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Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE
1014 Hay Street, Fayetteville, NC

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA

CUMBERLAND COUNTY

**SUPPLEMENTAL DECLARATION OF COVENANTS
KING'S GRANT, SECTION VII, PHASE ONE**

THIS SUPPLEMENT DECLARATION OF COVENANTS is made and entered into this 24th day of June, 1997, by KINGS GRANT CLUB, a North Carolina General Partnership, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded a certain "Declaration of Covenants", which Declaration by its terms applied to and covered Kings Grant Subdivision, Section 3, according to a plat of same duly recorded in Book of Plats 70, Page 74, Cumberland County Registry, and which Declaration of Covenants is recorded in Book 3521, Pages 651 through 684 of the Cumberland County, North Carolina Registry (hereinafter referred to as the "Master Covenants"); and

WHEREAS, said Master Covenants provided that future sections of Kings Grant Subdivision would become subject to the Master Covenants after recording of the plat for said new section and recording of a Supplemental Declaration which expressly made the new section subject to them; and

WHEREAS, Declarant is the owner of and has caused to be recorded a plat of King's Grant Subdivision, Section VII, Phase One, as recorded in Plat Book 94, Page 173, Cumberland County, North Carolina Registry; and

WHEREAS, the Declarant desires Section VII of King's Grant Subdivision, as set forth on said plat at Plat Book 94, Page 173, to be subject to and bound by the Master Covenants, and amendment thereto contained in Book 4253, Page 563, Cumberland County Registry and further desires that the said real property located at said plat to be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the Master Covenants and the amendment thereto; and to amend said Master Covenants by adding thereto Part Two, Article I, Section 16, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the property described as Kings Grant Subdivision, Section VII, a plat of which is recorded at Plat Book 94, Page 173, Cumberland County Registry, be and hereby is subject to those certain Master Covenants recorded in Book 3521, Page 651, and the amendment thereto recorded in Book 4253, Page 563, of the Cumberland County, North Carolina Registry, as amended hereby:

1. By deleting there from Article I, Section 11 and substituting therefor the following:

"Article I

Section 11. Fences. No chain link fence will be erected within the development. No solid panel fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure on improved lots or nearer to any street than the setback line or any vacant lot, but ornamental (picket type) fences not to exceed three (3) feet in height may be erected within such area provided final approval is secured through the Review Board. Golf course lots are subject to the fence limitations as contained in Article IV, Section 8."

2. Add to Article II, Section 8, Section 14 the following:

"Article II

Section 8. Antennas. (Add after last paragraph)

"(c) Exception to satellite dish ban will be granted for 18" or less diameter satellite dishes

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(DDS System or Equivalent). Such small dishes may not be installed in any location other than on dwelling structure, or attachment and may not be visible from frontage street or side street. Dish location must not be obtrusive to neighboring residential property, existing or future."

Section 14. Animals. (Add after (vii)).

"(viii) Dangerous dogs, including, but not limited to, pit bulls, rottweilers, dobermans, chows and german shepherds, shall not be permitted on a permanent basis or in temporary transit."

3. Delete Article III, Section 2 and Section 8 in their entirety and substitute therefor:

"Article III

Section 2. Tree Removal. Specific restrictions involving the growth and removal of pine tree habitat for the Federally endangered Red-cockaded Woodpecker (*Picoides borealis*) have been levied against development within Cumberland County and surrounding areas. These restrictions include the following provisions:

- (1) Limit the removal of pine trees.
- (2) Incorporate landscape requirements which favor longleaf pines and low-growing native ornamentals.
- (3) Protect existing and future cavity trees on the residential area.

To comply with these Federal requirements, the following tree removal restrictions will be rigidly enforced.

No pine tree with a diameter of 4 inches or more will be removed by builders or residents without written approval of the Review Board. Exceptions are those pine trees that must be removed for immediate dwelling construction, those within close proximity--10' or less--of structure, and trees that are located in the path of entryways and driveways.

Section 8. Utilities. Residential electricity and development street lighting is provided by South River Electric Membership Corporation, Stedman, North Carolina, or the Fayetteville, North Carolina Public Works Commission (PWC). Water, sewage and trash removal are provided by PWC. Natural Gas is provided by North Carolina Natural Gas Corporation. Television is provided by Time Warner Cable."

4. Article IV, Section 5 delete the following sentence, "No fence of any nature shall be constructed on the golf course maintenance easement unless the design and location of such fence is approved by the Review Board but no event shall a fence be allowed which is anything but an ornamental fence or more the three (3) feet tall."

5. Add Article IV, Section 8 as follows:

"Article IV

Section 8. Golf Course Fencing. No Fence of any nature shall be constructed on golf course lots unless approved by the Review Board. A standard design with a mandatory configuration, color, and size--three (3) feet in height--will be the only option for fencing. There will also be one continuous line for fence construction--either on property line facing golf course property, or an otherwise established line within or on the Golf Course Maintenance Easement Area boundary line. (See Article IV, Section 3.)

Said Master Covenants, as amended, are incorporated herein by reference.

IN WITNESS WHEREOF, KINGS GRANT CLUB, a North Carolina General Partnership

has caused this instrument to be executed the day and year above written.

WITNESS:

KINGS GRANT CLUB, a North Carolina
General Partnership

Venessa K. Lockamy

By:

Sol C. Rose
Sol C. Rose, attorney-in-fact for
Kings Grant Club

NORTH CAROLINA
CUMBERLAND COUNTY

I, Venessa King Lockamy, a Notary Public of said county and state do hereby certify that SOL C. ROSE attorney in fact for KINGS GRANT CLUB, a North Carolina General Partnership, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of KINGS GRANT CLUB, a North Carolina General Partnership, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Cumberland County, North Carolina, on January 8, 1996, and recorded in Book 4426, Page 655 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said SOL C. ROSE acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said KINGS GRANT CLUB a North Carolina General Partnership.

Witness my hand and notarial seal this the 27th day of June, 1997.

My Commission Expires: 2/11/2000

Venessa King Lockamy
NOTARY PUBLIC

The foregoing Certificate(s) of

Venessa King Lockamy

is/are certified to be correct. This instrument and this certificate are duly registered as the date and time and in the Book and Page shown on the first page hereof.

GEORGE E. TATUM

REGISTER OF DEEDS FOR

CUMBERLAND

COUNTY,

By

Bonnie K. Carter

Deputy/Assistant - Register of Deeds