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REGISTERED JUN/15/1992 12:03PM ANNE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
AVONDALE AT WEDGEWOOD

KNOW ALL MEN BY THESE PRESENTS that VANCE DEVELOPMENT ASSOCIATES, a North Carolina general partnership (herein "Developer") does hereby covenant and agree to and with all other persons, firms and corporations hereafter acquiring in the hereinafter described property:

BEING Lots 1 through 26, inclusive, in Block 3 of Wedgewood, Map I, Phase III-B as the same is shown on a map thereof recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 24 at Page 932; and

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

1. RESIDENTIAL LOTS ONLY. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half (2-1/2) stories in height and other accessory structures customarily incidental to the use of the lot. All accessory structures shall be constructed in harmony with the dwelling house.
2. SETBACKS. No building shall be located nearer to the front property line or any side street line than the building set back line as shown on the recorded map. Any deviation from the building line requirements not in excess of ten percent (10%) thereof shall not be construed as a violation of the building line requirements. No building shall be located nearer to any side lot than the applicable zoning ordinance shall allow.
3. MINIMUM SQUARE FOOTAGE. The total area of each dwelling unit shall be not less than 1,100 square feet under roof.
4. LIMITATION OF SUBDIVISION OF LOTS. No lot shall be subdivided so as to increase the total number of lots shown on said recorded plat.
5. DRIVEWAY. Any driveway constructed or used in or on any lot in the subdivision shall have either an asphalt, brick or concrete surface which shall be kept and maintained in good condition and repair.
6. MAINTENANCE. Exterior maintenance, upkeep and repair to the main dwelling on each lot, yard, fence, walkway, and shrubbery shall be the sole responsibility and expense of the owner of the lot subject to such reasonable requirements as may from time to time be established by the Wedgewood Homeowners Association, Inc. to insure the continuity and harmony of exterior design of Wedgewood. The owner of each lot shall maintain his lot or lots in a neat and clean condition free of all trash, debris, weeds

6853 Fairview Road, Suite 200  
Charlotte, NC 28210

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HHI & HHI E INC  
1308 EAST 4TH STREET  
CHARLOTTE, NC 28204  
(BOX 66) MECKLENBURG COUNTY REGISTRY

and vines. The yard, grounds, shrubbery and trees shall be maintained in a neat and trim condition. Should a majority of the board of directors of Wedgewood Homeowners Association, Inc. determine that any owner has failed or refused to discharge properly his obligations with respect to such maintenance, upkeep and repairs, the Association, through its agents or representatives, may provide same as it may deem necessary and proper.

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

8. OTHER STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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. No above-ground swimming pools shall be permitted on any lot. No structure shall be moved onto any lot unless it shall conform to and be in harmony with the existing structures in the tract. Nothing contained herein shall prevent a construction trailer from being located temporarily on a lot during the construction of improvements.

9. UTILITY AND DRAINAGE EASEMENTS. A perpetual easement is observed over the rear ten (10) feet of each lot for utility installation and maintenance, and public drainage, and/or as shown on the recorded map. A perpetual easement is reserved over the side five (5) feet of each lot line for utility installation, and/or as shown on the recorded map.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder or Developer to advertise the property during the construction and sales period. Developer shall have the right to place permanent signs for Wedgewood within the development.

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

12. FENCES. All fences shall be erected entirely to the rear of the residence exclusive of decks and porches. The following types of fences shall not be erected on any lot:

A. Chain link fences.

B. Any fences in excess of six (6) feet in height.

C. No solid wooden fence shall be erected nearer to any side street than the side street line setback as shown on the recorded map, "solid" being defined as wooden fences having less than forty percent (40%) of open areas.

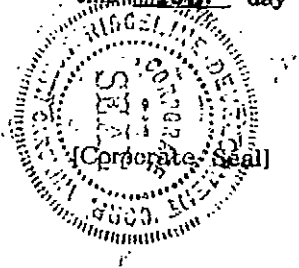
The location restrictions set forth above shall not pertain to any fencing erected as part of the permanent entryways to Wedgewood and temporary fencing for builders' model homes.

13. CLOTHESLINES, GARBAGE CANS, ETC. All garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing as to conceal same from the view of neighboring owners and streets. Clotheslines and incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Retractable clotheslines may be used on the lots but must be taken down on a daily basis.
14. RADIO AND TELEVISION ANTENNAS. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Only radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and only dishes or discs not exceeding four (4) feet in diameter not visible from the street in front of the residence shall be permitted.
15. COMMERCIAL VEHICLES AND SCHOOLBUSES. No commercial vehicle in excess of 1 ton capacity or schoolbuses shall be parked within the property shown on the above-described recorded plat.
16. MAILBOXES. (a) No brick mailboxes shall be located within the property subject to these restrictive covenants or within the street right-of-way adjoining said property.
- (b) The Board of Directors of Wedgewood Homeowners Association, Inc. shall have the right to establish a standard mailbox design or designs and guidelines for the construction of mailboxes prior to December 1, 1990. All mailboxes erected to serve the property subject to these restrictive covenants shall be constructed in accordance with such guidelines and shall conform to such design or designs as established by said Board of Directors. If the Board of Directors does not adopt such guidelines or designs prior to December 1, 1990, the provisions of this subparagraph (b) shall be waived and of no force and effect.
17. SITE LINES. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street property lines extended. The same site line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.
18. COVENANTS INDEPENDENT OF ONE ANOTHER. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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

20. JOINER OF DEVELOPMENT LENDER. Kenneth N. Eller, Trustee and BarclaysAmerican/Mortgage Corporation, owner and holder, join in the execution of these Restrictive Covenants solely for the purpose of subordinating the lien of the following recorded deed of trust to these Restrictive Covenants: Deed of Trust from Vance Development Associates, a North Carolina general partnership, to Kenneth N. Eller, Trustee for BarclaysAmerican/Mortgage Corporation dated April 4, 1990, recorded April 5, 1990 in Book 6247, at page 280 in the Mecklenburg Public Registry in the original principal amount of \$2,485,000.00.

IN WITNESS WHEREOF, the parties have caused these documents to be executed this 15TH day of June, 1992.



VANCE DEVELOPMENT ASSOCIATES, (SEAL)  
a North Carolina general partnership

By: Ridgeline Development Corp.

By: V. Hyde McManis, Jr.  
President

ATTEST:

W. Kendall Lutz  
Secretary



Kenneth N. Eller (SEAL)  
Kenneth N. Eller, Trustee

BARCLAYSAMERICAN/MORTGAGE CORPORATION

By: A. Eugene Willard  
President

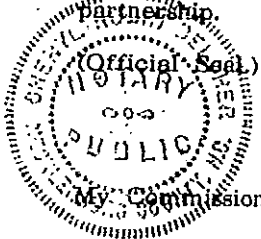
ATTEST:

Kenneth N. Eller  
Secretary

NORTH CAROLINA

MECKLENBURG COUNTY

This 15th day of June, A.D. 199<sup>2</sup>, personally came before me, Cheryl Robin Belcher, a notary public of the County and State aforesaid, V. Hayden McMahon, Jr. who, being by me duly sworn, says that he is XXXX President of Ridgeline Development Corp., general partner of Vance Development Associates, a North Carolina general partnership, and that the seal affixed to the foregoing (or annexed) instrument in writing is the corporate seal of Ridgeline Development Corp., and that said writing was signed and sealed by him in behalf of said corporation for the partnership by its authority duly given by said corporation and partnership. And the said President, V. Hayden McMahon, Jr. acknowledged the said writing to be the act and deed of said corporation and partnership.



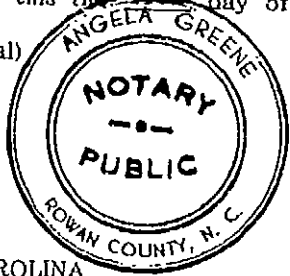
Cheryl Robin Belcher  
Notary Public

NORTH CAROLINA

MECKLENBURG COUNTY

I, Angela Greene, a notary public of the County and State aforesaid, do hereby certify that Kenneth N. Eller, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 15th day of June, ~~1992~~ 1992,

(Official Seal)



Angela Greene  
Notary Public

My commission expires: 2-13-97

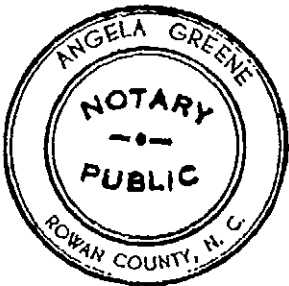
NORTH CAROLINA

MECKLENBURG COUNTY

This 15th day of June, ~~1992~~ 1992, personally came before me, Angela Greene, a notary public of the County and State aforesaid, L. Eugene Willard who being by me duly sworn, says that he is Vice President of BarclaysAmerican/Mortgage Corporation, and that the seal affixed to

the foregoing (or annexed) 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 the said writing to be the act and deed of said corporate.

(Official Seal)



Angela Greene  
Notary Public

My commission expires: 2-13-97

State of North Carolina, County of Mecklenburg  
The foregoing Certificate(s) of Cheryl Robin Belcher  
& Angela Greene

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. POWERS, REGISTER OF DEEDS  
By Jenna B. White Deputy - Register of Deeds