6302 BOOK PAGE 0550

DECLARATION OF COVERANTS,

PHESCHILD FOR

90 JUN 85 MW 9: 52

CAMBRIDGS

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE) i i regime

Av of Allia. 1990 by and between SQUIRES HOMES, INC., a Georgia corporation having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), and any and a persona, firms or corporations hereafter acquiring any of the within described

ITNESSET H:

WHEREAS, Declarant is the owner of the real property shown on maps of CAMBRIDGE (Kirkley Clen at Cambridge), which maps are recorded in Map Book 23, at Page 792, in the Mecklenburg County Public Registry, which property is more particularly described in Section 1 of Article I hereof, and desires to create thereon an exclusive residential community to be named CAMBRIDGE; and

PHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and to this end desire to subject the real property made thereto to the covenants, conditions, restrictions as may hereafter be set forth, each and all of which is and are for the benefit of said property an each owner thereof; and f said property and hereafter be wents hereafter

WIFREAS, Declarant wilt incorporate under North Carolina law a homeowners association for Cambridge (hereinafter "Homeowners Association") as a

charges, and liens set forth in t property and he hinding on all pa said real manners. Conditions, and Reatrictions, de aforesaid maps of CAMBRIDGE, is and occupied subject to the cove NO. property, or any part inure to the benefit THEREFORE, Declarant, by this Declaration of Govenants, ions, does declare that all of the property shown on took, is and shall be held, transferred, sold, conveyed n this Declaration, which sha parties owning any right, ti t thereof, their heirs, succe of each owner thereof. with the real rinterest in shown on the angigns,

ARTICLE 1

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The property which is hereby made subject to this Declaration, is more particularly described as follows:

Being all of the property shown on the maps of KIRKIRY GLEN st CAMBRINGE, recorded in Map Book 23 at Page 791 and Map Book 23 at Page 792 and Map Book 23 at Page 792 of the Mecklenburg County Public

Only the real property shown on the aforesaid recorded mep CAMBRIDGE is hereby made subject to this Declaration. of KIRKLEY CLEN 12, 00 12, 00 12, 00

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DRAWR BY AND ITAILED FO PARHAM, HELMS & KELLAM 1329 EAST MOREHEAD CHARLOTTE, NC 28:00

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ARTICLE 1

ARCHITECTURAL CONTROL

nature, kind, shape, heights, materials and locations showing the submitted to and approved in writing as a harmony of external design and location of the same shall have been location in relation to surrounding atructures and topography by the Board of committee composed of tiree (3) or more representatives appointed by the Board of committee composed of tiree (3) or more representatives appointed by the Board of finapprove such design and location within thirty (3) days after said plans and this article will be demand to have heen fully complied with. The Homeowners arplication shall have the right to charge a reasonable fee for receiving such nor the architectural control committee shall approve any alterations, affect or appearance of any lot or the Common Area. Provided that nothing of the Properties by the Poplarance. safety or appearantement of the Properties therein he made, including the erection of placement of reflective or other material therein be made, No building other material in the winde until the plans and specifi antenna addition to ohail be cations showing the of the same shall have been merials, symings, the was of a Homeowners Unit or ppointed by the Board. change said plans and or alteration waintained e l'opment

ARTICLE III

USE RESTRICTIONS

to remain on any residential building plot other than a single-family dwelling, not re-exceed two and one-half (21/2) stories in height and a private garage for customarily incidental to use of the plot, Section i. Land Use. All esidential locs. No structure All lots in the tract shall be known cture shall be crected, altered, place

Section 2. Building Lines. No building shall be located nearer to the front or ride lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to env front, side or rear setback line as required by the Mecklenburg County Toning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the ainimum hyilding line requirements set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential atructure shall be erected or placed having a finished ground area of less than 1,000 square feet.

Unintentional violations not exceeding two percent (22) of the winimum square footage requirements herein set forth shall not be considered a violation of this Section.

representative. Prailers, sales construction. Section 5. Temporary Structures. No atructure of a temporary nature shall a created or allowed to remain on any Lot unless and until permission for the same has been granted by the llowcowners Association, or its designated agent or epresentative. This Section shall not be applicable to temporary construction

Manner except a s shell be approved or The Common Area shall not be used in any specifically parmitted by the Homeowners

6302 0552

(includ-ing paties) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Menday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times sforementioned. shall be permitted outdoors on stored out of sight bedd ing

Section 8. Regulations. Resonable regulations governing the use of the formon Area may be made and quended from time to time by the Board of Directors of the Homeowners Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be are furnished to each Member by the Homeowners Association upon request.

Section 9. Nuisances. No noxious or offensive carried on upon any lot nor shall anything be done the second an annoyance or nuisance to the neighborhood. done thereof trade or activity shall be f which may be or be or

Section 10. Temporary Residences. No trailer, basement, parage, harn, or other outbuilding erected on the tract shall used as a residence temporarily or permanently, nor shall an temporary character be used as a residence. tent, shack, be at any time structure of a

Section 11. Setellite Dish Antennas. No satellite dish erected, installed, or in any way placed on any lot. antenna shall be

Section 12. Harmony of Structures. No structure moved onto any lot unless it shall conform to and be attuctures in the tract. shall be constructed or in harmony with existing

Section 13. Easements. A perpetent of each lot for utility inarall recorded map. A perpetual easement feet of each lot for public storm di A perpetual easement is reserved over y installment and maintenance and/or easement is reserved over the side 5 the rear 10 and rear 9 =

Section 14. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square fool one sign of not more than five square feet, advertising the property for sale rent: or signs used by a builder to advertise the property during the advertising the property for sale 9

Section 15. Animala. No animals, livestock or poultry of any kind shall be raised, bred or kept an any lot, except that dogs, cats or other household peta commercial purpose.

Section 16. Trash Disposal. No lot shall be used or maintained as a dumping pround for rubbish, trash, garbage or waste, and same shall not be kept except in senitary containers. All incinerators or other equipment for the atorage or disposal of such material shall be kept in a clean and samitary condition. duaping ò

Section 17. Fences. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot closer to any atreet line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article VI hereof.

Section 18. Sight Line Limitations. No fence, wall, hedge or shrub plans which obstructs sight lines at elevations between 2 and 6 feet above the troadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the atrect property lines and a line connecting the at points 25 feet from the interacction of the street lines, or in the case of the street property lines are connected than the interacction of the street property lines are connected to the street property lines. ros the intersection ounded property corner; from the intersection of the a xtended. The same wight-line limitations shall apply, ros the intersection of a street property line with the liev provement. No tree shall be permitted to remain w wall, hedge or shrub planting 2 and 6 feet above the cting them nerght

ARTICLE IV

CENERAL PROVISIONS

reatrictions, conditions, covenants, declarations, reservenesses now or hereafter imposed by the provisions of the by any famer to enforce any covenant or restriction here event be deemed a waiver of the right to do so thereafter Section 1. Enforcement. Any Owner, as defined in shall have the right to enforce, by any proceeding at Owner, as defined in the n the maid Declaration, law or in equity, all liens, and on. Pailure shall in no

Section 2. Section 2. Severability. Invalidation of any one of these covenants or estrictions by judgment or court order shall in no wise affect any other rowisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein before to January 1, 2015 by an instrument signed by the Owners of not less that inety (90%) percent of the Lots and by the Declaration may be amend till owns any lots, and thereafter by an instrument signed by the Owners of stee Declarations as the Declarations as the Declarations and the reafter by an instrument signed by the Owners of a less than seventy-five (75%) percent of the Lots. Any smendment must be he Declarant Owners of not be amended less than

Section 4. FMA/VA Approval. In the event the Declarant has arranged for d provided purchasers of Lots with FMA/VA insured mortgage losms, then as long neclarant is vested with ritle to two or more undeveloped lots subject to the Declaration, assendment of this Declaration will require the prior approval the Pederal Housing Administration or the Veterans Administration.

caused this Declarati undersigned, SOUTRES ROMES, Inc., be executed by ita MCC Presiden corporate seal to be hereunto aff effixed, the day Peclarant has ent, attented by its

SOUTRES HOMES, INC.

.

(CORPORATE SEAL)

Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

the foregoing instrument writing was signed and a surhority duly given; an This o') day knowledged the f said company; said that he

PX Commission Expires:

(wht33/adc-kirkl)

ė

800 K PAGE 6302 0554

State of North Cambran, County of Meckenberg.

The foregoing Centilements of Nid Ham H. Trotter, Jr.

Votasyles) Public is are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the list page heyoff

Y Deputy - Register of Deeds

1200

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR A PORTION OF KIRKLEY GLEN AT CAMBRIDGE

this the of EASTWOOD CONSTRUCTION CO., 3 AMENDMENT TO DE day of March to as "Declarant"; and TO DECLARATION OF COVENANTS, INC. JOSEPH L. 1991, by SQUIRES HOMES, CONDITIONS AND RESTRICTIONS STEWART and wife, ING.

WITNESSETH:

Cambridge, recorded in Book 6302 at Page Registry; and WHEREAS, Conditions Declarant heretofore and Restrictions for caused to be filed the Declaration of 550 of the Mecklenburg County Public portion of Kirkley Glen

Restrictions accordance with Article provisions of Construction Co., lots subject WHEREAS, Declarant, for the aforesaid 台 Inc., portion being IV Section of Kirkley Glen at Cambridge, pursuant to and in aforesaid Declaration, desire to amend Declaration of Covenants, Conditions and Joseph L. the owners of not 3, thereof; Stewart and less than ninety Stewart and Eastwood percent certain (206)

6302 at Page certain EASTWOOD Declaration of Covenants, CONSTRUCTION CO., NOW 550 THEREFORE, Declarant, å: follows; INC., pursuant to pursuant to the premises, do Conditions and Restrictions Joseph ŗ. Stewart and Myra recorded in Book hereby amend 3 Stewart

By adding þ new sentence at the end of Article **A**

• • • The Homeowners Association referred to in this Article is Cambridge Homeowners Association, Inc.

remain unchanged Restrictions recorded in Book 6422 Covenants, Conditions heretofore amended by Conditions, other respects, the provisions contained in the Declaration itions and Restrictions recorded in Book 6302 at Page 550, as and Restrictions full force and effect. at Page 505, Declaration of Covenants, Conditions, recorded in Book 6441 and Amendment Page 373, shall Declaration of and

STEWART, IN WITNESS WHEREOF, Š have virtue hereunto the provisions of Article I, Section 4, of the aforesaid

DRAWN BY AND MAILED TO
1329 EAST MOREHEAD
CHARLOTT NO CLUDA

(* 06493 PG: 0094/0097 #:0280 10.00 Eistenbarken of Opportunity of Deep Hex. O.

Section 3, thereof by has caused day and year first above Amendment to be duly authorized executed pursuant officers and their written. ä corporate Article IV, **8621**8

STATE OF NORTH CAROLINA EASTWOOD CONSTRUCTION CO., INC. SQUIRES HOMES (TVES) (SEAL)

COUNTY OF MECKLENBURG

appeared before I, a l hereby certify instrument. a Notary Public in and for me this day and duly acknowledged the execution y Public in and for said County and State aforesaid, do JOSEPH L. STEWART and wife, MYRA M. STEWART personally this day and duly acknowledged the execution of the ford the foregoing

1991 "WITNESS my hand and Notarial seal, this DY day of

OTARIAL SEALY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This Wa

instrument President signed and TRES HOMES f of said that the

corporation.

NORTH CAROLINA

COUNTY OF MECKLENBURG

day of

Joseph L. Stewart
President of EASTWOOD This 25 th

company; affixed to the paged that a foregoing instrument and the sealed and that

corporation.

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of

Civil

Civil

Notary(tes) Public is fare certified to be correct. This instrument and this certificate the first page hereof.

ANNE A. POWERS, REGISTER OF DEEDS

By

Deputy - Register of Deeds

Ser. 1. 18. 1. 19. 19.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DRAWN BY AND MAN, TO, FARNAM HELMS & KELLAM

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE)

THIS Declaration of Governants, Conditions and Restrictions is made this foots day of August 1991 by and between SQUIRES HOMES, INC., a Goorsia corporation having a principal place of business in said Macklenburg County, North Carolins (hereinatter referred to as "Declarant"), and any and all persons, firms or corporations bereafter acquiring any of the within described

E T I N E S S

WHEREAS, Declarant is the owner of the real property shown on maps of at Page 317 in the Mecklenburg County Public maps are recorded in Map Book 24, particularly described in Section 1 of Article 1 hereof, and desires to create thereon an exclusive residential community. an exclusive residential community to be named CAMBRIDGE; to create Book 24,

to preserve, protect, and enhance the values and amenities of all properties, within the subdivision; and enhance the values and amenities of all properties shown upon the aforesaid maps, together with such additions as may hereafter be set forth, each and all of which is and are for the benefit of said property and each owner thereof; and subdivision and WHEREAS, Declarant desires to insure the attractiveness of the of said property

NOW, THEREYORE, Declarant, by this Declaration of Covenants, and Restrictions, does declare that all of the property shown on the afteressaid maps of CAMBRIDGE, is and shall be held, transferred, sold, conveyed enhanced and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

particularly The property which rly described as E follows: is hareby made subject to this Declaration,

Deing all of the property shown on the maps of KIRKLEY GLEN at CAMBRIDGE, recorded in Map Book 24 at Page 317 of the Mecklenburg County Public Registry,

Only the real property a shown on the aforesaid recorded map of KIRKLEY GUEN

ARCHITECTURAL CONTROL

No building, fence, well or other structure shall be commenced or maintained there in be made, including the erection of antennas, acrials, awnings, the other exterior of reliactive or other material in the windows of allomeowners unit or endings, the other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the name shall have been location in relation to surrounding structures and topography by the by an appointed by the Declarant or by the Board of three (3) or more representatives and appointed by the Declarant or by the Board of Directors of Cambridge Homeowners

approve any alterations, decorations or modifications whi impair the soundness, safety or appearance of any Lot or Provided that norhing herein contained shall be construed with the development of the Properties by the Declarant is general plan of development. In the event said cosmittee, idias to the countries within thirty (3) days after said plans and specification. I be deemed submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall amount not to exceed \$25.00. The Architectural Control Committee shall not amount not to exceed \$25.00. The Architectural Control Committee shall not alterations, decorations or modifications which would jeopardize or modifications which would jeopardize or interferences.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use. All Lots in the tract shall be known and de residential lots. No structure shall be crected, altered, placed or plot remain on any residential building plot other than a single-family not to exceed two and one-half (21/2) stories in height and a private cach unit for not more than two (2) cars and other accessory structure to use of the plot. r permitted as y dwelling, Earage for

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded it such lines are shown. In any event, no building shall be placed nearer any front, side or rear setback line as required by the Macklenburg County zoning ordinance, placed nearer to

minimum building line requirements ger for of this Section. exceeding ten percent (102) of the shall not be considered a violation

Section 3. resubdivide any Subdivision of Lots. No Lot or Lots without the No person prior written consent of the Decla or entity may Declarant.

Section 4.
placed having a Size of Structure. N ž of less than residential 1;000 structure shall be square foct. erected 9

minimum square tootage requirements violation of this Section. Unintentional violations not exceeding two percent considered a

Section 5. Temporary Structures. No structure or a rew same has been granted by the Architectural Control Committee shall not be applicable to temporary construction trailers, material storage facilities used during construction. Committee, of a temporary l permission for the ce. This Secriaalea offices, and

Section 6. Clothes Drying. No drying ... shall be permitted cutdoors on any lot or in any other unancilling pating) within the Properties other than between A.H. and 5:00 P.M. on Monday through Friday and 8:00 A.H. and Saturdays (except when any such day shall fall on a holiday) devices such as lines, reels, poles, frames, etc., shall be a deviced. or airing of any clothing any other mentiosed area holiday) necheeu atored the hours of 8:00 clothes es hanging of sight bedding

Section 7. Nuisances. No noxious or offensive carried on upon any lot nor shall anything be done nuisance neighborhood s trade or activity shall be thereof which may be or

Section 8. Temporary Residences. No trailer, basement, tent, shack, sarage, barn, or other outbuilding erected on the tract shall be at any time temporary character be used as a residence.

television 9. Radio and Television Antennas. No free stan crected on any lot. Only radio and television antennas dishe (15) feet in height above the roof line of the residence and disks not exceeding four (4) feet in diameter and not visible. e standing radio or dishes or disks sh exceeding lifteen d i diahes or the atreet in shall be

Section 10. Harmony of Structures. No structure shall be constructed or structures in the tract, with existing

Section 11. Ensembnts, A feet of each lot for utility recorded map. A perpetual eafect of each lot for public s Ensements. A A perpetual easement is reserved over the rear ty installment and maintenance and/or as shown or easement is reserved over the side 5 feet and re c storm drain and/or as shown on recorded map. on recorded map. and rear 9 70

View on any lot except one professional sign of not more than one aquare foo one sign of not more than five square feet, advertising the property for sales period. advertising the property for sale se the property during the foots õ

Section 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, and same shall not be kept except in sanitary containers. All incinerators or other equipment for the atorage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fence shall be erected on any lot closer to an street line than the building setback line shown on the recorded map, nor provisions of Article II hereof. Provided, however, that notwithstanding anything contained in this Section or elsewhere to the contrary, Declarant install decorative fencing on any lot owned by it containing a model home. No fence shall be erected on any lot closer to any lding setback line shown on the recorded map, nor a to the contrary, Declarant may ohall

Section 16. Sight Line Limitations. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a counded property corner, from the intersection of the street property lines are extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the adge of a driveway or such intersections unless the foliage line is maintained at sufficient height to

Section 17. Parking of Vehicles. We commercial truck over one ton capacity school buo, nor any other vehicle deemed by the Architectural Control Committee or its designated committee to be unaightly, shall be parked in the street, in driveway, in the front yard, in a side yard, or in the back yard of any lot. Any camper trailer, boat, boat trailer or recreational vehicle shall be parked in the garage or back yard.

Section 18. Mailboxes. No masonry mailbox supports shall be permitted.

Section 19. Basketball Goal Supports. No basketball goal erected or placed within any street right of way. 5

ARTICLE IV

GENERAL PROVISIONS

event be deemed a waiver of the right to Section 1. Enforcement. Any Owner, as defined in the said Declaration restrictions, conditions, covenants, declarations, reservations, conditions, covenants, declarations, reservations, liens, and by any Owner to enforce any covenant or rustriction herein contained shall

restrictions Section 2. Severability. Invalidation covenants

Section 3. Effect of Restrictions and Amendment. The strictions of this Declaration shall bind only the land inscribed and shall run with and bind the land. This he invited to January 1, 2015 by an instrument signed by the bill owns any lots, and thereafter by an instrument signed that it owns any lots, and thereafter by an instrument signed by the lots. Any a and Amendment. The Declaration may covenants and pecifically herein be amended less than

Section 4. FRA/VA Approval. In the event the Declarant has arranged for and provided purchasars of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration, amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration,

IN WITNESS WHEREOF, the undersigned, caused this Doclaration to be executed the Assistant Secretary, and its corporate great first above written. Sea 1 . SQUIRES HOMES, Inc., Declarant has by its President, attested by its leal to be hereunto affixed, the day and

ATTEST: (Becount)

SQUIRES HOMES, INC.

(CORPORATE SEAL)

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

	Surviva	writing , authority	foregoing	You May	
2	o e the	duly giv	instrume	D. 77107001	This 6th
	writing to be the act and deed of said corners; INC. acknowledged the said	writing was aigned and sealed by him in behalf of maid company; said	dent of sc	ion .	day of
	ed of said	d by him to	WOH SANIO	380800	•
1	IRES HOME	corporati	S, INC.	Eno I	
van.	INC. ac	e seal of	and chart	991, perao	
	knowledged	anid compa	uly sworn	nally came	
į	the said	my; said	days the	before .	
		먗	ñ	•	

(i) (9) (1) (3-23-92) Orarial (3eq.1)

Hotary Public du

State of North Cortoliun, County of Mecklenburg
The foregoing Certificately of _______Carol T. Lowly

Nutary(us) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page abover on ANNE of Policy RECENTIFICE DESCRIPTION.

Deputy . Register of Deeds

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(Cambridge#2/dec-kgl)

Parham, Helme, Harris, Blythe & Monton 1329 E. Morehead Street Charlotte, NC 28204 (Box 22)

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

PG 0485/0486 CIBSON REG OF 1 REGISTRATION

CAMBRIDGE

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE)

hereafter acquiring any of the within described property (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations corporation, having a principal place of business in Mecklenburg County, North Carolina, THIS Declaration of Covenants, Conditions, and Restrictions is made this 17th day of December, 1996, by and between **BEAZER HOMES CORP.**, a Tennessee

WITNESSETH:

Restrictions, and to a Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declarations"), which are recorded in Book 6422 at Page 508 and Book 6422 at Page 524, respectively, of the Mecklenburg County Public Registry; and WHEREAS, Declarant is the owner of a development in the County of Mecklenburg, State of North Carolina, known as CAMBRIDGE, maps of portions of said development having been filed of record in the Mecklenburg County Public Registry, which portions have been subject to a Master Declaration of Covenants, Conditions, and

properties within the jurisdiction of Cambridge Association and Cambridge Homeowners development of Cambridge to other property and thereby bring such additional to be made subject to the said Declarations, other property by filing of record a Supplemental Declaration in respect to the property may extend the Declarations (and the covenants and restrictions therein contained) to WHEREAS, Article II, Section 2, of said Declarations provide that Declarant in order to extend the scheme of

Public Registry to said Declarations. WHEREAS, Declarant now intends to subject property owned by it shown on maps recorded in Map Book 27 at Pages 200 and 775 of the Mecklenburg County

on the maps recorded in Map Book 27 at Pages 200 and 775 of the Mecklenburg arry and all persons, firms, or corporations hereafter acquiring any of the property shown to the same extent and degree as if said Declarations were set out in their entirety. County Public Registry that the same are hereby subjected to the aforesaid Declarations NOW, THEREFORE, in consideration of the premises, Declarant agrees with

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IN WITNESS WHEREOF, the undersigned, BEAZER HOMES CORP., Declarant, has caused this Declaration to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year

State of North Carolina, County of Macklenburg The foregoing certificate(s) of	NOTARY SEAL)	in behalf of said corporation by its authority duly given; and the said <u>COTI THORSON</u> acknowledged the said writing to be the act and deed of said corporation. OFFICIL SEAL JUDI WICKLINE NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC WICKLENBURG COUNTY NOTARY PUBLIC WOTARY PUBLIC WOTA	This 17th day of December, 1994, personally came before me BEAZER HOMES CORP, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said common said to the foregoing instrument in writing the corporate seal of said common said to the foregoing instrument in writing is the corporate seal of said common said to the foregoing instrument in writing the corporate seal of said common said to the foregoing instrument in writing is the corporate seal of said common said to the foregoing instrument in writing its the corporate seal of said common said to the foregoing instrument in writing its the corporate seal of said common said to the foregoing instrument in writing its the corporate seal of said common said to the foregoing instrument in writing its the corporate seal of said common said to the foregoing instrument in writing its the corporate seal of said common said to the said common said to the said to th	(CORPORATE SEAL) STATE OF NORTH CAROLINA STATE OF NORTH CAROLINA		
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CAMBRIDGE

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE)

corporation, having a principal place of business in Mecklenburg County, North Carolina, (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations hereafter acquiring any of the within described property. THIS Declaration of Covenants, Conditions, and Restrictions is made this 17th day of December, 1996, by and between **BEAZER HOMES CORP.**, a Tennessee

WITNESSETH:

particularly described in Article I hereof, and desires to create thereon an exclusive CAMBRIDGE (Kirkley Glen at Cambridge), which maps are recorded in Map Book 27, Pages 200 and 775 in the Mecklenburg County Public Registry, which property is more residential community named CAMBRIDGE; and WHEREAS, Declarant is the owner of the real property shown on maps of

such additions as may hereafter be made thereto, benefit of said property and each owner thereof; and restrictions, and easements hereafter set forth, each and all of which is and are for the and enhance the values and amenities of all properties within the subdivision; and to this and to prevent any future impairment thereof; to prevent nuisances; to preserve, protect, desires to subject the real property shown upon the aforesaid maps, together with WHEREAS, Declarant desires to insure the attractiveness of the subdivision to the covenants, conditions

owning ary right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the real property and be binding on all parties Conditions, and Restrictions, does declare that all of the property shown on the aforesaid map of CAMBRIDGE is and shall be held, transferred, sold, conveyed, and occupied NOW, THEREFORE, Declarant, by this Declaration of Covenants

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ARTICLE

PROPERTY SUBJECT TO THIS DECLARATION

particularly described as follows: The property which is hereby made subject to this Declaration is more

BEING all of the property shown on the maps of KIRKLEY GLEN AT CAMBRIDGE, recorded in Map Book 27 at Pages 200 and 775 of the Mecklenburg County Public Registry.

Only the real property shown on the aforesaid recorded maps of KIRKLEY GLEN AT CAMBRIDGE are hereby made subject to this Declaration.

ARTICLE !

ARCHITECTURAL CONTROL

of any Lot or the Common Area. in accordance with its general plan of development construed to permit interference with the development of the Properties by the Declarant modifications which would jeopardize or impair the soundness, safety, or appearance Architectural Control Committee shall not approve any alterations, reasonable tee for receiving such application in an amount not to exceed \$25.00. location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully hereunder. In the event said committee fails to approve or disapprove such design and Homeowners Association, once the Declarant assigns to it the right of appointment representatives appointed by the Declarant or by the Board of Directors of Cambridge topography by an architectural control committee composed of three as a harmony of external design and location in relation to surrounding structures and materials, and location of the same shall have been submitted to and approved in writing attachment, until the plans and specifications showing the nature, kind, shape, heights, of reflective or other material in the windows of a Homeowner's Unit or other exterior maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the replacement No building, fence, The Architectural Control Committee shall have the right to charge a well, Provided that nothing herein contained shall be or other structure shall be commenced 긂

ARTICLE III

USE RESTRICTIONS

one-half (21/2) stories in height and a private garage for each unit for not more than two on any residential building plot other than a single-family dwelling not to exceed two and (2) cars and other accessory structures customarily incidental to use of the plot. as residential lots. No structure shall be erected, altered, placed, or permitted to remain Section 1. Land Use. All Lots in the tract shall be known and described

shown. In any event, no building shall be placed nearer to any front, side, or rear setback line, as required by the Mecklenburg County Zoning Ordinance or any other applicable zoning ordinance or side lines than the building setback lines shown on the recorded plat, if such lines are Building Lines. No building shall be located nearer to the front

building line requirements set forth shall not be considered a violation of this Section. Unintentional violations not exceeding ten percent (10%) of the minimum

resubdivide any Lot or Lots without the prior written consent of the Declarant Section 3. Subdivision of Lots. No person or entity may subdivide or

Section 4. Size of Structure. No residential structure splaced having a finished heated area of less than 1,000 square feet. No residential structure shall be erected or

applicable to temporary construction trailers, sales offices, and material storage facilities be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Architectural Control Committee. This Section shall not be used during construction. Section 5. Temporary Structures. No structure of a temporary nature shall

frames, etc., shall be stored out of sight other than during the times aforementioned. such day shall fall on a holiday) and clothes hanging devices, such as lines, reels, poles, on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M.

an annoyance or nuisance to the neighborhood carried on upon any lot, nor shall anything be done thereof which may be or become Nuisances. No noxious or offensive trade or activity shall be

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a be used as a residence residence temporarily or permanently, nor shall any structure of a temporary character

in diameter and not visible from the street in front of the residence shall be permitted. above the roof line of the residence and only dishes or disks not exceeding four (4) feet on any lot. Only radio and television antennas not exceeding fifteen (15) feet in height television transmission or reception towers, antennas, dishes, or disks shall be crected Section 9. Radio and Television Antennas. No free standing radio or

moved onto any lot unless it shall conform to and be in harmony with existing structures Section 10. Harmony of Structures. No structure shall be constructed or

Section 11. Easements. A perpetual easement is reserved over the rearten (10) feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side five (5) feet and rear ten (10) feet of each lot for public storm drain and/or as shown on recorded map.

ARTICLE IV

GENERAL PROVISIONS

covenant or restriction herein contained shall in no event be deemed a waiver of the shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any right to do so thereafter. Section 1. Enforcement. Any Owner, as defined in the said Declaration,

shall remain in full force and effect restrictions by judgment or court order shall in no wise affect any other provisions, which Section 2 Severability. Invalidation of any one of these covenants or

the Lots. by an instrument signed by the Owners of not less than seventy-five percent (75%) the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter 2015, by an instrument signed by the Owners of not less than ninety (90%) percent of Section 3. 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. Any amendment must be properly recorded.

Administration or the Veterans Administration amendment of this Declaration will require the prior approval of the Federal Housing Section 4. FHA\VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration,

IN WITNESS WHEREOF, the undersigned, BEAZER HOMES CORP, Declarant, has caused this Declaration to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year

STATE OF NORTH CAROLINA (CORPORATE SEAL) ATTEST Assistant Sec By:

SERVE BY CORPORATE

SECONDO ON TO SEE COMMINICATION OF THE SECONDO ON THE SE BEAZER HOMES CORP Vice President

COUNTY OF MECKLENBURG

corporate seal of said company; that said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Scott Thors. This 17th day of December, 1996, personally came before me & \(\text{L} \) Who, being by me duly sworn, says that he is the Vice President of BEAZER HOMES CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company. That said makes the corporate seal of said company. acknowledged the said writing to be the act and deed of said corporation.

Notary Public

My Comm. Expires:

(NOTARY SEAL)

Nouny(Es) Public Islant confissed to be control.
This 24 day of 12 CL AT LEW 1996

JUDITH A. GIBSON, REGISTER OF DEEDS

By: 1 SUND THE CONTROL OF DEEDS

Parham, Helms, Harfs, Blythe & Morton 1929 E. Morehead Street Charlotts, NC 28204 (Box 22)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CAMBRIDGE

hereafter acquiring any of the within described property corporation, having a principal place of business in Mecklenburg County, North Carolina, 19th day of December, 1996, by and between BEAZER HOMES CORP., a (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations THIS Declaration of Covenants, Conditions, and Restrictions is made this Tennessee

WITNESSETH:

development having been filed of record in the Mecklenburg County Public Registry, which portions have been subjected to a Declaration of Covenants, Conditions, and Restrictions (the Declaration) which is recorded in Book 6422 at Page 524 of the Mecklenburg County Public Registry; and Mecklenburg, State of North Carolina, known as CAMBRIDGE, maps of portions of said WHEREAS, Declarant is the owner of a development in the County of

properties within the jurisdiction of Cambridge Association; and development of Cambridge to other property and thereby bring such additional to be made subject to the said Declaration, in order to extend the other property by filing of record a Supplemental Declaration in respect to the property may extend the Declaration (and the covenants and restrictions therein contained) to WHEREAS, Article II, Section 2, of said Declaration provide that Declarant scheme of

EXHIBIT *A* of the Declaration, which has not previously been annexed by Supplemental Declarations recorded in the Mecklenburg County Public Registry, to said Declaration. WHEREAS, Declarant now intends to subject the property described or

conveyed to Mecklenburg County as part of the Greenway. Declaration to the same extent and degree as if said Declaration was set out in its entirety, reserving however, the right to remove such of the above property as may be any and all persons, firms, or corporations hereafter acquiring any of the property described on EXHIBIT "A" of the Declaration recorded in Book 6422 at Page 524 of the Mecklenburg County Public Registry that the same is hereby subjected to the aforesaid NOW, THEREFORE, in consideration of the premises, Declarant agrees with

FILED FOR RECISTRATION 12/20/96 12:04 SUDITH A GIBSON REG OF DEEDS MECK NC BK: OBS66 PG: O493/0494 \$:0315



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CAMBRIDGE

hereafter acquiring any of the within described property. corporation, having a principal place of business in Mecklenburg County, North Carolina, (hereinafter referred to as *Declarant*), and any and all persons, firms, or corporations THIS Declaration of Covenants, Conditions, and Restrictions is made this 19th day of December, 1996, by and between **BEAZER HOMES CORP.**, a Tennessee

WITNESSETH:

development having been filed of record in the Mecklenburg County Public Registry, which portions have been subjected to a Master Declaration of Covenants, Conditions, Mecklenburg County Public Registry; and and Restrictions (the Declaration) which is recorded in Book 6422 at Page 508 of the WHEREAS, Declarant is the owner of a development in the County of Mecklenburg, State of North Carolina, known as CAMBRIDGE, maps of portions of said

properties within the jurisdiction of Cambridge Association; and to be made subject to the said Declaration, in order to extend the development of Cambridge to other property and thereby bring such WHEREAS, Article II, Section 2, of said Declaration provide that Declarant may extend the Declaration (and the covenants and restrictions therein contained) to other property by filing of record a Supplemental Declaration in respect to the property such additional scheme of

WHEREAS, Declarant now intends to subject the property described on EXHIBIT "A" of the Declaration, which has not previously been annexed by Supplemental Declarations recorded in the Mecklenburg County Public Registry, to said Declaration.

conveyed to Mecklenburg County as part of the Greenway. entirety, reserving however, Declaration to the same extent and degree as if said Declaration was set out in its Mecklenburg County Public Registry that the same is hereby subjected to the aforesaid any and all persons, firms, or corporations hereafter acquiring any of the property described on EXHIBIT "A" of the Declaration recorded in Book 6422 at Page 508 of the NOW, THEREFORE, in consideration of the premises, Declarant agrees with the right to remove such of the above property as may be

> RK: O8866 PC: O495/O496 #:O816 10.00 JUDITH A GIBSON REG OF DEEDS KECK NC FILED FOR REGISTRATION I2/20/96 12:04 M & G & G

IN WITNESS WHEREOF, the undersigned, BEAZER HOMES CORP, Declarant, has caused this Declaration to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

c(vepdatalyeulest cambridge VirkSien.sup	My Comm. Expires:	BEAZER HOMES CORP. is the corporate seal of se in behalf of said corporate	(CORPORATE SEAL) STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG	ATTEST: Assistant Secretary	
The foregoing certificate(s) of Life Will Will Will Will Wary (tes) British figure certified to be correct. This Life Son, REGISTER OF NEEDS By: Deputy Register of Deeds	Size of North Carolina, County of Mecklesburg	BEAZER HOMES CORP. and that the seal affixed to the foregoing instrument in writing in behalf of said corporation by its authority duly given; and the said writing to be the act and deed of said corporation. Corporate 1996, personally came before me	OLINA THE CORPORTING TO THE PARTY OF THE PAR	BEAZER HOMES CORP. Noe President	

1. 1.