

BK 3452 PG 556

21702

Filed for Record
Date 5-26-2004
Time 5:01 o'clock P m
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEDDINGTON FOREST SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
is made this 26~~th~~ of May, 2004 by GRACE PROPERTIES OF THE
CAROLINAS, INC., a South Carolina Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

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 of all properties within the subdivision; and to this end desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property described in Article II hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens 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 (as hereinafter defined) which is a part of the Properties, including contract sellers, but excluding Declarant and 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

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hereof, and any additions thereto as are or shall become subject to this Declaration.

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 6. "Declarant" shall mean and refer to GRACE PROPERTIES OF THE CAROLINAS, INC. and its assigns.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. 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, and is more particularly described on the DEED recorded in Book 2452 at Page 552 in the Union County Public Registry, said property to be commonly known as Weddington Forest.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of and made subject to this Declaration by the Declarant.

ARTICLE III ARCHITECTURAL CONTROL

No building, fence, wall, structure or other improvement shall be commenced or maintained upon the Properties, nor shall any exterior addition, change or alteration be made, including, without limitation, the erection of antennas, aerials or awnings or the placement of reflective or other material in windows until engineered construction plans showing the nature, kind, shape, height, materials, colors, front, rear and side elevations and location of the same shall have been submitted to and approved in writing by THE DECLARANT. The Declarant shall review the plans and specifications to determine if the external design and location of the proposed improvement is in harmony with surrounding structures and topography. The Declarant may, but is not required to, adopt more specific guidelines for architectural review and may revoke or amend guidelines previously adopted at any time. In the event said Declarant, or its designated committee, fails to approve or disapprove such design and location within fourteen (14) days after said plans and specification have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. No action or inaction by the Declarant with respect to a specific

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improvement, addition or alteration made or proposed shall operate as waiver or estoppel with respect to any later submission or proposal. The Declarant shall charge a fee for receiving and reviewing such plans in the amount of two hundred-fifty dollars and no/100 (\$250.00). The Declarant will not approve any alterations, decorations, or modifications which would jeopardize or impair the value or appearance of any Lot. 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.

The Declarant will not approve plans for any exterior siding that is not hard-surfaced. Vinyl and masonite exteriors will not be approved.

The Declarant will not approve plans for any attached garage that is not side loading. The Declarant will only approve detached garages if the front line of the detached garage is at least 10 feet from the rear of the dwelling. Detached garages may be front loading.

Upon approval of plans for the construction of a dwelling on the last lot owned by the Declarant, and completion of construction of all dwellings in the subdivision the Declarant shall discontinue reviewing any plans for any construction on any lot.

**ARTICLE IV
USE RESTRICTIONS**

Section 1. Land Use. All lots shall be known and described as residential purposes and are devoted exclusively to dwelling use. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling.

Section 2. Building Lines. No building shall be located nearer to the front or sidelines than the building setback lines shown on the recorded plat, if such lines are shown.

Section 3. Subdivision of Lots. No person or entity may subdivide or re-subdivide any Lot.

Section 4. Size of Structure. No residential structure shall be erected or placed having a total finished heated area of less than 3000 square feet. Only a single family dwelling and its ancillary buildings may be erected on a lot. No building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded subdivision Plat in the Union County Registry. Any ancillary building must be located behind the house and shall not be visible from the street.

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Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. 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 7. Residence. No mobile homes, manufactured houses, relocation of existing older homes, no metal buildings, basement, tent, shack, garage, barn, or other outbuilding erected on the Properties shall be at any time used as a dwelling or residence, temporarily or permanently.

Section 8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty.

Section 9. 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.

Section 10. 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. No Rotweilers or Pit-bull dogs may be kept on any lot. All dogs must be fenced or on a lease while walking.

Section 11. Trash Disposal. All rubbish, trash, garbage, or waste of any kind shall be kept in sanitary containers.

Section 12. Fencing. No chain link fences may be erected or kept on any Lot. Fences must be constructed of vinyl or wood only. No privacy fence may be erected any closer to the front of any lot than the front of any dwelling.

Section 13. Parking of Vehicles. No commercial vehicles are allowed and would also include trucks over one (1) ton. There will be no dirt bikes, mopeds, 4-wheelers or go-carts allowed on streets and vacant lots. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking for guests' reasonable purposes. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property.

Section 14. Construction of Driveway. All homes shall have a concrete driveway.

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**ARTICLE V
EASEMENTS**

Easements for the installation and maintenance of fences, driveways, walkways, parking areas, water lines, gas lines, telephone, cable TV, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat and as further described in Article IV, Section 9 of this instrument. 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 and maintenance of sewerage 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.

**ARTICLES IV
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. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure of any Owner to enforce any covenant or restriction herein contained shall in no way 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 that land. This Declaration may be amended by the Declarant so long as the Declarant is a lot owner. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant, so long as the Declarant still owns any Lots. Any amendment must be properly recorded.

IN WITNESS THEREOF, the parties hereto have executed this Declaration under seal as of the 24th day of MAY, 2004

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Grace Properties of the Carolinas, Inc.

BY: *Robert L. Nickerson*
President

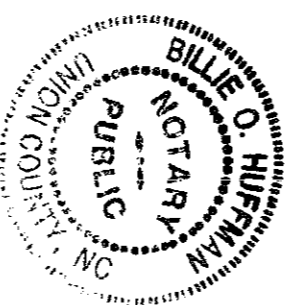
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, *Billie O. Huffman*, a Notary Public of the County and State aforesaid, certify that *Robert L. Nickerson, Jr.* president of Grace Properties of the Carolinas, Inc. personally came before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this *26th* day of *MAY*, 2004.

Billie O. Huffman (SEAL)
Notary Public

My Commission Expires: *9-26-08*



NORTH CAROLINA-UNION COUNTY
The foregoing certificate of
Billie O. Huffman
Notary Public
to be verified

JUDY G. PRICE, REGISTER OF DEEDS
BY *Wendell Cobb*
ASSISTANT

Filed for Record
Date 5-26-2004
Time 5:01 o'clock P m
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal
as of the 24th day of MAY, 2004

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Grace Properties of the Carolinas, Inc.

BY: *Robert A. Nickerson*
President

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Billie D. Huffman, a Notary Public of the County and State aforesaid, certify that Robert A. Nickerson, Jr. president of Grace Properties of the Carolinas, Inc. personally came before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this 26th day of MAY, 2004.

Billie D. Huffman (SEAL)
Notary Public

My Commission Expires: 9-26-08



NORTH CAROLINA-UNION COUNTY
The foregoing certificate of
Billie D. Huffman
Notary Public
to be seen at _____
_____ 1746 official

JUDY CLAWSON, REGISTER OF DEEDS
BY: *Judy Clawson*
ASSISTANT