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STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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DECLARATION OF RESTRICTIONS
(THE GROVE AT OAK PARK)

CHARLES B. BOSS
REGISTERED OF DEEDS
CABARRUS COUNTY, NC

THIS DECLARATION OF RESTRICTIONS is made this 5th day of December, 1996, by and between LANDCRAFT PROPERTIES, INC., a North Carolina corporation (hereinafter "Declarant"), and any and all persons, firms or corporations subsequently acquiring any of the property hereinafter described.

STATEMENT OF PURPOSE

Declarant is developing that certain residential subdivision containing 239 single family residential lots (hereinafter the "Lots") known as OAK PARK, a portion of which is shown on that certain plat thereof recorded in Map Book 30 at Page 30 in the Cabarrus County Public Registry (hereinafter the "Development"). Declarant desires to restrict the use and occupancy of a portion of the Lots which shall comprise a section of the Development more commonly known as "THE GROVE AT OAK PARK" (hereinafter referred to as the "GROVE Lots"), in accordance with a general plan of development as hereinafter set forth for the protection of The Grove Lots and the future owners thereof.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors and assigns, hereby agrees with any and all persons, firms or corporations acquiring any Grove Lots in the Development which are more particularly described as Lots 1 through 25, and 76 through 82 inclusive, on that certain map of The Grove recorded in Map Book 30 at Page 30 in the Cabarrus County Public Registry, and that the same shall be, and are hereby, subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof.

1. Storage Areas. All storage areas and facilities on all Lots must be screened and hidden from view.
2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded maps referenced herein, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line than may be permitted by the Cabarrus County or any other applicable zoning ordinances.

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

Drawn by and Mail to: LandCraft Properties, Inc.
227 W. Trade Street, Suite 2370
Charlotte, N.C. 28202

BOOK 1767 PAGE 143

3. New Construction Materials. 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. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures in the section of the development called THE GROVE.
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 incidental 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. The construction and maintenance of "garage apartments" on any Lot is expressly prohibited.

Notwithstanding the foregoing, a Lot may be used by a professional homebuilder as a "model home" and for sales or marketing purposes so long as such professional homebuilder owns at least one other Lot on the property in the development upon which is built, is being built, or is planned to be built, a home for sale to third parties.

5. Subdivision of Lots. No person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of the Declarant.
6. Minimum Size of Dwelling. Single-family dwellings shall contain not less than one thousand (1,000) square feet of finished floor area. The minimum finished floor area herein referred to shall not include basements, attached or detached garages, unheated areas, carports or open porches.

Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this Section.

7. Outbuildings and Similar Structures. No trailer, camper or other structure of a temporary nature shall be erected or allowed to remain upon any Lot and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently upon any Lot; provided, however, that this Section shall not be construed to prevent any party building a structure upon any Lot to erect or maintain temporary structures on such Lot during construction.
8. Nuisances and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall

BOOK 1767 PAGE 144

anything be done thereon which may be or become an annoyance to the neighborhood. No person may keep any animal upon any part of the Lot except that any owner then occupying a residence upon a Lot may keep customary household pets upon such Lot provided that such pets are not kept, bred or maintained for any commercial purposes or in such a manner as to become a nuisance to the other owners or residents of the subdivision.

9. Maintenance of Lots. Each Lot 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. No clothesline may be erected or maintained on any Lot. 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, 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 or other debris for collection by governmental or other similar garbage and trash removal units.
10. Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.
11. Fences. No fence or wall shall be erected on any Lot closer to the street than the front of the building facade except for temporary decorative fencing installed by the builder on a model home. Perimeter fencing and privacy fencing around patios, decks or pools may not exceed six (6) feet in height. Chain link or other metal fencing is expressly prohibited, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard.
12. Easements. A perpetual easement is reserved over the rear ten (10) feet of each Lot for utility installment and maintenance and/or as shown on the recorded map. A perpetual easement is reserved over the side five (5) feet and rear ten (10) feet of each Lot for public storm drainage and/or as shown on the recorded map. Within any such easements above provided for, no other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or

BOOK 1767 PAGE 145

which may obstruct or retard the flow of water through drainage channels in the easements.

13. Metal Garages, Carports, Building and Accessory Structures. No metal carport or metal garage or metal building or metal accessory structure of any kind shall be erected on any Lot or attached to any residence located on the Lot.
14. Parking of Vehicles. No commercial truck over one ton capacity, school bus, camper trailer, boat or boat trailer, recreation vehicle, or any other vehicle deemed to be unsightly shall be parked in the street, in a driveway, in the front yard, in a side yard, or in the back yard of any Lot.
15. Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas or discs shall be erected on a Lot other than a customary antenna which shall not extend ten (10) feet above the top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.
16. Above Ground Pools. No above ground pools shall be erected on a Lot.
17. Mailboxes. No masonry mailbox supports shall be permitted.
18. Basketball Goal Supports. No basketball goal supports shall be erected or placed within any street right of way.
19. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
20. Duration of Restrictions. The covenants and restrictions in this Declaration shall run with the land and be binding on all persons acquiring title to any of the Lots for a period of twenty-five (25) years from the date hereof and shall thereafter be automatically extended for successive periods

BOOK 1767 PAGE 146


of five (5) years unless revoked by a majority of the then current owners of the Lots by a written instrument executed by and recorded in the Cabarrus County Public Registry.

- 21. Enforcement. Enforcement of the restrictions and covenants contained in this Declaration shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain violation thereof or to recover damages therefor.
- 22. Severability. Invalidation of any one of the restrictions or covenants contained herein by judgment or order of any court shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.
- 23. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of The Grove Lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of The Grove LOTS. Any amendment must be recorded.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officers and its seal to be affixed hereto, all as of the day and year first above written.

[CORPORATE SEAL]

ATTEST: Linda Hutaway
 Secretary



DECLARANT:

LANDCRAFT PROPERTIES, INC. (SEAL)
a North Carolina corporation

By: J. Franklin Martin
President

BOOK 1767 PAGE 147

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

This 5th day of December, 1998, personally came before me J. Franklin Martin, who being by me duly sworn, says that he is — President of LANDCRAFT PROPERTIES, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said — President acknowledged the said writing to be the act and deed of said corporation.

David P. Williams
Notary Public

My Commission Expires:



May 2, 2001

BOOK 1767 PAGE 148

**THE GROVE AT OAK PARK
CONSENT OF MORTGAGEE**

First Charter National Bank, being the Beneficiary under that certain Deed of Trust dated January 11, 1996, from Declarant to Kenneth W. Caldwell, Trustee, conveying the property described in said Deed of Trust, recorded on January 6, 1996, in Book 1550 at Page 258-275, in the Cabarrus County Public Registry, does hereby consent to the recordation of this Declaration of Restrictions and the imposing the provisions hereof on said real property, and said Beneficiary does hereby consent and agree that from and after this date, the provisions of this Declaration, including all exhibits, attachments, supplements, and amendments hereto, shall be superior to the lien of said Deed of Trust on said real property. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between said Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall said consent be deemed to impose upon said Beneficiary any of the liabilities, duties or obligations of the Declarant under the foregoing Declaration. Said Beneficiary executes this Consent of Mortgagee solely for the purposes set forth herein. The said Trustee also joins in and executes this Consent as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 20 day of November, 1996.

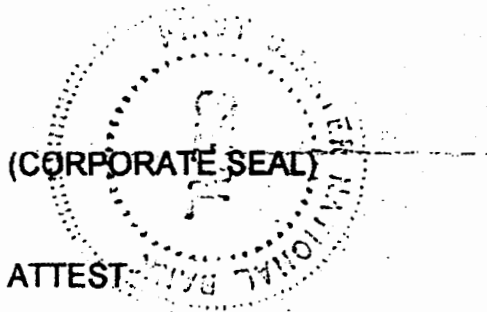
TRUSTEE:

Kenneth W. Caldwell [SEAL]
Kenneth W. Caldwell, Trustee

BENEFICIARY:

FIRST CHARTER NATIONAL BANK

By: Kenneth W. Caldwell
SE VICE President



Cheryl P. Barbree
ASST Secretary

STATE OF NORTH CAROLINA)
COUNTY OF Cabarrus)

BOOK 1767 PAGE 149

This 20 day of November, 1996, personally came before me KENNETH W. CALDWELL, Trustee, who, being by me duly sworn, acknowledged the execution of the foregoing instrument.



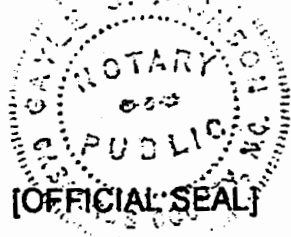
Dayle S. Brunson
NOTARY PUBLIC

My Commission Expires:

4/3/2000

STATE OF NORTH CAROLINA)
COUNTY OF Cabarrus)

This 20 day of November, 1996, personally came before me Kenneth W. Caldwell, who being by me duly sworn, says that he is a Sr. Vice President of FIRST CHARTER NATIONAL BANK, that the seal affixed to the foregoing instrument in writing is the official seal of the Corporation, and that said writing was signed and sealed by him/her in behalf of said Corporation, by its authority duly given. And the said Sr. Vice President acknowledged the said writing to be the act and deed of said Corporation.



Dayle S. Brunson
NOTARY PUBLIC

My Commission Expires:

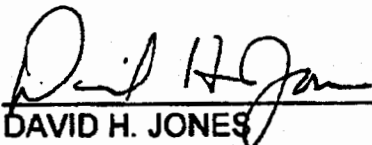
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BOOK **1767** PAGE **150****THE GROVE AT OAK PARK
CONSENT OF MORTGAGE**

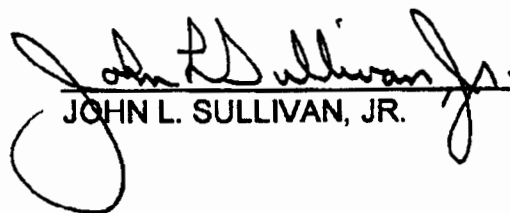
JOHN L. SULLIVAN, JR., being the beneficiary under that certain Deed of Trust from Declarant to DAVID H. JONES, Trustee, conveying the property or portions thereof described in this Declaration of Restrictions and made a part hereof, and recorded in Book 1550 at Page 277, in the Cabarrus County Public Registry, does hereby consent to the recordation of this Declaration of Restrictions and imposing the provisions hereof to said real property, and said Beneficiary does hereby consent and agree that from and after this date, the provisions of this Declaration of Restrictions, including all exhibits, attachments, supplements and amendments hereto, shall be superior to the lien of said Deed of Trust on said real property. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between said Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall said Beneficiary be deemed to have accepted in any way nor shall anything contained hereunder be deemed to impose upon said Beneficiary any of the liabilities, duties or obligations of the Declarant under the foregoing Declaration of Restrictions. Said Beneficiary executes this Consent of Mortgagee solely for the purposes set forth herein. The said Trustee also joins in and executes this Consent as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 14th day of November, 1996.

TRUSTEE:

 (SEAL)
DAVID H. JONES

BENEFICIARY:

 (SEAL)
JOHN L. SULLIVAN, JR.

BOOK 1787 PAGE 151

STATE OF NORTH CAROLINA)

COUNTY OF Mecklenburg)

This 14th day of November, 1996 personally came before me DAVID H. JONES, Trustee, who being by me duly sworn, acknowledged the execution of the foregoing instrument.

David H. Jones
Notary Public



My Commission Expires:
My Commission Expires August 12, 1997

STATE OF NORTH CAROLINA)

COUNTY OF Mecklenburg)

I, Elizabeth A. Herbener, a Notary Public for said County and State, do hereby certify that JOHN L. SULLIVAN, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of November, 1996.

Elizabeth A. Herbener
Notary Public

(OFFICIAL SEAL)

My Commission Expires:

10/24/2000



BOOK 1767 PAGE 152

THE GROVE AT OAK PARK
CONSENT OF MORTGAGE

W.B. McGuire, JR., being the beneficiary under that certain Deed of Trust from Declarant to DAVID H. JONES, Trustee, conveying the property or portions thereof described in this Declaration of Restrictions and made a part hereof, and recorded in Book 1550 at Page 281, in the Cabarrus County Public Registry, does hereby consent to the recordation of this Declaration of Restrictions and imposing the provisions hereof to said real property, and said Beneficiary does hereby consent and agree that from and after this date, the provisions of this Declaration of Restrictions, including all exhibits, attachments, supplements and amendments hereto, shall be superior to the lien of said Deed of Trust on said real property. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between said Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall said Beneficiary be deemed to have accepted in any way nor shall anything contained hereunder be deemed to impose upon said Beneficiary any of the liabilities, duties or obligations of the Declarant under the foregoing Declaration of Restrictions. Said Beneficiary executes this Consent of Mortgagee solely for the purposes set forth herein. The said Trustee also joins in and executes this Consent as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 14th day of November, 1996.

TRUSTEE:

David H. Jones (SEAL)
David H. Jones, Trustee

BENEFICIARY:

W.B. McGuire, Jr. (SEAL)
W.B. McGUIRE, JR.

BOOK 1767 PAGE 153

STATE OF NORTH CAROLINA)

COUNTY OF Mecklenburg)

This 14th day of November, 1996 personally came before me David H. Jones, Trustee, who being by me duly sworn, acknowledged the execution of the foregoing instrument.

[Signature]
Notary Public



My Commission Expires: August 12, 1997

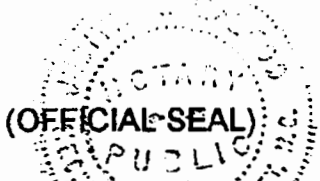
STATE OF NORTH CAROLINA)

COUNTY OF Mecklenburg)

I, Judith A. McLeod, a Notary Public for said County and State, do hereby certify that W.B. McGuire, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of November, 1996.

[Signature]
Notary Public



My Commission Expires: August 23, 1998

NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Sarah P. Williams, Bayle A. Branson, D. Ryan Hunnison, Elizabeth A. Herpener, and Judith A. McLeod, a notary public, is (are) certified to be correct. This the 5th day of December, 1996.