

*Declaration
Of
Restrictions*

DECLARATION OF RESTRICTIONS

WHEREAS, Caroleen-Henderson Enterprises, Inc., a North Carolina Corporation with its principal office and place of business in the City of Charlotte, Mecklenburg County, North Carolina, caused to be recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867 in the office of the Register of Deeds for Mecklenburg County, North Carolina, maps or plats of Regency Park at Cedarfield, Map 1 and Regency Park at Cedarfield, Map 2, consisting of certain lots of land lying in Mecklenburg County, North Carolina, and owned by the Corporation; and

WHEREAS, Caroleen-Henderson Enterprises, Inc. desires now for the use and benefit of itself, its successors and assigns, and its future grantees, to place and impose certain conditions and restrictions on all of the lots of land in Regency Park at Cedarfield shown on the maps aforesaid;

NOW, THEREFORE, in consideration of the premises Caroleen-Henderson Enterprises, Inc. for itself, its successors and assigns, and its future grantees, does place and hereby impose upon all of the lots of land shown on said subdivision maps of Regency Park at Cedarfield recorded as aforesaid, the following conditions and restrictions:

1. All of the lots shown on the recorded map or plat shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot or combination of contiguous lots, except as herein provided, other than one single-family dwelling not to exceed two and one-half stories in height above ground, a private garage or carport for not more than four cars, and such outbuildings as may be approved for use in connection with the dwelling. If Caroleen-Henderson Enterprises, Inc. grants permission for the erection of duplex residences on any one or more corner lots, any duplex residence erected thereon shall be not more than two stories in height above ground and designed for occupancy by not more than two families, together with a private garage or carport for not more than six cars and such outbuildings as may be approved for use in connection with such duplex dwelling. In the absence of prior written approval by Caroleen-Henderson Enterprises, Inc. for the erection of a duplex dwelling on a corner lot, then there may be erected on such corner lot only one single family dwelling.
2. The lots are a part of the residential Planned Unit Development known as Cedarfield II Subdivision. The Declaration of Covenants, Conditions and Restrictions for Cedarfield II duly recorded in the Mecklenburg County Public Registry requires payment of dues to Cedarfield Homeowners II Association, Inc. and provides additional restrictions on Cedarfield II property.
3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00), based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site.
4. Single family dwellings shall contain not less than one thousand (1,000) square feet of enclosed, heated living area. Floor area as used herein shall not include basements, attached or detached garages, unheated storage areas, carports, or open porches of any type.

All buildings shall have a roof of either slate, tile, first quality shingles, or other similar roofing material approved by Caroleen-Henderson Enterprises, Inc. as to both texture and color.

Exterior siding material of concrete block and firebrick shall be prohibited unless specifically approved by Caroleen-Henderson Enterprises, Inc. or its designated agent.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines designated by Caroleen-Henderson Enterprises, Inc. for the particular lot or combination of contiguous lots. No building shall be located nearer than six (6) feet to any interior lot line, and no structure shall be erected on any easement shown on the recorded map or plat or upon any easement described in this Declaration of Restrictions. For the purpose of this covenant, eaves, steps and uncovered porches or terraces shall not constitute a part of any building; provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon an easement shown on the recorded map or plat referred to in this instrument. No fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half (2-1/2) feet in height shall be permitted between the front lot line and the front building setback line designated by Caroleen-Henderson Enterprises, Inc. and no low tree branches or other types of obstructions shall be placed or permitted to remain in the sight line approaches to any street or to street intersections.
6. No obstruction or structure of any kind, except the minimum standard mail receptacle required by the United States Postal Service, shall be permitted on any street right of way shown on the map aforesaid, without the execution and filing of an encroachment agreement with the State Department of Transportation by the individual lot owner.
7. Before any unimproved lot may be sold to any person, firm or corporation other than Caroleen-Henderson Enterprises, Inc. or to its successors, the owner or owners of such lot shall offer first in writing to sell the lot to Caroleen-Henderson Enterprises Inc. or its successors, at a price equal to the highest bona fide offer made to such owner or owners for said lot. If Caroleen-Henderson Enterprises, Inc. or its successors, does not accept or reject in writing said offer of sale within ten (10) days from the date of receipt of the same, the then owner or owners of such lot shall have the right to sell the same without any further or additional obligation to offer the same to Caroleen-Henderson Enterprises, Inc.
8. Caroleen-Henderson Enterprises, Inc. reserves the right, but shall not be obligated, to waive in writing any violation of the front building setback line or either side lot line, provided that such violation does not exceed ten percent (10%) of the established or prescribed requirements, and the violation thereof was unintentional. Such violation must meet Mecklenburg County zoning requirements or a variance must be obtained for same.
9. No lot or assembly of contiguous lots shall be subdivided by sale or otherwise so as to reduce either the total lot area shown on the recorded map or plat, or the purchased assembly of contiguous lots as herein provided for, except by and with the written consent of Caroleen-Henderson Enterprises, Inc..
10. No residence of a temporary nature shall be erected or allowed to remain on any lot or assembly of contiguous lots, 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 or assembly of contiguous lots 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 lot, and any boats and boat trailers shall not be parked on the street or within the front or side Street setback lines, and In addition, shall be parked undercover and within a carport, garage other shelter approved by the Architectural Control Committee as to location and appearance, and no such vehicles or trailers may be occupied while parked on any lot; provided, however, with the prior written consent of Caroleen-Henderson Enterprises, Inc., builders may maintain temporary construction offices on Lots.

11. Unless specifically approved otherwise by Caroleen-Henderson Enterprises, Inc., any driveway erected in, on, or upon any lot or assembly of contiguous lots, shall have either an asphaltic concrete surface or a cement concrete surface to the dwelling and garage or carport from the pavement of the street fronting the lot or assembly of contiguous lots, and that portion of such driveway located within the public right of way shall be put in place in strict accordance with the regulations and requirements of the North Carolina State Highway Department.

If any government agency or private or public utility deems it necessary or advisable to erect one or more structures within the area shown on the recorded map hereinafter identified, in order to furnish utilities to the vicinity, including the area shown on the said map, then, with the prior written consent of Caroleen-Henderson Enterprises, Inc., or its designated agent, any lot within the area may be used for such purpose, provided:

(a) The structure placed upon the lot has the general exterior appearance of a residence and is approved as to both appearance and size by Caroleen-Henderson Enterprises, Inc..

(b) The use of any such structure shall be limited to a telephone exchange, telephone repeater junction or switching facility, electric power transformer house or sub-station, pumping station, control station for gas distribution, water tank, clerical office, library, or any combination of such uses; and any such structure shall have adequate paved and screened off-street parking for the vehicles of visitors, employees or patrons. All services and operational functions conducted on the premises shall be within the enclosure of the structure.

(c) The yard storage of yard and garden maintenance machinery, equipment parts, or other accessories shall be fully screened by a wall or by shrubbery of sufficient height to conceal such storage.

(d) No open portion of the lot shall be used as a storage place or garage for any type of commercial vehicles, which shall be housed in a garage enclosure and which shall be limited in size to accommodate not more than six (6) vehicles.

(e) The limitations, restrictions and provisions of all other paragraphs of this document, except paragraph one, shall apply to the non-dwelling use permitted by this paragraph unless inconsistent with the permissive non-dwelling use herein granted.

12. 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 (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.
13. No sign or bulletin boards of any description shall be displayed on any residential lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two by three (2 x 3) feet in size.
14. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or any other unenclosed area within the Properties, except in such areas within the properties or on lots which are approved for such purposes by the Board of Directors.
15. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot other than a conventional television 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.
16. Any detached storage buildings located on a lot must be of similar design and materials as the home located thereon. No metal building, metal accessory structure or above-ground pool of any kind shall be placed on any lot.

17. Chain link or other metal fencing is not permitted, except that two-inch by four-inch (2" x 4") mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty percent (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 immediately around patios, wood decks, or pools as privacy screens; provided, however, the design and appearance of such fencing is specifically subject to review by the Architectural Control Committee as set forth in Paragraph 2 hereof prior to the commencement of construction.
18. (a) Caroleen-Henderson Enterprises, Inc. also reserves an easement in and right at any time in the future to grant a five-foot right of way over, under, and along the rear lines of each lot or assembly of contiguous lots for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water, sanitary sewerage and storm water drainage services.

(b) Caroleen-Henderson Enterprises, Inc. also reserves an easement in and right at any time in the future to grant a five-foot right of way over, under and along the side lines of each lot or assembly of contiguous lots for the same uses and purposes set forth in paragraph 18(a) above.

(c) Caroleen-Henderson Enterprises, Inc. reserves an easement in and right at anytime in the future to grant a five-foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.
19. No driveway cuts or other accesses shall be allowed on any collector streets within Cedarfield II Subdivision without the prior written consent of Caroleen-Henderson Enterprises, Inc., its successors or assigns.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and after that time these covenants shall be extended automatically for successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered, agreeing to change said covenants in whole or in part.
21. These covenants may be enforced by Caroleen-Henderson Enterprises, Inc., or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.
22. Invalidation of any one of these covenants by judgment, court order, or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.
23. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any land of Caroleen-Henderson Enterprises, Inc. other than the land shown on the subdivision map hereinabove referred to.
24. Each 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 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 collection by governmental or other similar garbage and trash removal units.