

See Supplemental
BK 1450 pg 790

DRAWN BY AND MAIL TO:
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RECORDED
AND
INDEXED
VERIFIED

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STATE OF NORTH CAROLINA
COUNTY OF UNION

HOODLEAF SUBDIVISION
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Filed by record
Date 2/15/2000
Time 07:15 o'clock AM
JUV & PRICE, Register of Deeds
Union County, North Carolina

THIS DECLARATION is made on the date hereinafter set forth by **PATIMAR DEVELOPMENT, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina, more particularly described as follows:

All that certain piece, parcel or tract or land, located, lying and being in the County of Union, State of North Carolina, as shown on that certain plat entitled **HOODLEAF SUBDIVISION**, recorded in the Union County Registry in Plat Cabinet F at File 916 and 917 and

WHEREAS, Declarant intends to develop the property described above to be known as **HOODLEAF SUBDIVISION**, consisting of a planned residential community of detached single-family residences, however, this property is not a planned community as defined in the North Carolina Planned Community Act NCCGS §47E-10(23) and therefore is not subject to the provisions of the North Carolina Planned Community Act;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, affirmative obligations and conditions, all of which are for the purpose of protecting the value, desirability and attractiveness of the property described above, and which shall run with the real property and be binding upon all persons having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, whether or not the instrument of conveyance specifically references this Declaration, or by exercise of a right of foreclosure of a deed of trust given by Declarant or any owner, or a deed in lieu thereof. Any such person or entity shall be entitled to exercise all rights and powers conferred by this Declaration.

ARTICLE I

DEFINITIONS

Section 1. "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties together with the improvements thereon, with the exception of road right-of-ways and easements.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties.

Section 3. "Property" or "Properties" shall mean and refer to that all of the real property hereinabove described.

Section 4. "Declarant" shall mean and refer to **PATIMAR DEVELOPMENT, LLC**, or any person or entity who succeeds to the title of Declarant.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Purpose. To assure the integration of all development with its surrounding environment, the Declarant is filing these covenants regarding all proposed improvements, including but not limited to: residences, garages, outbuildings, sidewalks, driveways, parking lots, patios, courts, swimming pools, tennis courts, greenhouses, awnings, walls, fences, exterior lighting, any exterior addition, modification or remodeling, or change or alteration to existing structures, including, without limitation, the painting or staining of any exterior surface.

Section 2. Enforcement. Any Owner, including the Declarant, shall have the power to enforce these covenants and architectural guidelines through the imposition of a legal action against any other Owner who has acted in contravention to this Declaration.

ARTICLE III

EXTERIOR MAINTENANCE

Section 1. Individual Units. Each Owner shall be responsible for providing the exterior maintenance to the improvements of his or her Lot sufficient to prevent the appearance thereof from becoming unsightly, including, but not limited to, the following: staining and painting the exterior of the residence; repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, glass surfaces, doors and other exterior improvements.

ARTICLE IV

USE RESTRICTIONS

Section 1. Use of Property. The Properties shall be for the following uses and subject to the following restrictions in addition to those set forth elsewhere herein:

- (a) No Owner shall do or keep anything, or cause or allow anything to be done or kept, in his residence which will result in the cancellation of insurance on any portion of the Properties, or any contents thereof, or which will be in violation of any law, ordinance or regulation.
- (b) No immoral, improper, offensive or unlawful use shall be made of the Properties, or any part thereof, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.
- (c) Any consequence or attention to the natural grade of any Lot shall be the responsibility of the Owner of such Lot; said Owner shall also be responsible for channeling any surface water in accordance with the approved grading plan for the Properties.
- (d) No animal, livestock or poultry of any kind shall be maintained on any Lot or in any dwelling, except that not more than three (3) household pets (including not more than two dogs) may be kept or maintained, provided that they are not kept for commercial purposes and, provided further, that they not constitute a nuisance or cause an unsanitary condition.
- (e) No drying or airing of any clothing or bedding shall be permitted outdoors upon any Lot.
- (f) No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers and vans (not to include passenger vans) or vehicles on blocks shall be kept, stored or parked overnight either on any street or upon any Lot, except within enclosed garages. In addition, no vehicle of any kind may be kept, stored or parked upon any non-paved area of a Lot. Notwithstanding the foregoing, passenger automobiles may be parked in

- driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed or applied to prevent the temporary non-recurring parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot.
- (g) No structure of a temporary nature, except as provided in Article VI, the Architectural Guidelines, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this section shall not be construed to prevent Declarant, and those engaged in construction, from using sheds or other temporary structures during construction.
- (k) All rubbish, garbage and trash shall be kept in closed cans, or other suitable containers, which shall be kept and placed in such manner as to be out of sight from the street and adjoining houses. The Lots shall be kept free from accumulations of rubbish, garbage and trash at all times.
- (l) No gym sets, sandboxes or other outdoor recreational equipment shall be installed or used upon the property except in the back yard area.

ARTICLE V

EASEMENTS

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies, and public agencies for the benefit of the community. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of water flow or of drainage channels in the easements, or which obstruct or retard such flow.

Section 2. Encroachment. Every Lot shall be subject to an easement for entry and encroachment by Declarant for a period not to exceed twenty-four (24) months following conveyance of said Lot to its original residential owner for the purpose of correcting any problems that may arise regarding grading and drainage. Declarant, upon making entry for such purpose, shall restore the affected Lots to as near the original condition as practicable.

Section 3. Utility Easements. Declarant specifically reserves the right to grant easements for local service over any Lot or Lots for the installation and maintenance of utilities and cable television to providers of such service.

ARTICLE VI

ARCHITECTURAL REQUIREMENTS

Section 1. Maximum Height. The maximum height for any residential improvement is two (2) stories above the ground.

Section 2. Minimum Size. The following minimum, square footage requirements are calculated using only the enclosed heated area, and do not include porches, attached or detached garages, carports, and unheated storage areas, decks or patios as follows:

- (a) **One Story Dwellings.** Any one (1) story dwelling shall contain not less than 1200 square feet.
- (b) **One and a half or Two Story Dwellings.** Any one and a half (1 ½) story, or two (2) story dwelling shall contain not less than 1400 square feet.

Section 3. Building Setbacks and Location. The buildable area of each Lot is determined by easements and setbacks shown on the subdivision plats as recorded in the Union County

Registry. All buildings and permanent structures on the Lot, and any recreational improvements shall be located within the area enclosed by the said setbacks. Any infringement upon the setback lines not in excess of ten percent (10%) thereof shall not be construed as a violation of these requirements. For the purpose of determining compliance with the setback requirements, open porches, eaves, and steps extending beyond the outside wall of the structure shall not be considered part of the structure; provided, however, that nothing set forth herein shall be construed to authorize or permit any encroachment upon another Lot or any easements or rights-of-way affecting any Lot.

Section 4. Subdivision. No Lot may be subdivided except in accordance with the subdivision ordinances of Union County, North Carolina; provided, however, the location of the lot lines as shown on the recorded plat of the subdivision may be changed by the mutual agreement of the owners of the affected lots by written amendment duly recorded to give record notice of such amendment.

Section 5. Construction. The construction, modification or alteration of any dwelling or other structure shall be completed within twelve (12) months from the start of either the issuance of a building permit by the proper governmental authority, or the commencement of construction. No building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purpose of completing the approved project, and for a period no longer than is reasonably necessary to complete said project.

Section 6. Foundations. Permitted foundations shall be masonry block or masonry grade. Concrete block foundation can remain exposed, but must be paved or finished with a brick veneer or similar covering. Any crawl space must have a minimum of a two foot (2') in height.

Section 7. Exterior Materials. Permitted exterior materials include metal, stucco, masonry, cedar shake, vinyl or wood. Siding materials not permitted include metal, asbestos or exposed decorative plywood. No vinyl or wood siding may be run vertically or at a diagonal.

Section 8. Doors and Windows. Window and door frames may have annealed aluminum, vinyl, or painted or stained wood finishes. Natural color aluminum or other metal finishes are not allowed. Windows should generally be the same type and style around the house. Exterior mirror windows are not permitted.

Section 9. Roofs. Permitted roofing materials include wood shingles, wood shakes, natural or man-made slate, tile, or twenty-year fiberglass shingles in variegated (not solid) colors. The roof pitch must be at least "seven over twelve" (7/12). Flat roofs which equate more than 25% of the total roof area, A-frame roofs, dome roofs, "butterfly" roofs, or "shed" roofs are not permitted.

Section 10. Chimneys. Chimneys should be made of brick, stone, stucco, or the same material as covering the home. Exposed metal flues are not permitted. Direct-venting fireplaces are permitted.

Section 11. Antennae. No television antenna, satellite dish, radio receiver, or other similar device shall be attached to, or installed adjoining the exterior portion of any home, or any other structure located on any Lot within the community. There is specific, limited exception for satellite receivers not exceeding 18" in diameter which are not visible from the street.

Section 12. Utility Services. All utilities serving the Lot, including, without limitation, water, sewer, gas, electricity, phone and cable, shall be provided by underground service lines; provided, however, this restriction shall not be construed to prohibit the installation of one or more central utility service relay towers in the event such is deemed necessary.

Section 13. Wells. No water wells shall be sunk or drilled on any Lot.

Section 14. Basketball Goals and Mailboxes. Basketball goals shall be permitted so long as they are within the setback lines of the Lot. All mailboxes and newspaper boxes (including supporting posts) shall be of standard color, size and design as initially approved by the Declarant.

Section 15. Outbuildings and Other Structures. No trailer, shed, tent, garage, carport or similar structure shall be used as a residence. No structures of metal construction shall be allowed. No detached structure exceeding ten feet (10') in height, or having a square footage of more than one hundred square feet (100') shall be allowed. All structures must be located in the rear of the residence and shall be painted the same color and made of the same materials as the residence.

Section 16. Pools. Below-ground swimming pools and jacuzzi's are permitted so long as they are built in the rear of the residence and are located within the setback lines. No exposed above-ground swimming pools are allowed.

Section 17. Decks and Porches. Decks and porches must meet building code requirements. The space below deck should be screened with lattice, shrubbery or other means.

Section 18. Parking and Driveways. A minimum of two off-street parking spaces must be provided for each residence. Driveways must be paved and shall be constructed of brick, concrete, or asphalt. Parking on the street, in yards, or on unpaved areas is strictly prohibited.

Section 19. Vehicles. No house trailer, camper, boat, boat trailer, or any other such vehicle, trailer or vessel shall be permitted to be stored on any Lot, unless it is concealed from the view of adjoining Lots. Commercial vehicles shall not be parked at the Lot unless they are in the garage.

Section 20. Service Areas. All service areas containing HVAC units, propane tanks, garbage containers, wood piles, or any equipment stored outside the home may not be located within any front yard or side yard facing a street, and must be appropriately screened by landscaping or approved fencing. Incinerators for garbage, trash or other refuse shall not be used, erected, or placed on any Lot.

Section 21. Grading, Erosion and Sedimentation Control. During any clearing, grading, and construction activities on a Lot, all run-off, erosion, and sediment beyond that which occurs in the natural, undisturbed condition of the Lot must be contained.

Section 22. Landscaping and Maintenance. Owners shall maintain their home, structures, yard, trees, shrubs, and other plants in an orderly condition. Any damage or casualty shall be promptly repaired. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of property or things that will cause the Lot to appear in an unclean or untidy condition or will cause any noise that will or might disturb the peace and quiet enjoyment of the other Lots. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of these materials for pick-up by governmental or similar garbage and trash removal services.

Section 23. Exterior Lighting. Exterior lighting must not result in excessive glare, and must not interfere with the privacy of nearby homes. Directional lights (such as flood or spot lights) shall be aimed in such a way that no light from them shines on adjacent homes. Non-directional lights shall have enclosures.

Section 24. Fences and Walls. No fence or wall shall be erected, placed or maintained on any Lot nearer to any street fronting such Lot than the building corner of the residence constructed on such Lot. Fences and walls shall not exceed six feet (6') in height. Chain link fences are strictly prohibited, except that two-inch by four-inch (2" X 4") mesh may be used with split rail fencing.

Section 25. Signs. No sign, billboard or placard of any kind, or for any purpose shall be placed, erected, maintained or permitted to remain on any residence, Lot, or vehicle located on the Lot. An exception to this prohibition is for a single "For Sale" sign which shall not be larger than three feet by two feet (3' X 2') which shall refer only to the Lot on which it is displayed.

Section 26. **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, pastured, or confined on any Lot, except for household pets which may be kept therein in reasonable numbers for the sole pleasure and use of the Owner. Any confinement system including, but not limited to, dog pens and dog houses shall be in full compliance with these requirements, insofar as design, materials of construction and location of improvements are concerned.

ARTICLE VII

GENERAL PROVISIONS

Section 1. **Application.** All Owners, employees of an Owner, and tenants or any other persons who may, in any manner, use the Properties or any portions thereof shall be subject to the provisions of these and all other duly adopted and filed supplemental restrictive covenants pertaining to Woodlief Subdivision, as they may control any Lot in question or the use thereof.

Section 2. **Enforcement.** The Declarant and any Owner shall be entitled to take any act necessary for the enforcement of these provisions from and after the recording hereof.

Section 3. **Amendments.** Notwithstanding any other provision contained herein to the contrary, if any amendment is necessary in the judgment of the Declarant or their successor-in-interest to cure any ambiguity or to correct or supplement any provisions herein that are defective, missing, or inconsistent with any other provisions hereof, or if an amendment is deemed necessary to conform this document to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration or any secondary mortgage market lender, guarantor or insurer with respect to single family projects, then at any time, and from time to time, the Declarant or their successor-in-interest may effect an appropriate corrective amendment without the approval of the Owners or any holder of any lien upon any part of the Properties, upon receipt by the Declarant or their successor-in-interest of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Declaration. Each amendment of this type shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption by the Declarant, which instrument has been executed and duly acknowledged by one or more duly authorized the Declarant's, or their successor-in-interest's, representatives.

Section 4. **Lease - Residence.** No residence shall be leased for transient or hotel purposes, nor shall a residence be leased for less than thirty (30) day periods, nor may any Owner lease less than his entire residence. Any lease must be in writing and provide that the terms of the lease and occupancy of the dwelling shall be subject in all respects to the provisions of this Declaration, and that any failure by any lessee to comply with the terms of such documents shall constitute a default of such lease.


Section 5. **Severability.** In the event any provision of this Declaration is determined by a Court of competent jurisdiction to be void or unenforceable, such determination shall in no manner diminish the validity of all other provisions hereof.

Section 6. **Non-Waiver.** The failure by the Declarant, or any other person or entity, to enforce any provision hereof at any time shall not be deemed a waiver of the right to enforce said provision at any other time.

BK 1356PG063

In Witness Whereof, the undersigned **PATMAR DEVELOPMENT, LLC** has caused this instrument to be executed as of the 10th day of February, 2000.

DECLARANT:
PATMAR DEVELOPMENT, LLC

By:  (Seal)
Mikhail Grinshcheyn, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Peter N. Carline, Notary Public of the County and State aforesaid, certify that Mikhail Grinshcheyn personally came before me this day and acknowledged that they are the Member/Manager of **PATMAR DEVELOPMENT, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by them as its Member/Manager.

Witness my hand and official seal, this the 10th day of February, 2000.

 (Seal)
Notary Public

My Commission Expires: December 9, 2002



NORTH CAROLINA - UNION COUNTY
The foregoing certificate of
Peter N. Carline
Notary Public
is hereby certified
to be correct. Filed for record this 10th day
of FEB. 2000 at CLINTON.
JUDY S. PRICE, REGISTER OF DEEDS
BY LEONORA LUCCO
Notary

PK 1450P8790

Drawn By and Noted To
Michael Kemp a Carolina, PLLC
Peter N. Carlino
6743 Fairview Road, Suite A
Charlotte, North Carolina 28210

Filed for Record
Date 10/26/2000
Time 0:55:30 JGK
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

00:55:30
2000

STATE OF NORTH CAROLINA
COUNTY OF UNION

) WOODLEAF SUBDIVISION
) SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTARY DECLARATION is made and entered into this 8th day of September, 2000, by PATMAR DEVELOPMENT, LLC, a North Carolina limited liability company (hereinafter "Declarant"), for itself, its heirs, successors, grantees and assigns.

WITNESSETH:

WHEREAS, Declarant has developed WOODLEAF SUBDIVISION, and has recorded the Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") in the Union County Public Registry in Book 1356 at Page 57; and

WHEREAS, the Declaration provides in Article VII, Section 3 thereof that by Supplementary Declaration the aforesaid Declaration can be amended by the Declarant; and

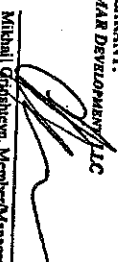
NOW, THEREFORE, Article VI, Section 2(a) is amended to read as follows:

(b) One Story Dwellings. Any one (1) story dwelling shall contain not less than 1000 square feet.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed as of the day and year first above written.

DECLARANT:
PATMAR DEVELOPMENT, LLC

RECORDED
AND
VERIFIED
JT


By:  (SEAL)
Michael Goshenry, Member/Manager

By:  (SEAL)
Frank Desimore, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Peter N. Carlino, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Goshenry and Frank Desimore the Member/Managers of PATMAR DEVELOPMENT, LLC, personally appeared before me this day and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 8th day of September, 2000.


Peter N. Carlino
Notary Public

My Commission Expires: December 9, 2002



NORTH CAROLINA - UNION COUNTY
The foregoing certificate is
of Peter N. Carlino
Notary Public
to be correct. Filed for Record this 10/26 day
of Oct, 2000 before me by
JUDY G. PRICE, REGISTER OF DEEDS
BY: MARINA D. COZZO
Notary