

BK 3615 PR 685

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ELIZABETH B. COOKE Register of Deeds  
Union County, Morris, North Carolina

47918

State of North Carolina  
County of Union

Declaration of Covenants and  
Restrictions  
Queens Gate

Rt Patton II LLC  
POB# 915  
Watson NC 28113



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STATE OF NORTH CAROLINA

COUNTY OF UNION

DECLARATION OF COVENANTS AND RESTRICTIONS

**QUEEN'S GATE**

WITNESSETH

WHEREAS, PENTON II, LLC, its successors and/or assigns, herein called "Declarant", is the fee simple owner of certain real property located in Union County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as Queen's Gate, Lots 1 thru 55 (hereinafter called "Queen's Gate") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Queen's Gate.

WHEREAS, Declarant desires to insure the attractiveness of Queen's Gate and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Queen's Gate and to provide for the maintenance and upkeep of all common areas in Queen's Gate. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to retain or to allocate its right to assign to a Property Owners Association its powers of owning, maintaining and administering the common areas in Queen's Gate, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Queen's Gate to insure the residents' enjoyment of the specific rights, privileges and easements in the common areas, and to provide for the maintenance and upkeep of the common areas.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property shown on said map described on the map of Queen's Gate, Section I recorded in Map Book T, Page 871, Union County Public Registry (the "Plat") and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, the Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. *Dwelling Use:* No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.
2. *Dwelling Size/Garage:* Each residential unit shall contain a minimum of 2,500 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). Each two-story dwelling shall contain a minimum of 1,100 square feet of enclosed, heated living area on the first (main entry level) floor. The dwelling must contain an attached garage on the first floor level sufficient in size for at least two standard sized automobiles with garage doors that do not face directly upon a subdivision street.
3. *Property Setbacks:* No building shall be constructed nearer than fifteen (15) feet to any side property line, or any nearer than forty (40) feet to the front property line nor any nearer than forty (40) feet to the rear property line. The Declarant, or its assigns, reserves the right to grant minor variances (up to 10% of the required setback) to the setback lines if in its sole judgment the variance is warranted due to hardships because of special circumstances attributed to the specific tract.
4. *Structures/Amenities Permitted:* No modular home, mobile home, house trailer, camper (including recreational vehicles) garage, or the basement of a contemplated permanent dwelling shall be occupied as a residence either on a permanent or temporary basis. All structures constructed or placed on any Tract shall be built of substantially new materials and no used structures shall be placed on any Tract, except a doghouse, swing set or a children's playhouse. No structure, building, modular or site built amenity, however permanent or temporary in function, shall be permitted within the rear property setback, except that a bench and/or picnic table may be allowed if it is not permanently attached to the land.  
  
The terms "modular home" and "mobile home" are defined as follows:  
  
Modular Home. A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.  
  
Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.
5. *Exterior Facade:* One hundred percent (100%) of the exterior construction material for a residence, excluding roofing materials, doors and windows (and their trim), eaves, soffits,

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vents, posts, and, provided that split faced concrete block may be used for foundations, shall be brick, stone, or stucco. Exterior elements of natural materials, such as wood shakes or wood shingles, may be approved subject to architectural review.

6. *Auxiliary building:* Every auxiliary building shall be constructed onsite and the architectural design and exterior construction materials shall be the same as the residence. This may include an unattached garage, utility building or other structure used for purposes related to the storage of household, vehicular and/or maintenance items. Design and placement subject to architectural review.

7. *Plumbing:* All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available to the tract.

8. *Fireplaces:* Prefabricated fireplaces on an outside wall with chimneys that do not extend beyond the roof-line must be located at a hip designated roof. An interior chimney may be veneered with any permitted building material, except metal. Flashing, caps, and similar chimney parts may be metal.

9. *Roof:* Roof pitch shall be a minimum ratio of 6:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12.

10. *Foundation:* All concrete block above ground level must be covered in brick, stone or stucco in order to completely hide the concrete block and any mortar seams. Split faced block may be used as exposed foundation material, subject to architectural review and approval set out below which may limit area, color, and finish (paint, stucco, etc.).

11. *Driveway:* All driveways must have a concrete wearing surface. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets applicable governmental standards (in no case less than 15" diameter). All improvements (fences, landscaping, etc.) constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet applicable governmental standards. Declarant will notify owner of any violations and owner will have five (5) days to correct said violation. If owner fails to correct said violation, Declarant, or its assigns, shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by Declarant or governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner.

12. *Fencing:* No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Streetscapes and retaining walls are permitted subject to architectural review and approval set out below. All Fences shall be built of wood, stone, iron, or masonry and shall be architecturally compatible to the Owner's house. No fence in excess of 4 feet in height shall be permitted within 10 feet of any lot line, and no fence in excess of 8 feet in height shall be permitted on any lot.

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13. *Mailboxes:* All mailboxes shall be uniform in size and color, and conform to the design approved by Declarant, or its assigns, and made available to each purchaser from Declarant prior to the closing. Each owner shall be responsible for all costs associated with the purchase and installation of the mailbox and its support.

14. *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. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint.

15. *Construction activity:* Once construction of a residence has commenced, the exterior thereof, including finished siding material, shall be completed within (6) months thereafter. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant, or its assigns, if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant, or its assigns, shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

16. *Prohibited activities:* No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

17. *Beautification:* Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn, trees and shrubbery care in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly. Undeveloped lots are not exempt from this provision. Except in naturally wooded areas, Owners of such Lots shall cut vegetation and grass in a timely manner by usual methods for maintaining the appearance of such lots. Failure of an owner of any lot to comply with this requirement, after five (5) days notice, shall entitle Declarant, or its assigns to maintain the lot and include the reasonable cost as an additional assessment to the Owner, plus attorney fees.

All tracts, whether improved or unimproved, shall be kept free of dead trees or limbs, which are a danger to abutting property or roads. Trash, debris and rubble shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residences. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant, or its assigns, shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant, or its assigns, shall be paid by the owner of the tract immediately upon receipt of a

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statement from the party incurring the expense.

18. *Waste Disposal:* All rubbish, trash, garbage or other waste material shall be kept in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials except that composting is permitted with appropriate sanitary and aesthetic measures maintained. Failure of an owner to comply with this requirement, after five (5) days notice, shall entitle Declarant or the Association to maintain the lot and include the reasonable cost of such maintenance as an additional assessment to the Owner. Yard incinerators for the disposal or burning of trash or yard waste are not permitted.

19. *Sewage Disposal:* All sewage disposal and gray water systems, including garage and patio floor drains, shall be connected to fully approved individual septic systems. Lot owner shall be responsible for obtaining the approval of the Union County Health Department and/or other appropriate state or county agencies regarding the design and construction of the septic system.

20. *Construction area upkeep and environmental protections:* Declarant, or its assigns, may require the use of trash containers during any construction activity on a tract in order to maintain a clean and sightly condition during the construction period. Silt fencing will be required where needed to keep eroded soils contained on a lot. Also, gravel will be required to be kept on construction driveways at all times. Construction projects "shall minimize disturbance of tree concentrations to the maximum extent reasonable"; all development proposals and permit applications "shall require an erosion and drainage control plan".

21. *Media/Communication devices:* No satellite reception disk or device larger than 24" in diameter shall be permitted. Conforming satellite reception disks or devices shall be located on the rear side of the roof or in the rear or side yards.

22. *Swimming pools* must be in-ground and shall be screened from view by adjoining tracts and the streets by means of landscaping, fencing or attractive screening material.

23. *Vehicles:* No tractor-trailer rigs (as a unit or the individual components thereof) or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer or camper trailer must be parked and screened so that it cannot be viewed from nearby tracts or the street. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

24. *Lot boundaries:* No tract may be subdivided by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract, which is owned by Declarant.

25. *Rights of Way:* The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a ten (10) foot

strip along the margin of each road right of way for the purpose of constructing, installing, maintaining, repairing and operating utility systems, mains and facilities, and water drainage.

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26. *Limitations*: Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until December 31, 2012 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

27. *Easement for Access*: There is reserved an easement for access, ingress and egress in favor of owners of tracts in Queen's Gate and in favor of their invitees, over and across the streets shown on the Plat. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors.

29. *Temporary Marketing*: The Declarant is permitted to place temporary marketing signs at the entrance to Queen's Gate. The only sign permitted on any Tract with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which is placed within twenty (20) feet of a driveway entrance, provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20) feet of a driveway by real estate agents or by owners to advertise a tract for sale.

30. *Property Owners Association*: The Declarant, or a majority of the property owners subject to these restrictions and conditions may form a Property Owners Association at any time after Declarant has sold and conveyed 75% or more of the tracts to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this declaration as well as manage common areas as identified in these restrictions or on the subdivision plat(s). The association shall be organized under the laws of the State of North Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote for each tract owned; any subsequent combination of lots will not reduce owner's responsibility to continue to pay an assessment for each lot originally purchased prior to the lot combination. The officers and directors of the Association shall be property owners and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the Members at the first meeting or appointed by the Declarant.

31. *Maintenance Fee:* Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall agree to an annual maintenance fee. Each owner of a tract is deemed to covenant and agree to, and shall pay to Declarant, or its assigns, an annual fee to pay for the cost of operating, maintaining and repairing the Common Areas, as hereinafter defined, within the Queen's Gate Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Queen's Gate who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. Each lot owner shall be obligated to pay to the Declarant or its assigns, the sum of \$300.00 per year beginning January 1 of each year with said fee to be prorated as necessary. Fees will be used for the common areas, preservation, improvement, landscaping, and lighting of the Subdivision. There is an automatic five percent (5%) cumulative per year increase allowed. An increase of greater than five percent (5%) will require a two-thirds (2/3) votes of all lot owners which will include lots owned by Declarant. The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as by law allowed. The Lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. Declarant, or its assigns, shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to the maintenance fees, and further binds and obligates himself, his heirs, and assigns to pay the assessment to Declarant once it has been levied by Declarant.

The "Common Area" as used in these restrictions shall include: (a) one or more signs identifying Queen's Gate, and columns, retaining walls, etc. at entrance locations (b) any landscaping, water feature or lighting associated with any Common Area, (c) entrance area, any other land, improvement facility or amenity which Declarant may construct on property subject to these restrictions and designated by Declarant as Common Area.

Declarant may retain the legal title to the Common Area so long as it owns at least one lot in Queen's Gate. Before conveyance of the last lot owned by Declarant, Declarant shall convey the Common Areas to an Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations, and easements of record; and also subject to the reservations, hereby perpetually reserved to the Declarant, its successors and assigns, of the right to use and enjoy the same nonexclusive common utility easements, easements of drainage, and ingress and egress easements for the benefit of additional lands owned and to be owned by the Declarant.

32. *Equipment storage:* The Declarant is permitted to store light-duty maintenance equipment (i.e., landscape mowers, skid-steer, tractor, small utility trailers) within the Queen's Gate Subdivision for the purpose of maintaining the Common Areas as described herein so long as the storage of said equipment does not constitute an unreasonable annoyance or nuisance to the neighborhood.

33. *Violation of Restrictions:* If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other



compensation for such violations.

34. *County Ordinances:* Zoning ordinances, restrictions and regulations of Union County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

35. *Architectural Review:* No lot clearing, construction, reconstruction, remodeling, or alteration of, or addition to, any building, improvement, device or structure of any kind, including, in addition to the residential structure and its appurtenant structures, all walls, fences, porches, patios, drives, walks, decks and swimming pools shall be commenced without the prior written approval of the Declarant, or its assigns, as to the proposed site location, plans and specifications of such building, improvement, device or structure. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision.

*Process:* There shall be submitted to the Declarant, or assigns, two (2) complete sets of the final plans, one full sized and one reduced sized (8" x 14") and specifications for any and all proposed improvements, the erection or alteration of which is desired, along with a completed architectural review form attached hereto and made a part of these restrictions. No structures or improvements of any kind shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plat plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exterior thereof and proposed grading and landscaping. Any lot owner, which fails to obtain the approval, will be proceeding in constructing an improvement at his own risk. In addition, in the event that the Declarant, or assigns, must resort to legal action to enforce the restrictions herein set forth, Declarant, or assigns, shall be entitled to recover reasonable attorney's fees from the offending lot owner.

The Declarant, or assigns, shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event, the Declarant, or assigns, fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Declarant, or assigns, for its permanent files. Variances may be granted where circumstances, including but not limited to, topography, natural obstructions, environmental considerations, or hardship, require deviation from the Design Guidelines. Such variances shall be limited in scope and number, allowing no more deviation from the Design Guidelines than is necessary to circumvent the obstacle to the proposed design. No waiver shall be effective unless in writing.

**THE DECLARANT, OR ASSIGNS, SHALL HAVE THE RIGHT TO CHARGE A REASONABLE FEE IN AN AMOUNT NOT TO EXCEED \$50.00 FOR REVIEWING EACH APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS. DECLARANT**

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RESERVES THE RIGHT TO INCREASE THE REVIEW FEE IN ORDER TO PAY A REASONABLE FEE FOR PROFESSIONAL ASSISTANCE IN REVIEWING AND APPROVING THE PLANS. Subsequent to the approval of any proposed improvement, lot owner shall have the responsibility for making such improvement in accordance with the plans and specifications as approved. Approval by Declarant, or assigns, of any proposed improvement shall not constitute or be construed as approval of the structural stability, design or quality of the improvement or compliance of any such improvement with applicable laws and codes. The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all lot owners. Decisions of the Declarant, or assigns, approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 15 day of November, 2004.

PENTON-H, LLC.

By: [Signature]  
Manager

[Signature]  
Witness

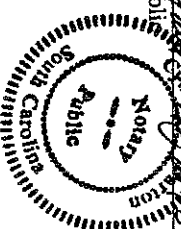
Witness

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

Personally appeared before me the undersigned witness and made oath that she saw the within named Kaci Rose sign, seal and, as the act and deed of PENTON H, LLC, deliver the within written document for the uses and purposes therein mentioned, and that she, with the other witness subscribed above, witnessed the execution thereof.

This 15 day of November, 2004.

My Commission Expires: 11/15/2014  
(Affix Seal)



NORTH CAROLINA-LINCOLN COUNTY  
The foregoing certificate(s) of  
Elizabeth B. Cooke & Burton  
Notary(s) (s/s) Under  
Affix Seal(s)  
BY: Elizabeth B. Cooke  
REGISTER OF DEEDS  
W. Owen B. ...  
ASST. SHERIFF