

RECORDED
AND
VERIFIED
MKH

BK 1172P60684

PR

Filed for record 11-24-98
Date 8:35 o'clock P.M.
Time JUDY G. PRICE, Register of Deeds
DRAWN BY: Union County, Monroe, North Carolina

MAIL TO:

Craunford, Schulze & Tomchin
2813 Coltsgate Road, Suite 200
Charlotte, NC 28211

Ridgeline Development Corporation
4500 Cameron Valley Parkway, Suite 350
Charlotte, NC 28211-3552

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SOUTHBROOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that RIDGELINE-WAXHAW, L.L.C, a North Carolina limited liability company (herein "Developer"), owner of the property more particularly described in Exhibit A attached hereto, does hereby covenant and agree to and with all other persons, firms and corporations hereafter acquiring the hereinafter described property located in Union County, North Carolina, that said lots are subject to the following restrictions as to the use thereof running with said property by whomsoever owned:

1. **Residential Lots Only.** All lots in the tract shall be known and described as residential lots and shall have a minimum of 10,000 square feet. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half (2-1/2) stories in height excluding basement and one other accessory structure customarily incidental to the use of the lot which is constructed in harmony with the dwelling house. All houses shall have at least a single-car garage.
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2. **Setbacks.** No building shall be located nearer to the front property line or any side street line than the building setback line as shown on the recorded map. No building shall be located nearer any side lot than the applicable zoning ordinance shall allow. In the event of the unintentional violation of any minimum setback requirements herein set forth, Developer, for itself and for its successors and assigns, reserves the right, by and with the mutual consent of the owner of the lot in question, to change the restrictions set forth in this instrument, provided, however, that such changes shall not exceed ten percent (10%) of the marginal requirements of such restrictions.
3. **Minimum Square Footage.** The total heated area of each dwelling unit shall be not less than 1,300 square feet under roof exclusive of any garage, porch, or similar appurtenance.
4. **Limitation of Subdivision of Lots.** No lot shall be subdivided so as to increase the total number of lots shown on said recorded plat.
5. **Driveway.** Any driveway constructed or used in or on any lot in the subdivision shall be of concrete surface only which shall be kept and maintained in good condition and repair. If the house has a two-car garage, the driveway shall be 18

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feet wide at the garage and a minimum of 9 feet at the curb. For a house with a single car garage, the driveway shall be a minimum of 9 feet wide from the garage to the curb.

6. Union County Public Works Pump Station. The pump station lot whose address is 208 Leafmore Court shall be exempt from the requirements of these Declarations of Covenants, Conditions and Restrictions.
7. Roof. The majority of all roof areas on any house shall have a minimum 5/12 roof pitch.
8. Foundation: Any house built on a slab foundation shall have a minimum four-course brick masonry veneer skirt extending up the front face of the slab.
9. Yard: The front yard of each lot shall contain at least two trees (existing or newly planted), suitable for healthy growth in the local climate, each with a minimum caliper of 1.5 inches measured at a height of six inches above the ground.
10. Maintenance. Exterior maintenance, upkeep and repair to the yard, fence, walkways, shrubbery, dwelling and other improvements on each lot shall be the sole responsibility and expense of the owner of the lot. The owner of each lot shall maintain his lot or lots in a neat and clean condition, free of all trash, debris, weeds and vines. The yard, grounds, shrubbery and trees shall be maintained in a neat and trim condition at all times.
11. Nuisances. No obnoxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisances to the neighborhood.
12. Other Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract 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. No above-ground swimming pools shall be permitted on any lot. No structure shall be moved onto any lot unless it shall conform to and be in harmony with the existing structures in the tract. Nothing contained herein shall prevent a construction trailer or sales trailer from being located temporarily on a lot during the construction of improvements within the subdivision.
13. Utility and Drainage Easements. A perpetual easement is reserved over the rear ten (10) feet of each lot for utility installation and maintenance, and public drainage, and/or as shown on the recorded map. A perpetual easement is reserved over the side five (5) feet of each lot line for utility installation, and/or as shown on the recorded map.

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14. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder or Developer to advertise the property during the construction and sales period. Developer shall have the right to place permanent signs for *Southbrook* within the development.
15. **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets which may be kept thereon for the sole pleasure and use of the occupants, but not for any commercial use or purpose and no more than three (3) pets over the age of six (6) months which stay primarily outside the residence shall be permitted at any time.
16. **Rubbish and Garbage.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers.
17. **Fences and Walls.** No fence or wall shall be erected on a Lot closer to the street right-of-way line than the front of the house. In the case of a corner Lot, no fence or wall shall be erected within the side yard setback adjoining the road right-of-way, except for split rail fences.

The following types of fences or walls shall not be erected on any Lot:

 - A. Chain link or other metal fencing is not permitted, except that 2 inch by 4 inch metal mesh may be used with split rail fencing to contain animals or children.
 - B. Any fence or wall in excess of six (6) feet in height.
 - C. Any fence or wall located within the road right-of-way.
 - D. Dog runs or animal cages.

The location restrictions set forth above shall not pertain to any fencing erected as part of the permanent entryways to *Southbrook*.
18. **Clotheslines, Garbage Cans, Etc.** All garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing as to conceal same from the view of neighboring owners and streets. Clotheslines shall not be used or permitted to be erected or placed on any lot.
19. **Antennas and Satellite Dishes.** No freestanding radio or television transmission or reception towers, antennas, dishes or dices shall be erected on a lot. Only one radio and one television antenna attached to the residence not exceeding five (5) feet in height above the roofline of the residence and only one (1) dish attached to

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- the house not exceeding two (2) feet in diameter not visible from the street in front of the residence shall be permitted.
20. Commercial Vehicles, Buses, etc. No commercial vehicle in excess of one (1) ton capacity or buses, including, but not limited to, school buses, shall be parked within the property shown on the above-described recorded plats. In addition, no boats and trailers or campers shall be parked in front of the residence on any lot, or within the front or side setback of any lot. Only one (1) boat and trailer or one (1) camper may be parked on any lot at any one time. No tagless or junk vehicles shall be parked on the street in front of the residence or on any lot unless in an enclosed garage.
21. Site Lines. No fence, wall, hedge or shrub planting which obstructs site lines shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street property lines extended.
22. Basketball Goals Within Road Right-of-Way. No basketball goal shall be erected or allowed to remain within the right-of-way of any street located within the Property.
23. Sign and Landscape Easement. Developer hereby reserves an easement over portions of Lot 1 and Lot 58 for the future purpose of constructing and maintaining signage and landscaping for the entrance to *Southbrook* Subdivision. The easement is more particularly described in Exhibit B attached hereto. This easement may be assigned to a homeowners' association comprised of owners of lots within *Southbrook*. The Developer shall not have any responsibility of maintenance of the signage and landscaping.
24. Covenants Independent Of One Another. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
25. Limitations. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any land not specifically covered by these restrictions.
26. Jointer of Development Lender. CB Services Corp., Trustee, and Centura Bank, owner and holder, join in the execution of these Restrictive Covenants solely for the purpose of subordinating the lien of the following recorded deed of trust (including any modifications thereof) to these Restrictive Covenants: Deed of Trust from Ridgeline-Waxhaw, LLC, a North Carolina limited liability company to CB Services Corp., Trustee for Centura, dated December 31, 1997, recorded in Book 1044, at page 272, in the Union County Registry in the original principal amount of \$1,020,000.00.

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IN WITNESS WHEREOF, the parties have caused these documents to be executed this ___ day of _____, 1998.

RIDGELINE-WAXHAW, LLC
a North Carolina limited liability company

By: W. Kullback
Ridgeline Development Corporation,
Manager

By: W. Kullback
President

[Corporate Seal]

ATTEST:

[Signature]
Secretary

TRUSTEE:
CB SERVICES CORP.

By: SMI W. S. L.
Vice President

[Corporate Seal]

ATTEST:

[Signature]
Secretary

CENTURA BANK

By: BRUCE FULST
Vice President

[Corporate Seal]

ATTEST:

[Signature]
Secretary

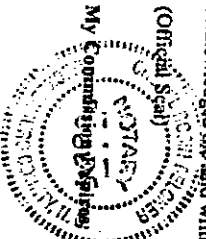
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NORTH CAROLINA

MECKLENBURG COUNTY

This 10th day of November, 1998, personally came before me, Cheryl Robin Belcher, a notary public of the County and State aforesaid, W. Kendall Foster, who, being by me duly sworn, says that he is President of RIDGELINE DEVELOPMENT CORPORATION, manager of Ridgeline-Waxhaw LLC, a North Carolina limited liability company, and that the seal affixed to the foregoing (or annexed) instrument in writing is the corporate seal of RIDGELINE DEVELOPMENT CORPORATION, and that said writing was signed and sealed by him in behalf of said corporation for the partnership by its authority duly given by said corporation and partnership. And the said President, W. Kendall Foster, acknowledged the said writing to be the act and deed of said corporation and partnership.

(Official Seal)



My Commission Expires: 09/17/99

Cheryl Robin Belcher
Cheryl Robin Belcher

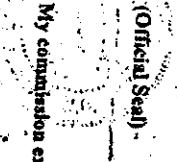
NORTH CAROLINA

MECKLENBURG COUNTY

I, Dora R. Kivela, a notary public of the County and State aforesaid, do hereby certify that Dora Kivela, personally appeared before me this day and stated that (s)he is Ass. Sec'y of CB Services Corp., Trustee for Centura Bank, and acknowledged, on behalf of CB Services Corp., the due execution of the foregoing instrument.

Witness my hand and official seal this the 10th day of Nov., 1998.

(Official Seal)



My commission expires: 9-7-2003

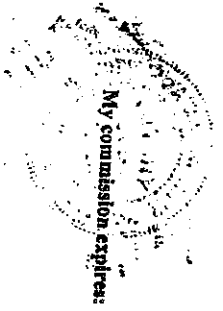
D.R.K.
Notary Public

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NORTH CAROLINA
MECKLENBURG COUNTY

I, John A. Kelly, a notary public of the County and State aforesaid, certify that Cecilia B. Thomas, personally came before me this day and acknowledged that (s)he is Asst. Secretary of Centura Bank, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself/himself as its Asst. Secretary.

Witness my hand and official seal, this 11th day of Nov., 1998.
(Official Seal)



My commission expires: 9-7-2003

John A. Kelly
Notary Public

NORTH CAROLINA - Union County Clayton R. Baker, Spence R. Kirk
The foregoing certificate(s) of _____ Notary Public _____

(see) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1172, Page 184
this 24 day of Nov., 1998 at 8:35 o'clock A. M.
JUDY G. PRICE, REGISTER OF DEEDS
By: Cathy S. Bellin and Deputy

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EXHIBIT 'A'

BEGINNING at the southeastern corner of Ora F. Hasty property, Deed Book 547, Page 34, (N.C. Grid Coordinates, NMD 83, N 434,702.02 feet, E 1,479,237.24 feet) and runs with the line of Henry T. McBride, Jr. property (Deed Book 545, Page 375), South 12-15-43 West 424.74 feet, South 77-50-43 East 341.31 feet, to a point in the western right-of-way line of Curleon Street (unopened); thence with said right-of-way line South 07-50-39 East 417.04 feet to the intersection of said right-of-way line with the northern right-of-way line of Armitfield Street (unopened); thence with the right-of-way line of Armitfield Street South 76-20-11 West 856.78 feet; thence North 29-34-52 West 152.36 feet; thence North 51-30-22 West 131.26 feet; thence South 80-07-20 West 125.34 feet; thence South 06-56-16 East 24.50 feet; thence South 63-40-02 West 503.23 feet crossing Washington Street (unopened at 399.70 feet); thence to a point in the northwestern right-of-way line of Mill Street (unopened); thence with said right-of-way line North 23-02-12 East 1,063.52 feet to a point within the right-of-way of Blythe Hill Road; thence with Ora F. Hasty property North 62-44-50 East 454.45 feet, North 87-16-37 East 682.43 feet to the point of BEGINNING, and containing 30.82 acres, as surveyed by Edward L. Killough, N.C.R.L.S., November 17, 1937.

Title is held as follows:

Daniel S. Davis	35% Undivided Interest
Frances D. Thompson	25% Undivided Interest
Daniel S. Davis, Jr.	5% Undivided Interest
Richard T. Davis	5% Undivided Interest
Mary Jane Collins	5% Undivided Interest

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Exhibit B

Stem and Landscape Easement

Lot 1 - Beginning at the northwest corner of Lot 1 on the southern R/W of Blythe Mill Road, thence with the north property line of Lot 1 N82-44-50E 40.00 ft., thence with a new line across Lot 1 S-03-07-22W 73.97 ft. to a point on the northern R/W of Southcliff Drive, thence with the R/W of Southcliff Drive the following two calls, N32-13-04W 61.59 ft., thence with the arc of a circular curve to the right, said arc having a radius of 22.00 ft. and an arc distance of 17.39 ft., said arc having a chord bearing of N09-34-24W and a chord distance of 16.94 ft. to the point and place of Beginning.

Lot 58 - Beginning at the northern most point of Lot 58 on the southern R/W of Blythe Mill Road, thence with the southern R/W of Southcliff Drive the following two calls, with the arc of a circular curve to the left, said arc having a radius of 22.00 ft. and an arc distance of 19.27 ft., said arc having a chord bearing of S57-18-59E and a chord distance of 18.66 ft., thence S32-13-03E 53.98 ft., thence with a new line across Lot 58 N63-22-56W 62.35 ft. to a point on the western property line of Lot 58, thence with the western property line N22-02-12E 30.00 ft. to the point and place of Beginning.