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JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
MIRANDA

THIS DECLARATIONS OF COVENANTS, CONDITIONS and RESTRICTIONS of MIRANDA, made this 11th day of December, 2000, by Edward B. Bost and wife, Claudia Bost, hereinafter referred to as "Declarants", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property, or any of the property hereinafter being made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Mecklenburg County, North Carolina, and being more particularly described in Deed Book 9372 at Page 66, Deed Book 9480 at Page 894 recorded in the Mecklenburg County Public Registry, North Carolina and a portion of such property being shown on that certain map entitled "Miranda, Phase 1, Map 2" recorded in Map Book 32 at Page 242 in the Office of the Register of Deeds of Mecklenburg County, reference to said map being hereby specifically made; and,

WHEREAS, Declarants have agreed to establish a general plan of residential Lot development as herein set out to restrict the use and occupancy of the property made subject to this Declaration for the protection of the property and the future owners thereof; and,

WHEREAS, Declarants prior to selling and conveying the aforesaid residential Lots, desire to impose upon such Lots certain mutually and beneficial Restrictions, Covenants and Conditions and Charges (hereinafter collectively referred to as "Restrictions") for the benefit and compliment of all the residential Lots, except Lot 71 in the Property, in order to promote the best interest and protect the investments of the Declarants and any owners of Lots hereinafter determined; and,

WHEREAS, Declarants desire to provide for the preservation of the values of the property hereby and hereinafter made subject to this Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarants declare that all of the properties described in said Deed Book 9372 at Page 66, Deed Book 9480 at Page 894 and on said map, except Lot 71 in the Property, shall be held, transferred, sold, conveyed and occupied subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of Miranda Subdivision as it now exists and which shall run with the land of said real property and be binding on all parties, their heirs, successors, or assigns, having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the term hereinafter specified. Every party which shall hereafter acquire any Lot



or portion thereof, in the described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchaser thereof, whether from the Declarants or a subsequent owner of such Lot, shall accept such deed or contract subject to each and all of the Covenants, Restrictions and Conditions contained within these Restrictions, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarants. Each Grantee of any Lot or Lots subject to these Restrictions by acceptance of said deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarants and with Grantees and subsequent owners of each of the Lots within the subdivision to keep, observe, comply with and perform said Restrictions and Conditions.

ARTICLE I: DEFINITIONS

Section 1: "Declarants" shall mean and refer to Edward B. Bost and wife, Claudia Bost, and their heir, successors and assigns, if such heirs, successors or assigns should acquire any of the Declarant's property for the purpose of development, and if the obligations of the Declarants as to such property are expressly assumed by such heirs, successors or assigns.

Section 2: "Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

Section 3: "Lot" shall mean and refer to any improved or unimproved building Lot shown upon any recorded subdivision map of the property.

Section 4: "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obliged obligation, provided however, the Declarants shall not be deemed an Owner.

Section 5: "Property" shall mean and refer to that certain property recorded in Deed Book 9372 at Page 66, Deed Book 9480 at Page 894 and as shown on the map recorded in Map Book 32, Page 242 in the Office of the Mecklenburg County Register of Deeds, exclusive of Lot 71 in the Property, which shall not be subject to these Restrictions, and shall also mean and refer to such revisions thereto as may thereafter be recorded. The terms "property" and "subdivision are interchangeable.

ARTICLE II: APPLICABILITY OF THIS DECLARATION

Section 1: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Mecklenburg County, North Carolina, and is more particularly described on attached Exhibit "A" which is hereby incorporated by reference as if fully set forth herein, save and except Lot 71 in the Property, which shall not be subject to these Restrictions.

Section 2: Declarants shall have the right, at their election without the consent of any Owner or Owners, to bring within the coverage of this Declaration any additional property. Such additions authorized hereby shall be made by filing of record in the Office of the Register of Deeds for Mecklenburg, North Carolina, Supplementary Declarations of Covenants, Conditions and Restrictions with the respect to such additional property. Each such Supplementary Declaration shall extend the scheme of this Declaration.

ARTICLE III: ROADS, STREETS AND EASEMENT RIGHTS

Section 1: Roads and Streets. Every road and street within the development is a private area until publicly dedicated and accepted for maintenance, and the execution and recording of any map or any other act of the Declarants or Declarants' successors or assigns entitled to all or any portion of the property is intended to be, and shall be construed, as a dedication to the public of such roads and streets, and Declarants shall take all steps necessary to prepare such roads and streets so that they may be transferred for maintenance to the North Carolina Department of Transportation. Declarants shall own and maintain such streets and roads until such are transferred to and accepted by the North Carolina Department of Transportation.

Section 2: Reservation of Easements. So long as Declarants own fee simple title to such, the Declarants reserve for themselves the right to dedicate or transfer any street or road to any public agencies, authority or utility if it so desires. The Declarants, their heirs, successors and assigns, also reserve for themselves the right to grant and reserve easements and rights-of-way through, under, over and across the Property set forth herein for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cablevision and other utilities. All utilities placed in the subdivision covered by these Restrictive Covenants shall be placed underground in accordance with all city, county, state and federal regulations.

Section 3: Owners Easement of Enjoyment. Every Lot owner shall have the right and easement of enjoyment in and to the streets and roads, which shall be appurtenant to and shall pass with the titles to every Lot subject to the provisions of this Declaration.

ARTICLE IV: RESTRICTIONS AND REQUIREMENTS

Section 1: Residential Use. No Lot shall be occupied or used except for single family residential purposes. No structure shall be erected, placed, or permitted to remain on any Lot other than one detached single family resident dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage. All main dwellings shall have an exterior brick finish.

Section 2: Size and Placement of Residences and Structures.

a. Dwelling Unit size shall be a minimum of Eighteen Hundred (1,800) square feet of enclosed, heated space (heated space for the purposes of this Declaration includes unfinished bonus rooms), excluding any garage. Any Dwelling Unit with Twenty Two

Hundred (2,200) square feet or less of enclosed heated space, as defined herein, must have an attached double car garage. Any Dwelling Unit may have a detached garage in addition to the required attached garage.

b. All accessory buildings up to and including 160 square feet need not be built on a permanent foundation but shall be enclosed around the perimeter of the structure so that there is no exposed area between the bottom of the structure and the ground. All accessory buildings over 160 square or more shall be built on a permanent foundation and have a brick exterior. All accessory buildings must be located to the rear of the main dwelling and must be "site built" of materials (exterior finishes, windows, doors and roofing materials) that match those materials used on the main dwelling.

c. No Dwelling Unit may be constructed or placed on any Lot within:

1. Thirty (30) feet from the front line of the Lot.
2. Ten (10) feet from the sideline.
3. Forty Five (45) feet from the rear line of each Lot.
4. A corner Lot shall be deemed to have front line on each street to which the Lot abuts and such Lot needs only to have one rear yard as defined by (3) above.

d. All above ground structures, except fences and walls, shall be placed as zoning requires but in no event closer to any property line than ten (10) feet.

Section 3: The driveways, walkways, landscaping and the exterior of all houses and other structures must be completed within one year after the construction of the same has commenced.

ARTICLE V: GENERAL USE OF RESTRICTIONS

Section 1: Declarants do hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property, that the property is hereby subject to Restrictive Covenants as to the use thereof, which Restrictions may be modified or supplemented as to any additional phases, if added to the subdivision, upon the recording of the Supplemental Declaration with respect thereto:

a. Except as otherwise provided in this Declaration, the Lot shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any Lot other than one detached single family dwelling, together without buildings customarily incident to the residential use of the Lot, except that the Declarants reserve the exclusive right to construct a road over any Lot owned by them in order to grant access to other property acquired by the Declarants and in such cases, the remainder of any such Lot not used for the roadways will still be subject to this Declaration.

b. More than one Lot may be combined to form one larger Lot and in such event the building line requirements thereto shall apply to such Lots as combined. No Lot shall be subdivided by sale or otherwise. Upon combination of Lots, the easements granted herein shall be applicable to the rear, side and front Lot lines of such Lot as combined.

c. Easements five (5) feet in width along the Lot lines of all Lots are reserved for installation, repair, replacement and maintenance for utilities, including the right to keep said easements free and clear all of obstructions. An easement of ten (10) feet is reserved for such purposes along the rear line of all Lots that do not adjoin other Lots or other properties within the subdivision. Declarants reserve unto themselves, their heirs, successors and assigns, and for the benefit of all Lot owners in the development, the street and road rights of way shown on the maps now or hereafter recorded of the development for maintenance of utility lines and mains and for drainage, and no Lot owner may interfere with such rights of way or such uses therein. On each Lot the rights of way and the easement areas reserved by the Declarants shall be maintained continuously by the Lot owner; but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of the road, or utilities, which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios or create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, as long as such relocation does not cause an encroachment on any other Lot in the development. Improvements within such areas shall also be maintained by the respective Lot owner except for those for which a public authority or utility is responsible. It is expressly permitted to construct driveways to the Dwellings within such easement areas.

d. All driveways should all be constructed of either concrete or brick pavers.

e. No stripped, partial wrecked, junk motor vehicle or any non-operation vehicle shall be permitted to be parked or kept on any street or Lot. Owners shall only be allowed to park up to four (4) cars in their driveway and only upon the driveway (no on street parking). All motor vehicles shall have a current tag, insurance and inspection sticker.

f. Only conventional passenger vehicles, including pick-up trucks, may be kept in a location on any Lot visible from any street or Lot. All other vehicle-types, including, but not limited to, motor homes, recreational vehicles, trailers, campers, commercial vehicles of any description, boats, boat trailers, motorcycles and motorbikes, if kept on any Lot shall be enclosed in a garage.

g. All structures constructed or placed on any Lot shall be built with substantially new materials and no used structure shall be relocated or placed on any such Lot.

h. All mailboxes shall be of the exact type, size, materials and color as originally provided by Declarants.

- i. No outside clothes lines shall be permitted. No outside antenna or satellite dishes in excess of Twenty Eight (28) inches shall be permitted. All satellite dishes and antennas shall be located at the rear of the house.
- j. All fences of a masonry or brick nature shall be of the same exterior materials in shape, size and color as those materials on the main dwelling. All fences constructed of wood shall be of a split rail type and shall be constructed of cedar, redwood, fir or pressure treated lumber. The only type of metal fence allowed shall be a wrought iron or black chain link fence and the only type of PVC or plastic fencing shall be white and of a rail type. All fences shall be no taller than four (4) feet in height. Notwithstanding the above, Owners may erect privacy fences of masonry, brick, cedar, redwood, fir or treated lumber not to exceed six (6) feet in height.
- k. No above ground swimming pools or lap pools shall be permitted.
- l. No temporary house, trailer, garage, storage shed or other outbuilding shall be placed or erected on any Lot.
- m. Declarants shall be permitted to erect one or more mobile offices on any Lots that they own for the purposes of maintaining sales information centers and construction coordination offices.
- n. No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No animals or any poultry of any kind may be kept or maintained on any of said Lots except a reasonable number of dogs and cats kept as household pets.
- o. It shall be the duty of each owner to maintain his or her Lot, together with the exterior of all improvements located therein, in a neat and attractive condition. 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 addition, it shall be the duty of each Lot owner during the construction of his residence to assure that no building materials or construction vehicles are placed or stored on the subdivision road right of way and to keep dirt, mud and debris from being tracked on to the streets and roads from his Lot.
- p. The Declarants hereby expressly reserve to themselves, their heirs, successors or assigns, the right to re-map any Lots shown on the map of any of said development or part thereof owned by it in order to create a modified Lot or Lots, or other parcels, without permission or joinder of any Lot owner whose Lot lines are not affected by such re-mapping.
- q. That all Lots within the Property and any additions to it shall be subject to a maximum allowable imperious area which shall be calculated on an approved form and

recorded prior to the issuance of a certificate of occupancy from Mecklenburg County Engineering and Building Standards Department.

ARTICLE VI MISCELLANEOUS

Section 1: Whenever the context in construction so requires, all words used in the singular number here shall be deemed to have been used in plural, and vice versa, and the masculine gender shall include the feminine and neuter, and the neuter shall include the masculine and the feminine.

Section 2: The caption herein are inserted only as a matter of convenience and not for reference and in no way define, limit or describe the scope of this Declaration, nor the intent of any provisions hereof.

Section 3: Enforcement shall be by the Declarants for so long as they own Sixty Seven (67%) percent of the Lots in the Property. Thereafter, enforcement shall be by the Declarants or any Lot Owner by proceedings at law or in equity against any person or persons by violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event that it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings, including reasonable attorney's fees.

Section 4: Invalidation of any one or more of these Covenants, by judgment or court shall not inversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5: This Declaration may only be amended upon Sixty Seven (67%) percent vote of the Lot Owners and such amendment shall be signed by the approving Lot Owners and recorded at the Mecklenburg County Public Registry.

ARTICLE VII

These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the Lot has been recorded agreeing to change said Covenants in whole or in part. This Declaration may be amended by an instrument signed by the Owners of not less than Sixty Seven (67%) percent of the Lots.

IN WITNESS WHEREOF, Declarants have caused these presents to be signed in their name this the 11th day of December, 2000.

Edward B. Bost (Seal)
Edward B. Bost

Claudia Bost (Seal)
Claudia Bost

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kristen N. Berry, a Notary Public in and for said County and State, do hereby certify that Edward B. Bost and Claudia Bost, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS, my hand and official stamp or seal, this 11th day of December, 2000.



Kristen N. Berry
Notary Public

My Commission Expires: 2-27-2005

(SEAL)

DRAWN BY + MAIL TO:
PROSSER D. CARNEIGE
P.O. Box 217
Davidson NC
28036

EXHIBIT "A"

1. Deed Book 9372, Page 66

BEGINNING at a stone, Mrs. Gluyas' corner, thence, with her line and the line of Mrs. Gresham, S. 66 1/2 E., 146 2/5 poles to a stone; thence, with the James Lawing's line, S. 85 1/2 E., 10 poles to a stone; thence with the Robert Phillip's line S. 2 1/2 W., 83.6 poles to a stone; thence, with the line of John Primm, N. 78 W., 122 poles to a stone; thence, N. 31 1/2 W., 36.8 poles to a stone; thence, S. 68 1/2 W., 15 1/2 poles to a stone on the west side of the creek; thence, with Dr. Abernathy's line, N. 35 W., 49 poles to a stone; thence still with Dr. Abernathy's line, N. 36 3/4 E., 65.2 poles to the Beginning, containing 97.3 acres, more or less.

SAVE AND EXCEPT that property conveyed to Oak Hills, Inc. by deed dated July, 1978 and filed in Deed Book 4092, Page 428 of the Mecklenburg County Public Registry and more particularly described as follows:

BEGINNING at an existing iron, the northeasterly corner of the property conveyed to L.C. Cooper by deed recorded in Book 2161, Page 454, and which iron is also in the line of the property of Alice Josephine Gluyas (now or formerly); runs, thence from said Beginning Point, S. 64-57-28 E., 1,666.59 feet to an iron stake; thence, S. 27-36-23 W., 1480.0 feet to an existing iron, the common corner of the property of H. C. Davis and M. L. Watts (now or formerly); thence, N. 77-53-27 W., 420.23 feet to an existing iron; thence, N. 77-55-31 W., 303.37 feet to a stone; thence, N. 31-43-19 W., 257.14 feet to an existing iron; thence, N. 31-32-30 W., 354.73 feet to a stone; thence, S. 72-05-36 W., 264.0 feet to an iron; thence, N. 34-59-55 W., 858.0 feet to a stone; thence, N. 39-28-12 E., 216.82 feet to an existing iron; thence, N. 38-16-37 E., 569.78 feet to an iron; thence, S. 64-45-34 E., 300.0 feet to an iron; thence, N. 38-09-54 E., 300.0 feet to the point of Beginning; containing 66.43 acres according to a survey and plat prepared by R.B. Pharr, R.S. dated January 16, 1976.

2. Deed Book 9480, Page 894

Beginning at a set nail in the centerline of Primm Road, said point being a common corner with Robert S. Ferrell et ux, now or formerly (Deed Book 3115, Page 454) and running from said set nail with the centerline, N. 71-10-00 W., 50.75 feet to a point; thence, continuing with said centerline, N. 74-33-00 W., 297.10 feet to a set nail; thence, with a common line of James E. Primm, now or formerly, (Deed Book 1684, Page 221), N. 01-12-28 E., 1606.68 feet to a nail in a stone; thence, with a common line of Mecklenburg County, now or formerly, (Deed Book 5799, Page 291) N. 89-22-00 E., 345.90 feet to an existing iron pin; thence, with a common line of said Robert S. Ferrell, et ux, S. 01-16-00 W., 1708.68 feet to a set nail in the centerline of Primm Road the point and place of Beginning, all as shown on that Boundary Survey dated January 26, 1998 by Stephanie D. Neely, R.L.S.

3. Map Book 32, Page 242

WHEREAS, the parties desires to amend said Declarations of Covenants, Conditions and Restrictions of Miranda to allow for architectural review for any construction, building and/or renovation in Miranda and the preservation of certain trees is in Miranda; and

WHEREAS, the Article VI, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Miranda allow the same to be amended upon consent of Sixty Seven (67%) percent of the Lot Owners; and

Now THEREFORE, in consideration of the premises, the promises herein and other and valuable consideration, the Declarant and Lot Owners hereby amend the Declaration as follows:

1. There shall be added an Article VIII to read as follows:

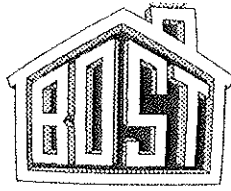
Section 1. No building, fence, wall, mailbox, paperbox, or other structure, sidewalk, driveway or patio shall be constructed, erected, or maintained upon the Property or on any Lot, nor shall any exterior addition to or change or alteration thereof be made to such, nor shall any tree or shrub with a trunk diameter 6" or greater (measured 2' from the ground) be removed, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, and landscaping plans therefore, shall have been submitted and approved in writing, as to harmony of external design and location in relation to the surrounding structures and topography, by the Architectural Control Committee composed of not less than one (1) and not more than five (5) representatives appointed by the Lot Owners, except as may be set forth hereinafter. In the event said ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with; provided, nothing herein contained shall be construed to permit interference with the development of the property by the Declarant.

Section 2. As long as Declarant owns any Lot or other portion of the Property, the Architectural Control Committee shall be appointed by the Declarant. At such time that Declarant no longer owns any Lot or other portion of the Property, the Declarant releases the right to appoint any Members to the Architectural Control Committee and such members shall be appointed by a majority of the Lot Owners in Miranda attending a meeting duly called and upon proper notice given to the Lot Owners no sooner than 10 days before such meeting and no later than 40 days before said meeting.

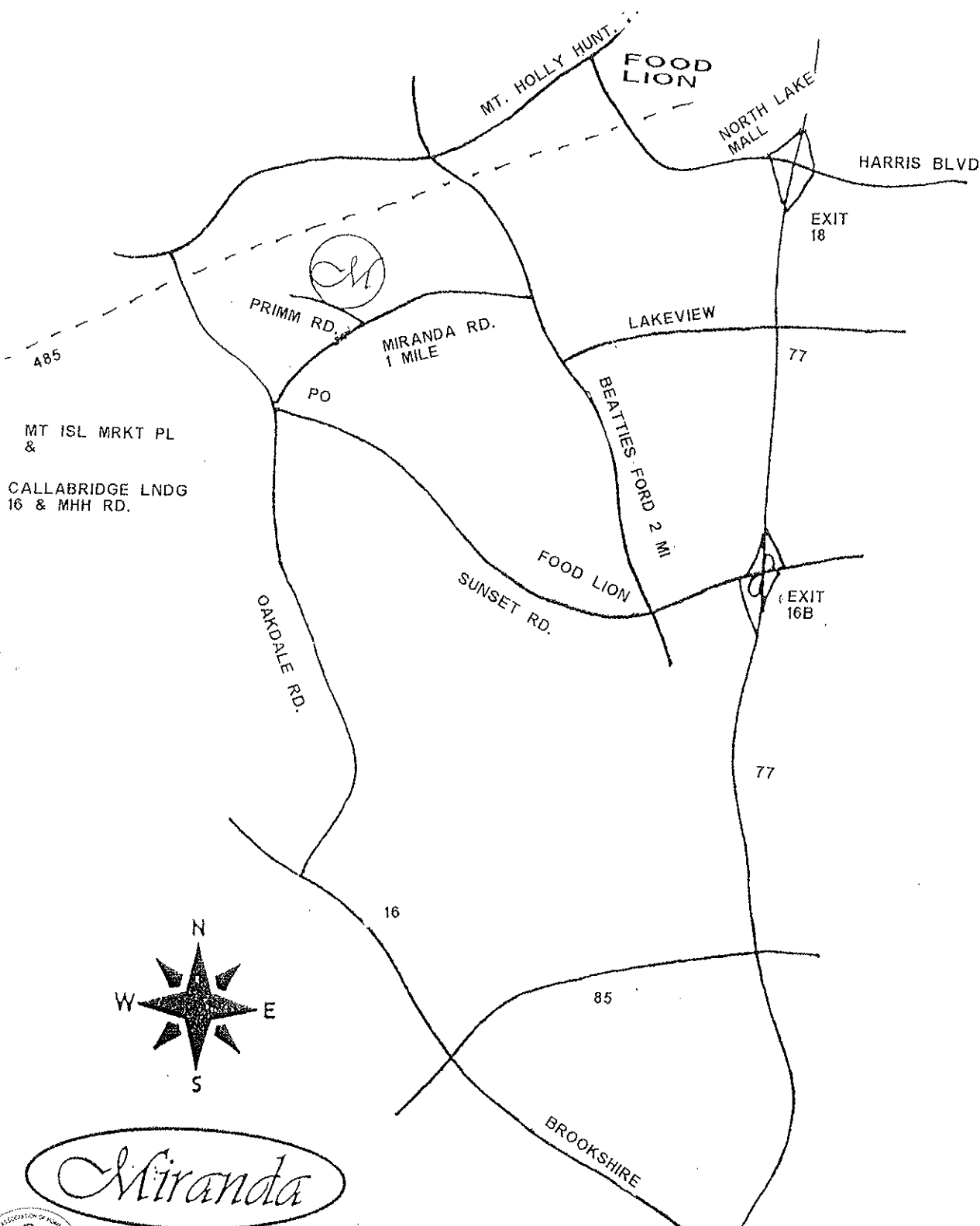
Section 3. The Architectural Control Committee, shall from time to time, publish and promulgate Architectural, Landscaping and Design Guidelines. Such Architectural, Landscaping and Design Guidelines shall be explanatory and illustrative of the general intent of the Development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for any improvements as set out hereinabove. Such Architectural, Landscape and Design Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications to the Architectural Control Committee. Such Architectural, Landscaping and Design Guidelines shall not be binding upon the Architectural Control Committee, and may be revised and amended by the Architectural Control Committee, and shall not constitute, in any event, the basis for approval or disapproval of plans, specifications, landscaping, and other materials submitted to the Architectural Control Committee for approval.

That the undersigned Lot Owners of Miranda do ratify the foregoing amendment in accordance with the required procedures of the Declaration of Covenants, Conditions and Restrictions of Miranda by signing this Amendment to evidence their consent and unequivocally state that their individual consents were voluntary and lawfully obtained.

Except as specifically herein amended, said Declaration of Covenants, Conditions and Restrictions of Miranda recorded in Book 11787 at Page 132 in the Mecklenburg County Public Registry shall remain in full force and effect.



BOST REALTY & BUILDING CO.



MT ISL MRKT PL & CALLABRIDGE LNDG 16 & MHH RD.



Miranda



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NorthMeckBrickHomes.com

