

ARTICLE VI

ARCHITECTURAL CONTROL

Except for improvements placed or erected on the properties by the Declarant; no building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including but not limited to color of painting on the exterior and type of finish as well as the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE VII

USE RESTRICTIONS

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

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

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

Section 3. Subdivision of lots. No person or entity may subdivide

or resubdivide any lot or lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected or placed having a total finished heated area of less than 1000 square feet.

Unintentional violations not exceeding ten percent (10%) of the minimum square footage requirements herein set forth shall not be considered a violation of this section.

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

Section 6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Homeowners Association.

Section 7. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or in any other unenclosed area (including patios) within the Properties.

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

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

Section 10. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract 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.

Section 11. Radio and Television Antennas. No free standing radio or television transmission or reception towers, antennas, dishes or disks shall be erected on any lot. Only radio and television antennas not exceeding five (5) feet in height above the roof line of the residence and only dishes or disks not exceeding eighteen (18) inches in diameter and not visible from the street in front of the residence shall be permitted.

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

Section 13. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map.

Section 14. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square 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.

Section 15. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

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

Section 17. Fences. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot forward of a line set twenty feet from the front line of the house or closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article VI hereof. Provided, however, that notwithstanding anything contained in this Section or elsewhere to the contrary, Declarant may install decorative fencing on any lot used by it containing a model home.

Section 18. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 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.

Section 19. Parking of Vehicles. No commercial truck over one ton capacity, school bus, camper trailer, boat or boat trailer, recreation vehicles, nor any other vehicle deemed by the Architectural Control Committee or its designated committee to be unsightly, shall be parked in the street, in a driveway, or anywhere on the lot other than within an enclosed garage. Vehicles

may park only upon the paved surfaces of a Lot.

Section 20. Mailboxes. No masonry mailbox supports shall be permitted. The Architectural Control Committee shall approve uniform standards for the color and design of all mailboxes and no mailbox may be placed or altered on any lot except in accordance with such standards.

Section 21. Basketball Goal Support. No basketball goal supports shall be erected or placed within any street right of way or so as to be visible from the street in front of the house except that portable basketball goals visible from the street in front of the house may be used provided they are removed from view from the street when not in use.

ARTICLE VIII

EASEMENTS

Easements for the installation and maintenance of wooden fence, driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Section 1(c) of this instrument. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant, its successors and assigns, hereby reserves and shall have temporary easements for itself, its agent and employees over the Common Area to facilitate construction of living units and related improvements to be completed in developing the Properties.

ARTICLE VII

GENERAL PROVISIONS

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

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