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JUDY G. PRICE, Register of Deeds
Union County, Merree, North Carolina

[Handwritten initials]

STATE OF NORTH CAROLINA
COUNTY OF UNION

DRAWN BY AND MAIL TO
JENNIFER CALDWELL HELDER, LEE & HELDER, P.A.
P. O. DRAWER 99, MONROE, NC 28111-0099

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
KINGSTON ON PROVIDENCE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 26th day of August, 1996, by GFS Development, Inc., a North Carolina corporation, hereinafter referred to as "Declarant":

WITNESSETH

WHEREAS, Declarant is the owner of the real property shown on maps of Kingston on Providence, which map is recorded in Plat Cabinet E, File Nos. 254 - 258, in the Union County Public Registry, which property is more particularly described in Article II hereof, and desires to create thereon an exclusive residential community of single family houses to be named Kingston on Providence; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisance, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and, to this end desire to subject the real property shown upon the aforesaid map and 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;

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NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid map of Kingston on Providence, 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. "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 GFS Development, Inc. 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 residential buildings to be constructed thereon, and any such successor in title to GFS Development, Inc. 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), but no longer.

Section 5. "Builder" shall mean and refer to Homes by George Steele, Inc., NVR Home, Inc., d/b/a Ryan Homes, and such other entity as approved by the Declarant.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 6. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Union County, North Carolina, described as follows:

Being all of the property shown on maps recorded in Plat Cabinet E, File Nos. 254, 255, 256, 257, and 258, in the Union County Public Registry.

Section 2. Additions to Existing Property. (a) Additional land may be brought within the scheme of the Declaration by Declarant, in future states of development, without the consent of any other lot owner or owners, provided that said annexations must occur within six (6) years after the date of this instrument. (b)

The additions authorized under Subsection (a) above shall be made by filing a record Supplementary Declaration of Covenants, Condition and Restriction with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein.

ARTICLE III
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, storage building or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change 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 building or attachment, until the plans and specifications showing the nature, kind, shape, height, materials, and location 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 an architectural control committee composed of three (3) or more representatives appointed by Declarant. In the event said committee 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 architectural control committee shall charge a fee for reviewing such application in the amount of \$100.00 which shall be submitted with the application. The architectural control committee 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 architectural control committee shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the Development of 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 architectural control committee 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 of lot Owner to recommend a specific site. Any storage or outbuilding shall be on a permanent foundation and shall be of similar design and material as the residence.

Section 2. **Approval of Builder.** Any Builder prior to performing any work on the Properties, must be approved by the architectural control committee 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 Builder unless that person 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 architectural control committee as hereinabove set forth.

Section 3. **Completion of Improvement.** 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 architectural control committee or its duly appointed agent, shall, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, 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 the Owner. This right of the architectural control committee may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

AGENT 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 and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the plot.

The area between the right of way of Providence Road and the Northern property line as shown are reserved for future roadway widening title to which is refrained by Declarant. No vehicular access on or across this area shall be permitted.

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 plats, 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 Union County Zoning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding 110 percent of the minimum building line requirements herein set forth and not in violation of any zoning ordinances shall not be considered a violation of this Section.

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 or placed having a heated floor area of less than 975 square feet.

Unintentional violations not exceeding 2 percent of the minimum foot requirements herein set forth shall not be considered a violation of this 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 architectural control committee.

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 any 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 become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residence. 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, installed, except in accordance with the architectural control provisions of Article III hereof.

Section 10. Harmony of Structures. No structure shall be constructed or moved onto any lot moved onto 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 ten (10) feet of each lot for utility installment and maintenance and/or as shown on recorded map.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than thirty-six by forty-eight inches (36" x 48"), advertising property for sale or rent, or use by a Builder to advertise the property during 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 usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than 2 pets may be kept or maintained at any time except for new litters of dogs or cats which may be maintained through weaning from the mother (not to exceed ten (10) weeks.)

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 rear corners of the home located on the map, nor shall any fence be erected in accordance with the architectural control provisions of Article III hereof.

Section 16. Vehicles. No vehicles excluding one ton capacity will be permitted to be parked within the Kingsion on Providence Subdivision, except travel trailers and RV type equipment will be permitted if they are parked within the owner's driveway, and maintained in an aesthetic way to preserve the subdivision's appearance at all times. No untitled vehicles shall be maintained on any Lot.

Section 17. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed on or permitted to remain on

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STATE OF NORTH CAROLINA COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Sharon T. Steele who, being duly sworn, says that she is the Secretary and that George F. Steele, Jr. is the President of GFS DEVELOPMENT, INC., a North Carolina corporation, the corporation described in and which executed the foregoing instrument; that she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 26 day of August, 1996.

My commission expires: 10-25-97

Janie K. Watts
Notary Public



The foregoing certificate(s) of *George F. Steele, Jr.*
Sharon T. Steele
is/are certified to be correct. This instrument, and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Judy G. Price BY: *Judy G. Price*
Register of Deeds Assistant Deputy
Union County, NC

any corner lot within the sight line area shown on the recorded plat. The same sight line limitations shall apply on any lot within ten (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.

ARTICLE VI
EASEMENTS

Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Within any such easements above provided for, no structure, planting, or 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.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, 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 hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 1, 2018, 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.

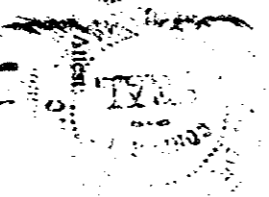
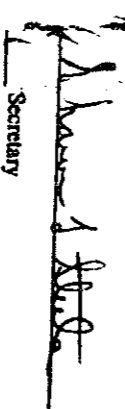
Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, GFS Development, Inc., Declarant by virtue of the provision of Article I, Section 4, of the aforesaid Declaration of Covenants, Conditions and Restrictions, has caused this instrument 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.

GFS Development, Inc.

By: 

President


Attest: 

Secretary