

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
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BOOK 11854 PAGE 211-220 FEE \$24.00
INSTRUMENT # 2001005115

DRAWN BY AND MAIL TO:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745
Concord, NC 28026-0745
19729-C
FILE TO: ROD Box 175

**SUPPLEMENTAL
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TANNERS CREEK SUBDIVISION**

This Supplemental Declaration of Covenants, Conditions and Restrictions is made this 27th day of December, 2000, by Niblock-Ridgeline, LLC, a North Carolina Limited Liability Company, referred to in this instrument as "Developer or Declarant."

STATEMENT OF PURPOSE

Developer is the owner of that certain parcel of land located in Mecklenburg County, North Carolina, known as **TANNER'S CREEK, PHASE 2, MAP 1**, recorded in **Map Book 34, Page 412**, Mecklenburg County Registry hereto and incorporated herein by reference (the "Existing Property"). Developer desires to create on the property shown on said recorded Map an exclusive residential community of single-family residences to be named **Tanners Creek Subdivision**.

Developer will convey the Existing Property subject to certain protective covenants, conditions, restrictions, reservations and charges, as heretofore set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Tanners Creek Subdivision ("Master Declaration") recorded in Book 11696, Page 235, Mecklenburg County Registry, and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title, or interest therein, their heirs, successors, and assigns.

Developer desires to achieve the most appropriate development and improvement as to each Lot, to protect the Lot Owners against improper use of the property, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of structures designed or proportioned or consisting of materials contrary to that required hereby, and to secure and maintain proper setbacks with certain free space between structures, and in general to provide for a high quality of improvements.

NOW THEREFORE, in consideration of the premises and for the purposes stated, Developer hereby declares that all of the real property as described on that map entitled **TANNER'S CREEK, PHASE 2, MAP 1**, recorded in **Map Book 34, Page 412**, Mecklenburg County Registry, shall be held, sold, and conveyed subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Tanners Creek Subdivision recorded in Book 11696, Page 235, Mecklenburg County Registry, **and**

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NORTH CAROLINA

subject further to the following easements, restrictions, covenants, and conditions which shall be construed as covenants running with the land and shall be binding upon all parties having any right, title or interest in the described real property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, as follows:

1. **Architectural Control**

(1.1) **Architectural Control Committee.** For purposes of this Supplemental Declaration, the Architectural Control Committee (the "Committee") is established pursuant to the provisions of Article 4.7 of the Master Declaration.

(1.2) **Definitions.** For purposes of this Supplemental Declaration, the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, tool shed, storage or utility building, wellhouse, guest quarters, cabana or other similar building constructed on a Lot which is not a dwelling;
- (b) "buildings" mean accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single-family residential use but not excluding guest quarters or other similar quarters; and
- (d) "improvements" or "structures" mean buildings and all walls, fences, decks, patios, planters, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

(1.3) **General Guidelines.** Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Committee in the approval or disapproval of an Owner's plans and specifications:

- (a) No structures (except fences or walls approved by the Committee) may be erected above grade except within those setbacks as more particularly reflected on the recorded

Maps. For purposes of this covenant, eaves and stoops shall not be considered as a part of a building provided, however, this shall not be construed to be deemed to permit the encroachment of any improvement onto another Lot.

(b) Any dwelling constructed on a Lot subject to the Restrictions shall contain not less than 1,250 square feet of heated floor area exclusive of roofed or unroofed porches, decks, patios, terraces, attached garages, and accessory buildings.

(c) The Committee has the right to decide in its sole and absolute discretion the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.

(d) Home design shall be traditional, or moderate transitional, with particular emphasis on adherence to the historic design detail of a particular style home.

(e) All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot.

(f) All driveways, and turning, and parking, areas shall be asphalt or concrete surfaced, or shall be surfaced with such other materials as may be approved by the Committee; such surfacing must be completed prior to the occupancy of any dwelling on a Lot.

(g) The following types of fencing are permitted:

(i) brick walls with a cap that matches the exterior of the residential structure, and stuccoed block walls;

(ii) wooden fences with all pickets facing the outside boundary line(s) of the Lot (in other words, no framing or posts are to be visible from the perspective of any perimeter boundary line of the Lot);

(iii) wooden privacy fences employing one inch by six inch (1" x 6") pickets with "dog-eared" tops having an identical appearance from each side of said fence (in other words, pickets on both sides of the rails are to be installed in an alternating fashion);

(iv) vinyl fences;

(v) wrought iron fences; and

(vi) three (3) rail (diamond-cut rail, or split-rail) fences, with four inch by four inch (4" x 4") rails, which may also utilize two inch by two inch (2" x 2") galvanized, heavy gauge, welded wire fabric screen secured to the inside of the rails to contain pets.

All wooden fencing must employ four inch by four inch (4" x 4") wooden posts which shall extend above the pickets and shall have a decorative, beveled saw-cut top. No chain link, concrete block, or exposed wire fences of any nature shall be allowed within the Development. No "dog runs", chain link animal enclosures, or animal enclosures of any nature shall be allowed within the Development. Other materials not specifically listed herein may be allowed with the approval of the Committee. Any fencing installed along a side street-Lot line shall have a minimum of twelve feet (12') of landscaped area between such fencing and the street right-of-way. Fences shall not exceed a height of 60 inches, but must, in any event, be approved by the Committee. All Fences must be located to the rear of the front line of the residence located on a particular Lot. However, front yard and side yard accent fencing or walls not to exceed

36 inches in height may be allowed with the approval of the Committee.

(h) Minimum landscaping for each structure shall include seeding of all lawn areas and/or maintained natural areas and appropriate foundation plantings.

(1.4) **Landscaping.** Each Owner shall have completed lawn seeding and foundation plantings in and around the structure within two (2) months of issuance of the Certificate of Occupancy by the applicable governmental authority; provided, however, the Committee may waive this requirement if delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of the landscaping within such time impossible.

(1.5) **Approval of Changes in Structure.** After completion of approved construction and issuance of a Certificate of Occupancy by the applicable governmental authority, no material change shall be made to any structure on a Lot without the approval of the Committee. Prior to making any material changes to any structure on a Lot [such changes to include without limitation any addition to the existing structure, any construction or addition of an accessory building or any change (including changes in color) in the exterior wall covering], the Owner shall submit to the Committee all plans and specifications covering such proposed change. The Committee shall have the absolute and exclusive right to refuse to approve the proposed plans and shall notify the Owner of its approval or disapproval within thirty (30) days of receipt of the plans from the Owner.

(2) **Covenants Running with the Land.** All provisions of this Supplemental Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Supplemental Declaration.

(3) **Duration.** The covenants, conditions and restrictions of this Supplemental Declaration shall be binding for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

(4) **Severability.** The provisions of this Supplemental Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

UNRECORDED

(5) **Joinder of Development Lender.** Southland Associates, Inc., Trustee, and Central Carolina Bank and Trust Company, owner and holder, join in the execution of these Restrictive Covenants solely for the purpose of subordinating the lien of the following recorded deed of trust to these Restrictive Covenants: Deed of Trust from Niblock-Ridgeline, LLC, a North Carolina limited liability company to Southland Associates, Inc., Trustee for Central Carolina Bank and Trust Company dated July 28, 1999 and recorded in Book 10649 at Page 214, in the Mecklenburg Public Registry in the original principal amount of \$6,200,000.

(6) **North Carolina Planned Community Act.** The provisions contained hereinbefore this Supplemental Declaration notwithstanding, nothing herein contained shall be construed so as to be in conflict with, or contrary to, those provisions of Chapter 47E of the North Carolina General Statutes, entitled the "North Carolina Planned Community Act" which are to take precedence, or be controlling, over the content of a Supplemental Declaration (as defined therein).

(7) **Effect.** Except as expressly modified or supplemented hereby, the Master Declaration shall remain in full force and effect.


IN WITNESS WHEREOF the undersigned has caused this Supplemental Declaration to be executed effective the day and year first above written.

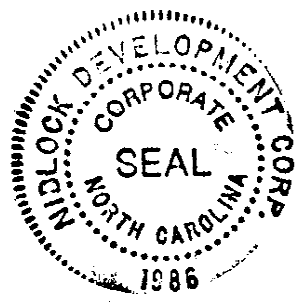
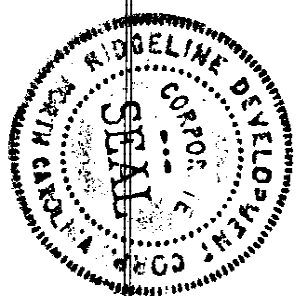
**NIBLOCK-RIDGELINE, LLC,
a North Carolina Limited Liability Company**

**By: Ridgeline Development Corp.
a North Carolina Corporation
Member-Manager**

By: 
W. Kendall Foster, President

**By: Niblock Development Corp.
a North Carolina Corporation
Member-Manager**

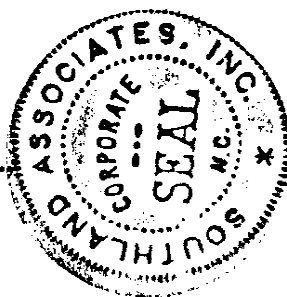
By: 
Kia President



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CONCORD
NORTH CAROLINA

DUPLICATE DOCUMENT

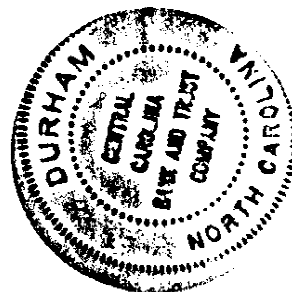
SOUTHLAND ASSOCIATES, INC.
Trustee



By: [Signature]
President

CENTRAL CAROLINA BANK and TRUST CO.

By: Brenda T. Wagner
Vice President



NORTH CAROLINA
MECKLENBURG COUNTY

I, Cheryl Robin Belcher, a notary public of the County and State aforesaid, certify that W. Kendall Foster personally came before me this day and acknowledged that he is President of Ridgeline Development Corporation, a North Carolina Corporation, Member-Manager of Niblock-Ridgeline LLC, a North Carolina Limited Liability Company, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 24th day of December, 2000.

(Official Seal)



Cheryl Robin Belcher
Notary Public

My commission expires: 09/17/04

NORTH CAROLINA
COUNTY OF Mecklenburg

Cheryl Robin Belcher, a notary public of the County and State aforesaid, certify that William Niblock personally came before me this day and acknowledged that he is Vice President of Niblock Development Corp., a North Carolina Corporation, Member-Manager of Niblock-Ridgeline LLC, a North Carolina Limited Liability Company, and that ~~he~~ as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 27th day of December, 2000.

(Official Seal)



Cheryl Robin Belcher
Notary Public

My commission expires: 09/17/04

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CONCORD
NORTH CAROLINA

NORTH CAROLINA
Cabarrus
MECKLENBURG COUNTY

I, Sherry T Dyer, a notary public of the County and State aforesaid, do hereby certify that Christina, personally appeared before me this day and stated that (s)he is VP of Southland Associates, Inc., Trustee for Central Carolina Bank and Trust Co., and acknowledged, on behalf of Southland Associates, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal this the 4 day of January,



Sherry T. Dyer
Notary Public

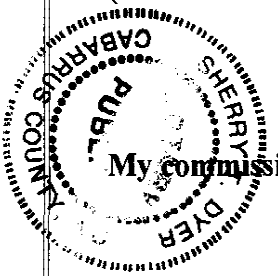
My commission expires: 11-1-04

NORTH CAROLINA
COUNTY OF Cabarrus

I, Sherry T. Dyer, a notary public of the County and State aforesaid, certify that Brenda T. Wagoner personally came before me this day and acknowledged that (s)he is Vice President of Central Carolina Bank and Trust Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official seal, this 4 day of January, 2001.

(Official Seal)

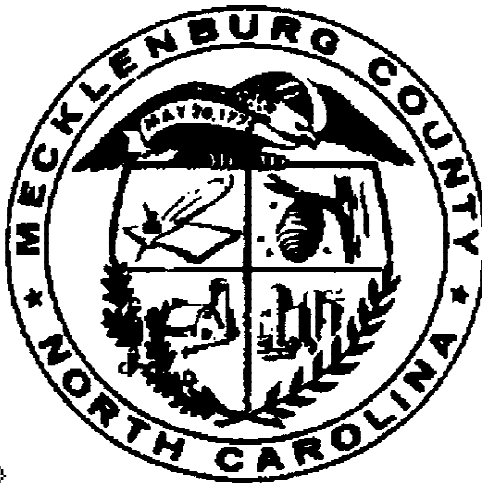


Sherry T. Dyer
Notary Public

My commission expires: 11-1-04

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NORTH CAROLINA

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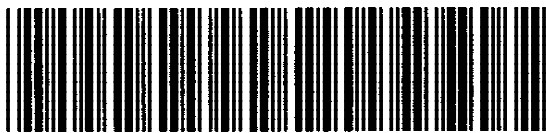
JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

Filed For Registration: 01/11/2001 08:44 AM
Book: RE- 11854 Page: 211-220
Document No.: 2001005115
RESTR. 10 PGS \$24.00
Recorder: REBECCA MCGOWAN

State of North Carolina, County of Mecklenburg

The foregoing certificate of CHERYL ROBIN BELCHER , SHERRY T. DYER Notaries are certified to be correct.
This 11TH of January 2001

JUDITH A. GIBSON, REGISTER OF DEEDS By: Rebecca McGowan
Deputy/Assistant Register of Deeds



2001005115

UNRECORDED