

REAL ESTATE  
BOOK PAGE

6302 0550

PRESENTED FOR

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

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CAMBRIDGE

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE)

THIS Declaration of Covenants, Conditions and Restrictions is made this day of May, 1990 by and between SQUIRES HOMES, INC., a Georgia corporation having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on maps of CAMBRIDGE (Kirkley Glen at Cambridge), which maps are recorded in Map Book 23, at Page 791 and Map Book 73, at Page 792, in the Mecklenburg County Public Registry, which property is more particularly described in Section 1 of Article I hereof, and desires to create thereon an exclusive residential community to be named CAMBRIDGE; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and to this end desire to subject the real property shown upon the aforesaid maps, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant will incorporate under North Carolina law a homeowners association for Cambridge (hereinafter "Homeowners Association") as a nonprofit corporation.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of CAMBRIDGE, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The property which is hereby made subject to this Declaration, is more particularly described as follows:

Being all of the property shown on the maps of KIRKLEY GLEN at CAMBRIDGE, recorded in Map Book 23 at Page 791 and Map Book 73 at Page 792 of the Mecklenburg County Public Registry.

Only the real property shown on the aforesaid recorded map of KIRKLEY GLEN at CAMBRIDGE is hereby made subject to this Declaration.

FFF 12.00  
CASH 12.00  
CASH 12.00

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06/28/90

DRAWN BY AND MAILED TO  
PARHAM, HELMS & KELLAM  
1329 EAST MOREHEAD  
CHARLOTTE, NC 28304  
CA

ARCHITECTURAL CONTROL

No building, fence, well or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as a harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (3) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use. 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 residential building plot other than a single-family dwelling, not to exceed two and one-half (2 1/2) stories in height and a private garage for each unit for not more than two (2) cars and other accessory structures customarily incidental to use of the plot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side or rear setback line as required by the Mecklenburg County Zoning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected or placed having a finished ground area of less than 1,000 square feet.

Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Homeowners Association, or its designated agent or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Homeowners Association.

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Section 7. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

Section 8. Regulations. Reasonable regulations governing the use of the Common Area may be made and amended from time to time by the Board of Directors of the Homeowners Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Homeowners Association upon request.

Section 9. Nuisances. 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 an annoyance or nuisance to the neighborhood.

Section 10. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 11. Satellite Dish Antennas. No satellite dish antenna shall be erected, installed, or in any way placed on any lot.

Section 12. Harmony of Structures. No structure shall be constructed or moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 13. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map.

Section 14. 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 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.

Section 15. Animals. 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.

Section 16. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, and same 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.

Section 17. Fences. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article VI hereof.

Section 18. Sight Line Limitations. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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.

ARTICLE IV

GENERAL PROVISIONS

**Section 1. Enforcement.** Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Effect of Restrictions and Amendment.** The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to January 1, 2015 by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

**Section 4. FHA/VA Approval.** In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration, amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, SQUIRES HOMES, Inc., Declarant has caused this Declaration to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

SQUIRES HOMES, INC.

By: May D. Thompson  
Vice - President

ATTEST:

[Signature]  
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 21<sup>st</sup> day of June, 1990, personally came before me William H. Tuttle, who, being by me duly sworn, says that he is the Vice President of Squires Homes, 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 Vice-President acknowledged the said writing to be the act and deed of said corporation.

William H. Tuttle  
Notary Public

My Commission Expires: 7/9/91

(Notarial Seal)

REAL ESTATE  
BOOK PAGE  
6302 0554

State of South Carolina, County of Mecklenburg  
The foregoing Certificate(s) of William H. Trotter, Jr.

*rec'd  
11/17*

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. BOWERS, REGISTER OF DEEDS  
By *Mary H. Perry* Deputy - Register of Deeds

BK: 06493 Pg: 0094/0097 #: 0280 10.00  
REGISTERED APR/02/1991 04:04PM AME A. POWERS REGISTER OF DEEDS MEK. CO. N.C.

AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR A PORTION OF KIRKLEY GLEN AT CAMBRIDGE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this the 28<sup>th</sup> day of March, 1991, by SQUIRES HOMES, INC., hereinafter referred to as "Declarant"; and JOSEPH L. STEWART and wife, MYRA M. STEWART and EASTWOOD CONSTRUCTION CO., INC.

WITNESSETH:

WHEREAS, Declarant heretofore caused to be filed the Declaration of Covenants, Conditions and Restrictions for a portion of Kirkley Glen at Cambridge, recorded in Book 6302 at Page 550 of the Mecklenburg County Public Registry; and

WHEREAS, Declarant, Joseph L. Stewart and Myra M. Stewart and Eastwood Construction Co., Inc., being the owners of not less than ninety percent (90%) of the lots subject to the aforesaid Declaration, desire to amend certain provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions for a portion of Kirkley Glen at Cambridge, pursuant to and in accordance with Article IV Section 3, thereof; and

NOW, THEREFORE, Declarant, Joseph L. Stewart and Myra M. Stewart and EASTWOOD CONSTRUCTION CO., INC., pursuant to the premises, do hereby amend that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 6302 at Page 550 as follows:

By adding a new sentence at the end of Article II as follows:

. . . The Homeowners Association referred to in this Article is Cambridge Homeowners Association, Inc.

In all other respects, the provisions contained in the Declaration of Covenants, Conditions and Restrictions recorded in Book 6302 at Page 550, as heretofore amended by Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Book 6422 at Page 505, and Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Book 6441 at Page 373, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, JOSEPH L. STEWART and wife, MYRA M. STEWART, have hereunto set their hands and seals, and SQUIRES HOMES, INC., Declarant, by virtue of the provisions of Article I, Section 4, of the aforesaid Declaration of Covenants, Conditions and Restrictions, and EASTWOOD CONSTRUCTION

DRAWN BY AND MAILED TO  
PARHAM, HELMS & KELLAM  
1329 EAST MOREHEAD  
CHARLOTTE NC 28204

CO., INC. has caused this Amendment to be executed pursuant to Article IV, Section 3, thereof by their duly authorized officers and their corporate seals hereunto affixed, the day and year first above written.

SQUIRES HOMES, INC.

By: *Walter D. Thompson*  
VICE-President

ATTEST:  
*[Signature]*  
Secretary

EASTWOOD CONSTRUCTION CO., INC.

By: *[Signature]*  
President

ATTEST:  
*Myra M. Stewart*  
Asst. Secretary

*[Signature]* (SEAL)  
JOSEPH L. STEWART

*Myra M. Stewart* (SEAL)  
MYRA M. STEWART

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public in and for said County and State aforesaid, do hereby certify that JOSEPH L. STEWART and wife, MYRA M. STEWART personally appeared before me this day and duly acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this 27<sup>th</sup> day of March, 1991.

*Carol Lewis*  
Notary Public

My Comm. Expires: 3-23-92

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28<sup>th</sup> day of March, 1991, personally came before me Max D. Thomason, who, being by me duly sworn, says that he is the Vice President of SQUIRES HOMES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Max D. Thomason acknowledged the said writing to be the act and deed of said corporation.

Carol Lewis  
Notary Public

My Comm. Expires: 3-23-92

(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 27<sup>th</sup> day of March, 1991, personally came before me Joseph L. 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; that said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Joseph L. Stewart acknowledged the said writing to be the act and deed of said corporation.

Carol Lewis  
Notary Public

My Comm. Expires: 3-23-92

(NOTARY SEAL)

1000  
1000  
1000

State of North Carolina, County of Mecklenburg  
The foregoing Certificate(s) of

Carol T. Lewis

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 *Amy K. Pinnett*

Deputy - Register of Deeds

DRAWN BY AND MAIL TO:  
PARHAM HELMS & KELLAM  
1899 EAST MOREHEAD ST.  
CHARLOTTE, N.C. 28204

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

CAMBRIDGE

(A PORTION OF KIRKLEY GLEN AT CAMBRIDGE)

THIS Declaration of Covenants, Conditions and Restrictions is made this 6th day of August, 1991 by and between SQUIRES HOMES, INC., a Georgia corporation having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on maps of CAMBRIDGE (Kirkley Glen at Cambridge), which maps are recorded in Map Book 24, at Page 317 in the Mecklenburg County Public Registry, which property is more particularly described in Section 1 of Article I hereof, and desires to create thereon an exclusive residential community to be named CAMBRIDGE; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and to this end desire to subject the real property shown upon the aforesaid maps, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of CAMBRIDGE, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The property which is hereby made subject to this Declaration, is more particularly described as follows:

Being all of the property shown on the maps of KIRKLEY GLEN at CAMBRIDGE, recorded in Map Book 24 at Page 317 of the Mecklenburg County Public Registry.

Only the real property shown on the aforesaid recorded map of KIRKLEY GLEN at CAMBRIDGE is hereby made subject to this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

No building, fence, well or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as a harmony of external design and location in relation to surrounding structures and topography by the by an architectural control committee composed of three (3) or more representatives appointed by the Declarant or by the Board of Directors of Cambridge Homeowners Association, and the Declarant assigns to it the right of appointment hereunder.

In the event said committee, fails to approve or disapprove such design and location within thirty (3) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The Architectural Control Committee shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

### ARTICLE III

#### USE RESTRICTIONS

**Section 1. Land Use.** 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 residential building plot other than a single-family dwelling, not to exceed two and one-half (2 1/2) stories in height and a private garage for each unit for not more than two (2) cars and other accessory structures customarily incidental to use of the plot.

**Section 2. Building Lines.** No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side or rear setback line as required by the Mecklenburg County Zoning Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this Section.

**Section 3. Subdivision of Lots.** No person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of the Declarant.

**Section 4. Size of Structure.** No residential structure shall be erected or placed having a finished heated area of less than 1,000 square feet.

Unintentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this Section.

**Section 5. Temporary Structures.** No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Architectural Control Committee. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

**Section 6. Clothes Drying.** No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

**Section 7. Nuisances.** 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 an annoyance or nuisance to the neighborhood.

**Section 8. Temporary Residences.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**Section 9. Radio and Television Antennas.** No free standing radio or television transmission or reception towers, antennas, dishes or disks shall be erected on any lot. Only radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence and only dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be permitted.

