

STATE OF NORTH CAROLINA FEB 10, 4 51 PM '84

COUNTY OF MECKLENBURG CHARLES E. CROWDER REGISTER OF DEEDS MECKLENBURG CO. N.C. DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 11th day of January, 1984, by and between CAROLINA FINCORP, INC., a North Carolina corporation (hereinafter "Developer"), and any and all persons, firms, or corporations subsequently acquiring any of the property hereinafter described.

STATEMENT OF PURPOSE

Developer is developing a certain residential subdivision containing thirty-eight (38) lots (hereinafter "Lots") known as LAWYERS STATION, SECTION 2B, as the same is shown on a plat thereof recorded in Map Book 20 at Page 452 in the Mecklenburg County, North Carolina, Public Registry (hereinafter "Development"). Developer desires to restrict the use and occupancy of the Lots in accordance with a general plan of development as hereinafter set forth for the protection of the Lots and the future owners thereof.

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby agrees with any and all persons, firms, or corporations acquiring any Lots in the Development that the same shall be, and are hereby, subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof:

1. Land Use and Building Type. All Lots in the Development shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three (3) cars and other accessory buildings and structures incidental to the residential use of the Lots. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the Development.

2. Building Setback Lines. No building, fence, or wall shall be erected on any Lot nearer to any front street right-of-way or side street right-of-way line than minimum building setback lines shown on the recorded plat. No residence shall be located nearer than ten (10) feet to an interior side lot line. For purposes of determining compliance or noncompliance

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with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure; provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other Lot.

3. Unintentional Violation. In the event of the unintentional violation of any building setback line requirements as set forth above, Developer hereby reserves the right, by and with the written consent of the owner or owners for the time being of such Lot, to change the building setback line requirements set forth in this instrument; provided, however, that no such change shall exceed ten percent (10%) of the marginal requirements of such building setback line requirements.

4. Lot Area and Width. No residential structure shall be erected or placed on any Lot having an area less than fifteen thousand (15,000) square feet.

5. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any 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.

6. Dwelling Size. The finished and unfinished area of any dwelling constructed on any Lot shall not be less than 1000 square feet.

7. Nuisances. No noxious, offensive or illegal activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Development. No Lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. 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. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units. No animals or poultry of any kind other than dogs, cats, or other household pets shall be kept or maintained on any Lot. The provisions of this paragraph shall not apply to Lots upon which houses are under construction.

8. No Subdivision of Lots. No lot may be subdivided by sale, partition, or otherwise so as to increase the total number of lots shown on the recorded plat.

9. Maintenance of Lots. The owner or owners of each lot in the Development 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 trimmed condition.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Fences. 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 setback line shown on the recorded plat.

12. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of each Lot in the Development. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the owner of the Lot except in cases where a public authority or utility company is responsible for such maintenance.

14. Enforcement. Enforcement of this Declaration of Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

15. Severability. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions set forth herein which shall remain in full force and effect.

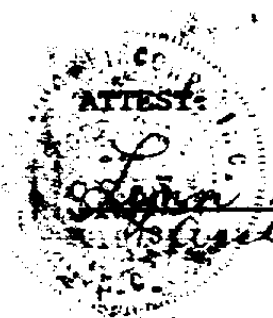
16. Duration. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration of Restrictions is recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the Lots (exclusive of trustees in deeds of trust and owners and holders of notes secured by said deeds of trust) in the Development has been recorded agreeing to change this Declaration of Restrictions in whole or in part.

IN WITNESS WHEREOF, Developer has duly executed this Declaration of Restrictions, the day and year first above written.

[CORPORATE SEAL]

CAROLINA FINCORP, INC.

By *Kenneth W. Barnell*
Vice President



Lynn B. Ward
Secretary

JOINDER IN DECLARATION OF RESTRICTIONS

NORTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, owner and holder of the Note secured by that certain Deed of Trust dated May 19, 1983 and recorded in Book 4675 at Page 232 in the Mecklenburg County Registry, and Richard A. Harper, Trustee thereunder, hereby join in this Declaration of Restrictions for the purpose of giving their express consent and approval that said prior recorded Deed of Trust shall be subordinate hereto. But it is further understood and agreed that except for such subordination, the Deed of Trust shall be and remain in full force and effect.



{CORPORATE SEAL}

NORTH CAROLINA FEDERAL SAVINGS
AND LOAN ASSOCIATION

By *Mark Gooden*

President

ATTEST:

Lynn B. Ward
Asst Secretary

Richard A. Harper (SEAL)
Richard A. Harper, Trustee

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dana K. Bodenbun a Notary Public in and for the County and State aforesaid, do hereby certify that on this 11 day of January, 1984, before me personally appeared George E. Russell, who, being by me first duly sworn, says that he is VICE President of CAROLINA FINCORP, INC., that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument in behalf of said corporation by its authority duly given. And the said George E. Russell acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal.

Dana K. Bodenbun
Notary Public

My commission expires: 5-11-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dana K. Bodenbun a Notary Public in and for the County and State aforesaid, do hereby certify that on this 11 day of January, 1984, before me personally appeared H. Clark Goodson, who, being by me first duly sworn, says that he is Chairman President of NORTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument in behalf of said corporation by its authority duly given. And the said H. Clark Goodson acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal.

Dana K. Bodenbun
Notary Public

My commission expires: 5-11-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dana K. Boduchewna Notary Public in and for the County and State aforesaid, do hereby certify that Richard A. Harper, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal this 11 day of January, 1984.

Dana K. Boduchewna
Notary Public

Commission expires: 5-11-86



JOINDER IN DECLARATION OF RESTRICTIONS

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WHEREAS RYAN HOMES, INC. is the owner of Lot 5 in Block 3 and Lot 7 in Block 3 of LAWYERS STATION, Section 2-B as the same are shown on a plat thereof recorded in Map Book 20 at Page 452 in the Mecklenburg County, North Carolina Public Registry (hereinafter "Lawyers Station, Section 2-B"), which lots were inadvertently conveyed to RYAN HOMES, INC. by Developer prior to the recording of the Declaration of Restrictions; and,

WHEREAS, the said lots owned by RYAN HOMES, INC. were developed as part of the general plan of development of LAWYERS STATION, Section 2-B; and,

WHEREAS, RYAN HOMES, INC. desires to subject said lots to the provisions of the Declaration of Restrictions for LAWYERS STATION, Section 2-B.

NOW, THEREFORE, RYAN HOMES, INC. hereby agrees with any and all persons, firms, or corporations acquiring any lots in the Development that the aforesaid lots, owned by it shall be and are hereby subject to the Declaration of Restrictions for LAWYERS STATION, Section 2-B.

IN WITNESS WHEREOF, RYAN HOMES, INC. has duly executed this Joinder In Declaration of Restrictions, this the 9th day of February, 1984.



RYAN HOMES, INC.

By: Tracy E. Short
Vice President

ATTEST:

Judy W. Ricketts
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Judy W. Ricketts, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 9th day of February, 1984, before me personally appeared Tracy E. Short, who, being by me first duly sworn, says that he is Vice President of RYAN HOMES, INC., that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument in behalf of said corporation by its authority duly given. And the said Tracy E. Short acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal.



Judy W. Ricketts
Notary Public

My commission expires: 8/2/86

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Daria K. Bodenheimer and
Judy W. Ricketts

Notary(ies) Public of said County and State
are certified to be correct. This 10 day of February, 1984
Charles E. Crowder, Register of Deeds. By: Tracy E. Short

DEPUTY

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PRESENTED FOR
REGISTRATION

APR 10 9 32 AM '81

CHARLES S. SHEDDEN
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

DEPARTMENT OF REVENUE
PARHAM
831 SOUTH...
CONTRACT...

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

RESTRICTIVE COVENANTS
FOR
LAWYERS STATION

KNOW ALL MEN BY THESE PRESENTS, that CAROLINA FINCORP, INC. and EASTWOOD CONSTRUCTION CO., INC, corporations organized and existing under and by virtue of the laws of the State of North Carolina, do hereby covenant and agree to and with all other persons, firms, and corporations now owning or hereafter acquiring any of the hereinafter described property:

BEING Lots 1 through 13 in Block 4 of LAWYERS STATION Subdivision, as such lots are shown on maps recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 20, Pages 415 and 453,

that the same are subjected to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

1. 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 two and one-half stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the lot.
2. No single family residence shall be erected or placed on any lot which lot has an area of less than 20,000 square feet.

No building shall be located nearer to the front property line or side street line than the building setback line as shown on the recorded map. No building shall be located nearer to any side lot line than applicable zoning ordinance shall allow. In the event of the unintentional violation of any of the minimum lot front or side setback requirements herein set forth, Carolina Fincorp, Inc., 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 restrictions set forth in this instrument; provided, however, that such change shall not exceed ten (10%) percent of the marginal requirements of such restrictions.

3. The total area of any single family residential dwelling unit shall not be less than 1,000 square feet under roof.
4. No lot may be subdivided by sale, partition, or otherwise so as to increase the total number of lots shown on said recorded map.
5. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or a cement concrete surface, which shall be kept and maintained in good condition and repair.
6. 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 trimmed condition.
7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.
9. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

10. A perpetual easement is reserved over the rear ten (10) feet of each lot for utility installment and maintenance and/or as shown on the recorded map. A perpetual easement is reserved over the side five (5) feet of each lot for public storm drain and/or as shown on the recorded map.
11. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose.
13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. 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 setback line shown upon the recorded map, except with permission of the Developer.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular 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 sight-line limitations 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 tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land, and shall be binding on all parties hereto and persons claiming under them until January 1, 2013, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.
17. If the parties hereto, any of them, or their heirs or assigns, shall violate any of the covenants or restrictions herein before January 1, 2013, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.
18. Invalidity 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.
19. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Carolina Fincorp, Inc. not specifically covered by these restrictions.

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CASH	8.00

CAROLINA FINCORP, INC., as Developer and EASTWOOD CONSTRUCTION CO., INC., as Owner of Lots 1 through 10 in Block 4 of Lawyers Station Subdivision, as shown on a map recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 20, Page 415, do hereby revoke the restrictive covenants recorded in Book 4740 at Page 197 of the Mecklenburg Registry, to the end that said lots shall hereafter be free and clear of the restrictions imposed by instrument recorded in Book 4740, Page 197 of said Registry.

IN WITNESS WHEREOF, Carolina Fincorp, Inc. and Eastwood Construction Co., Inc. have caused this instrument to be executed in their corporate names and their respective seals affixed hereto, by authority of their Boards of Directors.

CAROLINA FINCORP, INC.

By: Ken Eansley
Exec Vice President

Sign B. Ward
Asst Secretary

EASTWOOD CONSTRUCTION CO., INC.

By: Joe Stewart
President

Sign C. Jones
Asst Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24 day of January, 1984, personally came before me Ken Eansley, who, being by me duly sworn, says that he is the Vice President of CAROLINA FINCORP, INC. and that the seal affixed to the foregoing instrument 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 Ken Eansley acknowledged the said writing to be the act and deed of said corporation.

Diana D. Poddeh
Notary Public

My Comm. Expires: 5-11-86

STATE OF NORTH CAROLINA

COUNTY OF Castro MECKLENBURG

This 9th day of April, 1984, personally came before me Joseph K. Stewart, who, being by me duly sworn, says that he is the President of EASTWOOD CONSTRUCTION CO., INC. and that the seal affixed to the foregoing instrument 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 Joseph K. Stewart acknowledged the said writing to be the act and deed of said corporation.

Sandra Haves Keenle
Notary Public

My Comm. Expires: 9-22-88

JUN 7 11 00 AM '82

KNOW ALL MEN BY THESE PRESENTS, that Carolina Fincorp, Inc., a Corporation organized and existing under and by virtue of the laws of the State of North Carolina, does hereby covenant and agree to and with all other persons, firms and corporations now owning or hereafter acquiring any of the hereinafter described property:

Being Lots 1 through 32 in Block 1 and Lots 1 through 17 in Block 2 of Lawyers Station Subdivision, as such lots are shown on a map recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 20, Page 50.

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Are subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. 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 (except that on the lots listed below a double-unit building may be constructed) not to exceed two and one-half stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the lot.
2. This subdivision shall consist of some double-unit buildings on certain lots. Each building shall consist of two units, and each of such units shall be located on a single lot with the party wall of each building located on the common line between the two lots containing the double-unit building. Each lot may be separately and singularly conveyed, encumbered, transferred by operation of law, and otherwise held and disposed of as may be allowed by law and subject to and in accordance with these restrictive covenants.
3. Any double-unit building must be placed on two adjoining lots and must be placed as follows:

- One double-unit building on lot 1 and lot 2 of block 1
- One double-unit building on lot 3 and lot 4 of block 1
- One double-unit building on lot 5 and lot 6 of block 1
- One double-unit building on lot 7 and lot 8 of block 1
- One double-unit building on lot 9 and lot 10 of block 1
- One double-unit building on lot 11 and lot 12 of block 1
- One double-unit building on lot 13 and lot 14 of block 1
- One double-unit building on lot 15 and lot 16 of block 1
- One double-unit building on lot 28 and lot 29 of block 1
- One double-unit building on lot 1 and lot 2 of block 2
- One double-unit building on lot 3 and lot 4 of block 2
- One double-unit building on lot 5 and lot 6 of block 2
- One double-unit building on lot 7 and lot 8 of block 2
- One double-unit building on lot 9 and lot 10 of block 2
- One double-unit building on lot 16 and lot 17 of block 2

No double-unit building shall be erected anywhere except on two adjoining lots as limited by the provisions of this paragraph with the party wall of the double-unit building being located on and contiguous with the common boundary line between the two lots.

4. No single family residence shall be erected or placed on any lot, which lot has an area of less than 11,250 square feet. No double-unit building shall be erected or placed on any lot which lot has an area of less than 7,375 square feet.

No building shall be located nearer to the front property line or side street line than the building set back line as shown on the recorded map. No building shall be located nearer to any side lot line than applicable zoning ordinance shall allow. In the event of the unintentional violation of any of the minimum lot size or set-back requirements herein set forth, Carolina Fincorp, Inc., for itself and for its successors and assigns reserves the right, by and with the mutual consent of the

Drawn by Carolina Fincorp, Inc.
Mail to Parham, Helms & Kellam, 831 Baxter St., Suite 215, Charlotte, N. C. 28202

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Owner of the lot in question, to change the restrictions set forth in this instrument, provided, however, that such change shall not exceed 10 per cent of the marginal requirements of such restrictions.

5. The total area of any single family residential dwelling unit shall not be less than 1,000 square feet under roof. The total area of any unit in a double-unit dwelling shall not be less than 800 square feet under roof.
6. LIMITATION ON SUBDIVISION OF LOTS. No lot may be subdivided by sale, partition, or otherwise so as to increase the total number of lots shown on said recorded map.
7. DRIVEWAY. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or a cement concrete surface which shall be kept and maintained in good condition and repair.
8. ROOF MAINTENANCE. The roof on each double-unit building shall be maintained in good repair. The owner or owners of the unit on which a roof is located shall be responsible for the expense of such roof maintenance. In the event that the roof tiles or covering located on one unit of a double-unit building are replaced, they shall be replaced with roof tiles or covering which are in appearance and quality the same as or substantially similar to the roof tiles or covering located on the other unit of the double-unit building. In the event the owners of each unit of a double-unit building wish to replace the roof tiles or covering on the entire building at the same time, then, unless all owners of each unit in the double-unit building unanimously agreed to something different, the roof tiles or covering shall be replaced with roof tiles or covering which are in appearance and quality the same as or substantially similar to the roof tiles or covering being replaced. In no event shall any owner or owners of any unit in any double-unit building allow leakage from the roof on his or her unit to seep, flow or go into or upon the adjoining unit in the double-unit building.
9. EXTERIOR WALL MAINTENANCE. The owner or owners of each double-unit lot shall maintain the exterior walls of the unit located on that lot in good repair and condition and shall keep said walls neat, clean and painted or stained. In the event the owner or owners of a lot desire to repaint, stain, or otherwise cover the walls of the unit located on their lot, same shall be done and applied so that the resultant appearance of such walls is the same as or substantially similar to the walls of the adjoining unit in the same double-unit building. In the event the owners of adjoining lots upon which there is located one double-unit building desire to repaint, stain or otherwise cover the walls of the double-unit building, then same shall be done so that the resultant appearance of the walls is the same as or substantially similar to the walls of the unit as they originally appeared when built, unless all owners of the adjoining two lots in question unanimously agree to something different.
10. 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 trimmed condition.
11. PARTY WALL AGREEMENT. Each wall in each double-unit building located on a common boundary line between two lots shall be subject to the following conditions:
 - (a) The party wall is intended to be used and may be used by adjoining land-owners with respect to the construction, existence and maintenance of the double-unit building upon their respective lots.
 - (b) Each party wall shall stand one-half on each lot. Each owner of adjoining lots on which a party wall stands shall own in severalty the portion of the wall that stands on his or her lot and shall have a permanent easement on the portion of the wall that stands on the adjoining lot.
 - (c) Each party wall shall be maintained by the owners of the lots on which it is located, and the expense of such maintenance shall be shared equally between the owners of one lot and the owners of the other lot.
 - (d) Should a party wall be damaged or destroyed by the fault, intentional act or omission of an owner of one of the lots, or by a guest, invitee, agent, employee or representative of such owner, then such owner shall repair or rebuild the party wall at his or her own expense and shall compensate the owner or owners of the lot containing the adjoining unit for any damages to the real and personal property of such owner or owners of the lot containing the adjoining unit.

- (e) Should a party wall be damaged or destroyed by any cause other than the fault, intentional act or omission or negligent act or omission of an owner or any lot upon which any portion, of the party wall is located or of such owner's guest, invitee, agent, employee or representative, then the party wall shall be repaired or rebuilt at the joint expense of the owners of each lot upon which the party wall is located, with the owner or owners of one lot paying one-half of such expense and the owner or owners of the other lot paying one-half of such expenses. Further, in the event of such damage or destruction, all sums received from any insurance against such damage or destruction shall first be applied to the repair or rebuilding of the party wall.
- (f) Any repairing or rebuilding of a party wall or portion thereof shall be on the same location and of the same size as the original party wall or portion thereof and of the same or substantially similar material and of the same or substantially similar quality as that used in the original party wall or portion thereof.
12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
 13. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract 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.
 14. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.
 15. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance, and/or as shown on the recorded map. A perpetual easement is reserved over the side 5 feet of each lot upon which there is no party wall for public storm drain, and/or as shown on the recorded map.
 16. An easement for the placement of a permanent subdivision identification sign is reserved across the rear 55 feet of lot 1, block 1 and lot 1 block 2.
 17. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
 19. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 20. 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 setback line shown upon the recorded map, except with permission of the Developer.
 21. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4544 0169

- 22. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land and shall be binding on all parties hereto and persons claiming under them until January 1, 2012, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.
- 23. If the parties hereto, any of them, or their heirs or assigns shall violate any of the covenants or restrictions herein before January 1, 2012, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.
- 24. Invalidation of any one of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.
- 25. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Carolina Fincorp, Inc., not specifically covered by these restrictions.

IN WITNESS WHEREOF, Carolina Fincorp, Inc. has caused this instrument to be executed in its corporate name by its proper officers and its seal affixed hereto, all by authority duly given, this 2 day of June, 1982.

CAROLINA FINCORP, INC.

By: Herman E. Parnell President

(CORPORATE SEAL)

Attest:

Lillian B. Yure
Secretary

FEE	11.00
<>	11.00
CASH	11.00

10:30 #1398 000
06/07/82

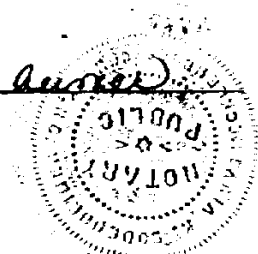
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 2 day of June, 1982, personally came before me Herman E. Parnell, who, being by me duly sworn, says that he is Vice President of Carolina Fincorp, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Herman E. Parnell acknowledged said writing to be the act and deed of said corporation.

David J. Bodenhausen
Notary Public

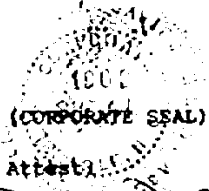
My Comm. Exp: 5/11/86



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

North Carolina Federal Savings & Loan Association, Owner and Holder of, and Richard A Harper, Substitute Trustee in that certain Deed of Trust recorded in Book 4427, at page 643 of the Mecklenburg Public Registry, do hereby consent to the attached restrictive covenants and do agree that the lien and operation of said Deed of Trust shall be subordinate to said restrictive covenants.



NORTH CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION

By: [Signature] SR. Vice President

[Signature]
Assistant Secretary

[Signature] (SEAL)
Trustee Substitute

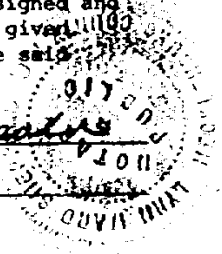
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 3 day of June, 1982, personally came before me J. Graham Harwood, who, being by me duly sworn, says that he is S. VICE President of North Carolina Federal Savings & Loan Association, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said J. Graham Harwood acknowledged the said writing to be the act and deed of said corporation.

(NOTARIAL SEAL)

[Signature]
Notary Public
My Comm. Exp: 4/17/87



STATE OF NORTH CAROLINA

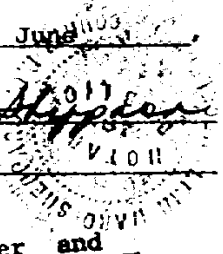
COUNTY OF MECKLENBURG

I, Lynn Ward Sheppard, a Notary Public in and for said County and State, do hereby certify that Richard A. Harper, Sub. Trustee, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 3 day of June, 1982.

(NOTARIAL SEAL)

[Signature]
Notary Public
My Comm. Exp: 4/17/87



State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Daria K. Bodenheimer and Lynn Ward Sheppard, Notaries Public

are certified to be correct. This 3 day of June, 1982.
Charles E. Crowder, Register of Deeds, By: [Signature] DEPUTY

FOR
REGISTRATION

MAY 14 9 39 AM '84

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

RESTRICTIVE COVENANTS
FOR
LAWYERS STATION

15

KNOW ALL MEN BY THESE PRESENTS, that CAROLINA FINCORP, INC. and RALPH SQUIRES CONSTRUCTION COMPANY, INC., both Corporations organized and existing under and by virtue of the laws of the State of North Carolina, do hereby covenant and agree to and with all other persons, firms and corporations now owning or hereafter acquiring any of the hereinafter described property:

Being Lots 18 through 32 in Block 2 and Lots 156 through 170 in Block 1 of Lawyers Station Subdivision, as such lots are shown on a map recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 20, Page 451; and Lots 171 through 201 in Block 1 of Lawyers Station Subdivision, as such lots are shown on a map recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 20, Page 416.

Are subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. 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 two and one-half stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the lot.
2. No single family residence shall be erected or placed on any lot, which lot has an area of less than 11,250 square feet.

No building shall be located nearer to the front property line or side street line than the building set back line as shown on the recorded map. No building shall be located nearer to any side lot line than applicable zoning ordinance shall allow. In the event of the unintentional violation of any of the minimum lot size or setback requirements herein set forth, Carolina Fin-corp, Inc., for itself and for its successors and assigns re-serves the right, by and with the mutual consent of the Owner of the lot in question, to change restrictions set forth in this instrument, provided, however, that such change shall not exceed 10 percent of the marginal requirements of such restrictions.

3. The total area of any single family residential dwelling unit shall not be less than 1,000 square feet under roof.
4. LIMITATION OF SUBDIVISION OF LOTS. No lot may be subdivided by sale, partition, or otherwise so as to increase the total number of lots shown on said recorded map.
5. DRIVEMAY. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or a 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 trimmed condition.
7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn, or other out-
building erected in the tract shall at any time be used as a res-
idence temporarily or permanently, nor shall any structure of a
temporary character be used as a residence.

REAL ESTATE
BOOK PAGE
4837 0516

PRESENTED
FOR
REGISTRATION

MAY 14 9 39 AM '84

CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG

13:33 \$6750 000
05/14/84

DRAWN BY & MAIL TO:
PARHAM, HELMS, KELLAM & HARRIS
831 BAXTER STREET, SUITE 215
CHARLOTTE, N. C. 28302

CASH

9.50
9.50
9.50

REAL ESTATE
BOOK PAGE
4837 0517

9. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.
10. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance, and/or as shown on the recorded map. A perpetual easement is reserved over the side 5 feet of each lot upon which there is no party wall for public storm drain, and/or as shown on the recorded map.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. 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 setback line shown upon the recorded map, except with permission of the Developer.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. This property is also subject to those certain Declaration of Covenants, Conditions and Restrictions as recorded in the Mecklenburg County Public Registry in Book 4542 at page 92.
17. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land and shall be binding on all parties hereto and persons claiming under them until January 1, 2014, at which time said covenants and restrictions shall, at the option of the parties of the first part their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.
18. If the parties hereto, any of them, or their heirs or assigns shall violate any of the covenants or restrictions herein before January 1, 2014, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.
19. Invalidation of any one of these covenants by judgement or court order shall in no ways effect any of the other provisions which shall remain in full force and effect.
20. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Carolina Fincorp, Inc., not specifically covered by these restrictions.

IN WITNESS WHEREOF, Carolina Fincorp, Inc. and Ralph Squires Construction Company, Inc. have caused this instrument to be executed in each respective company's name by its proper officers and its seal affixed hereto, all by authority duly given, this 4 day of May, 1984.

REAL ESTATE
BOOK PAGE
4837 0518

CAROLINA FINCORP, INC.

BY: [Signature]
Vice President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

RALPH SQUIRES CONSTRUCTION CO., INC.

BY: [Signature]
Vice President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 4 day of May, 1984, personally came before me Richard A. Hager, who, being by me duly sworn, says that he is Vice President of Carolina Fincorp, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said VICE PRESIDENT acknowledged said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires: 5-11-86

STATE OF NORTH CAROLINA

COUNTY OF UNION
~~MECKLENBURG~~

This 3 day of May, 1984 personally came before me Carol D. Hancock, who, being by me duly sworn, says that he is Vice President of Ralph Squires Construction Co., Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said VICE PRESIDENT acknowledged said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires: 3-29-88

STATE OF NORTH CAROLINA

4837 0519

COUNTY OF MECKLENBURG

North Carolina Federal Savings & Loan Association, Owner and Holder of, and Richard A. Heizer, Trustee in that certain Deed of Trust recorded in Book 4837, at Page 0519, of the Mecklenburg Public Registry, do hereby consent to the attached restrictive covenants and do agree that the lien and operation of said Deed of Trust shall be subordinate to said restrictive covenants.

NORTH CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION

By: [Signature]
President

(CORPORATE SEAL)

Attest:

[Signature]
Secretary

[Signature] (SEAL)
Sub-Trustee

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 4 day of May, 1984 personally came before me Richard A. Heizer, who, being by me duly sworn, says that he is President of North Carolina Federal Savings & Loan Association, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Lynn B. Ward acknowledged the said writing to be the act and deed of said corporation.

(NOTARIAL SEAL)

[Signature]
Notary Public
My Commission Expires: 5-11-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dana K. Rodenhauer, a Notary Public in and for said County and State, do hereby certify that T. Kevin White, Sub-Trustee, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 4 day of May, 1984.

(NOTARIAL SEAL)

[Signature]
Notary Public
My Commission Expires: 5-11-86

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Dana K. Rodenhauer, a Notary Public for said County and State; Sophia G. Lannon,

a Notary Public of Dalen County and State of North Carolina are certified to be correct. This 14 day of May, 1984.
Charles E. Crowder, Register of Deeds, By: [Signature]
DEPUTY

PRESENTED

REGISTRATION

JUN 7 11 00 AM '82

CITY OF MECKLENBURG

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESTRICTIVE COVENANTS
FOR
LAWYER'S STATION

KNOW ALL MEN BY THESE PRESENTS, that Carolina Fincorp, Inc., a Corporation organized and existing under and by virtue of the laws of the State of North Carolina, does hereby covenant and agree to and with all other persons, firms and corporations now owning or hereafter acquiring any of the hereinafter described property:

Being Lots 33 through 60, 120, 121, 154 and 155 in Block 1 of Lawyer's Station Subdivision, as such lots are shown on a map recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 20, Page 51.

Are subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. 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 (except that on the lots listed below a double-unit building may be constructed) not to exceed two and one-half stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the lot.
2. This subdivision shall consist of some double-unit buildings on certain lots. Each building shall consist of two units, and each of such units shall be located on a single lot with the party wall of each building located on the common line between the two lots containing the double-unit building. Each lot may be separately and singularly conveyed, encumbered, transferred by operation of law, and otherwise held and disposed of as may be allowed by law and subject to and in accordance with these restrictive covenants.
3. Any double-unit building must be placed on two adjoining lots and must be placed as follows:

- One double-unit building on lot 33 and lot 34 of block 1
- One double-unit building on lot 51 and lot 52 of block 1
- One double-unit building on lot 57 and lot 58 of block 1
- One double-unit building on lot 59 and lot 60 of block 1
- One double-unit building on lot 120 and lot 121 of block 1
- One double unit building on lot 154 and lot 155 of block 1

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<>	11.00
CASH	11.00

10:23 #1397 000
06/07/82

No double-unit building shall be erected anywhere except on two adjoining lots as limited by the provisions of this paragraph with the party wall of the double-unit building being located on and contiguous with the common boundary line between the two lots.

4. No single family residence shall be erected or placed on any lot, which lot has an area of less than 11,250 square feet. No double-unit building shall be erected or placed on any lot which lot has an area of less than 7,375 square feet.

No building shall be located nearer to the front property line or side street line than the building set back line as shown on the recorded map. No building shall be located nearer to any side lot line than applicable zoning ordinance shall allow. In the event of the unintentional violation of any of the minimum lot size or set-back requirements herein set forth, Carolina Fincorp, Inc., for itself and for its successors and assigns reserves the right, by and with the mutual consent of the

Drawn by Carolina Fincorp, Inc.
Mail to Parham, Helms & Kellam, 831 Baxter St., Suite 215, Charlotte, N. C. 28202

Owner of the lot in question, to change the restrictions set forth in this instrument, provided, however, that such change shall not exceed 10 per cent of the marginal requirements of such restrictions.

5. The total area of any single family residential dwelling unit shall not be less than 1,000 square feet under roof. The total area of any unit in a double-unit dwelling shall not be less than 800 square feet under roof.
6. LIMITATION ON SUBDIVISION OF LOTS. No lot may be subdivided by sale, partition, or otherwise so as to increase the total number of lots shown on said recorded map.
7. DRIVEWAY. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or a cement concrete surface which shall be kept and maintained in good condition and repair.
8. ROOF MAINTENANCE. The roof on each double-unit building shall be maintained in good repair. The owner or owners of the unit on which a roof is located shall be responsible for the expense of such roof maintenance. In the event that the roof tiles or covering located on one unit of a double-unit building are replaced, they shall be replaced with roof tiles or covering which are in appearance and quality the same as or substantially similar to the roof tiles or covering located on the other unit of the double-unit building. In the event the owners of each unit of a double-unit building wish to replace the roof tiles or covering on the entire building at the same time, then, unless all owners of each unit in the double-unit building unanimously agreed to something different, the roof tiles or covering shall be replaced with roof tiles or covering which are in appearance and quality the same as or substantially similar to the roof tiles or covering being replaced. In no event shall any owner or owners of any unit in any double-unit building allow leakage from the roof on his or her unit to seep, flow or go into or upon the adjoining unit in the double-unit building.
9. EXTERIOR WALL MAINTENANCE. The owner or owners of each double-unit lot shall maintain the exterior walls of the unit located on that lot in good repair and condition and shall keep said walls neat, clean and painted or stained. In the event the owner or owners of a lot desire to repaint, stain, or otherwise cover the walls of the unit located on their lot, same shall be done and applied so that the resultant appearance of such walls is the same as or substantially similar to the walls of the adjoining unit in the same double-unit building. In the event the owners of adjoining lots upon which there is located one double-unit building desire to repaint, stain or otherwise cover the walls of the double-unit building, then same shall be done so that the resultant appearance of the walls is the same as or substantially similar to the walls of the unit as they originally appeared when built, unless all owners of the adjoining two lots in question unanimously agree to something different.
10. 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 trimmed condition.
11. PARTY WALL AGREEMENT. Each wall in each double-unit building located on a common boundary line between two lots shall be subject to the following conditions:
 - (a) The party wall is intended to be used and may be used by adjoining land-owners with respect to the construction, existence and maintenance of the double-unit building upon their respective lots.
 - (b) Each party wall shall stand one-half on each lot. Each owner of adjoining lots on which a party wall stands shall own in severalty the portion of the wall that stands on his or her lot and shall have a permanent easement on the portion of the wall that stands on the adjoining lot.
 - (c) Each party wall shall be maintained by the owners of the lots on which it is located, and the expense of such maintenance shall be shared equally between the owners of one lot and the owners of the other lot.
 - (d) Should a party wall be damaged or destroyed by the fault, intentional act or omission of an owner of one of the lots, or by a guest, invitee, agent, employee or representative of such owner, then such owner shall repair or rebuild the party wall at his or her own expense and shall compensate the owner or owners of the lot containing the adjoining unit for any damages to the real and personal property of such owner or owners of the lot containing the adjoining unit.

- (e) Should a party wall be damaged or destroyed by any cause other than the fault, intentional act or omission or negligent act or omission of an owner or any lot upon which any portion, of the party wall is located or of such owner's guest, invitee, agent, employee or representative, then the party wall shall be repaired or rebuilt at the joint expense of the owners of each lot upon which the party wall is located, with the owner or owners of one lot paying one-half of such expense and the owner or owners of the other lot paying one-half of such expenses. Further, in the event of such damage or destruction, all sums received from any insurance against such damage or destruction shall first be applied to the repair or rebuilding of the party wall.
- (f) Any repairing or rebuilding of a party wall or portion thereof shall be on the same location and of the same size as the original party wall or portion thereof and of the same or substantially similar material and of the same or substantially similar quality as that used in the original party wall or portion thereof.
12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
 13. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract 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.
 14. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.
 15. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance, and/or as shown on the recorded map. A perpetual easement is reserved over the side 5 feet of each lot upon which there is no party wall for public storm drain, and/or as shown on the recorded map.
 16. An easement for the placement of a permanent subdivision identification sign is reserved across the rear 55 feet of lot 1, block 1 and lot 1 block 2.
 17. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
 19. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 20. 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 setback line shown upon the recorded map, except with permission of the Developer.
 21. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 22. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land and shall be binding on all parties hereto and persons claiming under them until January 1, 2012, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.
- 23. If the parties hereto, any of them, or their heirs or assigns shall violate any of the covenants or restrictions herein before January 1, 2012, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.
- 24. Invalidation of any one of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.
- 25. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Carolina Fincorp, Inc., not specifically covered by these restrictions.

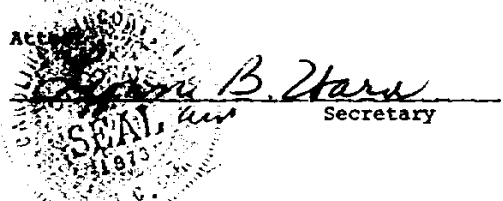
IN WITNESS WHEREOF, Carolina Fincorp, Inc. has caused this instrument to be executed in its corporate name by its proper officers and its seal affixed hereto, all by authority duly given, this 2 day of June, 1982.

CAROLINA FINCORP, INC.

(CORPORATE SEAL)

By: Herman E. Parnell
President

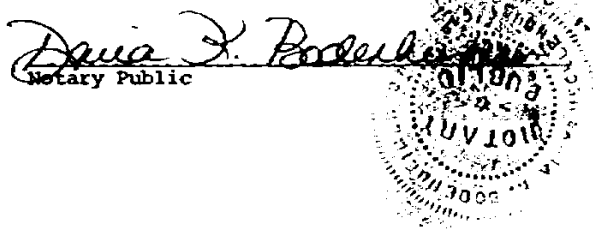
B. Hara
Secretary



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 2 day of June, 1982, personally came before me Herman E. Parnell, who, being by me duly sworn, says that he is Vice President of Carolina Fincorp, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Herman E. Parnell acknowledged said writing to be the act and deed of said corporation.

Diana J. Ponder
Notary Public



My Comm. Exp: 5/11/86

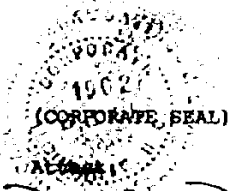
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

North Carolina Federal Savings & Loan Association, Owner and Holder of, and Richard A. Harper, Sub., Trustee in that certain Deed of Trust recorded in Book 4427, at page 643 of the Mecklenburg Public Registry, do hereby consent to the attached restrictive covenants and do agree that the lien and operation of said Deed of Trust shall be subordinate to said restrictive covenants.

NORTH CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION

By: J. Graham Harwood Sr. Vice President



Dora K. Bodenheimer Assistant Secretary

Richard A. Harper (SEAL) Trustee Substitute

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 3 day of June, 1982, personally came before me J. Graham Harwood, who, being by me duly sworn, says that he is S. VICE President of North Carolina Federal Savings & Loan Association, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said J. Graham Harwood acknowledged the said writing to be the act and deed of said corporation.

(NOTARIAL SEAL)

Lynn Ward Sheppard Notary Public My Comm. Exp: 4/17/87



STATE OF NORTH CAROLINA

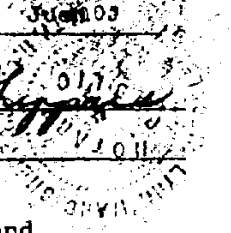
COUNTY OF MECKLENBURG

I, Lynn Ward Sheppard, a Notary Public in and for said County and State, do hereby certify that Richard A. Harper, Sub. Trustee, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 3 day of June 1982.

(NOTARIAL SEAL)

Lynn Ward Sheppard Notary Public My Comm. Exp: 4/17/87



State of North Carolina, County of Mecklenburg The foregoing certificate(s) of Daria K. Bodenheimer and Lynn Ward Sheppard, Notaries Public

~~are~~ certified of said County and State June 19 82 are certified to be correct. This 7 day of June 1982 Charles E. Crowder, Register of Deeds, By Wanda B. Bladen DEPUTY

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KNOW ALL MEN BY THESE PRESENTS, that CAROLINA FINCORP, INC. and RALPH SQUIRES CONSTRUCTION COMPANY, INC., both Corporations organized and existing under and by virtue of the laws of the State of North Carolina, do hereby covenant and agree to and with other persons, firms and corporations now owning or hereafter acquiring any of the hereinafter described property:

RECORDED
SEP 27 3 49 PM '83
REGISTERED
MECKLENBURG COUNTY N.C.

Being Lots 61 through 94 and 117 through 119 in Block 1 of Lawyers Station Subdivision, as such lots are shown on a map recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 20 at Page 281.

Are subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. 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 two and one-half stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the lot.
2. No single family residence shall be erected or placed on any lot, which lot has an area of less than 11,250 square feet.

No building shall be located nearer to the front property line or side street line than the building set back line as shown on the recorded map. No building shall be located nearer to any side lot line than applicable zoning ordinance shall allow. In the event of the unintentional violation of any of the minimum lot size or setback requirements herein set forth, Carolina Fin-corp, Inc., 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 restrictions set forth in this instrument, provided, however, that such change shall not exceed 10 per cent of the marginal requirements of such restrictions.

3. The total area of any single family residential dwelling unit shall not be less than 1,000 square feet under roof.
4. LIMITATION ON SUBDIVISION OF LOTS. No lot may be subdivided by sale, partition, or other wise so as to increase the total number of lots shown on said recorded map.
5. DRIVEWAY. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt surface or a 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 trimmed condition.
7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract 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.

PARHAM, HELMS & KELLAM
831 BAXTER ST. SUITE 215
CHARLOTTE, NC 28202

DRAWN BY \$
MAIL TO:

REAL ESTATE
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9. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.
10. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance, and/or as shown on the recorded map. A perpetual easement is reserved over the side 5 feet of each lot upon which there is no party wall for public storm drain, and/or as shown on the recorded map.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. 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 setback line shown upon the recorded map, except with permission of the Developer.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. This property is also subject to those certain Declaration of Covenants, Conditions and Restrictions as recorded in the Mecklenburg County Public Registry in Book 4542 at page 92.
17. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land and shall be binding on all parties hereto and persons claiming under them until January 1, 2013, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.
18. If the parties hereto, any of them, or their heirs or assigns shall violate any of the covenants or restrictions herein before January 1, 2013, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.
19. Invalidation of any one of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.
20. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Carolina Pincorp, Inc., not specifically covered by these restrictions.

IN WITNESS WHEREOF, Carolina Fincorp, Inc and Ralph Squires Construction Company, Inc. have caused this instrument to be executed in each respective company's name by its proper officers and its seal affixed hereto, all by authority duly given, this 29 day of September, 1983.

CAROLINA FINCORP, INC.

By: [Signature]
Vice President

(CORPORATE SEAL)

ATTEST:

[Signature]
Asst. Secretary

RALPH SQUIRES CONSTRUCTION CO., INC.

By: [Signature]
Exec. Vice President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

FEE	8.00
<>	8.00
CASH	8.00

STATE OF NORTH CAROLINA

16:15 #6333 000
09/29/83

COUNTY OF MECKLENBURG

This 29th day of September, 1983, personally came before me [Signature], who, being by me duly sworn, says that he is [Signature] President of Carolina Fincorp, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said [Signature] acknowledged said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires: 1-22-85

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28 day of SEPTEMBER, 1983, personally came before me Gary N. Baucom, who, being by me duly sworn, says that he is Executive Vice President of Ralph Squires Construction Co., Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Gary N. Baucom acknowledged said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires: 9-22-87

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Jahala W. Thomas, a Notary Public
for Stanly County and State of North Carolina and
Bill Rice, Jr.
a Notary Public of said County and State
are certified to be correct. This 29 day of September, 19 83
Charles E. Crowder, Registrar of Deeds, By: [Signature] DEPUTY

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