

DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
STRATFORD ON PROVIDENCE SUBDIVISION

Filed for record  
Date 9.23.2000  
Time 2:50 o'clock P. M.  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe North Carolina

THIS DECLARATION OF RESTRICTIVE COVENANTS OF STRATFORD ON PROVIDENCE SUBDIVISION is made this 21st day of September, 2000 by AFT Enterprises, 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 STRATFORD ON PROVIDENCE Subdivision, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina known as STRATFORD ON PROVIDENCE Subdivision; and

WHEREAS, Section 1 of STRATFORD ON PROVIDENCE Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Cabinet G File(s) 194, 195, 196, 197 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 will 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 and occupancy of the property made subject to these Restrictions, and the Declaration of Covenants, Conditions and Restrictions of STRATFORD ON PROVIDENCE Subdivision and STRATFORD ON PROVIDENCE Homeowners Association, Inc., hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Union County 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 desires to provide for the preservation of the values of STRATFORD ON PROVIDENCE Subdivision made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions and the Declaration 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 STRATFORD ON PROVIDENCE Subdivision 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 the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION  
AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, 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 ~~8~~ and File(s) 194, 195, 196 and 197 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 Declaration 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 a part of STRATFORD ON PROVIDENCE Subdivision, including, but not limited to, to an approximate ninety (90) acre tract to the east of the existing property. 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 STRATFORD ON PROVIDENCE Subdivision and by filing of record Supplementary Declarations of The Declaration of Covenants, Conditions and Restrictions of STRATFORD ON PROVIDENCE Subdivision and STRATFORD ON PROVIDENCE Homeowners Association, Inc., with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration 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 and the Declaration as may be necessary.

**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 Declaration and 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-family dwelling shall have not less than Five Thousand (5,000) square feet under roof and at least Thirty Five Hundred (3,500) 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 advance, in writing by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. All improvements to the lot must comply with local municipal setback requirements and those set out in the recorded plat.

4. More than one lot (as shown on said plat(s)) or portions thereof, 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 STRATFORD ON PROVIDENCE 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 Architectural Review Committee of STRATFORD ON PROVIDENCE Homeowners Association, Inc. and must also meet all requirements for acceptance into the North Carolina state road system.

6. There shall be no signs, 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 Architectural Review 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. Two (2) copies 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 of this covenant 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 hereinbelow.

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 within eighteen (18) 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 eighteen (18) 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, STRATFORD ON PROVIDENCE Homeowners Association, Inc., hereinafter referred to as 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 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 STRATFORD ON PROVIDENCE Subdivision must be supplied with water from a public utility company although private wells may be used for irrigation purposes. The location of wells and the color, design and type materials of well covers must be approved in writing by the Architectural Review Committee.

12. Exposed exterior walls composed of the following materials shall be prohibited from STRATFORD ON PROVIDENCE Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, aluminum siding, vinyl siding or vinyl soffits.

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 animals, livestock or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs, cats and other indoor household pets provided that they do not create a nuisance by noise, odor, damage, or destruction of property within the community. 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 by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. 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, unless approved by the Committee.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. 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 Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a debris burial pit in accordance with governmental regulations.

16. In addition to the easements that are shown on the recorded plats of STRATFORD ON PROVIDENCE 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 STRATFORD ON PROVIDENCE 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.

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

18. No outside clotheslines shall be permitted. No satellite dishes shall be permitted in excess of 20" 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. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.

19. 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, no boat and/or boat trailer, travel trailer, motor home, 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.

20. No billboards or signs of any description, other than permits required by local authorities, shall be displayed upon any lot with the exception of 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. All sign colors must be approved by Declarant, or if Declarant so designates, by the Committee. Declarant also reserves the right to erect and maintain signs designating streets, common areas, and any other sign that will aid in the development of STRATFORD ON PROVIDENCE Subdivision.

21. Before any clearing and grading is to begin on any lot, the owner must request a tree survey of all trees in excess of six (6) inches in diameter at ground level

22. Declarant will, if permitted by governmental authorities, provide a security gate across the entrance roads to STRATFORD ON PROVIDENCE Subdivision. Amenities provided by Declarant and deeded to the Association will be maintained by the Association.

23. 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.

24. DEFINITIONS: Reference to "Subdivision" in this document is intended to refer to STRATFORD ON PROVIDENCE consisting of \_\_\_\_\_ sheets in the

Union County Registry. Reference to "Association" in this document is intended to refer only to "STRATFORD ON PROVIDENCE Homeowners Association, Inc."

25. 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 subjected to these Restrictions. The Property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions of STRATFORD ON PROVIDENCE Subdivision and STRATFORD ON PROVIDENCE Homeowners Association, Inc. recorded separately, which Declaration is incorporated herein by reference.

26. 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 without limitation reasonable attorneys fees.

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

28. 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.

29. No hunting nor trapping of any wild life, including, but not limited to, birds, ducks, geese, turkeys, or deer shall be permitted on any common areas. The discharging of firearms is strictly prohibited from any of the property shown on the plats hereinabove referenced.

30. No swimming shall be permitted in the lake.

31. The lake will be constructed according to state standards, filled with water and stocked initially by the Declarant. It will be the responsibility of the Stratford on Providence Homeowners Association, Inc. to monitor and control the quality of the water contained therein as well as to re-stock the fish located in said lake as may be needed.

32. The Declarant makes no warranties whatsoever as to the water level in the inland lake nor to the continued existence as a lake beyond the time it is turned over to the Stratford on Providence Homeowners Association, Inc.

33. Fishing on the lake shall be permitted 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.

34. No gasoline or liquid powered engines shall be used in any way on the 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 less than fourteen (14) feet in length.

35. There are to be no piers on the lake.

36. No property owner in Stratford on Providence Subdivision, whether adjoining the lake or not shall have any right to draw water from the lake for any purpose, including, but not limited to, irrigation.

37. The maintenance, upkeep, replacement and repair of improvements, equipment and facilities such as drain pipes, spillways, and dams within the area denoted as common Property, 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 Stratford on Providence Homeowners Association, Inc.

SUBDIVISION STREET DISCLOSURE STATEMENT

SUBDIVISION: STRATFORD ON PROVIDENCE, County of Union, State of North Carolina, consisting of all lots as shown on plat recorded in the Union, County Public Registry, North Carolina in Cabinet G at File(s) 194, 195, 196 + 197, said recording shall hereinafter be referred to as "Recording."

The undersigned Developer and Seller does hereby certify that there are various private road(s) shown on said Recording and that said private road (s) are designed and are to be built to the Town of Weddington and State of North Carolina Department of Transportation standards and have been approved as proposed, as it relates to stone and pavement width and depths.

The undersigned Developer and Seller further certifies that said private road(s) aforesaid will be dedicated as private road(s) under the Town of Weddington Subdivision Ordinance and that said road(s) is/are defined as a private road(s) for the purposes of maintenance as related to the Town of Weddington and/or State Highway Department.

The undersigned Developer certifies and represents that a performance bond in an amount satisfactory to the Planner and Supervisor of Subdivision Approval for the Town of Weddington has been placed with the Town of Weddington, said sum equaling 150% of the projected cost of the construction of said road(s) in the judgement of the Town Planner.

The undersigned Developer and Seller further hereby discloses that it reserves unto itself, its successors and assigns, a temporary easement 35' wide across the front of each lot adjoining any of the road rights of way for roads for the purpose of construction and/or slope easements to permit the creation of the roadways as aforesaid.

Until such time as said private road(s) shall meet the minimum standards adopted by the Town of Weddington and/or State Highway Department for acceptance in the Highway System, the responsibility for maintenance and repair to said private road(s) shall be borne by STRATFORD ON PROVIDENCE Homeowners Association, Inc.

This the 21<sup>st</sup> day of September, 2000.

DEVELOPER AND SELLER:

AFT ENTERPRISES, INC.

Daphne Williams  
Secretary

By: Rita Williams  
President

I hereby acknowledge receipt of the above Subdivision Street Disclosure Statement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_



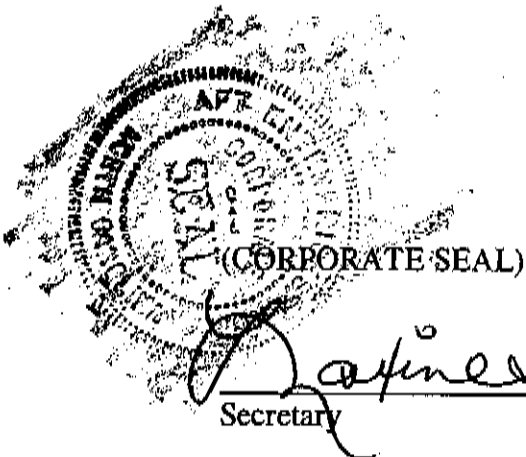
THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of STRATFORD ON PROVIDENCE Subdivision and the Declaration of Covenants, Conditions and Restrictions of STRATFORD ON PROVIDENCE Subdivision and STRATFORD ON PROVIDENCE Homeowners Association, Inc. 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 an instrument signed by sixty-six percent (66%) of the then owners of the lots and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of STRATFORD ON PROVIDENCE Subdivision to be duly executed this 21<sup>st</sup> day of September, 2000.

AFT ENTERPRISES, INC.

Rita A. Collins  
President



Secretary

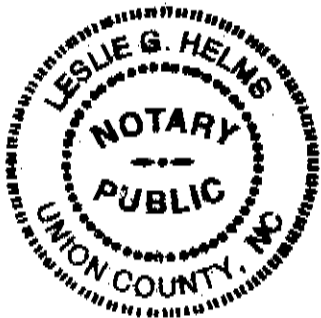
NORTH CAROLINA - UNION COUNTY  
The foregoing certificate(s) of Leslie G. Helms  
Notary Public  
is/are certified  
to be correct. Filed for record this 22<sup>nd</sup> day  
of Sept., 2000 at 2:50pm

JUDY G. PRICE, REGISTER OF DEEDS  
BY: Steno Cicco  
Asst./Dept.

STATE OF NORTH CAROLINA )  
COUNTY OF UNION )

I, a Notary Public of the County and State aforesaid, certify that Maxine W. Turner personally came before me this day and acknowledged that she is the Secretary of AFT Enterprises, Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by Rita A. Collins its 1 President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and seal this 21<sup>st</sup> day of September, 2000.



Notary Public: Leslie G. Helms

My Commission Expires: May 8, 2001