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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PLANTATION OFFICE PARK

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter "Covenants") made on August 21<sup>st</sup> 1997, by WILLIAM TROTTER DEVELOPMENT COMPANY (hereinafter "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the fee owner of certain lands and premises located in the Mecklenburg County, State of North Carolina which are more particularly described in Exhibit "A" attached hereto and by this reference hereby made a part hereof; (hereinafter "the Property") and

WHEREAS, Declarant shall cause to be incorporated under the laws of the State of North Carolina as a nonprofit corporation, an Association known as Owners Association of Plantation Office Park, (hereinafter "the Association") for the purpose of preserving the values and amenities of the above-described property and enforcing covenants, conditions, and restrictions and collecting and disbursing the assessments as herein provided:

NOW, THEREFORE, Declarant hereby declares that, all of the Property described above shall be held, sold, conveyed, occupied, developed, and redeveloped subject to the following easements, restrictions, covenants, and conditions, as well as the Articles of Incorporation of the Association and the Bylaws of the Association, which are all for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**Definitions**

1.1 For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

(a) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "B," together with all future amendments or supplements thereto.

(b) "Association" shall mean and refer to Owners Association of Plantation Office Park, a North Carolina nonprofit corporation, formed to administer, manage, and operate the common affairs of the Owners of the Property and to maintain, repair, and replace the common Elements thereof as provided in these Covenants and the Bylaws.

(c) "Board" shall mean the Board of Directors of the Association, and any reference herein or in the Articles of Incorporation, Bylaws, or Rules and Regulations to any power, duty, right of approval, or any other right of the Association shall be deemed to refer to the Board and not to membership of the Association.

(d) "Bylaws" shall mean the Bylaws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "C," together with all future amendments or supplements thereto.

Drawn by: William Trotter Development Company  
Mail to: Lancaster & Trotter (Box 67)

(e) "Common Elements" shall include all Common Land and Common Improvements as hereinafter defined:

(i) "Common Land" shall include all real property maintained for the common use and enjoyment of the Owners in which the Association has fee ownership or a right of easement of use. Common Land shall include the following areas noted on the Master Plan, sheet MP-1, attached as Exhibit F:

- A. Sign easements on Weddington Road
- B. Medians in Plantation Center Drive
- C. The sidewalk and street trees within the right-of-way of Weddington Road and Plantation Center Drive.

(ii) "Common Improvements" shall include all facilities, utilities, and other improvements found or located on Common Lands.

(f) "Common Expenses," sometimes referred to herein as "Common Charges," shall be all those expenses incurred or to be incurred by the Association in the performance of its duties or powers as required and authorized by these Covenants, the Bylaws, and the Articles of Incorporation.

(g) "Covenants" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

(h) "Covenants Committee" shall mean and refer to the 3-person committee whose function it shall be to assure that the Property is developed and maintained in accordance with the Articles of Incorporation, Covenants, and Bylaws.

(i) "Declarant" shall mean and refer to William Trotter Development Company and shall also mean and refer to any person, firm or corporation to which William Trotter Development Company may assign its rights as Declarant.

(j) "Lot" shall mean and refer to any plot of land shown upon a recorded and approved final subdivision map of the Property.

(k) "Lot Improvements" shall be as defined in Section 6.1(h) hereof.

(l) "Member" shall mean and refer to the Member or Members of the Association who shall be the Owner(s) as hereinafter defined.

(m) "Owner" shall mean those persons or entities in whom record fee title to any Lot is vested or a third party to whom an Owner has transferred its rights and duties of Membership pursuant to the Bylaws, as shown in the records of the Mecklenburg County, including the Declarant (so long as the Declarant is record title holder of any portion of the Property), unless the context expressly indicates otherwise, but notwithstanding any applicable theory or mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" refer to any lessee or tenant of an Owner.

(n) "Property" shall mean and refer to that certain real property described in Schedule "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(o) "Rules and Regulations" shall mean the Rules and Regulations of the Association.

## ARTICLE 2

### Property Rights and Easements

2.1 Subject to the limitations hereafter provided, every Owner shall have a right and easement of enjoyment in and to the Common Elements that shall be appurtenant and shall pass with the title to every Lot.

2.2 The Owners' right granted in Section 2.1 shall be subject to and limited by the following:

(a) Subject to the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes as are consistent with the purposes of the Association as set forth in these Covenants, the Bylaws, and the Articles of Incorporation. No such dedication or transfer shall be effective unless agreed upon by a vote of the Members totaling at least two-thirds (2/3) of the then-outstanding eligible votes.

(b) Limited in that each Owner shall have rights only in those Common Elements (granted pursuant to these Covenants and the Bylaws) for which such Owner shall pay any portion of the Common Expenses related thereto.

(i) From and after the date specified in Section 3.2 hereof, all Owners shall have rights in and be responsible for a portion (which portion is defined in Article 3 of these Covenants) of the Common Expenses of all Common Elements, plus any and all unclassified Common Charges assessed pursuant to subsection 3.3(c) hereof.

(c) Subject to each Owner's responsibility to pay all Common Expenses assessed by the Board (either annual or special) against that Owner's Lot.

2.3 Subject to the limits of Section 2.2 above, every Owner, its successors, and assigns, shall have the following perpetual easements with respect to the Property:

(a) A nonexclusive easement for ingress and egress to its Lot over, across, and through the Common Elements on the private roadways constructed for such purposes; and

(b) A perpetual easement in common with the Owners of all other Lots to use all pipes, wires, cables, public utility lines, and other Common Elements serving its Lot; and

(c) A perpetual and nonexclusive easement in, over, and through the Common Elements and to use the entranceways, walks, and other Common Improvements within the Property subject to the right of the Board to:

(i) promulgate Rules and Regulations for the use and enjoyment thereof; and

(ii) suspend the enjoyment and voting rights of any Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either nonpayment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

2.4 The Association or the appropriate utility, its successor, and assigns, shall have the following perpetual easements with respect to the Property:

(a) A perpetual and exclusive easement for the maintenance of any Common Elements, which encroach upon a lot as shown on the Master Plan, sheet MP-1, attached as Exhibit F; and

(b) The Association, through the Board or any manager or managing agent or their respective agents or employees shall have the perpetual and nonexclusive right of access to each Lot 9i) to inspect same for the purpose of verifying conformance with these Covenants, the Bylaws, the Articles of Incorporation, and any Rules and Regulations of the Association, (ii) to remedy any violations set forth in these Covenants, the Bylaws, or in any Rules or Regulations of the Association, and (iii) to perform any operations required in connection with the maintenance, repairs, or replacements of or to the Common Elements, or any equipment, facilities, or fixtures affecting or serving other Lot(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not; and

(c) A perpetual, blanket, and nonexclusive easement in, upon, over, under, across, and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property; and

(d) A blanket, perpetual, and non exclusive easement in, upon, over, across, and through the Common Elements for the purpose of the installation, maintenance, repair, service, and replacement of all sewer, water, power, and telephone pipes, lines, main, conduits, waters, poles, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property and the Lots, which easement shall be for the benefit of any governmental agency or utility company or other entity that requires same for the purpose of furnishing one or more of the foregoing services; and

(e) A blanket, perpetual, and nonexclusive easement of unobstructed ingress and egress in, upon, over, across, and through the Common Elements to the Association, their respective officers, agents, and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to the Lot which the Owner has failed to perform) and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subsection shall be exercised only during reasonable daylight hours and then, whenever practical, only after advance notice to and with permission of the Owner(s) directly affected thereby.

### ARTICLE 3

#### Covenant for Common Expense Assessments; Allocation

3.1 It shall be an affirmative and perpetual obligation of the Board to fix Common Expense assessments in an amount at least sufficient to maintain and operate the Common Elements as contemplated by these Covenants and the Bylaws. The amount of monies for Common Expenses of the Association shall be set by the Board. On or before December 1 of each year, the Board shall set the amount of the annual assessment for the ensuing year for each Lot. Further provided that, commencing effective January 1, 1997, the Annual assessment shall not exceed the amount of \$340.00 per acre (the "BASE MAXIMUM" as hereinafter adjusted (the "MAXIMUM ANNUAL ASSESSMENT")):

(i) The Base Maximum shall automatically increase annually by the increase in the Consumer Price Index (the "CPI") published by the U.S. Department of Labor (Urban Wage Earners, Atlanta, all items), as determined for the month of October of a respective year (or, where such index shall be unavailable, such substitute method of computation as shall then be available). The base figure for the CPI shall be that published for the month of October, 1996.

(ii) From and after January 1, 2002, said Base Maximum may be increased without limitation, if such increase is approved by Members (excluding Declarant) entitled to no less than two-thirds (2/3) of the votes represented in person or by proxy at a meeting duly called for this purpose.

3.2 Every Owner shall be deemed to covenant and agree to pay to the Association such sums, by way of annual or special Common Expense assessments contemplated herein or in the Bylaws. Declarant's obligation to pay such sums commences upon the recording of these Covenants; the obligation of all other Owners to pay such sums commences upon their acceptance of a deed or other conveyance for a Lot whether or not it shall be so expressed in any such deed or other conveyance.

3.3 Common Expenses shall be allocated among the Owners as follows:

All Owners shall pay their proportionate share of all annual and special Common Expenses assessed by the Board in connection with all the common Elements listed in Section 2.2(b)(i). Each Owner's proportionate share of the Common Expenses referenced in the preceding sentence shall be determined by multiplying the amount of all then-payable Common Expenses assessed by the Board by a fraction, the numerator of which shall be the total acreage of the applicable Lot (as certified to the Board by a licensed North Carolina surveyor and accepted by the Board), including all Common Land lying therein, and the denominator of which, shall be twenty (20), provided, however that the denominator will be changed to coincide with the total number of acres in the Property, after the street system is fully dedicated.

3.4 No Owner may waive or otherwise avoid liability for Common Expenses by nonuse of the Common Elements. Each such assessment shall be a continuing lien upon the Lot against which it was made and shall also be a personal obligation of the Owner of such Lot at the time when the Common Expense assessment fell due and of each subsequent record owner of such Lot, together with any interest thereon, late charges, or the cost of collection thereof (including reasonable attorney's fees). Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense assessments may be maintained without foreclosing the lien securing the same.

*Individual Lot Owners shall pay all real estate taxes for land classified as Common Elements that lies within each individual Owner's Lot lines, notwithstanding anything in the Covenants to the contrary, including, but not limited to, Article 3 thereof.*

#### ARTICLE 4

##### **Purpose of Common Expenses; Responsibility of Owners**

4.1 The annual Common Expense assessments levied by the Board shall be used for the maintenance, repair, and replacement of the Common Elements; payment of all taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association.

4.2 Each Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own Lot, provided, however: (i) such maintenance, repairs, and replacements as may be required for the functioning of the Common Elements within the Lot shall be furnished by the Association; and (ii) the Association, its agents, and employees may effect emergency or other necessary repairs...the Owner has failed to perform; but any and all expenses incurred pursuant to part (ii) above shall be the responsibility of the Owner(s) affected thereby.

4.3 If, due to the negligent act or omission of or misuse by an Owner, or a guest, tenant, invitee, or visitor (whether authorized or unauthorized by the Owner), damage shall be caused to the Common Elements or to a Lot(s) owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be a Common Expense, then the Owner directly or indirectly so responsible shall pay for such damage and be liable for any damages, liability, cost, and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs, and replacements to the Common Elements or the Lot(s) shall be subject to the Bylaws and the Rules and Regulations.

#### ARTICLE 5

##### **Administration**

5.1 The administration of the Common Elements of the Association and any other common facilities shall be by the Association in accordance with the provisions of these Covenants, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and of any other agreements, documents, amendments, or supplements to the foregoing that may be duly adopted.

## ARTICLE 6

### Restrictions

6.1 The Property is subject to all covenants, restrictions, and easements of record and to the following restrictions:

(a) There shall be no obstruction of the Common Elements without the prior consent of the Board or Covenants Committee, as appropriate. The use by Owners of any designated area that is part of the Common Elements shall be uniformly prescribed by the Board or Covenants Committee, as appropriate.

(b) No portion of the Common Elements or other portion of the Property shall be used or maintained for the dumping of rubbish or debris.

(c) No exterior loudspeakers shall be permitted, nor shall unshielded-floodlights be installed without the permission of the Board or the Covenants Committee, as appropriate.

(d) In order to provide for an orderly procedure in the case of title transfers and to assist in the maintenance of a current roster of Owners, the Owner of a Lot shall give the Secretary of the Association timely notice of his intent to list his Lot for sale or lease his Lot and, prior to the closing of title or the commencement of the term of the lease, shall notify the Secretary of the names and addresses of the purchasers or lessees.

Notwithstanding the above, a sale or lease of a Lot shall not require the permission of the Board or the Association.

(e) To the extent that equipment, facilities, and fixtures within any Lot shall be connected to similar equipment, facilities, or fixtures affecting or serving other Lot(s) or the Common Elements, then the use thereof by the individual Owners shall be subject to these Covenants, the Bylaws, and the Rules and Regulations of the Association.

(f) No noxious or offensive activities shall be carried on, in, or upon the Common Elements or in any Lot, nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to other Owners.

(g) No unlawful use shall be made of any Lot; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(h) No building, fence, wall, road, parking lot, parking structure or other structure, or any improvement (all of which are hereinafter collectively referred to as Lot Improvements) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same (as more particularly described in Exhibit "D") shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Covenants Committee. The procedure for such approval is as follows:

(i) Owner, at Owner's sole cost and expense, shall cause an architect or engineer to prepare schematic drawings, plans, sections, elevations, and other materials (herein collectively called "Schematic Plans") with respect to the proposed Lot Improvements,

which shall be signed by an architect or engineer licensed to practice in North Carolina, disclosing the matters and details specified in Exhibit "D," "Design and Construction Requirements," which is attached hereto and made a part hereof, complying with: (A) all zoning, building, and other applicable laws and ordinances; (B) the criteria set forth in Exhibit "D"; and (C) any and all other reasonable requirements of the Board. The Covenants Committee shall review the Schematic Plans and within thirty (30) days of the submission thereof shall notify Owner of the approval or disapproval of the same, as the case may be. In the event that the Covenants Committee shall have failed to notify Owner within the said thirty (30)-day period, then the Schematic Plans shall be deemed to have been approved.

The Covenants Committee shall have the right to refuse to approve Schematic Plans that, based on the Committee's reasonable judgment, are not in conformance with the above criteria and/or the requirements of Exhibit "D." The Covenants Committee shall notify Owner of the specific respects, if any, in which the Schematic Plans do not meet with their approval.

(ii) Owner, at Owner's sole cost and expense, shall cause working drawings and specifications with respect to the proposed Lot Improvements (which shall logical extensions of the approved Schematic Plans) to be prepared, disclosing the matters and details specified in Exhibit "D," and shall submit the same to the Covenants Committee for consideration. The Covenants Committee shall review such working drawings and specifications and within thirty (30) days of the submission thereof shall notify Owner of its approval or of specific reasons for its disapproval thereof, as the case may be. In the event the Committee shall have failed to notify Owner of its approval or disapproval of such working drawings and specifications within said (30)-day period, then the same shall be deemed to have been approved. The Committee shall have the right to refuse to approve said working drawings and specifications only in the event the same shall not constitute logical extensions of the approved Schematic Plans. The working drawings and specifications as may be approved are herein collectively called the "Final Plans," and no significant change shall be made therein without first obtaining the approval of the Covenants Committee.

(iii) In the event that the Covenants Committee shall disapprove either the Schematic Plans or the Final Plans, the notice of disapproval shall state the specific reason(s) for such disapproval. The Owner shall revise and resubmit all disapproved plans at Owner's sole cost and expense for further review and consideration and shall continue the process until approval has been obtained.

(iv) During construction of the Lot Improvements, the Owner shall adhere to the standards and requirements set forth in Exhibit "D."

(v) Approval of Owner's Schematic Plans and Final Plans is within the sole control and discretion of the Covenants Committee subject to the terms, provisions, and standards of these Covenants, the Bylaws, and Exhibit "D."

(I) Each Owner shall keep the Lot owned by it and all Lot Improvements therein or thereon in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning of all trees and shrubbery, the maintenance of all private driveways and parking areas (including snow removal, when necessary), and the painting (or other appropriate external care) of all buildings and other Lot improvements,



all in a manner consistent with the standards as set forth in Exhibit "E," "Maintenance Standards," a copy of which is attached hereto and incorporated herein. No Owner shall make any significant alteration in the landscaping of its Lot, including removal or placement of trees and shrubbery or construction of any fencing between Lots, without the prior approval of the Covenants Committee. If, in the opinion of the Covenants Committee, any Owner fails to perform the duties imposed by the preceding sentences, the Board after fifteen (15) days written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint, and restore the Lot or such Lot Improvements, and the cost thereof shall be a binding personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) by the Association, due and payable to the Association, upon the Lot in question.

(j) The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the above restrictions and shall have the right to bring suits both in law and in equity to enforce the Rules and Regulations so promulgated. The Board may install a system for imposing fines on those Lot Owners who violate the Rules and Regulations if the Board believes such a system to be appropriate.

#### **ARTICLE 7**

##### **Obligation of Declarant**

7.1 Until the conveyance of title to the first Lot, the Declarant shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Lots to whom title shall then and thereafter have been conveyed shall be responsible for their proportionate share of all Common Expenses as provided in Article 3 of these Covenants. Declarant shall be responsible for payment of all Common Expenses that may be assessed against that portion of the Property that has not been initially or thereafter conveyed by Declarant; however, such obligation on the part of the Declarant shall cease as to any portion of the Property thereafter conveyed.

#### **ARTICLE 8**

##### **No Partition**

8.1 Subject to the provisions of these Covenants, the Articles of Incorporation, and the Bylaws, the Common Elements shall remain undivided and no Owner(s) shall bring any action for partition or division thereof.

#### **ARTICLE 9**

##### **Association Membership and Voting**

9.1 Upon acceptance of a Deed to a Lot, each Owner shall automatically become a Member of the Association and shall be a Member for so long as he shall hold legal title to his Lot, subject to all provisions of these Covenants, the Articles of Incorporation, and the Bylaws (including paragraph 2.2 (b) hereof) and Rules and Regulations that may now or hereafter be established for or by the Association. The Declarant shall be a Member of the Association with respect to all Lots owned by it, which Membership shall commence upon the recording of these Covenants.

9.2 Members in the Association will have the right to vote on Association matters in accordance with provisions set forth in the Bylaws and the voting rights provisions set forth in the Articles of Incorporation.

## ARTICLE 10

### Enforcement

10.1 Each Owner shall comply with and shall assume ownership subject to laws, rules, and regulations of governmental authorities having jurisdiction over the Property, the provisions of these Covenants, the Articles of Incorporation, the Bylaws, Rules and Regulations of the Association, and any other documents, amendments, or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Association or any Owner in any court or administrative tribunal having jurisdiction, against any person or persons, firm, or corporation violating or attempting to violate or circumvent any of the aforesaid, or against any Owner to enforce any lien created by these Covenants or any covenant contained herein. Failure by the Association or any Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. No liability shall attach to the Association, any Owner, or any other party or organization for failure to enforce any covenant herein contained.

## ARTICLE 11

### Amendment of Covenants

11.1 Except for Articles 2 and 6, these Covenants may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all then outstanding eligible votes of the Members at any meeting of the Association duly held in accordance with the provisions of the Bylaws. No amendment shall be effective until recorded in the Office of the Register of Deeds, Mecklenburg County. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Register of Deeds, Mecklenburg County..

11.2 Notwithstanding anything herein to the contrary, the easements established in Article 2 may be modified or extinguished only by consent of all Owners and with the consent of all other persons or entities in whose favor the easement was established. The restrictions set forth in Article 6 of these Covenants may be amended only as provided in Article 15 hereof.

## ARTICLE 12

### Waiver

12.1 No provision contained in these Covenants shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

## **ARTICLE 13**

### **Gender**

13.1 The use of the masculine gender in these Covenants shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

## **ARTICLE 14**

### **Approval of Agreements**

14.1 The fact that some or all of the officers, Members, or employees of the Association and the Declarant may be identical and the fact that the Declarant has heretofore or may hereafter enter into agreements with the Association or with third parties will not invalidate any such agreements, and the association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof, provided that same are reasonable by normal commercial standards and will not be binding upon the Association for more than two (2) years after the Declarant is no longer in control of the Association. The purchase of a Lot and the acceptance of a Deed therefor by any party shall constitute the ratification, confirmation, and approval by such purchaser, his heirs, legal representatives, successors, and assigns of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by these Covenants, the Articles of incorporation, or the Bylaws.

## **ARTICLE 15**

### **Duration**

15.1 The provisions of these Covenants shall be perpetual in duration, shall run with and bind all of the Property, and shall inure to the benefit of and be enforceable by the Association and the Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article 6 shall have an initial term of forty years from the date these Covenants are recorded in the Office of the Register of Deeds, Mecklenburg County at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless the Owners by a vote of at least two-thirds (2/3) of the then-outstanding eligible votes at the time of the expiration of the initial period, or of any extension period, agree to change said covenants and restrictions in whole or in part; but, no such change shall become binding unless written notice containing the terms of the proposed change is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said change, and, in any event, any changes shall not become effective and binding until three (3) years after the recording of a fully executed instrument or instruments containing such change.

## **ARTICLE 16**

### **Rule against Perpetuities**

16.1 If any provision of these Covenants or the Bylaws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the twenty-one years after the date of death of the last currently

living descendant of the present employees of William Trotter Company, a North Carolina Corporation.

#### ARTICLE 17

##### Interpretation

17.1 The Board, by majority vote, shall have the right to construe and interpret the provisions of these Covenants and, in the absence of an adjudication by a Court of competent jurisdiction to the contrary, their construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Subject to the foregoing, the Covenants Committee, by majority vote, shall have the right to determine all questions arising in connection with its functions as set forth herein and construe and interpret the provisions of these Covenants with respect thereto, and likewise its construction or interpretation shall be final and binding in the absence of any adjudication by a Court of competent jurisdiction to the contrary.

#### ARTICLE 18

##### Conflict with Municipal Laws

18.1 The covenants, conditions, and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules, or regulations of any governmental authority.

#### ARTICLE 19

##### Invalidity

19.1 The invalidity of any provisions of these Covenants, the Articles of Incorporation, or the Bylaws of the Association shall not be deemed to impair or affect in any manner the validity or enforcement or affect the remainder of these Covenants or the Bylaws, and in such event all of the other provisions of these Covenants and said Bylaws shall continue in full force and as if such invalid provisions had never been included.

#### ARTICLE 20

##### Exhibits

20.1 Attached hereto and made a part hereof are the following Exhibits:

Exhibit "A" - Description of the Property

Exhibit "B" - Articles of Incorporation

Exhibit "C" - Bylaws of the Association

Exhibit "D" - Design and Construction Requirements

Exhibit "E" - Maintenance Standards

Exhibit "F" - Master Plan Sheet, MP-1, Plantation Office Park Depiction of Common Land

ARTICLE 21

No Reverter

21.1 No covenant or restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

ARTICLE 22

Inspection Rights

22.1 Any agent of the Declarant (for as long as Declarant retains ownership in any portion of the Property), the Association, or the Covenants Committee may at any reasonable time or times enter upon and inspect any Lot and any exterior improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these Covenants; and neither the Declarant, the Association, nor the Covenants Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written, by its proper officers, and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

[Corporate Seal]

WILLIAM TROTTER DEVELOPMENT COMPANY

ATTEST:

*Mary P. Maples*

By

*Paul H. Trotter*

SECRETARY

PAUL H. TROTTER  
PRESIDENT

List of Exhibits:

- Exhibit "A" - Description of the Property
- Exhibit "B" - Articles of Incorporation
- Exhibit "C" - Bylaws of the Association
- Exhibit "D" - Design and Construction Requirements
- Exhibit "E" - Maintenance Standards
- Exhibit "F" - Master Plan Sheet, MP-1, Plantation Office Park Depiction of Common Land

STATE OF NORTH CAROLINA, MECKLENBURG COUNTY

I, a Notary Public of the County and State aforesaid, certify that MARY P. MAPLES personally appeared before me this day and acknowledged that she is Secretary of WILLIAM TROTTER DEVELOPMENT COMPANY a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 21<sup>st</sup> day of August, 1997.

William W. Trotter  
Notary Public

My Comm. Expires: 5/4/2000

(NOTARY SEAL)

**EXHIBIT A: BOUNDARY DESCRIPTION FOR PROPERTY INCLUDED IN PARK**

BEING all of that certain property lying in Providence Township, Mecklenburg County, North Carolina which is more particularly described as follows:

BEGINNING at an iron pin in the westerly right of way of Weddington Road, said iron pin being located North 18-54-25 East 1493.72 feet from the NCGS monument "Massey" (Coordinates 488722.226' Northing, 1482504.098' Easting) and being a common corner with the property of Charlotte Market Associates Limited Partnership as described in Deed 6230, Page 19 and recorded in Map 23, Page 897 of the Mecklenburg County Registry, and running thence from said beginning point South 65-00-00 West 365.24 feet to an iron pin; thence North 22-54-44 West 353.00 feet to an iron pin; thence North 52-00-00 West 85.19 feet to an iron pin; thence South 38-00-00 West 102.88 feet to an iron pin; thence with the arc of a circular curve to the right having a radius of 531.35 feet, an arc length of 208.87 feet (Chord: South 49-14-55 West 207.53 feet) to an iron pin; thence South 22-58-58 East 283.13 feet to an iron pin; thence South 46-22-02 West 305.00 feet (passing an iron on line at 43.90 feet) to an iron pin located in the line of the property of the Greek Orthodox Church as recorded in Deed Book 5247, Page 817 of the Mecklenburg Registry; thence North 43-40-23 West 240.00 feet to an iron pin which is the common corner of the property of the Greek Orthodox Church aforementioned and the property of William H. Trotter and wife, Phyllis A. Trotter as recorded in Deed Book 5388, Page 946 of the Mecklenburg Registry; thence North 43-40-23 West 455.97 feet to an iron pin located in the right of way of the Proposed Outer Belt (NCDOT Project No. 8.1670102); thence along the right of way of the Proposed Outer Belt the following courses and distances: (1) with the arc of a circular curve to the right having a radius of 11284.15 feet, an arc length of 403.30 feet (Chord: North 47-29-32 East 403.29 feet) to a right-of-way monument, (2) North 49-00-35 East 297.77 feet to a right-of-way monument, and (3) North 49-15-39 East 749.89 feet to an iron pin located on the line of the property of the North Carolina Department of Transportation as described in Deed Book 4662, Page 778 and Deed Book 4662, Page 780 of the Mecklenburg Registry; thence South 81-54-55 East 215.64 feet a point in the westerly right of way of Weddington Road (said point being located North 81-54-55 West 0.07 feet from a concrete monument); thence with the westerly right of way of Weddington Road the following courses and distances: (1) South 18-25-55 East 41.08 feet to a point, (2) with the arc of a circular curve to the right having a radius of 2430.32 feet, an arc length of 254.51 feet (Chord: South 15-39-00 East 254.39) to a point, (3) South 77-21-00 West 5.00 feet to a point, (4) with the arc of a circular curve to the right having a radius of 960.00 feet, an arc length of 354.99 feet (Chord: South 02-19-30 East 344.12 feet) to a point, and (5) South 08-00-00 West 340.25 feet to an iron pin, said iron pin being the point and place of BEGINNING, and containing 23.081, all as shown on a survey by Neely Land Surveying dated 12/12/94, revised 5/5/97.