

REAL ESTATE
BOOK PAGE
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PRESENTED
FOR
REGISTRATION
MAR 26 3 17 PM '85
CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

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SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION made this the 26th day of March, 1985, by John Crosland Company, a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on the maps of Parks Farm at Raeburn and Parks Village at Raeburn, Section 1, which maps are recorded in Map Book 20 at Pages 692 and 693 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon a residential development to be known as "Raeburn"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 4907 at Page 140 as amended by First Amendment to Declaration recorded in Book 4989 at Page 321 in said Office of the Register of Deeds, the residential development of Raeburn was created and certain general covenants, conditions and restrictions were thereby imposed upon Parks Farm at Raeburn and Parks Village at Raeburn as shown on the maps hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Raeburn Home-owners Association, Inc., for the purpose of maintaining the attractiveness of the lots and community facilities within Raeburn, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within the subdivision, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded maps and each of them for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Parks Farm at Raeburn and Parks Village at Raeburn, recorded in Map Book 20 at Pages 692 and 693 in said Registry, the following conditions and restrictions:

1. LAND USE AND BUILDING TYPE. All lots 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 one detached single-family dwelling, not to exceed two and one-half (2½) stories in height, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the plot.

2. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot, no residence or other building shall be located nearer than fifteen feet to the side street line. With respect to corner lots, the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, including a residence shall be

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located nearer than six feet (6') on one side lot line and eight feet (8') on the other side lot line, except that a garage or carport may be erected to the rear of the residence as close as 5 feet to any side lot line other than a side street line, provided the existing zoning requirements are met.

3. FENCES. No fence or wall shall be erected on any building plot closer to any street line than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted, except that 2" X 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than 50% of any 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. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens.

4. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than eleven thousand two hundred fifty (11,250) square feet or a width of less than seventy (70) feet at the front building setback line shown on the recorded map.

5. TEMPORARY STRUCTURES AND OFFSTREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats et cetera shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

7. DWELLING SIZE. No single-family dwelling costing less than \$27,000.00 shall be permitted on any lot in the tract. The minimal heated square footage of a dwelling may not be less than 700 square feet. Building cost to be based on cost as of September, 1984. (It being the intention to require in each instance the erection of such building as would have cost not less than the minimum cost provided if same had been erected in September, 1984.)

8. METAL GARAGES, CARPORTS, BUILDINGS AND ACCESSORY STRUCTURES. No metal garages, metal carports, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot. However, one noncommercial greenhouse not to exceed _____ square feet may be attached to the rear of the residence building.

9. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage

facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

10. 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 (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period.

11. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions set forth herein, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument; provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the City of Charlotte or County of Mecklenburg unless a variance is granted by the Board of Zoning Adjustment.

12. SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot other than customary antenna which shall not extend ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

13. MAINTENANCE OF LOT. Each owner shall maintain the grounds and the improvements situated on each lot as required in the Declaration. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever 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 and other debris for collections by governmental or other similar garbage and trash removal units.

14. SUBDIVISION ENTRANCES. John Crosland Company, for itself, its successors and assigns, reserves an easement over Lots 1 in Block 1 on Map Book _____ at Page _____ for the constructing, maintaining, and reconstructing of subdivision entrance signs and fences and for the purpose of landscaping the area around the signs. The easement is reserved over the property designated on the attached survey as "sign or entrance easement" on said lot(s). The owners of said lots shall maintain the area around the signs not maintained or landscaped pursuant to this easement. John Crosland Company shall have the right to assign this easement to a neighborhood homeowners association or garden club. The reservation of this easement imposes no obligation on John Crosland

Company, its successors and assigns, to continue to maintain the landscaping and entrance signs.

15. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to either restrain violation or to recover damages.

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

17. WELL EASEMENT AREAS. Within the one hundred (100') foot radius of the Well Easements described in the deed from John Crosland Company to Carolina Water Service, Inc. of North Carolina, dated November 30, 1984, recorded in Book 4944 at Page 828 in the Mecklenburg Public Registry and as shown on the recorded maps of Raeburn, no sewer lines, sewer treatment facilities, septic tanks, septic lines or septic drain fields, or other potential sources of pollution affecting the wells or water lines located within the Well Easements, including, but not limited to the following: any structures, fuel tanks, swimming pools, animal pens and garden plots shall be permitted within the one hundred (100') foot radii of the Well Easements. This restriction shall be enforceable by the owner and operator of the water supply system for Raeburn including Carolina Water Service, Inc. of North Carolina, and its successors or assigns.

18. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 26th day of March, 1985.

JOHN CROSLAND COMPANY, a
North Carolina corporation

By: James J. Tucker
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 19th day of March, 1985, personally came before me James T. Tucker, who, being by me duly sworn, says that he is the Vice President of John Crosland Company, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given.

Joyce A. Leatherwood
Notary Public

Commission Expires: 12-2-87

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Joyce A. Leatherwood

a Notary (Public) of said County and State
is hereby certified to be correct. This 26 day of March, 1985
Charles E. Crowder, Register of Deeds, By: Alley H. Dancy DEPUTY