

PRESENTED FOR
REGISTRATION

STATE OF NORTH CAROLINA)
69 MAY -4 PH 3: 14
COUNTY OF MECKLENBURG)

RESTRICTIVE COVENANTS

W. L. POWERS
REGISTER OF DEEDS
MECKLENBURG CO., N.C.

KNOW ALL MEN BY THESE PRESENTS that TC Homes Charlotte - Long Creek Limited Partnership, a Texas limited partnership ("Developer") does hereby covenant and agree to and with all other persons, firms and corporations hereafter acquiring an interest in the hereinafter described property:

20.00
20.00
20.00

See Exhibit A attached hereto and incorporated herein by reference.

10:23 #3050 000
05/04/83

that said property is subjected to the following restrictions as to the use thereof running with said property by whomsoever owned:

1. RESIDENTIAL LOTS ONLY. 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 lot other than a single-family dwelling not to exceed three stories in height and a private garage for each unit for not more than three cars and other accessory structures customarily incidental to the use of the lot.

2. SETBACKS. No building shall be located nearer to the front property line or any side street line than the building set back line as shown on the recorded map now or hereafter recorded. 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, Developer 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. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extending beyond the outside wall of the structure shall not be considered part of the structure. However this provision shall not be construed to authorize or permit encroachment upon any easements, rights-of-way or property of an adjacent owner.

3. MINIMUM SQUARE FOOTAGE. The total area of heated/living space of each dwelling unit shall be not less than 1300 square feet under roof in the case of one-story residence and not less than 750 square feet under roof on the first floor in the case of residences of one and one-half (1-1/2) stories or more.

4. LIMITATION OF SUBDIVISION OF LOTS. No lot shall be subdivided so as to increase the total number of lots shown on

J. Hayden Hayrell
2600 One First Union
Charlotte, NC 28202-6038
ater, 301 S. College St.

said recorded plat. A lot may be subdivided only if each portion of the subdivided lot is combined with the adjoining lots to form larger lots.

5. 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.

6. MAINTENANCE OF GROUNDS. The owner or owners of each lot in the subdivision shall maintain their lot or lots in a neat and clean condition free of all trash, debris, weeds and vines. The yard, grounds, shrubbery and trees shall be maintained in a neat and trim condition.

7. NUISANCES. No obnoxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisances to the neighborhood.

8. OTHER STRUCTURES. 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. For purposes of this Section, the term "trailer" shall specifically include, without limitation, a "manufactured home" as defined in Section 143-143.9(6) of the North Carolina General Statutes, as the same may be amended, and any other structure substantially constructed or prefabricated. 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 (unless parked in a driveway) and, in addition, shall be parked under cover and within a carport, garage or other shelter approved by the Developer, or its successors and assigns, 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 the Developer, builders may maintain temporary construction offices on lots.

9. METAL GARAGES, CARPORTS, ACCESSORY STRUCTURES, ABOVE GROUND POOLS. No metal carport or metal garage shall be erected on any lot or attached to any residence building located on the lot. No metal building, metal accessory structure or above-ground pool of any kind shall be placed on any lot.

10. UTILITY AND DRAINAGE EASEMENTS. A perpetual easement is reserved over the rear ten (10) feet of each lot for utility installation and maintenance, and public drainage, and/or as

6021 0786

shown on the recorded map. A perpetual easement is reserved over the side five (5) feet of each lot line for utility installation, and/or as shown on the recorded map. No structures, planting or other materials shall be placed or permitted to remain within such easements which may interfere with the installation of sewerage or disposal facilities and utilities which may change the direction or 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 on 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.

11. TEMPORARY CONSTRUCTION EASEMENTS. Easements for temporary access and construction are reserved over the rear ten (10) feet and each side five (5) feet of every Lot. Any owner disturbing property within said easements shall be responsible for restoring said property to its condition prior to disturbance.

12. RESERVATION OF RIGHT TO CREATE ADDITIONAL EASEMENTS. Developer reserves the right to create and impose additional easements and rights-of-way over any lot. Such recording shall be in addition to and not in lieu of any easements heretofore reserved in these Restrictive Covenants.

13. 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.

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

15. RUBBISH AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers.

16. FENCES, WALLS AND HEDGES. No fence, wall, hedge, mass planting or similar obstruction shall be erected or placed in that portion of any lot lying to the front of the residence on such lot nor shall any fence, wall, hedge, mass planting or similar obstruction exceeding eight (8) feet in height be erected or placed in that portion of any lot lying to the rear of the front of the residence on such lot; provided, however, the Developer, or its successors and assigns, shall have the authority to approve variances from the above requirements. 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

5021 0787

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 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 Developer or its successors and assigns prior to the commencement of construction.

17. SATELLITE DISHES OR DISCS. 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.

18. VEHICLES. No vehicles of any type may be parked in the yard of a home or any lot other than in the driveway/garage area. No wrecked, unlicensed or inoperable vehicles may be stored or maintained on any Lot outside an enclosed structure.

19. 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 right-of-way margins and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way margins extended. The same site line limitation shall apply to the intersection of a street right-of-way margin with the edge of a driveway or alley pavement within the triangle area formed by a line connecting the two at points ten (10) feet from the intersection of the street right-of-way margin and the driveway or alley pavement lines extended. No fence, wall, hedge or shrub planting 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.

20. DESIGN AND SITE APPROVAL. No structure of any kind (including, but not limited to, dwellings, buildings, fences, walls, mail boxes, outbuildings, or other accessory structures) shall be commenced, erected or maintained upon the Property, nor shall any addition to any existing structure or a change or alteration therein be permitted, until complete final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location of floor plan therefor, and showing front, side and rear elevations have been submitted to and approved by the Developer as to harmony of exterior design and general quality standards of the area and the Long Creek Subdivision community generally, and as to location in relation to surrounding structures and topography.

6021 0788

21. COVENANTS INDEPENDENT OF ONE ANOTHER. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

22. 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.

23. EFFECTIVE PERIOD. These Restrictions shall be construed to be covenants running with the land, and shall be binding on all parties and/or legal entity claiming an interest in any Lot. These restrictions, covenants and conditions shall be binding for a period of twenty (20) years from the date these restrictions are recorded, and after that time these Restrictions shall be extended automatically for successive periods of ten (10) years, unless the majority of the then owners of said Lots amend or abolish these Restrictions by recorded instrument.

24. ENFORCEMENT. These Restrictions may be enforced by the Developer, Owner or any other person/firm having an interest in any Lot, by proceedings at law or in equity to restrain violation thereof or to recover damages.

IN WITNESS WHEREOF, the parties have caused these documents to be executed this 4th day of May, 1988/ 9.

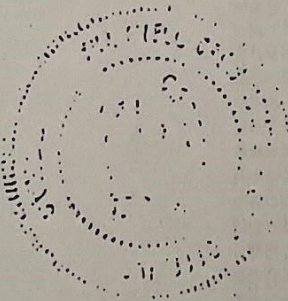
TC HOMES CHARLOTTE - LONG CREEK
LIMITED PARTNERSHIP

BY: Trammell Crow Homes -
Charlotte, Inc.

ATTEST:

Rhonda E. Lawrence
asst. Secretary

By: RM
Vice President

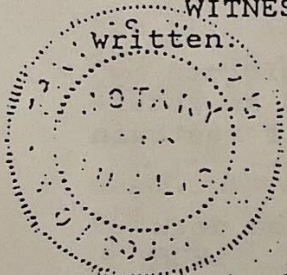


5021 0789

STATE OF NORTH CAROLINA
Gaston
COUNTY OF MECKLENBURG

I, Frances W. Hough, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 13th day of May, 1989, Robert Ingraham personally appeared before me and, being by me duly sworn, said that he/she is the Vice President of TRAMMELL CROW HOMES - CHARLOTTE, INC., a Texas corporation, General Partner of TC HOMES CHARLOTTE - LONG CREEK LIMITED PARTNERSHIP, a Texas limited partnership, and that the statements contained in the foregoing instrument are true, and he/she acknowledged said instrument to be the duly authorized act and deed of said corporation as General Partner of said limited partnership.

WITNESS my hand and notarial seal the day first above written.



Frances W. Hough
Notary Public

My Commission Expires: February 2, 1993

U1-84A.LMW

BEGINNING at a point in the southwesterly margin of the right of way of South Ford Road, said point being located South 08-38-49 West 8.12 feet from an iron rod marking the northwest corner of Lot 1 as shown on map of Pine Island Country Club recorded in Map Book 14 at Page 265 of the Mecklenburg County Public Registry, said point also being South 8-38-49 East 427.20 feet from an existing concrete monument marking the most easterly point of the Carmen V. Burke property (now or formerly) described in Deed Book 2044 at Page 465 of the Mecklenburg County Public Registry, and thence running from said beginning point with the westerly margin of the aforementioned Pine Island Country Club property the following four (4) courses and distances: (1) South 08-38-49 West 356.1 feet to a stone with an "X"; (2) thence South 00-57-57 East 610.76 feet to an existing 3/4" iron rod; (3) thence South 01-38-14 East 621.89 feet to an existing concrete monument in the westerly margin of Lot 17 of the aforementioned Pine Island Country Club property; and (4) South 50-15-06 West 131.23 feet to an existing iron pin marking the northernmost point of the James Cullen Curlee and wife, Catherine B. Curlee property (now or formerly) as described in Deed recorded in Deed Book 3181 at Page 241 of the Mecklenburg County Public Registry, thence with the Curlee property (now or formerly) the following two (2) courses and distances: (1) South 50-15-06 West 302.28 feet to an iron pin; and (2) South 40-59-04 East 263.40 feet to a point in Long Creek, thence running with Long Creek the following four (4) courses and distances: (1) South 60-40-56 West 120.0 feet to a point; (2) thence South 59-00-57 West 210.0 feet to a point; (3) South 42-05-57 West 248.2 feet to a point; and (4) South 19-55-56 West 188.5 feet to a point in the sixty foot right of way of Mt. Holly Road, thence North 45-09-59 West 106.6 feet to a point in the aforementioned Mt. Holly Road right of way, thence leaving the aforementioned Mt. Holly Road right of way North 15-22-09 East 408.90 feet to an existing concrete monument marking the northeast corner of the Camp Latta Heights property recorded in Map Book 3 at Page 238 of the Mecklenburg County Public Registry, thence with the northern margin of the aforementioned Camp Latta Heights property, also being the northern margin of a 15 foot alley running North 63-58-18 West 614.05 feet to an existing concrete monument, thence leaving the northern margin of the aforementioned Camp Latta Heights property North 11-17-31 East 894.84 feet to an existing concrete monument marking the northeast corner of the Bel-Mar Investments and Properties, Inc. property (now or formerly) as described in Deed Book 5123 at Page 521 of the Mecklenburg County Public Registry and also marking the southeastern corner of the Moran F. Helms and wife, Marilyn B. Helms property (now or formerly) as described in Deed Book 4503 at Page 982 of the Mecklenburg County Public Registry, thence running with the eastern margin of the aforementioned Helms property (now or formerly) North 07-27-00 East 881.05 feet to an existing concrete monument, thence North 59-16-00 West 70.0 feet to a point in the sixty foot right of way of Mt. Holly-Huntersville Road, passing a concrete monument on the easterly margin of said right of way at 39.87 feet, thence North 35-51-07 East 135.64 feet to a point, thence South 07-23-05 West 67.67 feet to an existing concrete monument in the easterly margin of the aforementioned Mt. Holly-Huntersville Road right of way, thence running with the easterly margin of the aforementioned Mt. Holly-Huntersville Road right of way North 32-08-06 East 82.62 feet to an existing concrete monument; thence leaving the aforementioned Mt. Holly-Huntersville Road right of way running South 58-37-35 East 399.94 feet to a concrete monument; thence North 28-50-50 East 450 feet to an iron pin, thence North 59-32-32 West 411.44 feet to an axle in the sixty foot right of way of Mt. Holly-Huntersville Road, thence running with the right of way of the aforementioned Mt. Holly-Huntersville Road the following three (3) courses and distances: (1) North 29-11-18 East 74.52 feet

to a point; (2) North 38-41-12 East 149.05 feet to a point; and
(3) North 50-26-13 East 118.84 feet to a point in the South-
westerly margin of the sixty foot right of way of South Ford
Road; thence running with the Southwesterly margin of the sixty
foot right of way of South Ford Road South 32-45-28 East 834.14
feet to the point of BEGINNING and being 52.535 total acres.
and 51.852 net acres as shown on Boundary Survey for Trammell
Crow by E.S.P. Associates, P.A. dated December 18, 1987.

LESS AND EXCEPTING all of those lots more particularly
described as follows:

BEING all of Lots 1, 2, 4 and 6 as described on map of
Long Creek, Phase I recorded in Map Book 22 at Page 250
of the Mecklenburg County Public Registry; and,

BEING all of Lots 9, 10 and 12 of Block 1; Lots 1, 3, 5,
6, 9, 10, 11, 15, 16 and 19 of Block 4; Lots 2 and 8 of Block
2, all as described on map of Long Creek, Phase II, Map 1
recorded in Map Book 22 at Page 858 of the Mecklenburg County
Public Registry; and,

BEING all of Lot 11, Block 2 as described on map of Long
Creek, Phase II, Map 2 recorded in Map Book 22 at Page 859
of the Mecklenburg County Public Registry.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of _____
FRANCIS W. HOUGH

a Notar(y) (ies) Public (is) (are) certified to be correct.
This 4 day of May 19 89

Anne A. Powers, Register of Deeds

By: BERNARD W. MEADOWS Deputy