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1991 PAGE

STATE OF NORTH CAROLINA

COUNTY OF WECHELLENBURG

REVOCATION OF RESTRICTIONS AND DECLARATION OF RESTRICTIONS

316

THIS REVOCATION OF RESTRICTIONS AND DECLARATION OF RESTRICTIONS is made this 5th day of April, 1988, by and between ROBERTS DEVELOPMENT AND CONSTRUCTION, INC., a North Carolina corporation, (hereinafter "Developer"), and PUBLIC HOME CORPORATION, a Michigan corporation, and any and all persons, firms, or corporations subsequently acquiring any of the property hereinafter described.

WITNESSETH:

WHEREAS, Developer is developing a certain residential subdivision known as AMERICY, a portion of which is shown on a plat thereof recorded in Map Book 27, at Page 148, of the Wecklenburg County, North Carolina, Public Registry (hereinafter "Development"); and

WHEREAS, Developer heretofore restricted the use and occupancy of the lots in accordance with a general plan of development as hereinafter set forth for the protection of the lots and the future owners thereof by Declaration of Restrictions recorded in Book 5659, page 101 of the Wecklenburg Public Registry; and

WHEREAS, Developer and Public being the owners of all the real property subject to the aforesaid Declaration of Restrictions do desire to revoke the same and substitute therefor the covenants, conditions and restrictions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, Developer and Public for themselves, their successors and assigns, hereby agree with any and all persons, firms or corporations acquiring any lots in the Development that they do hereby revoke the Declaration of Restrictions recorded in Book 5659, page 101 of the Wecklenburg Public Registry and in lieu thereof do hereby subject said property to the following restrictions, conditions and covenants relating to the use and occupancy thereof:

1. Land Use and Building Type. All lots in the Development shall be known and described as residential lots and shall be used for residential purposes only. No structures shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height with an attached garage for not more than three (3) cars and other accessory buildings and structures incidental to the residential use of the lots. No exposed concrete or concrete block, including foundations, will be allowed on a completed building. All foundations shall be brick to grade.

The following are expressly prohibited:

- (a) Chain link or wire fences;
- (b) Vinyl or aluminum siding;
- (c) Satellite dishes;
- (d) Antennas or other equipment for receiving or sending sound or video messages except with the written permission of the Developer or an Association of Homeowners of AMERICY as provided for in Paragraph 8.
- (e) Parking or storing of boats, marine craft, hovercraft, aircraft, recreational vehicle, pickup campers, travel trailers, motor home, camper body or similar vehicle or equipment in the driveway or front yard of any dwelling or on any public street in the Development, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view.
- (f) Overnight parking of trucks with tonnage in excess of one ton within the Development.
- (g) Heating or air-conditioning apparatus installed on

RECORDED IN BOOK 5659 PAGE 101 OF THE WECHELENBURG PUBLIC REGISTRY

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> 12.00
0454 12.00

DRAWN BY AND MAILED TO
PARHAM, HELMS & KELLAM
1229 EAST MOREHEAD
CHARLOTTE, NC 28204
CA

the ground in front of a residence. (No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.)

(h) The drying of clothes where they may be visible from any Development street.

2. Garage Required. Each residence shall have a private attached garage suitable for parking not less than two (2) or more than three (3) standard automobiles, which garage conforms in design and materials with the main structure. Front-opening garages shall not remain open for extended periods during daylight or nighttime hours.

3. Building Setback Lines. No building shall be erected on any lot nearer to any front street right-of-way or side street right-of-way line than the building setback lines shown on the recorded plat. No building shall be located nearer than nine (9) feet to an interior side lot line. For purposes of determining compliance or non-compliance with the foregoing building line requirements-porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as part of the structure; provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other lot. Provided, however, that any violation of this Section 3 for which a variance from the Town of Matthews is obtained shall not be deemed to be a violation hereof.

4. Fences and Walls. No chain link or wire fence shall be erected on any lot, and no fence or wall shall be erected which: (1) exceeds six feet in height, (2) is closer to any street on which a residence fronts than the rear of the principal part of the residence as determined by the Architectural Control Committee, (3) is closer to any street along the side of a residence than the side street setback line shown on the recorded plat. No fence or wall may be erected whatsoever except in accordance with the Architectural Control provisions set out in Section 8 hereof. Each lot Owner is responsible for the proper repair and maintenance of fencing on his lot.

5. Lot Area. No residential structure shall be erected or placed on any lot having an area less than 12,000 square feet.

6. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot 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.

7. Dwelling S'rs. The heated living area of any dwelling constructed on any lot, exclusive of garages and porches, shall not be less than 1300 square feet for a one-level residence, nor less than 1498 square feet for multi-level residences.

8. Architectural Control. Prior to any construction taking place, the plans for each house must be submitted in writing for architectural approval pursuant to this Section. After the initial construction of the main dwelling has been completed, no garage, carport, room, fence, building, utility shed or similar structure customarily incident to the residential use of the lots adjacent to these restrictions, whether attached or detached from the main dwelling, shall be erected, placed, altered, or permitted to remain on any lot, nor shall any walks, drives, trees, brick, or block be modified in color, unless the design, plans, and location of the same shall have been approved in writing by the Developer. If the Developer fails to approve or disapprove such design, plans, and location within two weeks after receipt of written plans and specifications, then further approval will not be required but will be deemed to have been waived. Developer may assign this approval authority by written instrument to an association of home owners of ANNEX C.

9. Nuisances. No noxious, offensive, or illegal activity shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the development. No lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor

shall any substance, thing, or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. 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. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. No animals or poultry of any kind other than dogs, cats, or other household pets shall be kept or maintained on any lot. The provisions of this paragraph shall not apply to lots upon which houses are under construction.

10. Essentials. Requirements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of each lot in the Development. Within these easements, no structures, planting, 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 flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot except in cases where a public authority or utility company is responsible for such maintenance.

11. Driveways. All driveways must be constructed of concrete.

12. Mail Boxes. All mail boxes or receptacles shall be uniform with the design approved by Developer.

13. Enforcement. Enforcement of this Declaration of Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

14. Severability. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions set forth herein which shall remain in full force and effect.

15. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to January 1, 2012 by an instrument signed by the owners of not less than ninety (90%) percent of the lots and by the Developer, so long as the Developer still owns any lots, and thereafter by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded.

IN WITNESS WHEREOF, Developer and Pulite have duly executed this Declaration of Restrictions and Declaration of Restrictions, the day and year first above written.

WITNESSES:
[Signature]
Secretary
(Corporate Seal)

ROBERTS DEVELOPMENT AND CONSTRUCTION, INC.
By: *[Signature]*
President

PULITE HOMES CORPORATION
By: *[Signature]*
Attorney-in-Fact

