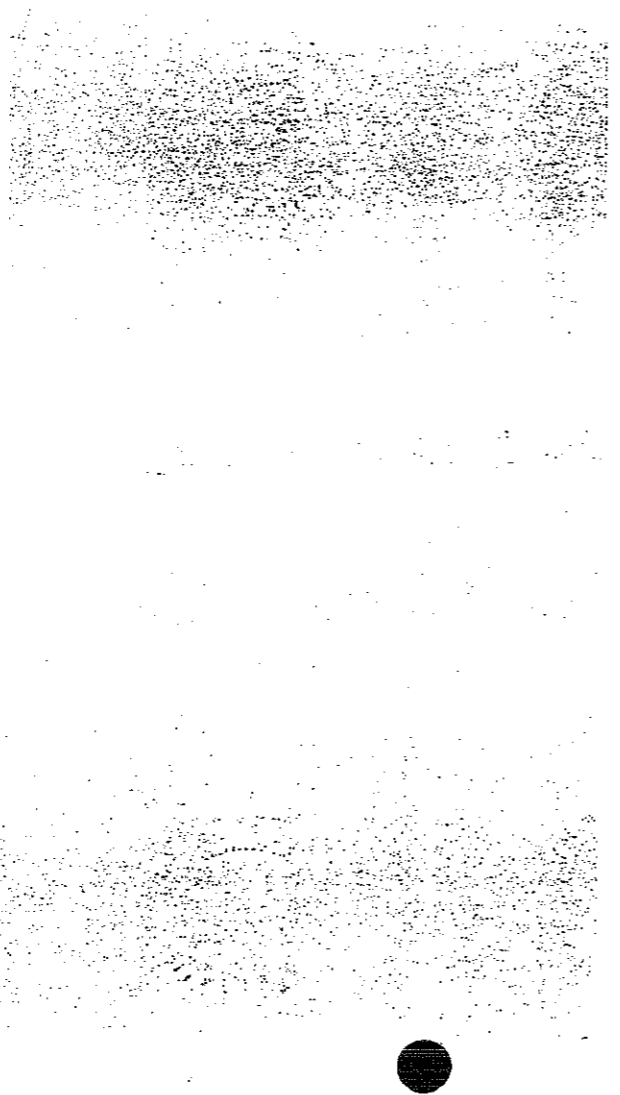
The foregoing certificate of Shirley C. Dineberry,
Notary (less) Public of Union County, North Carolina, is/are hereby
certified to be correct. This instrument was presented for registration and
recorded in this office in Book 496, page 217.

This 16 day of April, 1991, at 1:55 o'clock P.m.

ORIEL L. RYER

Registry of Deeds

By: Shirley C. Dineberry
Notary P.D.



FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Aug 25, 2008
AT 01:29 pm
BOOK 04963
START PAGE 0651
END PAGE 0660
INSTRUMENT # 31380
EXCISE TAX (None)
TRB

Prepared by: J. Bennett Glass, P.A., Attorney at Law
P. O. Box 1049, Monroe, NC 28111-1049

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO DECLARATION OF RESTRICTIONS
OF KINGSLAND SUBDIVISION, PHASE I AND PHASE II

THIS AMENDMENT TO DECLARATION is made and entered into as of the 30th day of June, 2008 by and between the undersigned, each of whom owns at least one tract or lot in the subdivision known as Kingsland Subdivision, Phase I and Phase II, as shown on map of survey recorded in Plat Cabinet C, File 596, and Plat Cabinet C, File 658 and File 659, Union County Registry; (hereinafter referred to as "Declarants").

WITNESSETH

WHEREAS, Fredrick H. Kuitems and wife, Martha Kuitems, (original "Declarant") executed a DECLARATION OF RESTRICTIONS on September 26, 1990, which was recorded in Book 481, at Page 11, Union County Registry for Phase I and executed a DECLARATION OF RESTRICTIONS on April 16, 1991, which was recorded in Book 496, Page 217, Union County Registry for Phase II (the "Declarations"); and

WHEREAS, the undersigned are the successors and assigns of the original Declarant by virtue of various deeds of record in the Union County Register of Deeds; and

WHEREAS, the undersigned, being a majority of the current owners of the tracts or lots shown on plats of survey recorded in Plat Cabinet C, File 596, and Plat Cabinet C, File 658 and File 659, Union County Registry, desire to amend and alter the said Restrictions as allowed by the provisions of Paragraph XI of the said Declaration of Restrictions recorded in Book 481, Page 11, and Book 496, Page 217, Union County Registry.

NOW, THEREFORE, in consideration of the foregoing and One Dollar (\$1.00) and other valuable considerations, the undersigned Declarants, being the current owners of a majority of the tracts or lots shown on map of survey of Phase I and Phase II of Kingsland Subdivision recorded in Plat Cabinet C, File 596, and Plat Cabinet C, File 658 and File 659, Union County, do hereby amend and restate the Declaration of Restrictions recorded in Book 481, Page 11, and Book 496, Page 217, Union County Registry as follows:

PARAGRAPH IV: The provisions of Paragraph IV are hereby deleted and in lieu thereof, the following shall apply:

"The residence and its outbuildings must be at least 40 feet from the road right of way, at least 40 feet from the back and 15 feet from side of property line. Homes are to be stick construction or modular with approval of developer. Minimum size 1200 square feet heated living space. Garage is to be of similar construction as home."

Except as amended hereby, all other provisions of the Declaration of Restrictions recorded in Book 481, Page 11, and Book 496, Page 217, Union County Registry, shall remain in full force and effect as originally written and the undersigned hereby ratify and restate the same, as amended.

IN WITNESS THEREOF, the undersigned Declarants have caused this Amendment to Declaration of Restrictions for Phase I and Phase II of Kingsland Subdivision (Plat Cabinet C, File 596, and Plat Cabinet C, File 658 and File 659, Union County Registry) to be executed as of the day and year first above written.

Lot(s): 1 _____ (SEAL)

Witness _____ (SEAL)

Lot(s): 2 _____ (SEAL)

Witness _____ (SEAL)

Lot(s): 3 & 4 _____ (SEAL)

Kati Alpha _____
Witness _____ (SEAL)
James M. Rogers _____ (SEAL)

Lot(s): 5 & 6 _____ (SEAL)

Witness _____ (SEAL)

Lot(s): 7 _____ (SEAL)

Kati Alpha _____
Witness _____ (SEAL)
David W. B. Bledsoe _____ (SEAL)

Lot(s): 8 _____ (SEAL)

Kati Alpha _____
Witness _____ (SEAL)
Mary Ellen McDaniel _____ (SEAL)

Lot(s): 9 & 1/2 Lot 10 _____ (SEAL)

Kati Alpha _____
Witness _____ (SEAL)
Scott & Margaretta _____ (SEAL)

Lot(s): 1/2 Lot 10 & 11

(SEAL)

Witness

(SEAL)

Lot(s): 12, 13 & 14

Terence J. Blue Wyse (SEAL)
TERENCE WYSE

Kate Johnson
Witness

Alle M. Wyse (SEAL)

Lot(s): 15 & 16

Kerth Betsch (SEAL)

Kate Johnson
Witness

Jois Betsch (SEAL)

Lot(s): 17

James W. Wrenshaw (SEAL)

Kate Johnson
Witness

Jane Clements (SEAL)

Lot(s): 18 & 19

Mary W Roberts (SEAL)

Kate Johnson
Witness

(SEAL)

Lot(s): 20

(SEAL)

Witness

(SEAL)

Lot(s): 21

Joyce Pagnetta (SEAL)

Kate Johnson
Witness

Marilyn Pagnetta (SEAL)

Lot(s): 22, 23 & 24

[Signature] (SEAL)

Kate Johnson
Witness

Christine Brown (SEAL)

Lot(s): 25

(SEAL)

Witness

(SEAL)

Lot(s): 26

Li Stahl
(SEAL)

Witness

Shirley Smith
(SEAL)

Lot(s): 27

Justine Penhoberger
(SEAL)

Witness

Joan Penhoberger
(SEAL)

Lot(s): 28 & 29

(SEAL)

Witness

(SEAL)

Lot(s): 30 & 31

Susan White
(SEAL)

Witness

Samuel J. White
(SEAL)

Lot(s): 32

W. Joel Bradley
(SEAL)

Witness

(SEAL)

Lot(s): 33

Suzanne Vander Myg
(SEAL)

Witness

(SEAL)

Lot(s): 34

(SEAL)

Witness

(SEAL)

Lot(s): 35

Kate Ak
Witness

William St. Kelly (SEAL)

Asst. W. H. H. H. (SEAL)

Lot(s): 36

Kate Ak
Witness

David Rowe (SEAL)

Jane Reese (SEAL)

Lot(s): 37

Kate Ak
Witness

Judith E. Huddell (SEAL)

Alan Z. Beale (SEAL)

Lot(s): 38

Witness

(SEAL)

(SEAL)

Lot(s): 39

Kate Ak
Witness

William St. Kelly (SEAL)

Paul's North Spdy (SEAL)

Lot(s): 40

Kate Ak
Witness

Ed & Thelma (SEAL)

Margie Thourlence (SEAL)

Lot(s): 41 & 1/2 Lot 42

Witness

(SEAL)

(SEAL)

Lot(s): 1/2 Lot 42 & 43

Kate Ak
Witness

Margie A. Cavallier (SEAL)

Anthony B. Cavallier (SEAL)

Lot(s): 44

Kate Johnson
Witness

Patty K. Wilson (SEAL)
Jerry E. Wilson (SEAL)

Lot(s): 45 (re-subdivided)

Kate Johnson
Witness

Boye C. C. C. (SEAL)
Boye C. C. C. (SEAL)

Lot(s): 46

Kate Johnson
Witness

William M. M. (SEAL)
Mary Melender (SEAL)

Lot(s): 48 (re-subdivided)

Witness

(SEAL)

Lot(s): 49 & 50

Kate Johnson
Witness

W. P. S. (SEAL)
Theresa E. Swartz (SEAL)

Lot(s): 51 & 52

Kate Johnson
Witness

C. B. S. (SEAL)
[Signature] (SEAL)

Lot(s): 53

Kate Johnson
Witness

Vernon Wittenback (SEAL)
Quaker W. Wittenback (SEAL)

Lot(s): 54

Witness

(SEAL)

Lot(s): 55 & 56

Katie Johnson
Witness

Richard B. Brown (SEAL)

Kevin Brown (SEAL)

Lot(s): 57

Witness

(SEAL)

(SEAL)

Lot(s): 58

Katie Johnson
Witness

Robert W. (SEAL)

Q & K LLC (SEAL)

Lot(s): 59

Witness

(SEAL)

(SEAL)

Lot(s): 60

Katie Johnson
Witness

Mary Ann Payne (SEAL)

(SEAL)

Lot(s): 61

Katie Johnson
Witness

Jan K. Mangano (SEAL)

William M. Whiggans (SEAL)

Lot(s): 62

Katie Johnson
Witness

Ben Forcестer (SEAL)

(SEAL)

Lot(s): 63

Katie Johnson
Witness

Gregory J. H. (SEAL)

Sharon C. Miller (SEAL)

Lot(s): 64

Kate Ad
Witness

Paul Rogers (SEAL)
Ann Pagette (SEAL)

Lot(s): 65

Kate Ad
Witness

Paul Rogers (SEAL)
Normie Sembrich (SEAL)

Lot(s): 66

Kate Ad
Witness

Paul Rogers (SEAL)
Ann Pagette (SEAL)

Lot(s): 67

Kate Ad
Witness

Paul Rogers (SEAL)
Ann Pagette (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF UNION

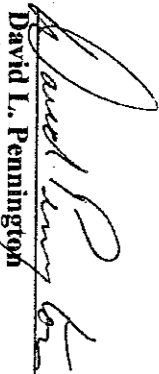
I, Leslie G. Helms, a Notary Public of the aforesaid County and State, certify that Katie Johnson (witness) personally appeared before me this day, and being duly sworn, stated that in his/her presence Michael L. Rogers and wife, Janice M. Rogers, Sandra E. Blomstrom, unmarried, and Douglas M. Blomstrom, unmarried, Michael D. McDonnell and wife, Mary Ellen McDonnell, Es ther L. Mussette, unmarried, Terence Lavonne Myse and wife, Jill M. Myse, Keith Betsch and wife, Lois Betsch, James S. Akovanko and wife, Sue Akovanko, Mary W. Roberts, unmarried, Wayne Paquette and wife, Marjke Paquette, Jeff Barlowe and wife, Cynthia B. Barlowe, Timothy Schmidt and wife, Lisa Stanich, Timothy Reinkenberger and wife, Jean Reinkenberger, Susan S. Webster and husband, Timothy A Webster w/ Joel Bradley, unmarried, Suzanne C. Vanderby, unmarried, Stuart Shephard and wife, Mary Shephard, David Reeves and wife, Jane Reeves, Judith E. Bucklin and husband, Allan E. Bucklin, William G. Yankey and wife, Shirley Minor Yankey, Edwin L. Troubridge and wife, Narcis Troubridge, Maurice A. Chevrolet and wife, Dorothy G. Chevrolet, Kathy L. Carl, William W. Melendaz, Jr. and wife, Mary Melendaz, Michael Edwards and wife, Lyane B. Edwards, Susan E. Sandall and husband, Gregory Sandall, Vernon Wittenbach and wife, Lucinda P. Wittenbach, Richard J. Bronson and wife, Karen Bronson, Peter F. Kluck and wife, Mary Kluck, Mary Ann Payne, unmarried, Carl L. Waggoner and wife, Wilgona M. Waggoner, R. Ben Karczesky, unmarried, Craig J. Miller and wife, Sharon V. Miller, Wade Paquette and wife, Sarah J. Paquette, David J. Leebouts and wife, Nooki J. Leebouts, Martha W. Cail and husband, Harold W. Cail,


"Declarants" executed the foregoing instrument. Witness my hand and official seal, this the 21st day of August, 2008.


Notary Public

My Commission Expires: May 8, 2011

Lot(s): 5, 6 & 20

 (SEAL)
David L. Pennington

 (SEAL)
Marcia H. Pennington

STATE OF MD
COUNTY OF FREDERICK

I, SALLY HELLE, a Notary Public, do hereby certify that David L. Pennington and wife, Marcia H. Pennington, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this 31 day of JULY 2008.


Notary Public

My Commission expires: SALLY A. HELLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 7, 2011

Agree "The residence and its outbuildings must be at least 40 feet from the Road right of way, at least 40 feet from the back and 15 feet from Side of property line. Homes are to be stick construction or modular with approval of developer. Min size 1200 sq FT heated living space. Garage is to be of similar construction as home."