



**KING'S GRANT HOMEOWNERS ASSOCIATION, INC.**  
**P.O. Box 9008**  
**FAYETTEVILLE, NC 28311-9079**

**KINGS GRANT COVENANTS SUMMARY**

**PART TWO**  
**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO**  
**DEVELOPMENT OF KINGS GRANT**

**ARTICLE I**  
**Construction Restrictions**

Section 2. Multi-Family Use Prohibited. No dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

Section 9. Exteriors. No structure may be constructed with an exterior wall finish material of concrete, cinder block or asbestos siding shingles.

Section 10. Parking. Each Owner subject to these Covenants shall provide space off of streets or community roads for the parking in accordance with reasonable standards established by the Review Board.

Section 11. Fences. No chain link fence or solid panel fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure. Ornamental fences not to exceed three (3) feet in height may be erected within such area. Golf course lots are subject to the fence limitations as contained in Part Two, Article IV, Section 5.

Section 12. Mailboxes. The Review Board must approve the placement design, type and color of any mailbox and its support. Typical designs will be supplied upon request.

Section 13. Architectural and Design Review.

(a) Purpose. In order to preserve the natural beauty of Kings Grant and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, mail box, tennis court, roof, exterior structure or other structure shall be erected, placed, added to, or altered until the proposed building plans, specifications submitted and approved in writing by the Review Board.

(c) Architectural Review Board.

(1) The Company shall establish an Architectural Review Board. The Company shall, by filing a supplementary declaration of covenants, transfer review authority to a permanent Review Board under the control of the Association

(4) The Review Board may adopt, promulgate, amend, revoke and enforce guidelines, hereafter referred to as the Development Guidelines, for the purposes of,

- Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;
- governing the procedure for such submission of plans and specifications; and
- establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Structure on any Lot.
- The Review Board shall make a published copy of its current Development Guidelines readily available to Members and prospective Members of the Association upon request.



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**ARTICLE II**  
**Use Restrictions**

**Section 1. Residential Use.**

The use of the Dwelling Unit shall be limited to occupancy by people directly related by adoption, marriage, or blood in the first and second degree or four or less people who are not so related.

A portion of a Dwelling Unit may be used as an office if such use does not create a significant increase in customer or client traffic

**Section 2. Other Buildings and Vehicles.** No mobile home, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Residential Lot at any time, either temporarily or permanently, without prior approval from the Review Board

**Section 3. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkept or unmaintained condition of buildings or grounds

**Section 6. Junk Vehicles.** No junked cars shall be placed or allowed to remain on said property.

**Section 7. Fuel Tanks.** No fuel tanks or similar storage receptacles may be exposed to view.

**Section 8. Antennas.** No television antenna, dish, radio receiver or sender or other similar device shall be installed upon a lot or attached to or installed on the exterior portion of any dwelling or other structure or property within Kings Grant.

**Section 11 Laundry.** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view

**Section 13. Vegetable Gardens.** A vegetable garden will be permitted provided it is located to the rear of the house, is not visible from the street, and does not exceed the size of 300 square feet. No vegetable gardens of any size shall be allowed on lots adjoining a golf course or any lakes or ponds

**Section 14. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the residential areas of the Property, except that a reasonable number of common household pets

- The Owner of such animals shall use a scoop or other device to clean up any defecation or solid excrement left by their pet upon the Common Properties of or property owned by others.
- The Owner of an animal will not allow it to roam unattended on the Property, it being the responsibility of each pet Owner to leash their animal.
- The Owner shall muzzle any animal which barks or makes any noises which might be reasonably expected to disturb other Owners.
- Pets shall be housed in the Dwelling Unit or in pens approved by the Review Board.



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Section 15. Roadways.

- No golf carts may be operated on the roads and streets in Kings Grant except those being transported between golf cart maintenance or other designated areas, except as permitted by the Review Board. The Review Board may charge such fees as it deems appropriate for the permits.
- No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the roads and streets within Kings Grant, unless they are street legal.
- The Company, or the Association, may post "no parking" signs along the streets and roadways within Kings Grant.

Section 17. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone except with the written permission of the Review Board or except as may be required by legal proceedings. One sign advertising the sale of a house and/or lot may be placed upon a lot at any time, (not to be larger than two feet by two feet (2' x 2')).

Section 20. Firearms: Hunting Prohibited. There shall be no discharging of firearms

ARTICLE III  
Environmental Controls

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Residential Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Review Board

Section 2. Tree Removal. No trees with a diameter of four inches or more, may be removed without the written approval of the Review Board.

Section 7. Mineral Extraction. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity

Section 8. Street lighting. Street lighting is being provided by the City of Fayetteville, North Carolina Public Works Commission under the terms approved by the N. C. Utilities Commission.

Section 9. Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon the Property, except as is temporary and incidental to the bona fide construction on or improvement of the area.



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**ARTICLE IV**  
**SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS**

Owners of Golf Fairway Lots or Dwelling Units adjacent to golf fairways shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area the keeping of unfenced or fenced dogs or other pets on the Lot or residential tract adjacent to the golf course under conditions interfering with play due to their loud barking, running on the fairways

No fence of any nature shall be constructed on the golf course maintenance easement unless the design and location of such fence is approved in advance by the Review Board but in no event shall a fence be allowed which is anything but an ornamental fence or more than three ( 3) feet tall.

The Association shall have the right, but not the duty, to maintain, keep clean and repair any portion of the golf course and lakes, if the Owner thereof does not do so.

**PART THREE**  
**KINGS GRANT PROPERTY OWNERS ' ASSOCIATION, INC.**  
**ARTICLE I**

Section 1. Membership. Every Owner shall be a Member of the Association.

Section 5. Quorum Required for Action at Meetings of the Association The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast fifty-one percent (51%) of the total vote of the membership shall constitute a quorum.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

**ARTICLE II**

Section 1. Members' Easement of Enjoyment in Common Properties. Every Member and every tenant and guest of such Member shall have a right of easement of enjoyment in and to the Common Properties.

Section 4. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The Association may borrow money for the purpose of improving and/or maintaining the Common Properties and providing authorized services
- (b) The Association may take necessary steps to prevent foreclosure of common properties.
- (c) The Association may suspend the rights and easements of enjoyment of any Member, or any Tenant or Guest of any Member, for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations. It is understood that any suspension shall not waive or discharge the Member's obligation to pay the assessment.
- (d) The Association may charge reasonable admission and other fees for the use of the Common Properties.
- (e) The Board of Directors of the Association may place any reasonable restrictions upon the



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use of the Association's roadways, subject to the public's right of ingress and egress and subject to compliance with the Fayetteville City Code, including but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said road, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads.

(f) The Association by its Board of Directors may dedicate or transfer to any public or private utility, utility easements on Any part of the Common Properties.

(g) The Association may to give or sell all or any part of the Common Properties, subject to such conditions with an affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association. The Company may make such dedications or conveyances without the members consent.

**ARTICLE III**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of Any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to Agree to pay to the Association: (1) Annual assessments or charges which are Common Expenses, and (2) special assessments for extraordinary maintenance and capital improvements, (3) special assessments for purchase, construction or reconstruction of improvements; and (4) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively for the paying of Common expenses to promote the recreation, health, safety, and welfare of the Owners of lots; and, in particular, but not limited to, for the acquisition, improvement and maintenance of Property, services, amenities and facilities, and for the use and enjoyment of the Common Properties

Section 3. Amount of Assessment.

(a) Initial Maximum Assessment To and including December 31, 1990, the maximum annual assessment shall not exceed one hundred twenty and no/100 (\$120.00) per Lot.

(b) Increase by Association. The annual assessment may be increased each year by the Board of Directors, without a vote of the membership, by a percentage not greater than ten (10%) percent.

(c) Increase by Members. From and after December 31, 1991, the annual assessment may be increased by a percentage greater than permitted by this article with two-thirds (2/3) approval of the membership who are voting in person or by proxy, at a meeting duly called for this purpose.

e) Board Authority. The Board of Directors may fix the initial annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Properties with the assent of two-thirds (2/3) of the votes of the membership.

Section 5. Replacement Reserve. Out of the Common Expenses assessment, the Board shall create and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Properties.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other periodic basis established by the Board.



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Section 8. Date of Commencement of Annual Assessments; Due Dates; Initial Working Capital. The due dates shall be established by the Board of Directors..

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) day. after the due date shall be delinquent, in default and shall bear interest from the due date at the highest rate then permitted by North Carolina law not to exceed eighteen (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot.

**ARTICLE IV**  
**FUNCTIONS OF ASSOCIATION**

Section 1. Authorized Services. The Association shall be authorized but not required to provide the following services:

- (a) Maintenance of the Common Properties;
- (b) Performance of the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (c) Taking any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property, including but not limited to fining Owners for violating same or for not properly maintaining their property;
- (d) Setting up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose;
- (e) Constructing improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this ARTICLE;
- (f) Provision of administrative services including but not limited to: insurance; legal; accounting and financial; and communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above-listed services, and payment of taxes and other expenses.
- (g) Any other services necessary to perform its obligations hereunder.  
In the event the Association is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Company, the Company shall be and hereby is authorized to perform such services, at the Association's expense, as long as such expenses are reasonable and necessary to carry out the Company's obligations under this Declaration.

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to borrow money for use by the Association and to mortgage the property of the Association.

Section 6. Information. It shall be the responsibility of the Association to make available to Owners and



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mortgage lenders making loans to Owners, and to holders, insurers or guarantors of any first Mortgage on a Dwelling Unit or Lot within the Property, current copies of the Declaration, By-Laws, other rules and regulations relating to the Property, and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal working hours or under other reasonable circumstances. The requesting party shall pay the cost of reproduction of such documents.

**PART FOUR**  
**GENERAL PROVISIONS**  
**ARTICLE II**  
**AMENDMENTS**

Section 1. Procedure for Amendments. Except as provided in Part Two, Article I, Section 7, the procedure for further amendment of this Declaration shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment.

**ARTICLE IV**  
**ENFORCEMENT, SEVERABILITY AND INTERPRETATION**

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or Member or agent of such Owner or Member, the Company or any other Owners or Members, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

Section 2. Enforcement by the Association. In addition to the foregoing and any other remedy set out in these Covenants, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.  
The Association may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Company or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants in the event the Association prevails in such proceedings.



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The Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants in the event the Association prevails in such proceedings

The Company reserves the right to assign to the Association its rights reserved in these Covenants to approve (or disapprove) improvements proposed in Kings Grant and nearby areas, including, but not limited to, the right to approve (or disapprove) architectural or other plans or drawings, specifications, color, finish, plat or site plan and construction schedules, and any other rights or prerogatives reserved unto the Company