

DRAWN BY AND MAIL TO:
H.C. Grimmer Development Co., L.L.C.
PO Box 1278
Matthews, NC 28106

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION AND AGREEMENT made this 28th day of May, 2004, by H.C. Grimmer Development Co., L.L.C., a North Carolina Limited Liability Corporation, with its registered office and 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 lots shown on the map hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain subdivision known as The Oaks at Oxfordshire, Mint Hill, NC, the Lots of land consisting of said subdivision being more fully described on the maps recorded in the Mecklenburg County Public Registry in Map Book 41, at page(s) ~~123~~ and ~~Map Book 41, Page 622~~ 800 and 802 *742*

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of that property for the protection of the Lots shown on said map and the future owners thereof; and

WHEREAS, Declarant desires now, for the use and benefit of itself, its successors and assigns and its future grantees, to place and impose the covenants, conditions and restrictions on each of the Lots of land shown on said map or plat.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares that the Lots shown on the map referred to above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, such Lots and be binding on all parties having the right, title or interest in such Lots, their heirs, successors and assigns, and shall insure to the benefit of each other thereof.

ARTICLE I

DEFINITIONS

- Section 1. The term "Architectural Review Board" (Board) shall mean that group of persons selected pursuant to Article II, Section 6, with the powers described therein.
- Section 2. The term "Declarant" shall mean and refer to H.C. Grimmer Development Co., L.L.C. and its successors and assigns.
- Section 3. The term "Lot" shall mean and refer to each parcel of land shown and identified as a lot on the Map; provided, however, that if any Owner should subdivide any Lot pursuant to and in accordance with Article II, Section 1, hereof, then the term "Lot" shall thereafter mean and refer to each resulting parcel of land intended to be used for the construction of one residential dwelling. The Lots are sometimes referred to collectively as "The Property".
- Section 4. The term "Map" shall mean and refer to that certain map(s) recorded in Map Book 41 at Page(s) ~~123~~ and ~~622~~ 800 and 802 in the Mecklenburg County Public Registry.
- Section 5. The term "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 subdivision, but excluding those persons or entities having such interest merely as security for their performance of an obligation.
- Section 6. The term "Association" (HOA) shall mean and refer to the OAKS AT OXFORDSHIRE HOMEOWNERS ASSOCIATION, INC. a non-profit corporation formed or that may be formed by the Declarant, for the purposes of constituting a homeowners association for the Oaks at Oxfordshire Subdivision. By acceptance of any Deed for a Lot as described in the Record map, the Grantee agrees to abide by and to be bound by such supplemental declaration of covenants, conditions, and restrictions as may be submitted to public record defining their rights and obligations of owners of Lots in relationship to the Association, and assessments or dues payable to the Association, and including without limitation, provisions that any such assessments, if unpaid, shall constitute a lien upon such Lot or Lots including the costs of such lien and reasonable attorney's fees to enforce such lien. Each Grantee, also covenants and agrees by acceptance of a Deed to any Lot to join in the execution of any such supplemental declaration of covenants, conditions, and restrictions to evidence their agreement and consent to the terms and conditions thereof.

ARTICLE II

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

- Section 1. Subdivision of Lots. Except as otherwise provided in this Section 1, no persons, or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of Declarant; providing further, that the consent of Declarant shall require that any Lot or Lots resulting therefrom would either have a total area not less than the area of said Lot as shown on the Map, or any Lot resulting therefrom would have an area of not less than twenty thousand (20,000) square feet and a minimum width at building setback of not less than one hundred and twenty five (125) feet; provided further, however, that as to Lots having access through a cul-de-sac, the 125 foot requirement shall be deemed met, if the lot shall have not less than 125 feet in width at the front minimum building line (current setback). Declarant reserves the right to waive this covenant and permit the subdivision of two adjoining Lots by the conveyance by the Owner of one such Lot or a portion of such Lot to the Owner of the adjoining Lot, provided that Declarant determines in its sole discretion that the Lots resulting therefrom would be suitable for development and harmonious with the development of the subdivision.
- Section 2. Resale of Unimproved Lot. In order to promote the uniform and harmonious development of the subdivision, it is the intention of Declarant to sell one or more Lots only to Owners who will build residential structures thereon, either for resale or for use by such Owners as the personal residence and not to Owners who will hold such Lots for resale without improvement. Therefore, before any "Unimproved Lot", as hereinafter defined, may be sold to any persons, firm or corporation (other than a sale by or to the Declarant), the Owner of such Unimproved Lot must first offer in writing to sell the Unimproved Lot to Declarant at the same price for which the Unimproved Lot was originally sold by Declarant to the initial owner thereof (Original Price). If (1) the Declarant fails to accept or reject such offer in writing within (20) twenty days after the receipt of same, or (2) the Declarant rejects such offer in writing within twenty (20) days after receipt of the same, then the owner of such Unimproved Lot shall have the right to sell such Lot without any further or additional offer to Declarant. If the Declarant accepts such offer in writing within twenty (20) days after receipt of the same, the Declarant shall purchase and the Owner shall sell such Unimproved Lot for cash in the amount of the original Price within thirty (30) days after acceptance of such offer at a time and place designated by Declarant. For purposes of this Section 2, a Lot shall be considered an "Unimproved Lot" until the Owner thereof has completed all site preparation and has actually commenced construction of a residential dwelling thereon; it being understood, however, that this provision shall not prevent any Owner from entering into a contract to construct and sell a residence on a then "Unimproved Lot". For purpose of this Section 2, the Original Price at which any Lot was originally sold by the Declarant shall be the actual cash purchase price of such Lot and shall not include any additional expenses incurred by any party in connection with the purchase of such Lot. In the event that any Lot being offered to the Declarant pursuant to this Section 2 has been subdivided pursuant to Section 1 hereof, the Original Price thereof shall be a proportionate amount of the Original Price of each of such Lot being offered to the Declarant.
- Section 3: Reserved Easements: The Declarant reserves for itself, its successors and assigns, an easement and the right at any time in the future, to grant a 12-foot right-of-way over, under and along the front and rear lines of each Lot, and a 6 foot right-of-way under, over and along each side Lot line, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, water, sewer, telephone service, cable television, and other utilities to the Lot. Within such areas, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or cable installations, or which may change the direction or flow or drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Section 1 hereof, an easement shall exist both along the rear and side Lot lines of the Lot as shown on the Map and the Lot as so such subdivided Lot, the Declarant may release the easement reserved along the rear or side line of the Lot as now shown on the Map, if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the property.
- Section 4: Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees and the construction or maintenance of "garage apartments" on any Lot is expressly prohibited.
- Section 4(a): Provided however, that a NC Licensed General Contractor may build, furnish and maintain a model home, or Sales Trailer, i.e. sales center, in subject subdivision for the purpose of sales and merchandising of Lots and/or homes in subject subdivision. The provisions of Section 6 herein shall apply to this section.
- Section 5: Minimum Size of Dwelling. See Design Criteria Section.

Section 6:

Architectural Control.

A. Extent of Control. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Review Board (the "Board").

The areas over which the Board shall have control shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the Lot, the size and plan of any attached or unattached garage, the location and manner or construction of any driveway, swimming pool, utility building, patio or other exterior improvements, the composition and color of all materials used on the exterior of any structure.

B. Membership of Architectural Review Board. The Board shall consist of those persons appointed by the Declarant, its successors and assigns. The Declarant may, at its sole option, surrender such right of appointment at any time by a duly recorded written instrument, and at such time the HOA and/or the Owners of a majority of all Lots shall have the power through an additional duly written instrument to change the membership of the Board or to withdraw from the Board or restore to it any of its powers and duties; provided, however, that the Board shall continue to function as provided herein until such instrument is duly recorded.

C. Procedure. Any party desiring Board approval of any proposed improvement to any Lot shall submit to the Board plans and specifications showing in such detail and manner as the Board shall require, the nature, shape, height, materials and location of any such improvement. The Board may, at its sole discretion, require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered surveyor showing the location of the proposed improvements on the Lot. All decisions of the board shall be by a majority vote of the members thereof and shall be based on the Board's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. The Board's approval or disapproval of any proposed improvement shall be in writing. In the event that the Board fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as the Board may require have been submitted to it, no approval will then be required and this section shall be deemed to have been complied with. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by the Board of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvements, or the compliance of any such improvements with applicable laws and codes. Each party desiring Board approval shall submit to the Board not less than two complete copies of the plans and specifications for the requested Board approval, and shall furthermore submit to the Board such modified or amended plans and specifications as the Board may require, again in duplicate, and the final plans and specifications, if and as approved by the board shall be duly marked with the appropriate statement indicating approval by the Board, with one copy returned to the parties and one copy retained and maintained in the files of the Board.

Section 7:

Building Line Requirements.

A. No building shall be located on any Lot nearer than 50 feet from the front or 25 feet from any side street line, or such greater front or side street setbacks as may be required by the Board under the provisions of Section 6 hereof or as shown on the recorded map. No building or structure of any kind shall be located on any Lot nearer than 15 feet from any side yard Lot line or 40 feet from any rear Lot line. In computing such building line requirements, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves not in excess of three feet nor the establishment of uncovered stoops or steps within a setback area shall be considered a violation of this covenant. Notwithstanding anything contained herein, the set back lines (if any) shown on the recorded map shall be the controlling factor and be superior to Section 7 (a) herein.

B. In the event of any unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner at such time of the Lot or Lots directly affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restriction.

Section 8:

Use of Outbuildings and Similar Structures. No trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, upon any Lot; provided, however, that this Section shall not be construed to prevent the Declarant from permitting any party building a structure upon any Lot to erect temporary structures during construction.

Section 9:

Nuisances and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No person may keep an animal or poultry of any kind upon any part of the Lot, except that any Owner then occupying a residence upon a Lot may keep customary house pets upon such Lot, provided such pets are not kept, bred or maintained for any commercial purposes, and provided further that such pets are not kept in such numbers or of such nature or in such manner as to become a nuisance to the other Owners or residents of the subdivision, and providing further that the maintenance of such household pets shall be at all time in accordance with

all applicable governmental regulations regarding the keeping of such household pets. Household pets as used herein shall specifically exclude exotic or dangerous pets.

- Section 10: Completion of Construction. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a Lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any existing building or portion thereof onto a Lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have a finished exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except for the written consent of the Declarant, which written consent of the Declarant agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the Owner of said Lot. Completed date shall be defined as date of receipt of "Occupancy" permit.
- Section 11: Septic Tanks and Wells. Not applicable, Charlotte Mecklenburg Utility Department provides Water and sewer services to this subdivision.
- Section 12: Maintenance of Lot, Trash and Garbage. Each Owner shall keep his lot in an orderly condition, and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, and shall keep said Lot free of all rubbish and other refuse. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots and no trash, rubbish or 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 trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. All such trash, garbage or other waste shall, however, at all times be kept in sanitary containers and in compliance with the applicable governmental regulations regarding disposal thereof.
- In the event that the Owner fails or refuses to comply with any of the foregoing, either the Declarant, HOA, or the Board may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at the address specified in his contract to purchase such Lot, and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days thereafter, the Declarant, HOA, or the Board may enter and correct the same at the Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by the Declarant, HOA, or the Board. No such entry as provided herein shall be deemed a trespass. Any sums expended in the enforcement hereof shall constitute a lien upon the Lot or Lots upon which the violation occurred, and which the Declarant, HOA and/or the Board incurred costs or expenses in correcting the same.
- Section 13: Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot with the exception of:
- A. Signs stating "For Rent" or "For Sale", which signs shall not exceed 2' X 3' in dimensions, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot, and
 - B. The name of the resident of any Lot and the street address, the design of which shall be furnished to the Board upon request, and shall be subject to approval by the Board; and
 - C. Signs stating "Built By" and including the name of the builder or contractor constructing the principal residence thereon, said sign not to exceed 2' X 3' in dimensions, and to refer only to the Lot on which it is displayed, and furthermore being limited to one sign per Lot (financial institution and subcontractor signs are not allowed, including without limitation financed by, termite, plumbing, electrical, and roofing). Provided however, that the Declarant or designee shall be allowed to install project identification and directional signs as allowed under applicable sign zoning ordinances.
- Section 14: Fences and Walls. No fence or wall of any nature shall be maintained or permitted on any Lot from the front and side street setback lines on each Lot to the street line. No fences shall be allowed in front of the rear lines of the house constructed on each Lot. Walls or fences constructed from the rear line of the house constructed upon the property to the rear Lot line shall be constructed solely of wood, brick, or wrought iron and shall not exceed such height restrictions and limitations, if any, as imposed by the governmental authorities. No chain link, concrete block or exposed wire fences of any nature shall be allowed within the subdivision; providing however, that a wire fence may be used behind and in conjunction with an approved fence, if approved by the Board. Privacy Fences are not allowed unless approved by the Board on a case by case basis. Note: All fences must be approved per Section 6(C) herein.
- Section 15: Buildings, Accessory Structures, Pools.
- A. No metal garage or carport shall be erected on any Lot or attached to any residence building located on the Lot. No metal building, (i.e. storage shed), metal accessory structure (i.e. swing set), or above-ground pool of any kind shall be placed on any lot.
 - B. No storage sheds will be allowed to be erected on any lot unless approved by the Board on a case by case basis.

ARTICLE III

ARCHITECTURAL REVIEW GUIDELINES AND DESIGN CRITERIA

Architectural Style. The intent of the Architectural Guidelines and the Design Criteria is to encourage the excellent design of a community of individual residences which, when viewed together, produce an outstanding total community environment. It is not the intent to dictate a particular architectural style, but rather to provide Lot Owners and their architects with a set of guidelines that will foster an attractive community. It is the intent of these guidelines to encourage residential structures which harmonize with their surroundings and with each other. Colors, materials and design features will not be approved which would tend to make an individual house call attention to itself in the overall design and structure of the subdivision. Listed hereinafter are guidelines and design criteria which are not intended to be absolute and complete, but address certain critical area which will be carefully considered by the Board in the approval or disapproval of an Owner's plans and specifications:

- Section 1: Architectural Review Procedures. The provisions herein are designed to outline for any Owner the relevant guidelines under which the Board shall determine the acceptability of the plans and specifications for the construction of any residence within the subdivision. Each Owner shall submit the plans and specifications in accordance with the terms and conditions of Article II, Section 6 (C) hereof, and upon approval of said plans and specifications, the Owner shall thereafter construct the residence and incidental structures and outbuildings associated therewith in full and complete accordance with the plans and specifications as so approved. Deviation by the Owner from the plans and specifications as approved without the prior consent of the Board, shall be deemed a violation hereof, and accordingly reserving to the Declarant, HOA, or the Board the right to enforce the terms and conditions hereof.
- Section 2: Owner Responsibilities. Each Owner shall be responsible (and also responsible for the actions or inactions of the builder or contractor retained by Owner) for any damages to streets, utility and drainage improvements, including but not limited to, catch basin covers, curbing, water mains, sewer lines, drainage pipes and headwalls, paving, street markets, gas mains, sewer or telephone lines resulting from work done by himself, his subcontractors or his suppliers. Owner shall further comply with all applicable Mecklenburg County ordinances relating to erosion and siltation control, and will be required to take preventive measure necessary to control runoff on said Lots to adjacent Lots or street rights-of-way during construction or any modifications or improvements upon any Lot or Lots. Each Owner shall, as soon as possible, cover the driveway entrances to the Lot with a crushed stone base, preliminary to the paving thereof in accordance with the terms and conditions hereof, in order to minimize mud on the subdivision streets. Owner shall confine any and all construction materials and debris solely to the parameter of Owner's Lot. Clearing debris, including without limitation, stumps, trees, and brush, branches and construction materials are to be removed as often as necessary in order to keep the residential structure and Lot accessible and in saleable condition. No such debris shall be dumped on any adjacent Lot or any other area within the subdivision not owned by owner, and Owner shall maintain the Lot and residential structure in a neat and attractive manner at all times. Article I, Section 12 shall be applicable to this section. Owner shall not, at any time, store or maintain (even on a temporary basis) upon the street and rights-of-way within the subdivision any debris or building materials. Declarant reserves the right to require the Owner, in conjunction with the Owners of other Lots within the subdivision, to contribute, from time to time, such prorate portion as may be necessary to pay for the costs of cleaning mud and debris from the streets within the subdivision caused by the construction of a residence upon the Lot of Owner.
- Section 3: Building Envelope. Each Lot is defined by the front, side, and rear yard setbacks. Within the Building Envelope, the residence and all other improvements shall be located and tailored to the specific features of the particular Lot. All improvements shall be located so as to minimize disruption or disturbance to the existing natural setting, including mature trees, drainage ways and views. As part of the review and approval of location and orientation of the house and other Improvements within the Building Envelope be modified. No building on any Lot (including any stoops or porches, patios, terraces, etc.) and no swimming pool, tennis court or other recreational improvement on any Lot shall be erected or permitted to remain outside of the Building Envelope for the particular Lot unless otherwise approved by the Board.
- Section 4: Driveways, Sidewalks, and Utilities. Driveways should be constructed of lightly brushed concrete with a smooth troweled decorative edge, unless another material is approved for a particular Lot by the Board. Driveway width should be a minimum of 12' for side entry garage and minimum 20' for front entry garage.
- Section 5: Easements. Landscape improvements (as defined in the Landscape Guidelines and the building of driveways or fencing within utility easements is permissible (unless otherwise prohibited by a recorded easement instrument). Provided, however if in the future there is a need to disturb or remove such Landscape Improvements, driveways or fencing to access such utilities, such removal and any necessary repair and restoration shall be the responsibility of the Owner of the Lot.

Section 6: Drainage and Erosion Control. Drainage considerations for individual Lots play an important part in the ecological balance of the community. Generally, each Lot should be graded such that all water draining from such Lot does not drain onto any adjoining Lots. Water runoff for each individual Lot must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities. Water runoff and control is the responsibility of each Lot Owner relative to such Owner's Lot. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lots, unless the natural topography requires the natural runoff to drain across other Lots.

ARCHITECTURAL DESIGN CRITERIA

Section 1: Quality Design Features.
 A. The residence shall be located on the Lot with minimum disruption to the natural topography, vegetation, and unique site features.
 B. There shall be a consistency in the site planning, architecture, and Landscape Improvements.
 C. The various building materials shall allow for pleasing and harmonious exterior appearance for the residence and other improvements. Building materials shall be used logically.
 D. Appropriate colors shall be used, and colors shall be used with restraint.
 E. Consistency of detailing on all elevations shall be maintained. Windows and doors shall reflect restraint in the variety of types, styles and sizes. On the front of the house, all openings shall be accented with the use of shutters, flat or arched lintels, projecting sills or relief surroundings, unless otherwise approved.
 F. The main roof shall have a minimum slope of six (6) vertical to twelve (12) horizontal. Shed roof forms are discouraged. Roof shapes and configurations shall be planned to avoid complex, awkward, or odd roof designs.
 G. Gutters and down spouts shall be used at all eave lines, unless deemed inappropriate.

Section 2: Dwelling Types. Each lot may contain only one detached single-family private dwelling and one private garage for not less than two (2) vehicles and only such other accessory structures as are approved in advance in writing by the Board. Provided, however, the subdivision shall be entitled to use Lots owned by it from time to time for the construction and operation of construction offices and sales/marketing offices (and related uses) for the subdivision's projects.

Section 3: Dwelling Size. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios.

	Minimum Total Heated Area
1 Story	2,500
1-1/2 Story, split level, Tri-level, and others	2,500
2 Story, 2-1/2 Story	2,500

Section 4: Maximum Dwelling Height. No dwelling erected upon a lot shall contain more than two and one-half (2-1/2) stories above main entry ground level; provided, however, the Board shall have the right (but not the obligation) because of steep topography, unique lot configuration or similar reasons, to allow dwelling heights greater than two and one-half (2-1/2) stories on rear and side elevations.

Section 5: Ceilings. Interior ceiling heights in dwellings constructed on Lots are recommended to be a minimum of nine (9) feet on the first (i.e., street grade) floor and a minimum of eight (8) feet on all other floors.

Section 6: Garages. Every house shall have an enclosed garage for not less than two (2) vehicles. Garage doors are required for all garages, and the garage doors must be paneled and/or detailed to provide appropriate scale. All garage doors must have operating remote control door openers. Front entry garages must use two single bay doors. Carports shall not be allowed. All ducts, pipes and wiring in garages shall be concealed from view above the level of the finished ceiling. The garage turnaround area must be provided for a side entry garage.

Section 7: Exterior Materials and Colors. Exterior materials shall be brick, stucco, stone, cedar shake, and quality vinyl unless otherwise approved by the Board. Natural weathering of exterior wood materials is not desired. Imitation brick-like materials are generally discouraged and may be used only upon prior written approval of the Board. The Board reserves the right to require builders to produce sample boards of colors if they are not on file with the Board.

Section 8: Roofs. Roofs and roof pitches shall be in proportion to the overall size and shape of the house. Except as specifically approved otherwise in writing by the Board, the minimum roof slope for the main house structure shall be six (6) vertical to twelve (12) horizontal. Acceptable roofing materials are (i) wood shingles, (ii) wood shakes, (iii) natural or man-made slate, (iv) tile or (v) minimum twenty-five (25) year warranty, variegated (or solid) color, dimensional architectural

(sculpted) style, composition (fiberglass) shingles. All specific roof materials to be used must be approved in writing by the board as part of the final Building Plans and Specifications prior to commencement of construction.

Roof power vents, plumbing vent pipes and skylights will not be permitted on roofs visible from any street, unless approved in advance in writing by the Board. Roof vents, roof power vents, rain diverters, skylight housings, plumbing vent pipes and non-copper flashing shall be painted to blend with the roof shingles, except that the flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate.

Eave lines shall align whenever possible.

- Section 9: Windows and Shutters; Doors. Windows shall generally be the same type and style all around the house. Thermal pane windows are preferred, and exterior storm windows generally will not be permitted. Shutters are encouraged and shall fit the proportion and shape of the windows.
- Section 10: Chimneys. Direct vent fireplaces shall not be permitted on a front elevation.
- Section 11: Porches and Decks. Porches and decks shall be designed with substantial, well proportioned railing, flooring and support posts meeting applicable building code requirements.
- Section 12: HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any residence on a lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from streets by landscape improvements, as more particularly provided in the landscape guidelines herein.
- Section 13: Attachments: Satellite Dishes and Antennae. No permanent attachment of any kind or character whatsoever (including, but not limited to, television and radio antennae, solar energy-related systems, satellite or microwave dishes or similar improvements) shall be made to the roof or exterior walls of any building on any lot or otherwise placed or maintained on any lot, unless such attachments or devices are approved in advance in writing by the Board. Notwithstanding the above to the contrary, one satellite or microwave dish may be installed provided such satellite or microwave dish does not exceed eighteen (18) inches in diameter and is properly screened from view. The location and screening of the satellite or microwave dish location and screening of the satellite or microwave dish must be approved in writing by the Board prior to installation.
- Section 14: Mail and Newspaper Boxes; House Numbers. All mail and newspaper boxes must be of a standard color, size and design as approved by the Board. In general, either side of the driveway is acceptable for the installation of the mailbox, and the Lot Owner should select the side of the driveway that will be most convenient to provide easy access to the mailbox; however, it is generally most aesthetically desirable to locate the mailbox on the side of the driveway that is closest to the lot boundary line. House numbers may be displayed on houses and/or mailboxes only as approved by the Board.
- Section 15: Pools, Therapy Pools and Spas. The size, shape and setting of pools (including standard swimming pools, therapy pools and spas) must be carefully designed to be compatible with the surrounding natural and man-made environment. In locating swimming pools, therapy pools and spas, the following should be considered:
- A. Indoor/Outdoor relationships.
 - B. Setbacks imposed by the applicable building envelope.
 - C. Views both to and from the pool area.
 - D. Terrain (grading and excavation); and
 - E. Fencing and privacy screening.
- Pools, decks and related equipment will not be allowed outside of the building envelope area. Provided, however, pool decks may encroach into the setback area imposed by the building envelope if such deck is either at or within two (2) feet of natural grade and no closer than ten (10) feet to any lot boundary line. Pool and pool equipment enclosures must be architecturally consistent and harmonious with the residence and other structures on the lot in terms of their placement, mass and detail. Pools, decks and related equipment and pool and pool equipment enclosures shall be screened or treated so as to avoid distracting noise and views. No above ground pools are allowed.
- Section 16: Exterior Lighting. Exterior Lighting (which must be approved by the Board as part of the building plans and specifications) must be limited to areas within the building envelope (unless otherwise approved by the Board), must not result in excessive glare and must not interfere with the privacy of nearby dwellings, all as determined by the Board in its sole discretion.
- Section 17: Play Equipment. Unless elements of a planned park or playground, swing sets and similar outdoor play structures and equipment must be located where they will have a minimum impact on adjacent lots and where they will be screened from general public view. All play equipment must have Board approval before being erected. Basketball goal backboards must be constructed of clear, see through material. Solid colors will not be allowed. The basketball goal post must be located in the rear 50% of the yard, as measured from the mid-point of the dwelling on the side that the goal is to be constructed. In addition, the goal

should not face the street.

Section 18: Fences and Walls. Walls and fences shall be considered an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the lot. All wall and fence designs shall be compatible with the total surrounding environment. Special consideration must be given to design, placement impact and view of the wall or fence from neighboring Lots. Fences and walls shall be considered as design elements to enclose and define courtyards, pools, and other private spaces, provide security and related building forms to the landscape. Fences and walls must be run or curved where practical between existing trees to avoid unnecessary cutting of existing trees. The location, materials, size and design of all fences and walls must be approved in advance in writing by the Board prior to installation. Privacy fences or walls which inhibit visibility (i.e., whether a solid masonry wall or wood fence) are not permitted unless extremely unusual circumstances detect the need for one (i.e., lot backs up to highway). Walls shall be constructed of solid masonry or treated timbers, using the same materials as found in the architecture of the residence. Cross-tie timber walls may be used for retaining walls if set apart from the residence. Chain link (except approved tennis court fencing), chicken wire, or welded wire fencing will not be permitted. Once an approved fence or wall has been erected on a side lot boundary line which is a common boundary line with another lot, that approved fence or wall design and material (s) will be the only approved fence or wall design and material (s) that may be erected on that common lot line. No double fencing will be allowed on side or rear lot lines. Fencing must be constructed on wood, vinyl, or aluminum. Wood fencing may be painted white or left natural. Vinyl fencing must be white. Aluminum fencing must be black. Only picket or split rail style is permitted, (unless otherwise approved by the Board). Chain link fencing in any form is strictly prohibited (including dog pens/runs of any material.) Picket fencing may not exceed six feet (6') in height. Split rail fencing may not exceed four and one-half feet (4'6") in height. Fencing may have no more than eighty percent (80%) of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. Eighty percent (80%) of a fence surface shall be defined as follows: for every one inch (1") of board there must be 2" of space (for example, a five inch (5") wide board would require one inch (1") of space between boards, i.e. no perimeter fencing is allowed that completely blocks the view into the area being fenced. The maximum board width allowed on picket fencing is six inches (6"). The finished side of all fencing must face outward. Fencing may not be erected any closer to the street than the side and/or rear setback line on lots adjoining streets. (Consult your property survey for your setback lines). Fencing may NOT be erected on bermed areas of lots, i.e. no fence shall extend any higher on a berm than the "toe" (base) of the berm. Fencing may not be extended any closer to the street than the rear facade of a home, unless approved by the Board due to the existence of a side service entrance. Privacy fencing around decks and patios may be approved (fencing that does not comply with the eighty percent (80%) spacing requirements, but must comply with all other fencing guidelines. Similar fencing may be approved to screen HVAC units. Any such fencing may NOT connect to any perimeter fencing on the property.

Section 19: Remodeling and Additions. A lot owner desiring to remodel existing improvements and/or to construct additions to existing improvements is required to follow the Guidelines to the same extent as if such remodeling or addition were new construction. All criteria governing site location, grading and excavating, structures, roofs, landscape, colors and aesthetics will apply to remodeling and additions to the same extent as to new construction. An approval from the Board is required for remodeling and additions just as it is for new construction.

PRESERVATION OF EXISTING TREES

The existing trees in the subdivision are a prized natural amenity which add value to the community in a multitude of ways. The subdivision has exercised care to retain as much of the existing vegetation as possible in the design of the land plan for the subdivision; and it is expected that Lot Owners and home builders and contractors will continue to preserve and protect this valuable resource during the course of construction.

Section 1: Owner Responsibilities. Each Lot Owner shall be responsible for ensuring that such Lot Owners general contractors and subcontractors adhere to the requirements of the provisions in the landscape guidelines pertaining to the protection and preservation of existing trees.

MINIMUM PLANTING REQUIREMENTS

Minimum requirements for the initial landscape improvements to be installed on each lot within the subdivision have been devised to ensure that the high quality, visually appealing house styles and associated landscaping portray an aesthetically pleasing street scape image. Essential to this is a unified and consistent balance between the quality of the landscape improvements. Of course, as provided above, the Board may, from time to time and at the sole discretion of the Board, make revisions or amendments to all requirements and provisions in the Guidelines, including, without limitation, these minimum landscape improvements planting requirements.

<u>Plant Type</u>	<u>Lot Quantity</u>	<u>Size</u>
Street Trees (Must be Sugar Maple)	2	2" cal.
Evergreen Shrubs and Small Shrubs	12 total	3 gallon
Lawn Seed	All disturbed/graded areas other than plant beds or sod.	
Mulch/Pine Straw	All plant beds or natural areas.	

ARTICLE IV

- Section 1: Landscaping Maintenance. Each Owner shall at all times maintain the landscaping of each Lot in a neat and orderly manner, including without limitation, the mowing of grass, the removal of trash and debris, including without limitation, leaves and other natural debris (save and excepting in natural areas as may be designed by the Owner and which are harmonious to the subdivision).
- Section 2: Exterior Improvements. The construction, attachment or addition of a swimming pool, tennis court, TV or radio antenna, or residence, or repair, remodel or refinish of existing structures, must be submitted to the Board in the same manner and subject to the same control as the preliminary plans and specifications regarding the construction of the principal residence.
- Section 3: On-Street Parking. Each owner of a Lot shall provide upon the Lot adequate parking for each vehicle owned or maintained by a resident of a Lot, and no such vehicle shall be parked overnight upon the dedicated streets of the subdivision.
- Section 4: Boats, Recreational Vehicles and Commercial Vehicles. All boats, trailers, recreational vehicles, campers and commercial vehicles (commercial vehicles as used herein shall mean vehicles owned and/or principally used by the Owner or other residents of the principal residence located upon the Lot, and shall not refer to commercial vehicles located within the subdivision from time to time solely for the purpose of providing services to the residents of the subdivision) shall be parked upon a space prepared for such use by the Owner in the rear yard of each such residence, and in no circumstances shall any such boat, recreational vehicle, trailer, camper or commercial vehicle be parked on the dedicated streets of the subdivision or in the driveways that portion of a Lot to the rear of the structure erected on any such Lot and shall not include front or side yard areas. All such vehicles parked in rear yard shall be screened from visibility from the street and side yards of adjacent property owners.

ARTICLE V

GENERAL PROVISIONS

- Section 1: Enforcement. The Declarant, any Owner, or any other person, firm or corporation owning any interest in a Lot, and HOA established by the Declarant, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure to any such party to enforce any such covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2: Severability. Invalidation of any one of these covenants, conditions or restrictions by Judgment or Court Order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.
- Section 3: Effective Period. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of Lots for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions and restriction shall be automatically extended for successive periods of ten (10) years until terminated as hereinafter provided. The reserved easements shall permanently run with the Lots.
- Section 4: Amendment and Termination. This Declaration may be altered, modified, cancelled or changed at any time in any manner by a written document executed by the Declarant, together with the Owner or Owners of a majority of the Lots (Declarant's signature shall be necessary whether or not the Declarant shall own any Lot or Lots at the time of execution, and Lots owned by Declarant shall be included as to the execution by a majority of Lot Owners). Any such amendment must be recorded in the Mecklenburg County Public Registry and shall not be effective until so recorded. After the initial twenty-five (25) year term hereof, this Declaration may be modified or terminated by a vote of the Owners of a majority of the Lots.
- Section 5: Excluded Properties. Nothing contained herein shall be construed to impose any restrictions on or easements in any land or property owned by the Declarant, other than the subdivision referred to hereunder.

- Section 6: Enforcement of Expenses as a Lien Upon Property. All costs incurred by the Declarant, HOA or the Board in the enforcement of the terms and conditions hereof, including court costs, costs of correcting deficiencies by any Owner of a Lot or Lots, and reasonable attorneys fees in the enforcement hereof, shall be a personal liability of the Owner or Owners of such Lot or Lots subject to the enforcement or correction hereunder, and furthermore, such costs and fees shall be a lien upon the Lot of the Owner, and each Owner agrees to accept such personal liability and the lien enforcement rights of the Declarant, HOA, and the Board by acceptance of a Deed to any Lot or Lots in the subdivision.
- Section 7: Headings. Article and Section headings are inserted for convenient reference, and are not to be construed as substantive parts of the paragraphs to which they refer.
- Section 8: Homeowners Association. The Declarant reserves the right, without joinder or any Lot owner, to execute an record a supplemental declaration of covenants, conditions and restrictions, establishing the rights and obligations of lot owners in relationship to the Homeowners Association that may be formed by the Declarant, and each Grantee accepting a Deed to a Lot or Lots as shown on the Map, shall be bound by such supplemental declaration, and shall, upon the request of the Declarant, join in the execution of any such supplemental declaration. In the event the Declarant shall elect to supplement this Declaration of Covenants, Conditions and Restrictions by establishing a homeowners' association, the terms and conditions of such association shall be governed in part by the following:
- A. Voting Rights. Class "A" Lots shall refer to undeveloped lots proposed to be developed and developed lots owned by H.C. Grimmer Development Co., L.L.C. or its affiliates or assigns. Each Class "A" Lot shall have three (3) votes per lot.
Class "B" Lots shall refer to developed lots owned by builder (s) or individual property owners.
Class "B" Lots shall have one (1) vote per lot.
- B. Assessments. The initial assessment shall be no more than Fifty and no/100 dollars (\$50.00) per quarter. There shall furthermore be an unlimited right to increase the assessments or to provide for special assessments upon the consent on a simple majority of the lot owners.
- C. Capital Contributions. At the time of the formation of the HOA, there will be a one time Capital Contribution of \$200.00 per Class "B" Lot, (individual owners), in addition to the yearly assessment. Any Class "A" lots that convert (after the HOA is formed), to Class "B" lots will be assessed this one time assessment of \$200.00 upon the conversion of said lot (the closing or purchasing of the lot by an individual).
- Section 9: Transfer of Declarant's Vested Interest. Declarant, at Declarant's sole discretion, may at any time after Declarant no longer has a majority vested interest (lot ownership) transfer Declarant's responsibilities contained herein to existing and future property owners or to any existing neighborhood homeowners association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be duly executed under seal on the day and year first above written.

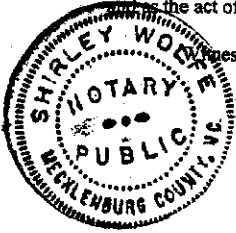
H.C. Grimmer Development Co. LLC

By: H. Craig Grimmer
Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

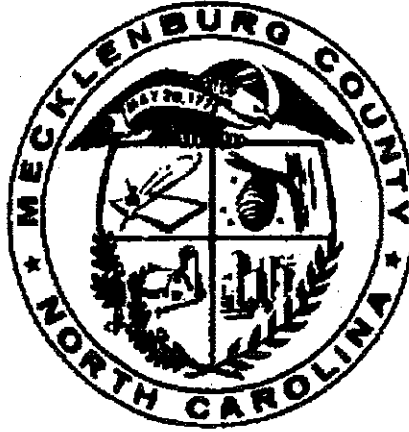
I, Shirley Wolfe, a Notary Public in and for Mecklenburg county in said state do hereby certify that H. Craig Grimmer personally appeared before me on this day and acknowledged that he is Managing Member of H.C. Grimmer Development Co. LLC and that by authority duly given as the act of the LLC, the foregoing instrument was signed in its name by its Managing Member.

In witness my hand and official seal, this 2 day of June, 2000.



Shirley Wolfe
Notary Public

My commission Expires: 3-21-08



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

Filed For Registration: 06/18/2004 03:56 PM
Book: RE 17368 Page: 754-765
Document No.: 2004134691
RESTR 12 PGS \$44.00
NS: \$25.00
Recorder: LYVANH PHETSARATH

State of North Carolina, County of Mecklenburg

The foregoing certificate of SHIRLEY WOLFE Notary is certified to be correct. This 18TH of June 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: Valerie F. White
Deputy/Assistant Register of Deeds

A NS (non standard) fee is in accordance with NC G.S. 161-10 (a) (18b)



2004134691

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 APR 07 03:41 PM
BK:20259 PG:903-905 FEE:\$17.00
INSTRUMENT # 2006066580



SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE OAKS AT OXFORDSHIRE, PHASE 4, MAP 1
DATED
APRIL 1, 2006

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE OAKS AT OXFORDSHIRE, PHASE 4, MAP 1

THIS SUPPLEMENTARY DECLARATION made this 1st day of April, 2006
By H. C. Grimmer Development Co., L.L.C., a North Carolina Limited Liability Company
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, H. C. Grimmer Development Co., L.L.C., a North Carolina Limited Liability Company has heretofore executed the declaration of covenants, conditions and restrictions for The Oaks at Oxfordshire, filed for record in Book 17368 at pages 754 thru 765 the Mecklenburg County Public Registry, hereinafter referred to as the "declarations",

WHEREAS, Declarant desires to encumber additional property with the identical covenants and restrictions as set out above;

NOW THEREFORE, the Declarant hereby publish and declare that all of the land more particularly described below is made subject to the declarations and all the terms and conditions thereof. The additional land hereby annexed is more particularly described as follows:

Located in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of the lots and the property designated on a map as The Oaks at Oxfordshire, Phase 4, Map 1, recorded in the map book 45 at page 449 in the Mecklenburg County Public Registry.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this supplementary declaration to be executed under seal on the day and year first above written.

H. C. Grimmer Development Co., L.L.C.

by: H. Craig Grimmer
Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Shirley Wolfe, a Notary Public in and for said county and state, do hereby
certify that H. Craig Grimmer of H.C. Grimmer Development Co., L.L.C. a North
Carolina Limited Liability Company, personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, the 1st day of April, 2006.

March 21, 2008
My Commission Expires

Shirley Wolfe
Notary Public



DRAWN BY AND
MAIL TO:

H.C. Grimmer Development Co., L.L.C.
PO Box 1278
Matthews, NC 28106



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 04/07/2006 03:41 PM
Book: RE 20259 **Page:** 903-905
Document No.: 2006066580
RESTR 3 PGS \$17.00
Recorder: MAXINE HAITH



2006066580