

**STATE of NORTH CAROLINA
COUNTY of MECKLENBURG**

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
STEELE OAKS, STEELE OAKS EAST AND BRADDOCK GREEN**

THIS DECLARATION, made on the date hereinafter set forth by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Steele Creek Township, Mecklenburg County, North Carolina, which Declarant is developing as three residential developments known as Steele Oaks, Steele Oaks East and Braddock Green, said property being described in Section 1 of Article II of this Declaration; and

WHEREAS, Declarant desires to ensure the attractiveness of the individual lots and community facilities within all portions of Steele Oaks, Steele Oaks East and Braddock Green and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the common area, open spaces, subdivision entrances, landscaped islands located in the street rights-of-way located within Steele Oaks, Steele Oaks East and Braddock Green, and land in the street right-of-way of Steele Creek Road and a maintenance easement along Steele Creek Road; and, in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additional property in Steele Oaks, Steele Oaks East and Braddock Green as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to ensure the efficient preservation, protection and enhancement of the values in Steele Oaks, Steele Oaks East and Braddock Green and the residents' enjoyment of the specific rights, privileges and easements in the community properties that an organization be created to which will be delegated and assigned the powers of maintaining easement areas, administering and enforcing the

covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Steele Oaks-Braddock Green Homeowners Association, Inc.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article VI, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Steele Oaks-Braddock Green Homeowners Association Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include those areas designated "Common Area" on any plat of the property described on Exhibit A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with this Declaration, but shall not include all lots as hereinafter defined and all public streets shown thereon. "Common Area" shall also include all private streets, if any, shown on said plats as now recorded or shall be hereafter recorded in the Mecklenburg County Public Registry.

Section 5. "Maintenance Easement" shall mean and refer to any easement designated "Maintenance Easement" on any plat of the property described in Exhibit A attached hereto and duly recorded in the Mecklenburg Public Registry in accordance with the provisions of this Declaration or any easement conveyed by Declarant to the Association and designated as a "Maintenance Easement" in the instrument of conveyance. The "Maintenance Easement" shall be in favor of the Association and shall be for the maintenance of the subdivision signs, fences, landscaping at the subdivision entrances and landscaped islands of portions of the rear yards abutting Steele Creek Road.

Section 6. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties, with the exception of any streets,

easements or Common Area shown on any recorded map. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 7. "Declarant" shall mean and refer to First Colony Group, Ltd. and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to First Colony Group, Ltd. shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association with voting rights as provided herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Mecklenburg County, North Carolina and is more particularly described on Exhibit A attached to this Declaration and made a part hereof.

This property shall be herein referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional residential property (and common area), outside of the area described in the aforementioned EXHIBIT A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (a), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(b) The additions authorized under Subsection (a) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this

Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. Each Class A lot shall entitle the Owner(s) of said lot to one(1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

(b) Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

A Class B lot shall cease to exist and shall be converted to Class A lot when:

(1) The total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, that the Class B lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 1992, whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easement and Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area initially and all future stages or sections of development, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties as their principal residence in Mecklenburg County, North Carolina, and to their families, tenants, contract purchasers, and guests, as provided in Section 2 of this Article IV.

(b) The right of the Association to suspend the voting rights and rights to the use of the recreational facilities of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its 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 dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners, tenants, or contract purchasers subject to the rules and regulations of the Association, as may be established by its Board of Directors, governing said use.

ARTICLE V

MAINTENANCE EASEMENTS

The Association, its successors and assigns, shall have a "Maintenance Easement" over those portions of the Lots adjacent to Steele Creek Road, if any, designated "Maintenance Easements" on the recorded maps for Steele Oaks, Steele Oaks East and Braddock Green. The Maintenance Easement shall be for the purpose of installation and maintenance of subdivision entrance signs, fences, and landscaping located within the Maintenance Easement Area. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those initially installed by Declarant without the Association's prior written approval. Association shall at all times have the right of access for its employees, agents and subcontractors over the Maintenance Easement for the purpose of installing, maintaining, repairing and replacing the subdivision entrance signs and fences and for the purpose of landscaping, planting, mowing and maintaining the area within the Maintenance Easement. Association shall also maintain the landscaped island located in the road right-of-way at the entrance to Steele Oaks from Steele Creek Road.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot in Use by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of these Covenants and the rules of the Association, and in particular for the improvement and maintenance of the Properties, including the Common Area, and providing the services and facilities devoted to this purpose and related to the use and enjoyment of any Maintenance Easements, 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, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the Maintenance

Easement Areas and Common Area including the subdivision entrance signs, fences and landscaping in the Maintenance Easement Areas and landscaped islands in road rights-of-way.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall not be in excess of \$72.00 per Class A Lot and \$18.00 per Class B Lot, except as otherwise provided herein.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided, however, that the ratio of the assessment established for such Class A lot in any category shall always be three (3) to one (1); with the assessment with respect to any Class B lot converted to Class A or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion and reversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

Section 4. Special Assessments for Capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement of and additions or improvements to capital improvement(s) upon the Common Area or any Maintenance Easement Areas, repayment of

indebtedness and interest thereon, borrowing of funds to make Property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of Association Property as security for loans, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the members as provided in 3(b) of this Article and shall be in the ratio of three (3) to one (1) for Class A and Class B lots as provided in Section 3 (c) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 6. Notice of Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for shall be given at least sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. The annual assessment provided for herein shall commence as to all recorded Lots on January 1, 1987 and on January 1 of each following year. The amount of the assessment for the year shall be based on the status of the Lot (Class A or Class B) as of January 1 of each year. The first annual assessment shall be subject to the limit of the "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the 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 at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto. 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.

Notwithstanding Sections 1 and 7 hereof, the Declarant may, at its election, postpone, in whole or in part; the date on which the assessment shall commence provided that the Declarant maintains the Common Area and Maintenance Easement Areas for which no assessment is being collected during the period of such postponement.

Section 8. Effect of Nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a minimum rate of twelve (12%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use. All lots shall be used for residential purposes only, except that the Declarant or its assigns may maintain models and sales offices on the Properties.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. 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 they are not kept or maintained for commercial purposes.

Section 4. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant, its successors and assigns, hereby reserves and shall have temporary easements for itself, its agents and employees over all Common Area for the purpose of constructing residential dwellings and related improvements on the Properties, including completing development of the Properties.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five-year period by an instrument signed by the Owners of not less than ninety (90%) percent of the 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. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment."

Section 4. FHA/VA Approval. In the even the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II, Section 2 hereof, deeding of Common Area to persons other than the Association and amendment of this Declaration.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this 11th day of May.

FIRST COLONY GROUP, LTD.

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STEELE OAKS, STEELE OAKS EAST AND BRADDOCK GREEN**

THIS SUPPLEMENTARY DECLARATION made this the 11th of May, 1987, by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on the maps of Braddock Green recorded in Map Book 21 at Page 603 and Map Book 21 at Page 711 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 "Braddock Green"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5511 at Page 204 in said Office of the Register of Deeds, the exclusive residential communities of Steele Oaks, Steele Oaks East and Braddock Green were created and certain general covenants, conditions and restrictions were thereby imposed upon Braddock Green as shown on the maps hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Steele Oaks-Braddock Green Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Steele Oaks, Steele Oaks East and Braddock Green, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within these two communities, 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 maps 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 maps of Braddock Green

recorded in Map Book 21 at Page 603 and Map Book 21 at Page 711 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 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. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.
3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000) based upon costs prevailing on the date of 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 material 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 minimum of 950 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

on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, 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" or "Common Area" on any map of Steele Oaks, Steele Oaks East or Braddock Green hereinafter recorded or any Maintenance Easement conveyed to the Steele Oaks-Braddock Green Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5511 at Page 204 in the Mecklenburg Public Registry and the Maintenance Easement Area and Common 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 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 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, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.
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 16(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 freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street

in front of the residence shall be allowed to be attached to the roof structure.

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STEELE OAKS, STEELE OAKS EAST AND BRADDOCK GREEN**

THIS SUPPLEMENTARY DECLARATION made this the 11th of May, 1987, by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on the map of Braddock Green recorded in Map Book 22 at Page 446 in the Office of the add certain real property to the exclusive residential community to be known as "Braddock Green"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5511 at Page 204 in said Office of the Register of Deeds, the exclusive residential communities of Steele Oaks, Steele Oaks East and Braddock Green were created and certain general covenants, conditions and restrictions were thereby imposed upon Steele Oaks as shown on the maps hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Steele Oaks-Braddock Green Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Steele Oaks, Steele Oaks East and Braddock Green, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within these two communities, 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 maps 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 Braddock Green recorded in Map Book 22 at Page 446 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 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. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.
3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000) based upon costs prevailing on the date of 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 material 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 minimum of 950 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 on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, 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" or "Common Area" on any map of Steele Oaks, Steele Oaks East or Braddock Green hereinafter recorded or any Maintenance Easement conveyed to the Steele Oaks-Braddock Green Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5511 at Page 204 in the Mecklenburg Public Registry and the Maintenance Easement Area and Common 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 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 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, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.
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 16(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 freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

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, 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 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. Invalidity 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.
24. 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.
19. Any driveway constructed in, or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

IN WITNESS HEREOF, First Colony Group, Ltd. Has caused this instrument to be executed this 6 day of June, 1988.

FIRST COLONY GROUP, LTD.