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STATE OF NORTH CAROLINA 1969 JUN 9 PM 3 14

COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT
RECORDING DEPT.
MECKLENBURG CO. N.C.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being all persons owning or having any interest in that certain land comprising the development known as Stratfordshire located in Providence Township, Mecklenburg County, North Carolina, and being all of the property as shown on that certain map recorded in the Mecklenburg County, North Carolina Public Registry in Map Book 14 at Pages 449 and 451, do hereby declare that henceforth said property shall be subject to the following covenants and restrictions until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(1) All of the lots shall be known and designated as residential lots and no re-subdivision thereof shall be effected resulting in residential lots having an area of less than 20,000 square feet.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars; and other outbuildings incidental to residential use of the plot; provided, ~~that said David M. Neill, Inc. may permit the erection of a stable for horses subject to the approval of location and design.~~

(2) No building shall be erected, placed or altered on any of said residential plots until the building plans, specifications and plat showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by David M. Neill, Inc., or its successors and

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assigning. In the event said David M. Neill, Inc., or its successors and assigns, fails to approve or disapprove such design and location within ten days after said plans and specifications have been submitted to it, or if the improvements are completed without the filing of a lis pendens in the office of the Clerk of Superior Court of Mecklenburg County, North Carolina, such approval will not be required and this covenant will be deemed to have been fully complied with. David M. Neill, Inc., or its successors and assigns, shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said David M. Neill, Inc., or its successors and assigns, shall cease on and after the expiration date of these covenants. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the said powers previously exercised by said David M. Neill, Inc., or its successors and assigns.

(3) No residence or dwelling shall be located on any residential plot nearer than the building line shown on recorded map. In any event, no building shall be located nearer to the front property line than fifty feet. No building shall be located on any residential plot nearer than ten feet to the side lot lines. The ten foot restriction shall not be so construed as to result in a violation of the side line restriction in the event of a building being located within ten feet of the side lines of the lots shown on the aforesaid map, i.e. by re-subdivision new side lines fall outside the restricted area.

PROVIDED, however, said David M. Neill, Inc., or its successors and assigns, do hereby granted and conveyed, and does hereby reserve the right to amend or alter the restrictions contained in this paragraph so as to provide

for minor violations thereof. The term "minor violations" shall not be interpreted to include any violation in excess of ten percent (10%) of the minimum restriction. Such amendment or alternative may be made only by the written consent of said David M. Neill, Inc., or its successors and assigns, and the owner or owners for the time being of the plot or plots upon which such restrictive covenants are to be changed.

(4) No noxious or offensive trade or activity shall be carried on upon any residential plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No fence or other obstructions (not including the main residence) exceeding 34 inches in height shall be nearer the front and side streets than the setback distances shown on recorded plat plan of property.

(6) No trailer, basement, tent, shack, garage, barn or out-building erected on any residential plot shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) No dwelling costing less than \$20,000.00 may be erected. Single story residences shall contain a minimum of 2,000 square feet of heated floor area. Residences of more than one story, including split level residences shall contain a minimum of 2,200 square feet. Any duplex erected on this property shall contain a minimum of 3,000 square feet of heated area.

(8) No signboards of any description shall be displayed on any of said residential plots except signs "For Rent" or "For Sale" which signs shall not exceed 15 inches by 20 inches.

(9) No building shall be placed nor shall any material or refuse be placed or stored on lot within 20 feet of the property line of any park or edge of any open water course, except that cleanfill may be placed nearer to the residential plot line provided the natural water course is not altered or blocked by such fill.

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(10) Oil drilling, oil development operations, or testing, or mining operations of any kind, or quarrying, shall not be permitted upon or in any of the residential lots in the tract described herein, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any of the lots within the subdivision.

(11) Nothing herein shall be construed as imposing any restrictions upon any property not herein specifically described. If the parties hereto, or any of them or their heirs, or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 5th day of June, 1969.

Lewia H. Nathan, Jr.
Lewia H. Nathan, Jr., Agent

DAVID M. NEILL, INC.
By *David M. Neill*

Fred W. Funderburk
Fred W. Funderburk

Johnnie F. Telling
Johnnie F. Telling

Lewia H. Nathan, Jr.
Lewia H. Nathan, Jr., Trustee

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Barbara W. Spohnmeyer, a Notary Public for
said County and State do hereby certify that Lewis W. Parham, Jr., personally
appeared before me this day and acknowledged the due execution of the fore-
going instrument.

Witness my hand and notarial seal, this 14th day of
July, 1969.

Barbara W. Spohnmeyer
() Notary Public

My Comm. Exp: 11-5-69

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Barbara W. Spohnmeyer, a Notary Public
for said County and State do hereby certify that Fred W. Bunderburk personally
appeared before me this day and acknowledged the due execution of the fore-
going instrument.

Witness my hand and notarial seal this 5th day of
June, 1969.

Barbara W. Spohnmeyer
Notary Public
My Comm. Exp: Nov 15 1970

FOR REGISTRATION JUL 17 4 01 PM
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
BOOK 11332 PAGE 31 OF 39 PM
INSTRUMENT # 200607582
FEE \$34.00

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TRAFALGAR PLACE**

THIS DECLARATION is made as of this 26th day of May, 2000, by ROBERT A. RUCHO, referred to in this instrument as "Developer."

STATEMENT OF PURPOSE

Developer is the owner of those certain parcels of land which are known as Trafalgar Place located in Mecklenburg County, Matthews, North Carolina, more particularly described on those plats prepared by Griffin Surveyors Services, P.A., and recorded in Map Book 33 at Page 241 in the Mecklenburg County Public Registry (the "Submitted Property").

It is in the best interest of Developer, as well as to the benefit, interest and advantage of each person or other entity later acquiring any property in Trafalgar Place that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land

DECLARATION

In consideration of the premises and for the purposes stated, Developer hereby declares that all of the Submitted Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (all of which are collectively referred to in this instrument as "restrictions"), which restrictions shall be construed as covenants running with the land and shall be binding on all parties having any right, title or interest in the described real property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Drawn by and Mail to: Cheryl D. Steele
Horack, Talley, Pharr & Lowndes, P.A. (Box 194)
2600 One First Union Center
301 South College Street
Charlotte, North Carolina 28202--6038

#106396.1

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (1.1) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Trafalgar Place but excluding those having such interest merely as security for the performance of an obligation.
- (1.2) "Property or Properties" shall mean the Submitted Property and such real property as may subsequently be brought within the jurisdiction of the Association.
- (1.3) "Lot" shall mean any numbered plot of land to be used for residential purposes shown upon any recorded subdivision plat of the Properties subject to this Declaration.
- (1.4) "Developer" shall mean and refer to Robert A. Rucho and his successors and assigns.
- (1.5) "Person" shall mean a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.
- (1.6) "Trafalgar Place" shall mean the Submitted Property, together with such additions thereto as may from time to time be designated by Developer in accordance with Article II hereof, whether or not such additions are contiguous with or adjoin the boundary lines of the Submitted Property.
- (1.7) "FHA and VA" shall mean and refer to the Federal Housing Administration, U.S. Department of Housing and Urban Development, and the Veteran's Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.
- (1.8) "Builder" shall mean any person or firm in the business of building and selling homes to individuals and selected by Owner and approved by Developer to construct homes upon the Property.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

(2.1) The Submitted Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration. Only the Submitted Property is hereby made subject to this Declaration; provided, however, Developer shall have the right to subject other real property to these restrictions as provided in Section 2.2.

(2.2) ~~Without~~ Further assent or permit, Developer hereby shall have the right within seven (7) years from the date of this Declaration, exercisable from time to time, to subject other real property within one square mile of the Submitted Property in order to extend the scheme of this Declaration to other property to be developed as part of Trafalgar Place and thereby bring such additional properties within the jurisdiction of the Association (provided that the FHA and the VA determine that the annexation of such area is in accord with Developer's general plan of development of Trafalgar Place as previously approved by them, if such determination and approval are necessary).

(2.3) Any addition of real property shall be made by filing of record one or more Supplemental Declarations in respect to the property to be then made subject to this Declaration, and the jurisdiction of the Association shall thereby then extend to such property and subject such addition to the assessments provided in this instrument for a just and proportionate share of the Association's expenses. Each Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

(3.1) Architectural Control Committee. Developer shall have the responsibility of enforcing the restrictions set forth in this Article or appoint an Architectural Control Committee to enforce the restrictions. Reference herein to the Committee shall mean the Developer until such Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subject to this Declaration with the exception of that Lot currently owned by Developer containing 1.517 acres and described on Exhibit A attached hereto and incorporated herein which shall not be subject to the architectural requirements and building code requirements contained herein.

(3.2) Approval of Plans, Specifications, and Construction. In addition to the requirements imposed by all applicable governmental agencies governing the issuance of

building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Committee as provided in this Section.

(a) Prior to commencing any construction on a Lot and, in any event, no later than one (1) year after the date of purchase of the Lot, the Owner thereof shall submit to the Committee all building plans and specifications (the "Plans") covering such construction. The Plans shall contain the following: (i) foundation plans, (ii) floor plans of all floors, (iii) elevation drawings of all exterior walls, (iv) roof plan, (v) plot plan showing location and orientation of all structures (including accessory buildings) proposed to be built on the Lot with the setback lines set forth herein drawn in, (vi) the square footage of the proposed structures, (vii) landscaping of the Lot showing any changes proposed to be made in the elevation or contour of the Lot, (viii) the location of and materials for any driveway, and, where the driveway is to cross a drainage ditch adjacent to any roadway, the installation of the culvert and covering to be used under the proposed driveway and (ix) samples or appropriate description of materials and exterior colors.

(b) At the time of the submission of the Plans, the Owner shall submit the name of the proposed Builder who shall be first approved by the Committee prior to use by the Owner. The Owner shall also submit samples of all proposed building materials as may be requested by the Committee.

(c) The Committee shall have the absolute and exclusive right to refuse to approve the proposed Plans or make recommendations for modifications in the Plans. In passing upon such Plans and samples, the Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, the quality of the proposed workmanship and materials, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots. If the Committee approves the construction of such improvements, it shall issue a certificate evidencing such approval.

(d) Upon completion of approved construction, the Committee shall inspect the construction to insure that the approved Plans and samples were complied with by the Owner. No structure may be occupied or used until the issuance by the Committee of a certificate of compliance. The certificate of compliance shall be issued by the Committee without fee; provided, however, that in the event that the Committee's first inspection of the construction reveals deviations or deficiencies from the approved Plans and samples, the Committee may charge a fee as it determines for every subsequent inspection which is necessary to insure compliance with the approved Plans and samples. Any such fee must be paid before the issuance of the compliance certificate.

(3.3) Approval of Plans and Architectural Control Committee. After the initial construction of the dwelling on a Lot has been completed by a Builder, no construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall, drive or walkway, or exterior color change, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been mailed to the Architectural Control Committee by certified mail with return receipt requested and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, further approval will not be required and this Article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Architectural Control Committee. The Architectural Control Committee shall be entitled to stop any construction in violation of these restrictions.

(3.4) Residential Use. All Lots shall be used for residential purposes only for a single family. No Owner shall use or cause or permit his Lot to be used for any business, commercial, manufacturing or mercantile use or purpose, or for any other non-residential use or purpose. No structure shall be erected, altered, placed or permitted to remain on any Lot exceeding two and one-half stories in height and a private garage for not more than four (4) cars and other outbuildings incidental to residential use of the Lot.

(3.5) Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants in Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress and egress in the event of fire, earthquake or other emergency.

(3.6) Trees. Builders are required to reasonably preserve the trees located upon the Lots and must obtain approval from the Architectural Control Committee to remove more than fifty (50) percent of the trees located upon a Lot.

(3.7) Garages and Parking. Garages must be located on the side or rear of the residence as determined by the Architectural Control Committee. Boats, trailers, recreational vehicles, campers, camper trucks or commercial vehicles shall not be parked,

stored or left in any driveway or on any other part of a Lot unless the same are fully enclosed within the garage located on the Lot and shall not be parked or abandoned on any public or private street or road within the Property. This restriction shall not apply to sales trailers, construction trailers or other vehicles which may be used by Developer and his agents and contractors or Builder in the conduct of their business as determined by the Architectural Control Committee. No boat, truck, trailer, premanufactured home, camper, recreational vehicle or tent shall be used as a living dwelling area upon a Lot. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of an emergency. No unlicensed, wrecked or inoperable vehicle may be left on the Lot outside an enclosed structure. Each Owner shall provide space for parking (2) automobiles on his Lot prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Committee.

(3.8) Antennas and Dishes. No radio or television transmission or reception towers, antennas, dishes or discs shall be erected on any Lot except that one dish or disc not exceeding two feet in diameter shall be permitted subject to the following limitations:

- (a) dishes or discs may not be located in the area between the street right-of-way and the front corner of the house or, if a corner Lot, in the area between the side street right-of-way line and the minimum building setback line shown on the recorded plat;
- (b) dishes or discs must be screened from view from all public street right-of-ways; and
- (c) in all events the location of any dishes or discs and the proposed method of mounting and screening the same must be approved in writing by the Architectural Control Committee.

(3.9) Laundry. No laundry or wash shall be dried or hung upon the exterior of any Lot or any place visible within the Property from outside such Lot.

(3.10) Architectural Requirements. Ninety percent of the houses located within the property must be constructed of brick or masonry. The mailbox and paper holder on a Lot shall be mounted on a three-inch rod steel post. The mailbox shall be a No. 1-1/2 size rule mailbox (21 inches long by 11 inches high by 8 1/4 inches wide). The newspaper holder shall be a six inch round holder mounted under the mailbox. A No. 657-S pineapple design knob shall be used on top of the post and No. 40 portable design shall be mounted near the newspaper holder. Boxes and post shall all be painted black and 2 1/4 by 1 1/2 inch

bold numbers with durable adhesive shall be applied on the newspaper holder. Specifications shall be provided to each Owner. Lots shall be planted with standard size plantings along the front of the dwelling to screen the foundation. No above ground storage tanks shall be erected or installed on a Lot.

All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot.

All structures approved by the Committee must be completed within one (1) year after the receipt of such approval; provided, however, the Committee may waive this requirement if construction delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of construction within such time impossible.

All driveways, turning areas and parking areas shall be asphalt or concrete surfaced (as determined by the Committee) and the surfacing must be completed prior to the occupancy of any dwelling on the Lot. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot. The installation of the culvert and any covering must be approved by the Committee.

(3.11) Exercise Equipment. All swing sets, basketball goals and similar equipment must be located within the building setback lines in the rear yard.

(3.12) Removal of Objects. The Developer, his successors or assigns, without notice, may remove any obstructions of any nature located within road rights-of-ways (including, but not limited to, trees, shrubs, fences, basketball goals and mailboxes) which, in the opinion of the Developer, his successors or assigns, either might produce a hazard or might interfere with the ability or willingness of the Town of Matthews (or agency or department thereof) to take over the responsibility for maintenance of the roads.

The Developer, his successors and assigns, shall have the right, in his sole discretion, to charge the actual cost of removing obstructions to the Lot Owner who directly or through his agents, contractors or invitees cause or permitted the obstruction to be placed in the road right-of-way, and such Lot Owner shall indemnify and save the Developer, his successors or assigns, harmless from all liability, claims, damages and expense imposed upon the Developer, his successors or assigns, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way. In the event that the Lot Owner responsible for such charge or liability as aforesaid fails and refuses, after demand by the Developer, his successors or assigns, to pay said charge or liability,

then the Developer, his successors or assigns, shall have a lien against said Lot and may enforce collection of the charge or liability, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said Lot or dwelling unit.

(3.13) Building Line Requirements. No building shall be located nearer to the front property line than the front building setback line as shown on the recorded maps of the Property, and no building shall be located nearer to the side street line than the side street setback line shown on the recorded maps of the Property. It is provided, however, that eaves, steps, stoeps, porches and chimneys shall not be considered a part of the building for purposes of interpreting this paragraph of this Declaration. Minimum setback lines which may be shown on any recorded plat of the Properties are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment of his/her Lot. Any deviation from the building line requirements not in excess of ten (10) percent thereof shall not be construed as a violation of the building line requirements. No dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than 3,000 square feet.

(3.14) Landscaping. Each Owner shall have completed lawnseeding and foundation plantings in and around the structure within two (2) months of issuance of the completion certificate for the structure as provided herein; provided, however, the Committee may waive this requirement if delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion within such time impossible.

(3.15) Walls, Fences and Hedges. No fence, hedge or wall of any type or kind shall be erected or maintained on a Lot except as may be approved by the Architectural Control Committee. No metal fences, except for a 2 x 4 wire mesh inside of an approved wooden fence to contain pets, are allowed on a Lot. No solid fence is allowed on the perimeter of any Lot. All perimeter fences on a Lot must be rail type or picket fences with at least 50% of surface area open. Privacy fences are permitted around pools or patios with a maximum height of six (6) feet.

(3.16) Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shed, tent, garage, carport, or any other structure of a similar nature shall be used as a residence either

temporarily or permanently. Provided, however, this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during construction for such purposes as Developer deems necessary. No solar panels, solar collectors or other solar power apparatus shall be allowed on any Lot. No metal storage buildings, metal sheds, metal trailers or metal garages shall be permitted on any Lot. All other types of storage buildings, sheds, trailers or garages shall not be allowed on a Lot unless approved by the Architectural Control Committee as described in Paragraph (3.2) above.

~~(3.17) Animals and Pets.~~ No animals, livestock or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and cats which shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age, which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose. All household pets shall be kept under Owner's control so as not to be a nuisance to other Owners as determined by the Developer. If Developer finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Developer may require that such animal be removed from the Property. Birds shall be confined in cages.

(3.18) Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot or Common Area with the exception of a single sign "For Rent" or "For Sale," which sign shall not exceed two feet by two feet in dimension and shall refer only to the premises on which displayed and there being only one sign to a Lot, without the prior written approval of the Architectural Control Committee. Notwithstanding the above, the Developer may erect and place permanent and temporary signs on or above any unsold Lot. Developer shall also have the right of ingress, egress and regress over the aforesaid Lots in order to maintain and replace any such signs until 100% of the Lots have been sold.

(3.19) Nuisances. No offensive or illegal activity shall be carried on upon the streets or any Lot, nor shall anything be done thereof which is or may become an annoyance or nuisance to any other Owner. Builders must keep the streets clean and the Lots free of debris during construction of residences and 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 such Lot to appear in any unclean or untidy condition or that is unsightly; nor shall any substance, thing or material be kept upon any Lot that will emit a foul odor or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked, unlicensed or inoperable vehicles, boats and/or trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep his Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to Developer, the Developer may, through its agent or representative, five days after posting a notice on such Lot or mailing a notice to the Owner thereof at his property requesting the Owner to comply with the requirements of this paragraph, enter and remove all such unsightly objects, debris or other vegetation at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Developer in the enforcement of this paragraph promptly upon demand. No such entry as provided herein shall be deemed a trespass.

(3.20) ~~Clotheslines, Garbage Cans, Etc.~~ All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept, in an enclosed structure so as to conceal same from the view of neighboring Owners and Streets. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

(3.21) Maintenance.

(a) ~~Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of the Lot subject to such reasonable requirements as may from time to time be established by the Developer to insure the continuity and harmony of exterior design of Trafalgar Place.~~

(b) All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks or other exterior improvements. In the event an Owner or Builder shall fail to maintain the premises and the improvements thereon in a manner satisfactory to the Developer, the Developer may, through its agent or representative, enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements thereon. The Owner shall be personally liable to the Developer for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot. Such entry as provided herein shall not be a trespass, nor shall the Developer be liable for doing anything reasonably necessary or appropriate in connection with enforcing out those provisions, provided such entry shall be at reasonable times and places, so as not to interfere with the right of quiet enjoyment of the individual Lot Owner.

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(c) Owners by their Builders shall indemnify Developer for any damage caused to the Property by their Builders during construction upon their Lot.

(3-22) Above Ground Swimming Pools. No above ground swimming pools, shall be erected or installed upon any Lot.

(3-23) Decorative Structures. No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front or side yards of any Lot without the written approval of the Architectural Control Committee.

ARTICLE IV: EASEMENTS

(4.1) General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat or plats of survey upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot which will interfere with rights and use of any and all easements shown on said recorded plat.

(4.2) Utility and Drainage. An easement on each Lot is hereby reserved by Developer for itself and its successors and assigns along, over, under and upon a strip of land ten feet (10') in width parallel and contiguous to the rear or back Lot line of each Lot and easements five feet (5') in width over, under and along the side lot lines of each Lot, in addition to such other easements as may appear on a recorded subdivision plat for Trafalgar Place. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements except for party walls located on a portion of the side line or lines of a Lot. The easement area of each and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to Owner, Developer may exercise the right to remove obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, Developer reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement

areas reserved without first obtaining the prior written consent of Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from Developer.

(4.3) Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Developer and all similar persons to enter upon the Properties on any portion thereof, in the performance of their respective duties.

ARTICLE V. GENERAL PROVISIONS

(5.1) Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any Lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

(5.2) Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

(5.3) Amendments and Termination. This Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter may be terminated by an instrument signed by not less than seventy-five percent (75%) of the Owners. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least 67% of the Owners and the consent of the Developer; provided, however, that the Developer may amend this Declaration to correct minor and clerical errors, as determined by the Developer, without approval of Owners and should the FHA, VA, Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) subsequently delete any of their requirements which necessitate certain provisions of this Declaration or make any such requirements less stringent, the Developer, without approval of Owners, may amend this Declaration to reflect such changes. Any such amendment or termination shall not be effective until an instrument evidencing such change has been filed of record in the Mecklenburg County Public Registry.

(5.4) Enforcement. If any Owner shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for an action to

recover sums due, for damages or injunctive relief, or both, maintainable by the Developer, the Architectural Control Committee, or, in a proper case, by an aggrieved Owner. Any failure by Developer, the Architectural Control Committee or any other Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidity of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(5.5) ~~Headings~~: Headings are inserted only for convenience and are in no way to be constructed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

(5.6) Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer and the Architectural Control Committee reserve the right (by and with the mutual written consent of the then Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

(5.7) Severability: The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed under seal on the day and year first above written.

DEVELOPER

Robert A. Rucho by Theresa Rucho
Robert A. Rucho by Theresa Rucho his attorney
of fact

*his attorney
of fact.*

NORTH CAROLINA
MECKLENBURG COUNTY

I, Barbara C. Clyde, a Notary Public for said County and State, do hereby certify that Theresa Rucho, attorney in fact for Robert A. Rucho, personally appeared before me this day, and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of the said Robert A. Rucho, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of The Register of Deeds in the County of Mecklenburg, State of North Carolina on the 21st day of May, 2000, in Book 113 & 2, Page 1058 and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney.

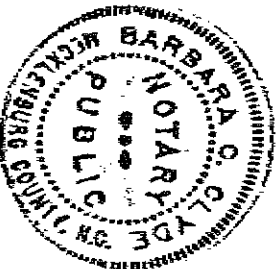
I do further certify that the said Theresa Rucho acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Robert A. Rucho.

Witness my hand and official seal, this 26th day of May, 2000..

(Notary Seal)

Barbara C. Clyde
Notary Public

My Commission Expires: 04/21/2004

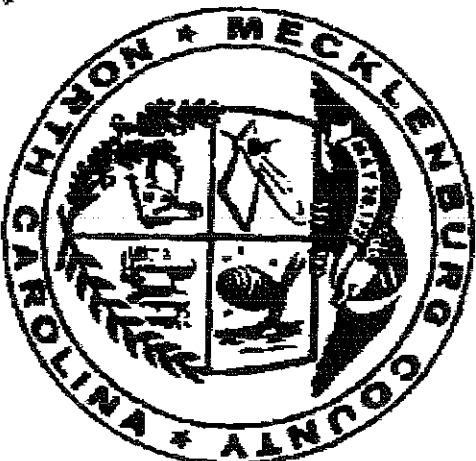


Document

EXHIBIT A

Lydie and Being in the Town of Matthews, Mecklenburg County, North Carolina and more particularly described as follows:

~~BEGINNING~~ at a point being located the following three courses and distances from an existing iron pin lying within the southern margin of that property conveyed to Robert A. Ruchto in Deed Book 4966 at Page 459 in the Mecklenburg County Public Registry, said iron pin also lying within the easterly margin of the sixty foot right-of-way known as Trafalgar Place: 1) North 83-20-17 West 5.0 feet to a point in the easterly margin of a proposed fifty foot right-of-way; 2) running along the easterly margin of a proposed fifty foot right-of-way with the arc of a curve to the left having a length of 48.89 feet, a radius of 430.32 feet and chord bearing and distance of North 03-17-59 East 48.86 feet to a point; and 3) continuing with an arc of a circular curve to left having a length of 58.75 feet, a radius of 125.0 feet and chord bearing and distance of North 13-25-10 West 58.21 feet to a point. Thence running from said Beginning point along the easterly and southerly margins of the aforesaid proposed fifty foot right-of-way the following five courses and distances: 1) North 26-53-06 West 173.16 feet to a point; 2) with an arc of a circular curve to the right having a length of 193.80 feet, a radius of 95.0 feet and a chord bearing and distance of South 31-33-20 West 161.90 feet to a point; 3) North 89-59-45 East 125.82 feet to a point; 4) with the arc of a circular curve to the right having a length of 22.43 feet, a radius of 30.0 feet and a chord bearing in distance of North 68-35-14 West 21.91 feet to a point; and 5) with the arc of a circular curve to the left having a length of 33.64 feet, a radius of 45.0 feet and a chord bearing and distance of South 08-35-14 East 32.86 feet to a point, thence leaving the southerly margin of the proposed fifty foot right-of-way and running with a new line South 00-00-15 East 306.02 feet to a point, thence South 88-29-01 West 30.77 feet to a point, thence North 00-04-54 East; 67.25 feet to a point, thence North 80-32-42 West 43.78 feet to a point, thence South 79-23-18 West 50.31 feet to a point, thence South 63-06-54 West 67.24 feet to the point and place of Beginning and containing 1.517 acres as shown on Preliminary Subdivision Survey for Trafalgar Place, dated September 22, 1999, and prepared by Griffin Surveying Services, PA for a more particular description of said Property.



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

Filed For Registration:

06/31/2000 02:59 PM

Book:

RE, 11322 Page: 861-676

Document No.:

2000075821

RESTR. 16 PGS \$36.00

Recorder:

LINDA PERAULT

State of North Carolina, County of Mecklenburg

The foregoing certificate of BARBARA C. CLYDE Notary is certified to be correct. This 31 ST of May 2000

JUDITH A. GIBSON, REGISTER OF DEEDS BY: *Linda A. Perault*
Deputy/Assistant Register of Deeds



2000075821