

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MALLARD TRACE

PRESENTED FOR REGISTRATION

MAY 13 4 22 PM '86

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

THIS SUPPLEMENTARY DECLARATION made this the 8th day of May, 1986, by John Crosland Company, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on the map of Mallard Trace, which map is recorded in Map Book 21 at Page 325 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Mallard Trace"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 222 at Page 186 in said Office of the Register of Deeds, the exclusive residential community of Mallard Trace was created and certain general covenants, conditions and restrictions were thereby imposed upon Mallard Trace as shown on the map hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Mallard Trace Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, community facilities and easement areas within Mallard Trace, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within the subdivision, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map and each of them for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Mallard Trace, recorded in Map Book 21 at Page 325 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. No fence or wall shall be erected on any building plot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used

MAIL TO: Joyce Leatherwood John Crosland Company P. O. Box 11231 Charlotte, NC 28220

DRAWN BY: PERRY, PATRICK, FARMER & WICKHAM

JGW/lhs-#16-5/6/86 FEE 11.00 (>) 11.00 CASH 11.00

in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens.

3. No dwelling erected on any lot shall cost less than Forth Thousand and No/100 (\$40,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 1,700 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 6 feet on one side and 8 feet on the other side of an interior lot line except that detached garages or carports located to the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure may violate existing zoning requirements and no structure shall be erected on any easement described within the Declaration of Restrictions. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Declaration of Restrictions. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" on any map of Mallard Trace subdivision hereinafter recorded shall be maintained by the Mallard Trace Homeowners Association, Inc. as set forth in the Declaration recorded in Book 5222 at Page 186 in the Mecklenburg Public Registry and the Maintenance Easement Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may

be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot. However, one non-commercial greenhouse not to exceed 150 square feet may be attached to the rear of the residence building.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 15(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. In no event shall free standing transmission or receiving towers or discs or dishes be permitted. Antennas will be permitted within the roof structure.

19. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or Brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and 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; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered, agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, John Crosland Company has caused this instrument to be executed this the 8th day of May, 1986.



[Signature]
Secretary

JOHN CROSLAND COMPANY

By: *[Signature]*
VICE President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 9th day of May, 1986, personally came before me, Douglas L. Boone, who being by me duly sworn says that he is the Vice President of John Crosland Company, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, 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 corporation.

Janice L. Bradshaw
Notary Public



Commission Expires:
MY COMMISSION EXPIRES 11-19-90

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Janice L. Bradshaw

a Notary(~~ies~~) Public of Iredell County and State of North Carolina
is ~~is~~ certified to be correct. This 13 day of May 1986
Charles E. Crowder, Register of Deeds, By: Mary A. Crowder
DEPUTY