

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR DEERPARK**

**This Declaration of Covenants, Conditions and Restrictions is made and published this 5th day of may, 1957 by and between RAINTREE CORP., a North Carolina corporation, having its principal place of business at 7900 Raintree Lane, Matthews, North Carolina 28105, SPARTA BROOK CONSTRUCTION CORP., a New York corporation, RIVER DEVELOPMENT CO., a North Carolina CORP. . and WARREN CONSTRUCTION CO. a North Carolina CORP.,(hereinafter collectively called “Declarants”) , 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, Declarants are the owners of a subdivision within the planned unit development know as Raintree and all lots within such subdivision in the the County of Mecklenburg, State of North Carolina, known as DEERPARK, plats of said subdivision being shown and delineated on plat maps prepared by John R. Yarbrough dated January 14, March 16 and May 2, 1977 which plats are recorded in Map Book 18 at pages 90, 91, 92, and 93 in Mecklenburg Public Registry;**

**WHEREAS, it is in the best interest of Declarants, as well as to benefit,**

**Interest and advantage of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and**

**WHEREAS, Declarants desire to provide for the preservation of the values and the amenities and the desirability and attractiveness of the real property in the Deerpark community; and for the continued maintenance and operation of such recreational and common areas as may be provided; and**

**WHEREAS, Declarants desire that these amended covenants, conditions, and restrictions recorded in Book 3890, 3892, 3913, at pages 64, 787, and 518 (respectively). Pursuant thereto, Declarants herein terminate and cancel said above-described restrictions and substitute in their place restrictions, covenants and conditions contained in this declaration.**

**NOW, THEREFORE, in consideration of the premises, the Declarants agree with any and all persons, firms, corporations or other entities hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all herein-after collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in described properties or any thereof, and which shall insure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described properties made subject to this Declaration, by acceptance of a**

deed or other contract for deed or other conveyance of any interest in or to said property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

## **ARTICLE 1**

### **DEFINITIONS**

The following words when used in this Declaration or any supplemental declaration hereto ( unless the context shall prohibit ) shall have the following meanings:

1. “Association” shall mean and refer to Deerpark Homeowners Association, Inc., a nonprofit corporation organized and existing under the Laws of the State of North Carolina its successors and assigns.
2. “Committee” shall mean and refer to the Architectural Committee.
3. “Common Area (s)” shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title use, benefit and enjoyment of the members of the Association subject to the provisions of the Declaration. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration (s) shall be as defined and bounded on the plat(s) of Deerpark or any revised or supplemental Plat of Deerpark and designated thereon as
4. “Common Areas“ or “Convenents, Conditions and Restrictions applicable

to the properties and which is recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina.

5. **“Declarants” shall mean and refer to Raintree Corp., a North Carolina corporation, River Development Company, a North Carolina Corporation, Sparta Brook Construction Corp., a New York corporation, and Warren Construction Company, a North Carolina corporation, their successors and assigns.**
6. **“Developer” shall mean and refer to Raintree Corp., a North Carolina corporation having a principal place of business at 7900 Raintree Lane Matthews, North Carolina, its successors and assigns.**
7. **“Lot” shall either mean and refer to any plot of land to be used for single-family residential purposes and so designated on any subdivision plat or survey of Deerpark or any part thereof which shall be of public record.**
8. **“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is a part of Deerpark, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.**
9. **“Properties” shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in Providence Township, Mecklenburg County, North Carolina which subdivision is and shall be commonly known as Deerpark.**
10. **“ Member” shall mean and refer to any person or other entity who holds membership in the Association.**
11. **“ Person“ shall mean and refer to a natural person, as well as a**

corporation, partnership, firm, association, trust or other legal entity.

The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

12. "Deerpark" shall mean and refer to that certain residential subdivision know as Deerpark which is being developed on real property now owned by Developer in Providence Township, Mecklenburg County, North Carolina, and as shown on plat recorded in Book \_\_\_\_\_ at page \_\_\_\_\_, Book \_\_\_\_\_ at page \_\_\_\_\_, and Book \_\_\_\_\_ at page \_\_\_\_\_ of the Mecklenburg County Public Registry, together with such additions thereto as may from time to time be designated by developer whether or not such additions are contiguous with or adjoin the boundary lines of Deerpark.

## ARTICLE 2

### PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration in Providence Township, Mecklenburg County, North Carolina, and is more particularly described and shown on a plate map prepared by \_\_\_\_\_ dated \_\_\_\_\_, 197\_ which said plat is recorded in Book \_\_\_\_\_ at page \_\_\_\_\_, Book \_\_\_\_\_ at page \_\_\_\_\_, and Book at Page \_\_\_\_\_ of the Mecklenburg County Registry. Only the specified Lots and Common Area (s) shown on the designated plat of Deerpark as above described are hereby made subject to this Declaration,

provided, however, Developer reserves the right to subject other real property

to the restrictions set forth herein as provided below.

**Section Two** Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association.

The additions herein authorized shall be made by filing of record one or more supplementary Declarations in respect to the properties to be subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses.

Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character of the added properties: provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

### ARTICLE 3

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section One** **Membership** . (a) Every person or entity

**who is the Owner of record of a fee interest in any lot or who is purchasing one or more lots under a contract or purchase agreement within the properties shall be a member of the Association, subject to and bound by the Associations Articles of Incorporation, Bylaws, Rules and Regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for performance of an obligation. Ownership (of record or under a contract or purchase agreement) of such lot shall be the sole qualification for membership. When any lot is owned of record in tenancy by the entities or tenancy in common or by some other legal form of multiple ownership, or when two or more persons or other legal entity is purchasing one or more lots under a contract or agreement of purchase, the membership as to such lot (s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section two herein below.**

**(b) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at witch the general requirements of due process requirements shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving member ten (10) days' prior**

written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or committee thereof.

(C) No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each member's lot as specified in the Declaration, bylaws, or as the members of the Association may from time to time hereafter adopt.

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Section Two      Voting and Voting Rights,

(A) The voting rights of the membership shall be appurtenant to the ownership of the lot. The ownership of each lot shall entitle its Owner to one Vote.

When two or more persons hold an interest (other than a leasehold or security interest) in any lot, all such persons shall be members. The vote for such lot shall be exercised by one of such persons as proxy and nominee

for all persons holding an interest in a lot and in no event shall more than one (1) vote be cast with respect to any lot, nor shall any fractional vote be cast.

(B) Any member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.



(C) Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his lot. A corporate Member's vote shall be cast by the President of the Member Corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such Corporation.

(D) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

#### ARTICLE 4

##### COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title for every lot subject to the provisions of this Declarations, the Charter and bylaws of the Association, and that certain contract to convey and Leaseback dated May 5, 1977 between Raintree Corp. and The Deerpark Homeowners Association, Inc., including but not limited to the following:

(A) The right of the Association to limit the use of the common Area to Owners, their families and guests and to grant reciprocal

rights to the members of similar Homeowners Associations within Raintree PUD .

(B) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to said Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable-vision, water and sewerage, utilities and drainage facilities upon, over, under and across Common Area without assent of the membership which such easements are requisite for the convenient use and enjoyment of the Properties.

Notwithstanding any provisions of this section the Board of Directors may lease any part of the Common Area to the Developer or its assigns for use as a golf course or other recreational facility.

Section Two. The right and easement of enjoyment granted to every Owner in Section One of this Article may be exercised by members of

the Owner's family, and an Owner may delegate his rights of enjoyment to the

Common Area to his tenants or contract purchasers who occupy the residence

of the Owner within the Properties.

Section Three. Every Owner shall have an interest in all of the property owned by Association as is represented by the ratio of the number of votes to which said Member is entitled to the total number of votes in the Association.

## ARTICLE 5

### COVENANTS FOR MAINTENANCE ASSESSMENTS

#### Section One. Annual Assessment for Maintenance Fund

For each Lot owned within the Properties, every Owner covenants, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association:

of (A) Annual assessments or charges for the creation and continuation

a maintenance fund in the amount hereinafter set forth;

(B) Special assessments as approved by the Members, to be established and collected hereinafter provided.

#### Section Two. Purpose of Assessments.

The assessments levied by the association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and

beautification of the Common Areas. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

**Section Three. Creation of Lien and Personal Obligation of Assessment .**

In order to secure payment at and after due date, as each assessment becomes due there shall arise a continuing lien and charge against each Lot, the amount of which shall include cost and reasonable attorneys' fees to the extent permissible by law. Each such assessment, together with such interest, cost and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due; such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relive such Owner of such obligation if the same is not

paid when due by the successor assuming it.

**Section Four. Exempt Property.**

The assessments, charges and liens created under this Article (5) shall not apply to the Common Area, nor shall it apply to any Lot the title to which is vested either in any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans' Affairs or any other State or Federal governmental agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan provided, however, that upon the resale of such

property by such first mortgagee or such governmental agency the assessment herein provided shall again commence and accrue and shall be

fully applicable to such Lot upon the conveyance to any subsequent Owner.

Any Lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a Local Public Authority, all land granted to or used by a utility company, all properties owned by a charitable or nonprofit organization exempt from taxation under the laws of the State of North Carolina.

**Section Five. Annual Maintenance Assessment and Maximum.**

(a) The annual maintenance assessment shall be set each year by the Board of Directors as provided in section Eight hereunder.

(b) Until January 1, 1981, the Maximum annual assessment shall be

**\$120.00 per year. the annual assessment set by the Board of Directors shall not exceed the maximum annual assessment.**

**(c) From and after January 1, 1981, the annual assessment may be increased above the maximum provided in subparagraph (b) above and without limitation if such increase is approved by no less then three-fourths (3/4) of the total of votes of the membership cast in person or by proxy, at a meeting duly called for this purpose.**

**Section Six. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the same assent of the members as provided in section five (c) of this Article.**

**Section Seven. Developer. Notwithstanding the foregoing, Developer shall at no time be required to pay more then \$120.00 per year per lot in the from of annual maintenance assessment and special assessments.**

**Section Eight. Notice and Quorum for Any Action Authorized Under Sections Five and Six. Written notice of any meeting called for the purpose of taking any action authorized under sections five and six of this Article shall be sent to all Members not less then ten (10) days nor more than sixty (60) days in advance of the meeting.**

**At the first such meeting called, the presence in person or proxy of Members entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the**

required quorum at the subsequent meeting shall be one-half (1/2 ) of all the required quorum at the preceding meeting. No such subsequent meeting shall be held six (6) months following the preceding meeting.

**Section Nine. Date of Commencement of Annual Assessments; Due Dates ; Certificate of Payment.** Annual assessments

provided for herein shall begin to accrue as all Lots on the first day of the month following the filing of the Declaration. The first annual assessment shall be adjusted according to the number of months remaining in calendar

year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid to date.

**Section Ten Effect of Nonpayment of Assessment; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the Maximum legal rate and to the extent allowed by Law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, cost and reasonable attorneys'

fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

**Section Eleven. Subordination of the Lien to Mortgages.**

The liens provided for herein shall be subordinate to the lien of any deed of trust (sometimes hereinafter called "mortgage") on any Lot if, but only if, all such assessment with respect to such Lot having a due date on or prior to the date such mortgage is filed for record have been paid.

The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage, or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage. Sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the

proceeds from foreclosure or of sale junior only to the said foreclosed first

mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Lot from liability for any



assessment thereafter becoming due or from the lien thereof.

## ARTICLE 6

### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee, which, upon appointment, shall assume and be responsible for enforcement. References in this Article to committee shall mean the Developer until the committee is appointed. the following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subject to this Declaration:

#### Section One. Approval of Plans and Architectural Committee.

(a) No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. Committee shall be entitled to stop any construction in violation of these restrictions so long as Developer owns any Lot within "Deerpark". In the event the committee fails within

forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed \$50.00.

(b) Until such time as Developer divests itself of all Lots within Deerpark, Developer shall appoint from time to time the members of an Architectural committee (the "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans. After Developer divests itself of all Lots within Deerpark, Committeemen shall be elected by a majority of the votes of the Association Members, cast in person or by proxy at a meeting duly called for this purpose, but provided that the Committee originally appointed may serve until their successors are so elected.

Section Two. Design and Site Approval.

Buildings shall be erected on lots in a manner to provide architectural value

to the subdivision. Therefore, no house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change

in or alteration of any of said structures be made, until a site plan, final plans

and specifications showing the nature, kind, shape, height, materials, basic

exterior finishes and colors, and floor plans thereof, proposed driveway

location and front, side and rear elevations thereof, have been submitted to

and approved in writing by the committee as to harmony of exterior design

and general quality with the existing standards of the neighborhood and as to

location in relation to surrounding structures and topography. The committee

shall act with all reasonable promptness upon receipt of such information to

approve or disapprove the same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property Owner in writing stating with reasonable detail the reasons for disapproval and and the Committee's recommendations to remedy same.

**Section Three. Subdivision of Lots.** By or with the written consent of the Committee, one or more Lots (as shown on the said plat, or parts thereof), may be subdivided or combined to form one single building lot, provided, however, in such event, each of the resulting lot or lots shall contain at least eighty percent (80%) of the total area of each of the original lots prior to such subdivision.

**Section Four. Improvements, Setback and Use Restrictions.**

(a) All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any house may be occupied it must be completely finished and a certificate of completion must have been issued by the Committee.

(b) Minimum setback lines shown on the recorded plat of the

properties are not intended to engender uniformity of setbacks; they are meant to avoid over crowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said recorded map or nearer than six (6) feet to any interior line.

(c) For the purpose of determining compliance with the foregoing building line requirements, open porches, eaves and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure, provided that this provision shall not be construed to authorize or permit encroachment upon another lot upon any easements or rights-of-way.

(d) The ground floor heated living area of the main structures upon any Lot exclusive of open porches, porticos, garages, carports and breezeways, shall not be less than 1,750 square feet for a one-story dwelling, nor shall any dwelling of multiple stories or floor levels be permitted having a total heated living area of less than 2,000 square feet unless by prior consent of the Committee.

(e) Boundary walls, excluding party walls, may be erected and hedges grown but they shall be no higher than three (3) feet in the area between the street right-of-way and the minimum building setback line,

**and no fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height in the area between the minimum building setback line and the rear property line unless by prior consent of the Committee is given.**

**(f) No building or structure of any type, permanent or otherwise, shall be located on any lot nearer to any part of the golf course or shore line of any lake or pond than as may be shown on the recorded plat designating such lot and the setbacks pertaining thereto, provided in the event the recorded plat does not designate such setbacks, then no such building or structure shall be located on any lot nearer than 25 feet to any part of the golf course or the shore line of any lake or pond. For this purpose, the shore line shall be construed as to mean high-water mark.**

**(g) Swimming pools shall not be located nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling.**

**(h) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.**

**(i) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of**

construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

(j) Subject to the provisions of Article 6, section four, paragraph (k) below, no exposed above-ground tanks will be permitted for the storage of fuel or water and or any other substance.

(k) Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any lot designated for such use on any recorded plat.

(l) No outside radio transmission tower or receiving antenna shall be erected by an Owner within the restricted property, and no outdoor television antenna may be erected or installed if Developer shall provide Cable television reception to a lot. If cable television service is not available

to a lot, then the customary television receiving antenna may be installed with the prior approval of the Committee, provided such outdoor antenna thereafter be taken down and removed by the Owner when and if a cable television receiving service shall later be provided by Developer.

(m) No docks, piers or similar structures shall be constructed without

the Committee's written approval. Quays paralleling the shore line may be constructed upon obtaining the Committee's prior written approval as to location, design and construction which approval shall be discretionary. Such approval by the Committee for construction and placement of

**structures in or upon navigable waters shall not obviate the necessity of a property Owner obtaining approval by appropriate State or Federal agencies whose approval is required.**

**(n) No Owner shall excavate or extract earth from any of the lot subject to this Declaration for any business or other commercial purpose. No elevations changes shall be permitted which materially affect the surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts.**

**(o) No privies or outside toilet facilities shall be constructed or maintained on any lot without prior written approval of the Committee.**

**Any individual sewage disposal system (“septic tank”) permitted by the Committee (any other provisions herein or other written statement to the Contrary notwithstanding) shall also of a type approved or recommended by the State and Local Departments of Health and shall be maintained by each Owner at all times in the proper sanitary condition in accordance with applicable State and County sanitation laws. Upon Completion of such approved facilities, all plumbing and other sanitary systems must be approved as installed by the Committee in addition to State and local health officials.**

**(p) All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, ect.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee’s sole discretion, deemed necessary.**

**(q) Stationary outside clothes lines will not be permitted and clothes handling devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.**

**(r) Any mailboxes not attached to the main dwelling structure shall be of a type consistent with the character of Deerpark and shall be placed and maintained to complement the homes in the neighborhood.**

**(s) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee, except for resident For Sale sign.**

**(t) No house trailer, boat, boat trailer, camper, tent, shed, or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, streets and common areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of Developer for the sale of lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.**

**(u) Any deviation from the building line requirements set forth herein, not in excess of ten percent (10%) thereof, shall not be construed to be a violation of said building line requirements. Setback provisions herein prescribed may be altered by the Committee whenever in its sole discretion the topography or configuration of any lot in said subdivision will so require.**

**(v) Construction of any structure shall be completed within (12)**



months from the date of commencement of construction thereof.

**Section Five. Maintenance.**

(a) All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event any Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall be personally liable to the Association for the cost of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article 5, entitled "Covenant for Maintenance Assessments." Although notice given as provided in Section Nine of this Article shall be sufficient to give the Association the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein

provided shall not be a trespass, nor shall the Association be liable for doing

anything reasonably necessary or appropriate in connection with carrying out these provisions.

(b) To preserve the natural integrity and beauty of the land, waterwater runoff, ect., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more then twelve (12) inches above the ground shall be cut, destroyed or mutilated except with prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section Six. Residential Use. Unless otherwise designated by the Developer on a recorded plat, each Lot shown on said subdivision plat subject to this Declaration shall be used for private, single-family residential purposes and not otherwise, provided however, Developer reserves the right to designate any areas shown on said plat other then such Lots for other purposes including, without limitation, commercial, institutional, business or multi-family uses.

Section Seven . Hobbies and Activities. The pursuit of hobbies or other inherently dangerous activities including specifically, without limiting the generality of the foregoing, the assembly and

disassembly of motor vehicles and other devices which might tend to cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any Lot or the common Area without the consent of the Developer and the Board of Directors of the Association.

**Section Eight. Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

**Section Nine. Nuisances and Unsightly Materials.** No house or other structure on any Lot shall be used for commercial or business purposes. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. 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 such debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the cost until paid shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article 5, "Covenant for Maintenance Assessments." By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.

Section Ten. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulation, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

## ARTICLE 7

## EASEMENTS

Section One. General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth in the recorded plat (s) of survey upon which such Lot is shown. No structure (s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat.

Section Two. Utility and Drainage. An easement on each Lot is hereby reserved by the Developer for itself and its successors and assigns along, over, under and upon a strip of land ten (10) feet in width parallel and contiguous to the rear back Lot line of each Lot, and along, over, under and upon a strip of land five (5) feet in width parallel and contiguous to each side Lot Line, in addition to such other easements as may appear on the aforementioned recorded subdivision plat (s). The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days' prior written notice to Owner, Developer

shall have the right to enter on to the Owner's property for the purpose of removing obstructions in such easements upon Owner's failure to do so. For the purpose of this Covenant, the Developer reserves the right to modify or extinguish the herein reserved easements along any Lot line when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas

reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consent therefor from the Developer. The Association may likewise reserve and grant easements for the installation and maintenance of sewage, utility and drainage facilities in, across, under and over the Common Area.

Section Three. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer and the Association, firemen, ambulance personal and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in performance of their respective duties.

## ARTICLE 8

### SALE OR LEASE OF LOTS

Section One. Sale by Mortgagee. Should any Lot now or

hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained, shall otherwise sell and the purchaser shall take subject to the terms, covenants and provisions contained herein.

## ARTICLE 9

### GENERAL PROVISIONS

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and cession periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the Covenants and restrictions of this Declaration may be extended as provided in this article.

Section Two. Amendment. The covenants and restrictions of this Declaration as they pertain to the Lots and other properties shown on the map referred to in Article 2, Section One, may be amended at any time and from time to time during the period or any extension or renewal thereof, by an agreement signed (a) by Developer, if it is the Owner of any Lots then subject hereto; and (b) to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose Lots are then subject

thereto. Any such amendment shall not become effective until the instrument

evidencing such change has been filed of record. By way of clarification, this

process of amendment does not apply to "additions" as described in Article

2, section Two. Every purchaser or subsequent grantee of any interest in any

property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance thereafter, thereby agrees that the covenants

and restrictions of this Declaration may be amended as provided herein.

**Section Three.      Enforcement.**      If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Deerpark to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from doing such acts or to recover damages for such violation.

Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a

waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall nether effect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together



with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

**Section Four. Delegation and Assignability.** Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further, notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligation under these covenants arising after such sale, transfer or conveyance.

**Section Five. Headings and Binding Effect.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements,

and rights set forth herein shall be binding upon and insure to the benefit of the respective heirs, executors, successors and assigns of the Developer

and all persons claiming by, through or under Developer.

Section Six. Unintentional Violation of Restrictions. In the event

of unintentional violation of any of the foregoing restrictions with respect to

any Lot, the Developer or its successors reserves the right (by and with the

mutual written consent of the Owners or Owners for the time being of such

Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

IN WITNESS WHEREOF, the Declarants have caused this Declaration of Covenants, Conditions and Restrictions to be duly signed this \_\_\_\_ day of \_\_\_\_\_, 1977.

[CORPORATE SEAL]

ATTEST:

Jack Penfold  
Secretary

RAINTREE CORP.

By [Signature]  
President

[CORPORATE SEAL]

ATTEST:

[Signature]  
Secretary

SPARTA BROOK CONSTRUCTION CORP.

By [Signature]  
President

[CORPORATE SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

WARREN CONSTRUCTION COMPANY

By \_\_\_\_\_  
President

[CORPORATE SEAL]

ATTEST:

[Signature]

RIVER DEVELOPMENT COMPANY

By [Signature]  
President

STATE OF NEW YORK

COUNTY OF NEW YORK

This 13th day of September, 1977 personally came before me Jack Pentfield who, being by me duly sworn, says that he is Vice President of Raintree Corp. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company; that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Jack Pentfield acknowledged said writing to be the act and deed of said corporation.

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

Edwin Michaelson  
NOTARY PUBLIC

My Commission Expires:  
Notary Public State of New York  
No. 31-208005  
Certificate No. 1  
Commis. 1

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 1977 personally came before me \_\_\_\_\_ who, being by me duly sworn, says that he is \_\_\_\_\_ President of WARREN CONSTRUCTION COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company; that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said \_\_\_\_\_ acknowledged said writing to be the act and deed of said corporation.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF North Carolina

COUNTY OF Rockingham

This 9 day of May, 1977 personally came before me Robert Becker who, being by me duly sworn, says that he is see President of RIVER DEVELOPMENT COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company; that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Robert Becker acknowledged said writing to be the act and deed of said corporation.

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

Peggy S. Williams  
NOTARY PUBLIC

My Commission Expires:  
2-10-82

STATE OF North Carolina

COUNTY OF Rockingham

This 6 day of May, 1977 personally came before me Thomas Duly who, being by me duly sworn, says that he is see President of SPARTA BROOK CONSTRUCTION CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company; that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Thomas Duly acknowledged said writing to be the act and deed of said corporation.

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

Peggy S. Williams  
NOTARY PUBLIC

My Commission Expires:  
2-10-82

December 28, 1977

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

SUPPLEMENT TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
DEERPARK SUBDIVISION  
SECTIONS 1-D AND 2-B

THIS SUPPLEMENTARY DECLARATION to the Declaration of Covenants, Conditions and Restrictions for DEERPARK Subdivision is made this 15th day of December, 1977, by Raintree Corp., a North Carolina Corporation having a principle place of business in Mecklenburg County, North Carolina ( hereinafter sometimes referred to as “Developer”) and SPARTA BROOK CONSTRUCTION CORP., a New York corporation (hereinafter called “ Sparta Brook”). Developer and Sparta Brook are sometimes collectively referred to as “Declarants”.

WITNESSETH;

WHEREAS, Developer and others executed a Declaration of Covenants, Conditions and Restrictions (“Declaration”) dated May 5, 1977 and recorded in Book 3947 at page 409 of the Mecklenburg County Public Registry with respect to certain sections of DEERPARK Subdivision described and defined in Articles 1 and 2 of the Declarations; and WHEREAS, Developer and Sparta Brook are the owners of all of the property contained in sections 1-D and 1-B of DEERPARK subdivision; and WHEREAS, Article 2, Section Two of said Declaration provides that

developer may subject other real property to the restrictions set forth in the Declaration in order to extend the scheme of the Declaration to other properties to be developed as a part of DEERPARK Subdivision and thereby bring such additional property within the jurisdiction of the Deerpark Homeowners association, Inc. by filing of record a Supplementary Declaration in respect to the property to be subject to said Declaration, which such Supplementary Declaration may contain such complementary modifications or additions to said Declaration as may be necessary to reflect the different character of the added property; and

WHEREAS, Developer now intends to so subject additional property to said Declaration of may 5,1977, and to place such additional covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of the properties added to DEERPARK;

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that the property herein below described shall be held, sold and conveyed subject to the Declaration to the same extent and degree as if the Declaration were herein set out in its entirety, and further subject to such additional covenants, conditions, easements and restrictions (hereinafter collectively referred to as "Restrictions") as are herein set forth. The Restrictions shall be construed as covenants running with the land and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE 1**

**PROPERTIES SUBJECT TO THIS  
SUPPLEMENTARY DECLARATION**

The additional property which is hereby made subject to said Declaration of May; 5, 1977, and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration, is located in Providence Township, Mecklenburg County, North Carolina, and is more particularly described and shown on plats showing on portions of DEERPARK, Sections 1-D and 2-B, prepared by John R. Yarbrough, N.C.R.L.S.,

which plats are recorded in the Mecklenburg Public Registry in Map Book 18

at pages 105 and 106. The above described property shall also be held, transferred, sold, conveyed and occupied subject to such further and additional restrictions as are hereinafter provided.

Only the property designated as a single family residential lot, street or common area (if any) shown on said subdivision plat of DEERPARK as above described is hereby made subject to this Supplementary Declaration and to said Declaration dated May 5, 1977.

**ARTICLE 2**

**SUPPLEMENT TO ARTICLE 6**



## **SECTION TWO OF THE DECLARATION**

**The property identified and made subject to the Declaration in Article 1 above is hereby made subject to the following Restriction:**

**It is the intent of the Developer that the owners of lots in section 1-D and 2-B of DEERPARK shall be free to construct homes of various architectural designs and types so that 1-D and 2-B may contain a variety of different styles of architecture. Therefore, the Committee, in exercising its responsibility under Article 6 Section Two of the Declaration, shall not decline to approve plans and specifications for proposed construction solely because the proposed construction is of a particular type or style of architecture, so long as the proposed plans and specifications are otherwise in conformity with the requirements of article 6, Section Two of the Declaration.**

## **ARTICLE 3**

### **RATIFICATION OF DECLARATION**

**Except with respect to the additional property hereby made subject to said Declaration of May 5, 1977, and the Supplement to Article 6, Section Two contained herein, Declarants hereby ratify and confirm said Declaration and all amendments and supplementary declarations applicable to the DEERPARK Subdivision previously filed of record in said Mecklenburg County Public Registry.**

**ARTICLE 4**

**BINDING EFFECT**

**This Supplementary Declaration shall be binding upon and insure to the benefit of the respective heirs, executors, and assigns of Developer and all portions, firms, or corporations claiming by, through or under Developer, IN WITNESS WHEREOF, Developer and Sparta Brook have caused this Supplementary Declaration to be duly executed, this 15<sup>th</sup>. day of December, 1977.**

COUNTY OF NEW YORK

4018 0517

This 15th day of December, 1972, personally came before me Arnold Kimmel, who, being by me duly sworn, says he is the President of RAINTREE CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Arnold Kimmel acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal.

Edith Michaelson  
Notary Public

My commission expires:

A York  
Notary Public  
County  
Commission Expires August 30, 1979

STATE OF NORTH CAROLINA

COUNTY OF NECKLENBURG

This 22nd day of December, 1972, personally came before me Susan B. Harrill who, being by me duly sworn, says that she is Vice President of SPARTA BROOK CONSTRUCTION CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said corporation by its authority duly given. And the said Susan B. Harrill acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal.

Brenda R. Litaker  
Notary Public

My commission expires:

August 12, 1980

State of North Carolina, County of Mecklenburg  
The foregoing certificate(s) of Edith Michaelson, a Notary Public for State of New York and Brenda R. Litaker,

a Notary Public of said County and State  
are certified to be correct. This 28 day of Dec. 19 77  
Charles E. Crowder, Register of Deeds, By: Mary E. Crowder

DEPUTY