



## **Southwoods Village Owners Association**

Declaration of Covenants,  
Conditions and Restrictions



PO Box 3065  
Matthews, NC 28106

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOUTHWOODS VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 7th day of January, 1993 by HINSHAW-PEARSON CO., a North Carolina general partnership, hereinafter referred to as "Declarant".

**STATEMENT OF PURPOSE**

Declarant is the owner of certain property in Mecklenburg County, North Carolina, which is more particularly described on a map recorded in Map Book 25 at page 307 in the Mecklenburg County, North Carolina, Public Registry (the "Map"), reference to which is hereby made. Declarant desires to create thereon an exclusive residential community of single-family residences to be named SOUTHWOODS VILLAGE.

Declarant desires to insure the attractiveness of SOUTHWOODS VILLAGE and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within SOUTHWOODS VILLAGE and to provide for the maintenance and upkeep of all common amenities in SOUTHWOODS VILLAGE. To this end the Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common area in SOUTHWOODS VILLAGE, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in SOUTHWOODS VILLAGE to insure the residents' enjoyment of the specific rights, privileges and easements in the common amenities, and to provide for the maintenance and upkeep of the common amenities.

To that end the Declarant has or will cause to be incorporated

under North Carolina law, SOUTHWOODS VILLAGE OWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Association" shall mean and refer to SOUTHWOODS VILLAGE OWNERS, ASSOCIATION' INC., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Hinshaw Pearson Co., a North Carolina general partnership, its successors and assigns and also shall mean and refer to any person, firm or corporation which shall also be designated as a "Declarant" by Hinshaw-Pearson Co.

Section 3. "Development" shall mean and refer to SOUTHWOODS VILLAGE (sometimes referred to as Southwoods Phase II), a single family residential development proposed to be developed on the Properties by the Declarant.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Maps with the exception of the public roads and streets.

Section 5. "Map" shall mean and refer to \_the map of the Property as recorded in Map Book 25 at Page 307, in the Mecklenburg County, North Carolina, Public Registry and the maps of

any additions to the Properties which may be recorded by Declarant in the Mecklenburg County, North Carolina, Public Registry hereafter.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including the Declarant if it owns any Lots and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" or "Properties" shall mean and refer to the "Existing Property" and additional real estate dedicated in additional Phases as described in Section 1 and Section 2 in Article II hereof and such other property as may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF SOUTHWOODS VILLAGE OWNERS ASSOCIATION, INC.**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Mecklenburg County, North Carolina, is that certain property shown on the Map recorded in Map Book 25 at Page 307, in the Mecklenburg County Public Registry as shown on such Map (the "Existing Property").

#### Section 2. Additional Properties.

(A) Additional property adjoining or in the vicinity of the Existing Property or any additions thereto (the "Additional Properties") may be brought within the scheme of this Declaration in one or more additional Phases and within the jurisdiction of the Association in future stages of

development, without the consent of the Association or its members provided that (i) such annexations occur within five (5) years after the date of the filing of this instrument and (ii) no more than ninety (90) additional lots are added by such annexation. Declarant shall not be obligated to subject any Additional Property to this Declaration.

(B) The additions authorized under subsection (a) above shall be made by filing Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the Additional Properties in the Mecklenburg County, North Carolina, Public Registry which shall extend the scheme of this Declaration and the jurisdiction of the Association to such Properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined. At the time of the filing of each such Supplementary Declaration, there shall be recorded in the Mecklenburg County, North Carolina Public Registry a Map which show the boundary line of each Lot annexed pursuant to such Supplementary Declaration and which delineates all Common Area annexed pursuant to such Supplementary Declaration.

(C) The obligation for owners of Lots in any portion of the Additional Properties to pay the assessments described in Article IV hereof shall commence upon the filing of the Supplementary Declaration in the Mecklenburg County, North Carolina, Public Registry annexing such portion or upon the conveyance of such Lot to an Owner other than Declarant, whichever occurs later. The Owners' of such Lots shall have the same voting rights as the Owners of Lots in the Existing Property, and such voting rights shall commence as of the date of the filing of the Supplementary Declaration.

### **ARTICLE III**

#### **MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION**

Section 1. Membership. Every owner of a Lot shall be a

Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors of the Association may admit owners of property contiguous to the Properties to membership in the Association upon such terms as they shall in their sole discretion determine.

Section 2. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development as well as its own books, records, and financial statements available for inspection by all owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 3. Maintenance. Certain features that are deemed common amenities, being of benefit to all Lots, shall be maintained exclusively by the Association until such time, if ever, as the maintenance thereof is accepted by an appropriate governmental entity. Said common amenities shall include without limitation, play ground area, sidewalks, common walks, landscaping around entrance sign, entry ways and entry walls, and street lighting.

The Association shall not be responsible for the maintenance of any Lots or the improvements within the boundaries thereof. The owner shall be responsible for same. The owner or owners of any Lots shall maintain their lots in a neat and clean condition free of all trash and debris. The yard, grounds, shrubbery and trees shall be maintained in a neat and trim condition.

Section 4. Utilities and Other Costs. The Association shall be responsible for paying all costs of electricity used in the operation of the street lights, all water costs in connection with any irrigation systems installed by Declarant or the Association in connection with the maintenance of landscaping around the entrance sign, and such other utility charges or other costs necessary or appropriate for the operation and maintenance of the common amenities referred to in Section 3

above.

Section 5. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all common amenities which the Association is obligated to maintain. Such reserve fund shall be maintained out of the annual assessments described in Article IV hereof.

Section 6. Voting Rights and Classes of Lots. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

(A) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(B) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it.

Section 7. Amendment. Notwithstanding the provisions of Section 5 above, so long as Declarant owns any Lot, the Bylaws to the Association may not be amended without its written consent.

Section 8. Board of Directors. The Association shall be governed by a Board of Directors in accordance with the Bylaws. Notwithstanding the provisions of Section 5 above, the Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

(1)Declarant no longer owns any Lot, or

(2)Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance Or a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, damage assessments and special assessments for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment a charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors.in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used as follows:

(a) to maintain the sidewalks, street lighting fixtures, entry ways, entry walls, entrance sign and landscaping around the entrance sign and any other common amenities which the Association may now or hereafter maintain;

(b) to pay for the costs of electricity in connection with the operation of the street lights, the costs of water in connection with any irrigation system installed by Declarant or the Association in connection with the maintenance of



landscaping around the entrance sign, and other utility charges and other costs in connection with the operation or maintenance of the common amenities referred to in subparagraph (a) above; and

(c) to maintain a contingency reserve equal to 10% of the sum of the estimated amount described in subsections (a) and (b) above in order to fund unanticipated expenses of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the calendar year following the conveyance of the first Lot by the declarant to another Owner, the maximum annual assessment for each Lot shall be One Hundred Five and No/100 Dollars (\$105.00).

(a) The maximum annual assessments established above may be increased on a yearly basis, effective January 1 of each calendar year following the conveyance of the first Lot by the declarant to another Owner, if such increase is approved by Members entitled to no fewer than fifty-one percent votes to which all Members are entitled. represented in person or by proxy at a meeting purpose. (51%) of all of the such voting may be duly called for this purpose.

(b) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a common amenity. including fixtures and personal property related thereto provided that any such assessment requires the same assent of the Members as provided in Section 3(a) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date a particular Lot is conveyed to an owner from Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Damage Assessment. In the event the Association finds that an owner has damaged any of the common amenities, the Association may levy an assessment on such owner's Lot for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the common amenities including the sidewalks and street lighting fixtures serving the Development and the amount of said assessment shall be a lien with respect to said Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition to such

interest charge, the delinquent owner shall also pay such late, charge as may have been theretofore established by the Board of Directors of the Association to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent owner or foreclose the lien against the Lot, and interest, late payment charge, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Area or abandoning their Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro rata from all owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section J. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

## **ARTICLE V**

### **BUILDING AND USE RESTRICTIONS**

Section 1. General Guidelines. The placement and construction of improvements on the Lots shall be subject to the following general requirements:

(a) Setbacks. No building shall be located nearer to the front property line or any side street line than the building setback line as shown on the recorded map. No building shall be located nearer any side lot line than the applicable zoning ordinance shall allow. In the event of the unintentional violation of any minimum set back requirements herein set forth, then, subject to the requirements of the applicable zoning

ordinance, Declarant, for itself and for its successors and assigns, reserves the right, by and with the mutual consent of the owner of the lot in question, to change the restrictions set forth in this instrument, provided, however, that such changes shall not exceed ten percent (10%) of the marginal requirements of such restrictions.

(b) Driveway. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or cement concrete surface which shall be kept and maintained in good condition and repair.

(c) Sidewalks. All lot owners, and their respective heirs, successors and assigns, shall each be responsible for maintaining that portion of any sidewalk lying within the right of way of any street adjoining such respective owner's lot until maintenance of such sidewalk is accepted for maintenance purposes by a municipality or other governmental authority.

(d) Tanks; Above-Ground Pools. No exposed above-ground water or fuel tanks or above-ground swimming pools will be permitted to be located on any lot.

Section 2. Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the Map, except by and with the written consent of the Declarant and provided same is also permitted under applicable governmental regulations and private restrictions affecting said Lot.

### Section 3. Reserved Easements.

(a) Utilities. The Declarant reserves for itself, its successors and assigns permanent easements for the installation and maintenance of telephone and electric power lines, cable television lines, water and sewer lines, drainage ditches and for other utility installations over each of the lots (including, but without limitation, those easements shown on the recorded map), including the right to reenter each lot to maintain, replace or repair, if required by the applicable public authorities, each of said lines, drainage ditches or other utility installations. Each lot owner, by their acceptance of a deed to a lot, acknowledges such reservations and the rights of Declarant to transfer such easements to such utility companies as Declarant may choose or to the Association. The easements reserved by Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall

appearance of the lots. In addition to the foregoing, Declarant specifically reserves a perpetual easement over the rear ten (10) feet of each lot for utility installation and maintenance, and public drainage and a perpetual easement over the side five (5) feet of each lot line for utility installation are reserved.

(b) Entrance to Development. Declarant reserves easements over Lot 1, Southwoods Phase II, as shown on the recorded map thereof, in order to construct and maintain a sign or signs designating the entrance to Southwoods Phase II and such fencing and landscaping in the vicinity of said sign or signs to enhance and beautify the entrance to Southwoods Phase II.

Section 4. Residential Use of Property. All lots in the tract shall be used for single-family residential purposes only with the exception of "model home" lots which may be used by home builders for marketing purposes until such "model homes" are sold for single-family residential purposes. For purposes hereof, "single family purposes" means ordinary residential use and occupancy by individuals related by blood, marriage or adoption or similar relationship; provided, however, that occupancy by temporary guests not so related shall not be prohibited so long as such temporary residency is not commercial or institutional use. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half (2 1/2) stories in height and other accessory structures customarily incidental to the use of the lot; provided, however, construction trailers owned by home builders shall be allowed on lots during the construction of dwellings on such lots. Dwellings may incorporate basements and such basements shall not be considered a "story" for purposes of this paragraph so long as the top of such basements are at or below grade level at the front of the building.

Section 5. Minimum size of Dwelling. Single family dwellings shall contain not less than a minimum of 1,200 square feet under roof in the case of one-story residence and not less than 1,400 square feet under roof in the case of residences of one and one half (1\ ) stories or more.

Section 6. Site Lines. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street property lines extended. The same site line limitation 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 trees shall be permitted to remain within such distances at such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of said site lines.

Section 7. Outbuildings and Similar Structures. No trailer, tent, shack, garage, barn, camper or other outbuilding (collectively, the "Outbuildings") erected on a lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence. All outbuildings shall be of a similar design and constructed of similar materials as the dwelling on the lot on which the outbuilding is located. With the exception of construction trailers used during the construction of a dwelling, no structure shall be moved onto any lot unless it shall conform to and be in harmony with the existing structures in the tract.

Section 8. Nuisances and Unsightly Materials. No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall 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.

Section 9. Maintenance of Lots. Each Owner shall keep their 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 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. In the event that any Owner fails or refuses to comply with any of the foregoing, the Declarant may demand that the Owner promptly comply with the same by mailing a notice thereof to the owner at their address, specified in their contract to purchase such Lot and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days thereafter, the Declarant may enter and correct the same at Owner's expense. Each owner, by acquiring a

Lot(s) subject to these restrictions, agrees to pay such cost promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

Section 11. Satellite Dishes. No satellite dish or disk shall be constructed or placed on any lot unless such satellite dish or disk is completely enclosed within a privacy fence or screen and is not visible from the street or the ground level of adjoining lots.

Section 12. Fences. Fences of stone, brick or wood construction may be erected on any lot, provided, that such fence is of suitable quality and design to be in harmony with the external design and natural features of the existing structures on the subject lot and surrounding lots. No chain link fence shall be erected on any lot and no fence shall be erected on any lot closer to any street line than the building set back line as shown on the recorded map.

Section 13. Motor Homes. No motor homes or other similar types of recreational vehicles shall be allowed to be kept or stored on any lot with the exception of construction trailers owned by home builders which may be kept on a lot until construction of the dwelling on such lot is completed. Boats may be stored behind set back lines if screened and hidden from view by plantings or other suitable screening devices.

Section 14. Utilities. All residential utility service lines to the lots shall be underground. Further, certain facilities such as utilities transformers, trash containers, mail boxes, lighting facilities, utilities meters, drainage pipes, ditches and swales, storm drains and easements may be located and maintained on a lot (even though such facilities serve adjacent lots) and each owner benefitting from such facility shall have non-exclusive easements over such lot for the installation, maintenance and use of same.

Section 15. Hazardous Activities. Nothing shall be done or kept on any lot which will increase the rate of insurance on any other lot without the prior written consent of the owner of such other lot. No lot owner shall permit anything to be done or kept on their lot which would result in the cancellation of insurance on any other lot, or which would be in violation of any law.

Section 16. Vehicles. No automobiles, trucks or vans which have a load bearing capacity in excess of three-fourths (3/4) of one {1} ton may be parked on or adjacent to any lot, street or driveway within the subdivision except on a temporary basis by parties which are making deliveries or performing services to or for the benefit of the owners of lots in the subdivision.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The 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 Association or by 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. Invalidation of any one of these covenants or restrictions by judgment order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2015 after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration (except as set forth to the contrary in Article IV, Section 9) may be amended by an instrument signed by the owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots.

Section 4. Waiver of Unintentional Violations. Declarant reserves the right, but shall not be obligated, to waive in writing any violation of the designated and approved building location line or either side lot line, provided that such violation does not exceed ten percent (10%) of the applicable requirements and the violation thereof was unintentional.

Section 5. Covenants Independent of One Another. 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.

Section 6. Limitations. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any land not specifically covered by these restrictions.

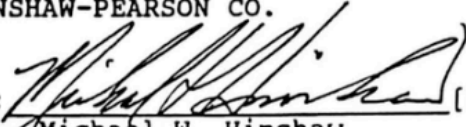


Section 7. Duration. The terms of these Restrictive covenants shall run with and bind the land until January 1, 2013 after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by written instrument executed by all owners of the lots restricted hereby and recorded in the Office of the Register of Deeds of Mecklenburg county, North Carolina.

Section 8. Joinder of Development Lender. Carlton ,A. Shannon, Jr., Trustee and The First Real Estate Group, Inc., join in the execution of these Restrictive Covenants solely for the purpose of subordinating the lien of the following described Deed of Trust to these Restrictive Covenants: Deed of Trust from Carlton A. Shannon, Jr., Trustee for The First Real Estate Group, Inc., dated June 24, 1992 and recorded June 26, 1992 in Book 6921 at Page 251 in the Mecklenburg County Public Registry securing an indebtedness in the original principal amount of \$930,600.

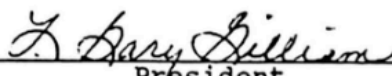
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and sealed as of the day and year first above written.

HINSHAW-PEARSON CO.

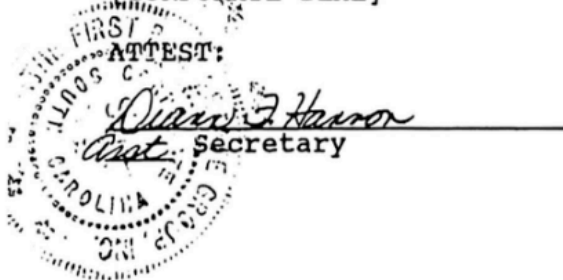
By:  [SEAL]  
Michael W. Hinshaw,  
Partner

By:  [SEAL]  
Thomas D. Pearson, Partner

THE FIRST REAL ESTATE GROUP, INC.

By:   
President

[CORPORATE SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Angela L. Short, a Notary Public for said County and State, do hereby certify that Michael W. Hinshaw, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 7<sup>th</sup> day of January, 1993.

[NOTARIAL SEAL]

My Commission expires:

1-18-94

Angela L. Short  
NOTARY PUBLIC



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Angela L. Short, a Notary Public for said County and State, do hereby certify that Thomas D. Pearson, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 7<sup>th</sup> day of January, 1993.

[NOTARIAL SEAL]

My Commission expires:

1-18-94

Angela L. Short  
NOTARY PUBLIC



STATE OF South NORTH CAROLINA

COUNTY OF Greenville

This 12th day of January, 1993, personally came before me L. GARY WILLIAM, who, being by me duly sworn, says that he is President of THE FIRST REAL ESTATE GROUP, INC., that the seal affixed to the foregoing instrument in writing is the corporate seal of the 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

[NOTARIAL SEAL]

My Commission expires:

August 16, 1999

Sandra L. Dempsey  
NOTARY PUBLIC



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Angela L. Short and

Sandra L. Dempsey

Notary(ies) Public is/are certified to be correct.

This 19 day of January, 19 93

JUDITH A. GIBSON, REGISTER OF DEEDS

By:

Mary R. Posey Deputy Register of Deeds

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOUTHWOODS VILLAGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 29th day of July, 1993 by HINSHAW PEARSON co., a North Carolina general partnership ("Declarant"), and RYAN OPERATIONS, G.P., a Virginia general partnership ("Ryan Operations").

**STATEMENT OF PURPOSE**

WHEREAS, Declarant and Ryan Operations (collectively, the "Parties") are the owners of at least sixty-six and two-thirds percent (66 2/3%) of the "Lots" which are currently subject to the Declaration of Covenants, Conditions and Restrictions For South woods Village executed on January 7, 1993 by Declarant and recorded in Book 7170 at page 686 of the Mecklenburg Public Registry (the "Declaration"); and

WHEREAS, the Parties desire to amend the Declaration as authorized in Article VI, Section 3 thereof, in order to ensure that Southwoods Village is in compliance with the legal requirements for a Planned Unit Development promulgated by the Department of Housing and Urban Development and the Veterans Administration of the United States of America;

NOW, THEREFORE, the Parties, by this First Amendment to Declaration of Covenants, Conditions and Restrictions For Southwoods Village (the "First Amendment"), do declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and the First Amendment which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Parties hereby amend the Declaration by adding the following new Section 9 to Article I:

"Section 9. 'Common Area' shall mean all real and personal property or rights therein owned by the Declarant or by the Association for the common use and enjoyment of the Owners and designated as common Area on any Map of the Property duly recorded in the Mecklenburg County Public Registry, or designated as 'Common Area' in this Declaration or in any supplementary declaration, and made subject to the provisions of this Declaration, such Common Areas including, but not being limited to, any playground areas, sidewalks, common walks, landscaping around the entrance sign, entry ways, entry walls and street lighting."

2. The Parties hereby amend the Declaration by deleting the following sentences from the first paragraph of Section 3 of Article III:

"Said common amenities shall include without limitation, play ground area, sidewalks, common walks, landscaping around the entrance sign, entry ways and entry walls, and street lighting."

3. The Parties hereby amend the Declaration by deleting Subsection 6(b) of Article III and by substituting the following Subsection in lieu thereof:

"(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant, which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by Declarant.

The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the earlier of the following events:

(1) Seventy-five percent (75%) of total Lots (including Lots which may be added pursuant to supplements hereto) are deeded to Owners; or

(2) on December 31, 1996;

except that Declarant may at any time relinquish its rights under this Subsection 6(b) by written instrument delivered

to the Association.

When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other owners of Class A Lots."

4. The Parties hereby amend the Declaration by adding the following sentences to the end of new Section 3 of Article VI:

"The annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions For Southwoods Village require the prior approval of the Department of Housing and Urban Development and the Veterans Administration of the United States of America as long as there are Class B Lots."

5. The Parties hereby amend the Declaration by adding the following new Article VII to the Declaration:

"ARTICLE VII  
COMMON AREA

Section 1. Ownership of Common Area. Declarant shall convey any Common Area owned by Declarant in fee simple to the Association, free and clear of all encumbrances.

Section 2. Owner's Rights to Use and Enjoy Common Area. Except as limited by Section 3 of this Article VII, every Owner shall have a non-exclusive right and easement to use and enjoy the Common Area established initially and in all additions to the Property, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to promulgate and enforce reasonable regulations governing the use of the same to insure the safety and rights of all Owners;

(b) The right of the Association to suspend the voting rights and rights of an Owner to the use of any Common Area for any period during which any assessment against their Lot remains unpaid, and for a period not to exceed sixty

(60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, commission, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Declarant and Members entitled to at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Class A Lots and all of the votes appurtenant to all Class B Lots agree to such dedication or transfer and sign their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors or the Association from using and/or granting easements for the installation and maintenance of water and sewerage systems, utilities, including CATV and security wiring, and drainage facilities upon, over, under and across the Common Area without such agreement of the Members when such easements, in the sole opinion of said Board, are requisite or desirable for the convenient use and enjoyment of the Properties; and

(d) The right of the Association, with the assent of Members entitled to at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to each class of Lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

### Section 3. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 2 of this Article VII may be exercised by members of the Owner's family for any period of time such members occupy the residence of the Owner within the Properties, or are guests of the owner.

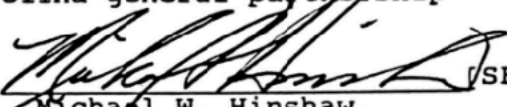
(b) Guests. The right and easement of enjoyment granted to every Owner in Section 2 of this Article may be utilized by guests of owners or contract purchasers subject to such rules and regulations governing said use as may be

established by the Board of Directors."

6. The Parties hereby amend the Declaration by deleting the words "common amenity" or "common amenities" wherever they appear throughout the Declaration and substituting in lieu thereof the words "Common Area."

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed and sealed as of the day and year first above written.

HINSHAW-PEARSON CO., a North  
Carolina general partnership

By:  [SEAL]  
Michael W. Hinshaw,  
Partner

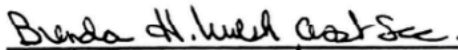
By:  [SEAL]  
Thomas D. Pearson, Partner

RYAN OPERATIONS, G.P., a Virginia  
general partnership

By: RYAN HOMES, INC., Partner

[CORPORATE SEAL]

ATTEST:

  
Ast. Secretary

By:   
Michael S. Goodwin  
Vice President



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Kristi L. Adkins, a Notary Public for said County and State, do hereby certify that Michael W. Hinshaw, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 30 day of July, 1993.

[NOTARIAL SEAL]

My Commission expires:

My Commission Expires December 2, 1995

Kristi L. Adkins  
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Kristi L. Adkins, a Notary Public for said County and State, do hereby certify that Thomas D. Pearson, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 30 day of July, 1993.

[NOTARIAL SEAL]

My Commission expires:

My Commission Expires December 2, 1995

Kristi L. Adkins  
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Sandy Howell, a Notary Public for said County and State, do hereby certify that Brenda Welch personally came before me this day and acknowledged that he/she is Asst. Secy. Secretary of RYAN HOMES, INC., Partner of RYAN OPERATIONS, G.P., a Virginia general partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself/herself as its Asst. Secretary.

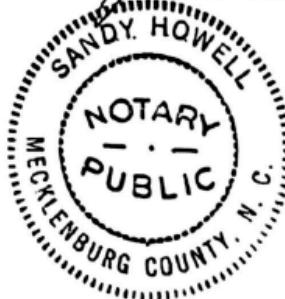
Witness my hand and official seal, this the 30 day of July, 1993.

[NOTARIAL SEAL]

My Commission expires:

My Commission Expires August 3, 1994

Sandy Howell  
NOTARY PUBLIC



**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SOUTHWOODS VILLAGE, AND CONSENT**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHWOODS VILLAGE, AND CONSENT (the "Supplementary Declaration") is made this 14 day of December, 1994 by HINSHAW-PEARSON CO., a North Carolina General Partnership (the "Declarant"), and is consented to by SOUTHLAND ASSOCIATES, INC., (the "Trustee"), trustee in that certain Deed of Trust (the "Deed of Trust") recorded in Book 7973, Page 567 in the Mecklenburg County Public Registry, and by CENTRAL CAROLINA BANK AND TRUST COMPANY ("the Lender") the beneficiary in and owner and holder of the Deed of Trust.

**WITNESSETH:**

THAT WHEREAS, Declarant is the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Southwoods Village, (the "original Declaration") dated January 7, 1993 and recorded in Book 7170 at Page 686 in the aforesaid Registry, as amended by subsequent instruments recorded in Book 7401 at Page 659 and Book 7514 at Page 98 in said Registry, and

WHEREAS, the original Declaration authorizes the Declarant to add additional land to the terms, provisions and scheme of the Declaration and the jurisdiction of the Association, as defined and referred to therein, by the filing of a Supplementary Declaration, and

WHEREAS, Declarant has caused to be recorded a Plat of Phase 2C of Southwoods Subdivision, in Map Book 26 at Page 468 in said Registry, and Declarant desires to annex the property shown on said Plat to the existing property, and to bring the property shown on said Plat within the scheme of the Declaration and the jurisdiction of the Association.

NOW, THEREFORE, Declarant does hereby declare that the property shown on the Plat recorded in Map Book 26 at Page 468 in the Mecklenburg County Public Registry is and shall be owned, held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens which are set forth in the Original Declaration, as amended, which shall run with such real property and be binding upon, and inure to the benefit of, all owners thereof, their heirs, personal representatives, successors and assigns, as fully and to all intents and purposes as if the property shown on said Plat had been included within the purview of the Original\_Declaration.d

Trustee and Lender join in the execution of this instrument solely for the purpose of consenting thereto and of subordinating the Lien of the Deed of Trust to the terms hereof.

IN WITNESS WHEREOF, Declarant, Trustee and Lender have executed this  
Supplementary Declaration as of the day and year first above written.

HINSHAW-PEARSON CO. [Seal]  
A North Carolina General Partnership

By: Thomas D. Pearson  
General Partner

ATTEST:

Sandra W. Swick  
Secretary

(Corporate Seal)

ATTEST:

Elaine V. Swink  
Secretary

(Corporate Seal)

CENTRAL CAROLINA BANK AND  
TRUST COMPANY

By: Robert D. Denny (SEAL)  
Vice President

SOUTHLAND ASSOCIATES, INC.,  
Trustee

By: Gregory M. Mearns (SEAL)  
Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 19 day of DEC., 1994, personally came before me  
THOMAS D. PEARSON, General Partner of HINSHAW-PEARSON CO., and  
acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Traci D. Pearson

Notary Public

My commission expires:  
(Notary Seal) -

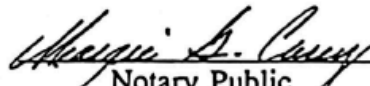
7-13-99



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 7th day of December, 1994, personally came before me Robert Dennehy, who, being by me duly sworn and says that he is the Vice President of CENTRAL CAROLINA BANK AND TRUST COMPANY and that the seal affixed to the foregoing Deed of Release in writing is the corporate seal of said company, said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

  
Notary Public

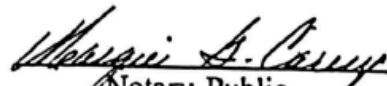
My commission expires: 12-14-97

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 7th day of December, 1994, personally came before me George MacBain, who, being by me duly sworn and says that he is the Vice President of SOUTHLAND ASSOCIATES, INC., and that the seal affixed to the foregoing Deed of Release in writing is the corporate seal of said company, said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

  
Notary Public

My commission expires: 12-14-97

(Notary Seal)

**STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG**

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHWOODS SUBDIVISION, AND CONSENT**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHWOODS SUBDIVISION, AND CONSENT (the "Supplementary Declaration") is made this 25th day of April, 1995 by HINSHAW-PEARSON CO., a North Carolina General Partnership (the "Declarant"), and is consented to by SOUTHLAND ASSOCIATES, INC., (the "Trustee"), trustee in that certain Deed of Trust (the "Deed of Trust") recorded in Book 7973, Page 567 in the Mecklenburg County Public Registry, and by CENTRAL CAROLINA BANK AND TRUST COMPANY ("the Lender") the beneficiary in and owner and holder of the Deed of Trust.

**WITNESSETH:**

THAT WHEREAS, Declarant is the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Southwoods Village, (the "original Declaration") dated January 7, 1993 and recorded in Book 7170 at Page 686 in the aforesaid Registry, as amended by subsequent instruments recorded in Book 7401 at Page 659 and Book 7514 at Page 98 in said Registry, and as supplemented by the instruments recorded in Book 8006 at Page 13 and Book 8042 at Page 462, in said registry, and

WHEREAS, the original Declaration authorizes the Declarant to add additional land to the terms, provisions and scheme of the Declaration and the jurisdiction of the Association, as defined and referred to therein, by the filing of a Supplementary Declaration, and

WHEREAS, Declarant has caused to be recorded a Plat of Phase 3, Map 2, of Southwoods Subdivision, in Map Book 26 at Page 714 in said Registry, and Declarant desires to annex the property shown on said Plat to the existing property, and to bring the property shown on said Plat within the scheme of the Declaration and the jurisdiction of the Association.

NOW, THEREFORE, Declarant does hereby declare that the property shown on the Plat recorded in Map Book 26 at Page 714 in the Mecklenburg County Public Registry is and shall be owned, held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens which are set forth in the Original Declaration, as amended, which shall run with such real property and be binding upon, and inure to the benefit of, all owners thereof, their heirs, personal representatives, successors and assigns, as fully and to all intents and purposes as if the property shown on said Plat had been included within the purview of the Original Declaration.

Trustee and Lender join in the execution of this instrument solely for the purpose of consenting thereto and of subordinating the Lien of the Deed of Trust to the terms hereof.



IN WITNESS WHEREOF, Declarant, Trustee and Lender have executed this Supplementary Declaration as of the day and year first above written.

HINSHAW-PEARSON CO. [Seal]  
A North Carolina General Partnership

By: Thomas D. Pearson  
General Partner

ATTEST:

Samuel W. Seid  
Secretary

(Corporate Seal)

ATTEST:

Elaine H. Swick  
Asst. Secretary

(Corporate Seal)

CENTRAL CAROLINA BANK AND  
TRUST COMPANY

By: George McSwain (SEAL)  
1st Vice President

SOUTHLAND ASSOCIATES, INC.,  
Trustee

By: William H. Bunch (SEAL)  
Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 25th day of April, 1995, personally came before me  
Thomas D. Pearson, General Partner of HINSHAW-PEARSON CO., and  
acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

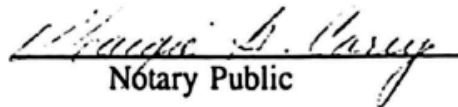
Thomas D. Pearson  
Notary Public

My commission expires: 12-14-97  
(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 25th day of April, 1995, personally came before me  
George MacBain, who, being by me duly sworn and says that he is the  
1st Vice President of **CENTRAL CAROLINA BANK AND TRUST COMPANY** and that the  
seal affixed to the foregoing Deed of Release in writing is the corporate seal of said company,  
said writing was signed and sealed by him in behalf of said corporation by its authority duly  
given. And the said 1st V. President acknowledged the said writing to be the act and deed  
of said corporation.

  
Notary Public

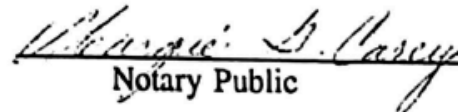
My commission expires: 12-14-97

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This 25th day of April, 1995, personally came before me  
Robert Dennehy, who, being by me duly sworn and says that he is the  
Vice President of **SOUTHLAND ASSOCIATES, INC.**, and that the seal affixed to the  
foregoing Deed of Release in writing is the corporate seal of said company, said writing was  
signed and sealed by him in behalf of said corporation by its authority duly given. And the  
said Vice President acknowledged the said writing to be the act and deed of said corporation.

  
Notary Public

My commission expires: 12-14-97

(Notary Seal)