

BK 3304 pg 182

59856

Filed for record
Date 12-11-2003
Time 11:15 o'clock PM
BY J. PERKINS Registrar of Deeds
Fulton County, Georgia, North Carolina

SUPPLEMENTARY
DECLARATION OF
RESTRICTIVE COVENANTS
OF
OLDSTONE FOREST SUBDIVISION PHASE 2

33304 PR 183

SUPPLEMENTARY
DECLARATION OF
RESTRICTIVE COVENANTS
OF
OLDSTONE FOREST SUBDIVISION PHASE 2

THIS SUPPLEMENTARY DECLARATION OF RESTRICTIVE COVENANTS OF OLDSTONE FOREST SUBDIVISION PHASE 2 is made this 10th day of December, 2003 by Arrowhead Development, Inc. (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of Oldstone Forest Subdivision Phase 2, hereinafter "Restrictions" including Edwin C. and Rebekah A. Papworth (hereinafter "Papworth") as hereinafter provided.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina known as Oldstone Forest Phase 2, hereinafter the "Property" and

WHEREAS, Phase 2 of Oldstone Forest Subdivision is more particularly described by plat thereof recorded in Plat Cabinet # File(s) 861-863 (hereinafter the "Subdivision") in the Office of the Register of Deeds for Union County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision may be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the Property made subject to these Restrictions, for the benefit and protection of the Property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant has created an Architectural Review Committee (hereinafter the "Committee") for review and approval of plans and specifications of residences to be constructed on the Property, which Committee is further defined and described in the By-laws (hereinafter the "By-laws") of the Association which shall provide for, define and govern the rights and responsibilities of the Owners of the Property.

WHEREAS, Declarant desires to provide for the preservation of the values of Oldstone Forest Subdivision Phase 2 made subject to these Restrictions and for the preservation and maintenance of the Common Areas (as defined on the record maps) established by the Declaration and by the supplements thereto.

WHEREAS, Phase 1 of Oldstone Forest Subdivision (Phase 1) has previously been developed by Papworth (plat reference is Plat Cabinet 1892, File 338 Union County Register of Deeds Office) with restrictive covenants as recorded in Book Page Union County Register of Deeds Office, to which documents reference is hereby made for a particular description, and

Whereas, it is the intent of the Declarant that both Phase 1 and Phase 2 be considered as one subdivision in regard to the use of the amenities, Easements and Common Areas, and the establishment of the Oldstone Forest Homeowners Association, Inc. (hereinafter the "Association") and Bylaws regulating same and Papworth join in the execution of these Restrictions for that purpose.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part thereof, Declarant and Papworth declare that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Oldstone Forest Subdivision Phase 2 as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and By-laws, or any part thereof, and shall inure to the benefit of each record title holder (hereinafter "Owner") thereof and their respective heirs, successors and assigns. And further, that the amenities Easements and Common Areas of Phase 1 and Phase 2 shall be for the use and benefit of the property owners in both subdivisions and their guests subject to these Restrictions and the rules and By-laws of the Association.

PROPERTY SUBJECT TO THESE RESTRICTIONS AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions, irrespective of whether there may be additions thereto as hereinafter provided, is located in Union County, North Carolina, and is shown on maps recorded in Plat Cabinet and Filed(s) col H File 861-863 in the Office of the Register of Deeds for Union County.

2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the jurisdiction of the Association:

(a) Declarant reserves the right to subject to this Declaration other certain contiguous property, which may be developed into tracts and roadways and may later be made part of Oldstone Forest Subdivision. Declarant shall have and hereby reserves the right and option, from time to time, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Union County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

(b) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of the Declaration of Restrictive Covenants of the Subdivision and with respect to the additional properties which shall extend the scheme of these Restrictions and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said supplementary declarations may contain such complementary additions and modification of these Restrictions as may be determined to be necessary by the Declarant.

(c) Additional residential property, easements and common area, outside of the existing property may be annexed to the properties and brought within the scheme of these Restrictions and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

3 Amenities.

(a.) New Lake. A new Lake (hereinafter the "Lake") of approximately 5 to 7 acres shall be constructed on the Property as shown on the record map. Declarant warrants that:

The Lake will be constructed according to State standards, filled with water and stocked initially by the Declarant. The Association reserves the right to monitor and control the

PK 3304 PR 185

quality of the water contained therein as well as to re-stock the fish located in said Lake as may be needed, and maintain the shoreline around the Lake to a width of fifteen (15) feet beyond the proposed water line.

The Declarant makes no warranties whatsoever as to the water level in the Lake nor, to the continued existence of the Lake beyond the time it is turned over to Association.

Fishing on the Lake, by other than adjacent lot owners and their guests, shall be permitted only at the Common Area location designated on the record map. Fishing shall be by rod and reel, pole or hook and line only, provided that only members in good standing of the Association and their families and guests (who must be accompanied by a member) may fish there and only during daylight hours. No seining or trapping of fish is permitted. Limits shall be the same as for fishing on public waters of the State of North Carolina. Piers may be constructed on the Lake with the approval of the Committee.

- (b.) Existing Lake. There is on the Property an existing lake of approximately one and one-half (1 ½) acres (hereinafter the "Old Lake"). The Old Lake is not a portion of the Common Area, and is for the use only of the property owners who adjoin same and their guests. Piers may be constructed on the Old Lake subject to approval by the Committee.

- (c.) Easements and Common Areas. There are areas shown on the record maps of the Property designating easements (hereinafter "Easements") and Common Areas as shown on the record maps. These areas shall be for the use and benefit of the Owners and their guests subject to the rules and regulations of the Association which shall include the establishment of reasonable fees for the maintenance of the amenities including the Easements, Common areas and the Lake.

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the existing Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the following Restrictions:

- 1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these restrictions.

- 2. Each single story dwelling must have not less than 2,200 square feet of heated space. Each one and one half (1 ½) story dwelling must have not less than 2,400 square feet of heated space. Each two (2) story dwelling must have not less than 2,600 square feet of heated space. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved, in writing by the Committee, which Committee is established herein and further defined in the By-laws. Fees for review of construction plans and specifications shall be established by the Association. Construction of the dwelling must commence within nine (9) months of the date of the closing of the lot unless specified by the Committee in writing, otherwise. The responsibility of landscape design review may be delegated by the Committee to a Landscape Design Committee created and formed by the Committee with reasonable fees for approval of landscape plans to be established in the By-laws.

- 3. All improvements to the lot must comply with local municipal setback

requirements and those set out in the recorded plats.

4. More than one lot as shown on the said plat, may be combined to form one or more lots by or with the written consent of Declarant, its successors and assigns. Upon combination of lots, the building line requirements prescribed herein shall apply and the Easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. All connections of private driveways to the Oldstone Forest road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the Committee and must also meet all requirements for acceptance into the North Carolina state road system. Before construction begins a temporary driveway of at least 10 feet in width which connects to a turnaround area of adequate size for large delivery trucks and constructed of crushed stone, must be installed and maintained to a standard so that no mud, dirt or foreign debris ends up on the paved road. If a violation occurs and dirt or foreign debris ends up on the paved road, the Owner of record of the responsible lot will be assessed a \$200.00 penalty and construction halted provided that the debris is not completely removed from the road and right of way and the road surface completely washed within 24 hours of notice to the Owner.

6. There shall be no fencing, or parking permitted within the road right-of-way.

7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the complete construction plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of Plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all Plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within thirty (30) days after plans are submitted to it, the Owner may proceed to build without approval.

8. Construction of new residential buildings only shall be permitted, it being the intent these Restrictions to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for herein below.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed with twelve (12) months subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within twelve (12) months, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within the next one hundred twenty (120) days, the Association, will be advised of this determination. The Association shall then have the right to give notice to the Owner that the Owner has the obligation, within thirty (30) days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon Owner's failure to do so and charge the cost to the Owner and place a lien upon the lot upon Owner's failure to pay these charges.

10. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in the Subdivision will be supplied with water from private wells. The design and type materials of well covers must be approved in writing by the Committee.

12. Exposed exterior walls composed of the following materials shall be prohibited from the Property: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, aluminum siding and vinyl siding.

13. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No more than a total of three (3) dogs or three (3) cats or a combination of dogs and cats not exceeding three (3) may be kept on a lot. In the event of a litter of kittens or puppies. The Owner shall have four months to find homes for the kittens or puppies; there shall be no commercial breeding of animals in this Subdivision. No pet may create a nuisance by noise, odor, damage, or destruction of property within the Property. Each Owner must see to it that all of the Owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the Property and the Association may have strays and dogs that are not leashed and are found off their Owner's lot picked up. With the exception of lots 8, 9 & 10 of Phase 1, no animals (except normal household pets), no livestock or poultry of any kind may be kept or maintained on any of said lots. A resident may own a horse and board it at the boarding facility on lot 10, boarding space permitting. An Easement for a horse and walking trail is shown on the record maps.

15. The storing, throwing or dumping of trash, garbage, and waste materials shall not be permitted. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Areas. All homeowners in the Subdivision shall use the same trash removal service, which shall be determined by the Committee until there are four (4) members of the Association, at which time, the Association shall select the trash removal company. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers, trash containers and oil tanks shall be screened from public view. There shall be no above ground swimming pools.

16. All Owners shall purchase and maintain the same mailbox. The Imperial 211-6 Black. In the event this mailbox is no longer available, the Association shall select the new mailbox.

17. In addition to the Easements that are shown on the recorded plats of the Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within the Subdivision. As between the easements reserved by these Restrictions and the Easements that are located in the same

areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

18. Declarant reserves a temporary construction easement of thirty-five (35) feet in width along both sides and running parallel to streets or road rights of way, with easements shall expire eighteen months after the particular road construction commences.

19. No outside clothesline shall be permitted. No satellite dishes shall be permitted in excess of twenty (20) inches in diameter. Any satellite dish must be concealed from view from all lots, roads and open spaces. The design of such enclosures must be approved prior to erection by the Committee.

20. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of a lot unless located within enclosed garages or screened architecturally or by landscaping approved by the Committee, no boat and/or boat trailer, travel trailer, motor homes, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present, must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the primary residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

21. No billboards or signs of any description, other than permits required by local authorities, shall be displayed upon any lot with the exception of a professional 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 construction and sales period or those approved by the Declarant, or if the Declarant designates, by the Committee. The Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. Declarant also reserves the right to erect and maintain signs designating streets, Common Areas, Easements and any other sign that will aid in the development of the Subdivision.

22. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and common areas.

23. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subject to these Restrictions. The Property herein described is also made subject to the Bylaws, which are incorporated herein by reference.

24. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including reasonable attorneys fees. Liens may be filed by the Association against any Owner of a lot for the non-payment of any dues, assessments or other obligations due the Association or the Committee as established by these Restrictions or the By-Laws.

25. Declarant reserves the right to assign its rights to a successor who also assumes the Declarants responsibilities.

26. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

27. No hunting nor trapping of any wild life, including, but not limited to,

birds, ducks, geese, turkey, or deer shall be permitted on any Common Areas. The discharging of firearms is strictly prohibited from any of the Property.

28. There will be an equestrian riding trail constructed as shown on the recorded map. The design of the fencing shall be the sole discretion of the Declarant and shall be maintained by the Association. Biking, walking, or jogging shall also be permitted on this trail. No four wheelers, three wheelers, ATV's, motorcycles, dirt bikes, mopeds or any other motorized vehicle of any kind shall be permitted on the trails nor any Common Area, except a golf cart or other small vehicle as deemed necessary by the Declarant for purposes of monitoring the use and maintenance of the riding trail, or Common Areas.

29. No swimming shall be permitted in the Lake or the Old Lake except with approval of the adjoining lot owner or at the designated Common Area providing for swimming.

30. No gasoline or liquid powered engines shall be used in any way on the Lake or the Old Lake. The only permitted boats shall be sail boards, sail boats, canoes, row boats, paddle boats or boats powered by electric motors all of which shall be less than fourteen (14) feet in length.

31. No property Owner in the Subdivision, whether adjoining the Lake or the Old lake or not, shall have any right to draw water from the lake for any purpose, including, but not limited to, irrigation.

32. The maintenance, upkeep, replacement and repair of improvements, equipment and facilities such as drain pipes, spillways, and dams within the area denoted as Common Area, including seeding and re-seeding, fertilizing, erosion control, and maintenance of earthen works, grass berms, re-stocking of fish as may be needed, etc., and the dredging of the lake bed, if necessary, shall be the responsibility of the Association.

33. This Declaration of Restrictive Covenants Oldstone Forest Subdivision Phase 2 and the Declaration of Covenants, Conditions and Restrictions of Oldstone Forest Subdivision and Oldstone Forest Homeowners Association, Inc. Bylaws compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless seventy-five (75%) percent of said lots have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said restrictions in any and all respects, including, but not limited, the cancellation thereof, or as to delete any or all of said lots from the effect of these restrictions or to waiver set back and set off requirements as to any lot. However, after the sale of seventy-five (75%) percent of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of seventy-five (75%) percent of said lots.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of Oldstone Forest Subdivision Phase 2 to be duly executed this

5th day of April, 2003.

Arrowhead Development, Inc.

By:  per

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Allison R. Hearner, a Notary Public, certify that Edwin C. Reynolds
personally came before me this day and acknowledged that he/she is the President of
Arrowhead Development Inc., and that he/she, as President being
authorized to do so, executed the foregoing on behalf of the corporation

WITNESS my hand and official seal this 15 day of December, 2003.

My commission expires: 12/31/2006 Notary Public Allison R. Hearner



NORTH CAROLINA-UNION COUNTY

The foregoing certificate(s) of

Allison R. Hearner

Notary (s) (is) Public
to be correct: _____ is/are certified

JUDY S. PRICE, REGISTER OF DEEDS
BY Blasquez Cook
ASSISTANT