

SHEPHERDS VINEYARD

Declaration Of Covenants, Conditions & Restrictions

Courtesy of Shepherds Vineyard Homeowners Association

Recd Book 5468 Page 0754

PRESENTED FOR REGISTRATION.

207

APR 2 3 03 PM '87

CHARLES E. CROWDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHEPHERDS VINEYARD
RECORDING DEEDS
REGISTERED
N.C.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this the 1st day of April, 1987, by JRS ENTERPRISES, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on a map of SHEPHERDS VINEYARD, which map is recorded in Map Book 21, Page 787, in the Mecklenburg Public Registry, which property is more particularly described in Article II hereof, and desires to create thereon an exclusive residential community of single-family houses to be named SHEPHERDS VINEYARD; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision; and, to this end desire to subject the real property shown upon the aforesaid map and to the covenants, conditions, restrictions and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;—

NOW THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the property shown on the aforesaid map of SHEPHERDS VINEYARD, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to the "Property" described in Article II.

Section 3. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of Properties.

Section 4. "Declarant" shall mean and refer to JRS ENTERPRISES, INC 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 resident building(s) to be constructed thereon, and any such successor in title to JRS ENTERPRISES, INC. shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed), but no longer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. 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, described as follows:

Being all of the property shown on map recorded in Map Book 21 at Page 780 in the Mecklenburg Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner:

(a) Additional land within the area described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages or development, without the consent of any other lot owner or owners, provided that said annexations must occur within six (6) years after the date of this instrument. Declarant may remove all or any property from the Schedule A description prior to its annexation by filing a written declaration of removal in the Mecklenburg Public Registry;

(b) The additions authorized under Subsection (a) above shall be made by filing a record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the

same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more representatives appointed by Declarant. In the event said committee 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. The architectural control committee shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The architectural control committee shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot. Refusal or approval of plans, specifications, builder or location may be based on any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the architectural control committee shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. In order to assure that location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations, the architectural control committee reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the Builder or lot Owner to recommend a specific site.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the architectural control committee as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the architectural control committee as hereinabove set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article III, the architectural control committee or its duly appointed agent, shall, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, be entitled to enter upon the property of

Owner and cure such defect including removal of any structure built in violation hereof, all at the cost and expense of Owner. This right of the architectural control committee, or its agent, shall be in addition to all other general enforcement rights which the architectural control committee may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling, not to exceed two and one-half (2 $\frac{1}{2}$) stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to use of the plot.

The area between the right of way margin of Stumptown Road and the 45 foot minimum rear yard building line of Lots 4, 5, and 6 in Block 2 of Shepherds Vineyard is to remain as a natural buffer to be maintained by the owners of such lots. No vehicular access onto or across this buffer shall be permitted.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line as required by the Mecklenburg County Zoning Ordinances or any other applicable zoning ordinance.

Unintentional violations not exceeding 10% of the minimum building line requirements herein set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide or resubdivide any lot or lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected or placed having a heated floor area of less than 700 square feet.

Unintentional violations not exceeding 2% of the minimum foot requirements herein set forth shall not be considered a violation of this Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the architectural control committee.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area

(including patios) within the Properties other than between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times aforementioned.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residence. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Satellite Dish Antennas. No satellite dish antenna shall be erected, installed, except in accordance with the architectural control provisions of Article III hereof.

Section 10. Harmony of Structures. No structure shall be constructed or moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 11. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 5 feet of each lot for public storm drain and/or shown on recorded map.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than thirty-six by forty-eight inches (36" x 48"), advertising the property for sale or rent; or use by builder to advertise the property during the construction and sales period.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 14. Trash Disposal. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage, or waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article III hereof.

Section 16. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VI

EASEMENTS

Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. 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 of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. 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 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to January 1, 2017 by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any 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.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration of Covenants, Conditions, and Restrictions, amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, JRS ENTERPRISES, INC., Declarant by virtue of the provisions of Article I, Section 4, of the aforesaid Declaration of Covenants, Conditions, and Restrictions, has caused this instrument to be executed by its Uwe President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

JRS ENTERPRISES, INC.

By: Uwe
Vice President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 1st day of April, 1987, personally came before me Reed Harris, who, being by me duly sworn, says that he is the Uwe President of JRS ENTERPRISES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Reed Harris acknowledged the said writing to be the act and deed of said corporation.

William H. Toller
Notary Public

My Comm. Expires: 7/9/91

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SCHEDULE A

BEGINNING at an existing iron pin in the Westerly right of way line of Oakhill Road, said iron pin marking the Northeastly front corner of Lot 5 in Block A of Ashton Acres as shown on map recorded in Map Book 19 at Page 231 of the Mecklenburg Public Registry running thence with the northerly line of Lot 5 S. 85-51-36 W. 154.98 feet to a iron pin; thence with the rear line of Lots 5 and 4 S. 04-08-10 E. 199.99 feet to a iron pin; thence with the Northwestly boundary of Block B of Ashton Acres as shown on map recorded in Map Book 19 at Page 551 of the Mecklenburg Public Registry six courses as follows: (1) N. 82-38-50 W. 99.95 feet to a iron pin; (2) N. 82-35-19 W. 100.03 feet to an iron pin; (3) S. 52-59-10 W. 109.98 feet to an iron pin; (4) S. 22-58-45 W. 179.98 feet to an iron pin; (5) S. 49-58-20 W. 320.06 feet to an iron pin; (6) S. 30-58-50 W. 169.98 feet to an iron pin at the corner of the property of Howie and Hopkins as described in Deed recorded in Book 5022 at Page 278 of the Mecklenburg Public Registry; thence with the Westerly line of Howie and Hopkins six courses as follows: (1) S. 63-28-19 W. 199.96 feet to a iron pin; (2) S. 46-57-43 W. 195.94 feet to an iron pin; (3) S. 02-13-40 W. 109.76 feet to an iron pin; (4) S. 21-47-51 W. 77.24 feet to an iron pin; (5) S. 21-59-06 W. 507.0 feet to an iron pin; and (6) S. 83-36-40 E. 213.04 feet to an iron pin, corner of the property of Jerry R. Williams and wife; thence with Williams line S. 37-16-48 W. 137.44 feet to an iron pin, corner of the property of Paul S. Walters and wife; thence with Walters line and the line of Bobby E. Sims and wife four courses as follows: (1) S. 37-14-10 W. 209.03 feet to an iron pin; (2) S. 35-14-10 W. 79.96 feet to an iron pin; (3) S. 81-26-50 W. 96.76 feet to a concrete monument; (4) S. 81-25-41 W. 345.25 feet to an iron pin, corner of the property of Timothy L. Ward thence with Ward's line N. 49-58-27 W. 420.19 feet to an iron pin, corner of the property of Charles E. Holbrook thence with Holbrook's line S. 73-31-44 W. 345.76 feet to a new iron pin, corner of property of William Goldberg as described by deed in Book 3673 at Page 63 of the Mecklenburg Public Registry; thence with Goldberg's line three courses as follows: (1) N. 24-45-47 E. 265.32 feet to a new iron pin; (2) N. 10-28-17 E. 258.32 feet to a new iron pin and (3) N. 12-28-24 E. 1393.46 feet to an old stone, corner of the property of William W. McCorkle as described by deed recorded in Book 1353 at Page 463 of the Mecklenburg Public Registry; thence with McCorkles line two courses as follows: (1) N. 84-50-21 E. 765.67 feet to an iron pin (2) N. 13-57-25 E. 691.74 feet to an iron pin, corner of the property of Richard B. Overcash and wife thence with Overcash's line N. 14-00-33 E. spanning a right of way monument at 460.10 feet a distance of 492.34 feet to a point in or near the centerline of Stumptown Road; thence N. 78-40-36 E. 119.67 feet to a point in Stumptown Road thence N. 83-47-18 E. 842.11 feet to a point in Stumptown Road; thence S. 03-43-17 E. 30.29 feet to an iron pin in the Southerly right of way line of Stumptown Road; thence with the line of the property of Joe T. Trull and wife S. 03-43-17 E. 224.77 feet to an iron pin; thence with another of Trull's lines N. 83-45-18 E. 100.01 feet to an iron pin; thence with the line of Joe M. Veale and wife and others N. 83-37-59 E. 199.92 feet to an iron pin; thence N. 83-42-38 E. 60.08 feet to an iron pin; thence with the line of Joe M. Veale and others and of Rosilee T. Brackett N. 83-40-07 E. 229.0 feet to an iron pin on the Westerly line of Charles C. Carpenter, Jr.; thence N. 04-07-14 E. 275.70 feet to an iron pin; thence S. 04-08-57 E. 724.38 feet to a iron pin; thence S. 04-13 E. 59.98 feet to an iron pin; thence S. 04-13-42 E. 244.59 feet to an iron pin; thence S. 04-07-27 E. 500.29 feet to an iron pin; thence S. 04-09-21 E. 575.06 feet to an iron pin; thence S. 03-39-57 W. 126.20 feet to an iron pin, corner of Lonnie Hager and wife thence with Lonnie Hager's

line and the line of Irvin R. Magee S. 81-32-20 W. 540.0 feet to a new iron pin in the Easterly right of way line of Providence Lane thence with said right of way line of Providence Lane N. 09-26-29 E. 659.48 feet to an existing iron pin at the northerly terminus of Providence Lane thence N. 30-32-03 W. 152.75 feet to an iron pin located at the Southeasterly corner of Lot 11 in Block A of Ashton Acres thence with the Easterly line of Block A of Ashton Acres N. 18-15-00 E. 339.98 feet to an iron pin; thence continuing with said Easterly line of Block A of Ashton Acres N. 04-08-53 W. 500.42 feet to an iron pin located at the Northeast corner of Lot 6 in Block A of Ashton Acres thence with the Northerly line of said Lot 6 S. 85-51-50 W. 154.99 feet to an iron pin in the easterly right of way line of Oakhill Road; thence S. 85-50-13 W. 60.0 feet to an iron pin in the Westerly right of way line of Oakhill Road, the point and place of BEGINNING, containing 121.62 acres all as shown on survey for JRS Enterprises, Inc. dated August 6, 1986 prepared by Robert E. Rembert, N.C.R.L.S. last updated in November 20, 1986.

FOR
REGISTRATION
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

JUN 26 11 45 AM '87

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

COPY

THIS SUPPLEMENTARY DECLARATION made on this 10th day of June, 1987, by
JRS ENTERPRISES, INC. a corporation, hereinafter referred to
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on map of SHEPHERDS VINEYARD, Phase I, Map 2 and Phase I, Map 3 which maps are recorded in Map Book 21 at Page 838; and Map Book 21 at Page 839, respectively of the Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants, Conditions, and Restrictions upon SHEPHERDS VINEYARD, Phase I, Map 1, which map appears of record in Map Book 21 at Page 787 of the Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions, and Restrictions is recorded in Book 5468 at Page 754 of the Mecklenburg Public Registry and provides therein Article II, Section 2, that ". . . additional land within the area described in the metes and bounds description . . . as SCHEDULE A . . . may be annexed to the existing property by Declarant . . ."; and

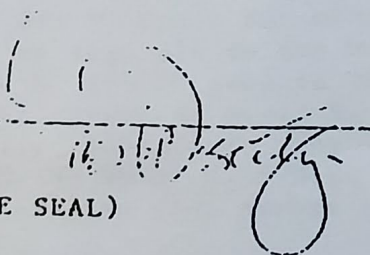
WHEREAS, the Declarant desires to incorporate the aforesaid SHEPHERDS VINEYARD, Phase I, Map 2 and Phase I, Map 3 as the same is shown on maps thereon recorded in Map Book 21 at Page 838 and Map Book 21 at Page 839 of the Mecklenburg Public Registry within the Properties subject to the aforesaid Declaration of Covenants, Conditions, and Restrictions; and

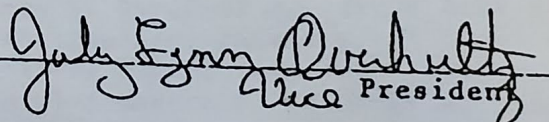
NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions, and Restrictions, Declarant does hereby annex SHEPHERDS VINEYARD, Phase I, Map 2 and Phase I, Map 3 as shown on the aforesaid maps to the Properties which are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 5468 at Page 754, in the Mecklenburg Public Registry, to the end that SHEPHERDS VINEYARD, Phase I, Map 2 and Phase I, Map 3 as aforesaid, shall be within the scheme of said Declaration and to the further end that all present and future owners of all Lots shown on the maps recorded in Map Book 21 at Page 838 and Map Book 21 at Page 839, in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned JRS ENTERPRISES, INC. has caused this instrument to be executed in its corporate name and its corporate seal affixed hereto by authority of its Board of Directors, the day and year first above written.

ATTEST:

JRS ENTERPRISES, INC.


(CORPORATE SEAL)

By: 
Vice President

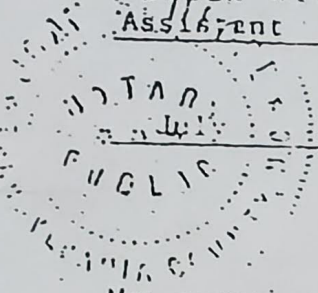
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 10th day of June, 1987, personally came before me

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
Transylvania

I, Joan Shuford, a Notary Public of
said county and state, hereby certify that Sara H. Haymond
personally appeared before me and acknowledged that she is the
Assistant Secretary of FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHARLOTTE, a North Carolina corporation, and that
by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its name by its President,
sealed with its corporate seal and attested by her as its
Assistant Secretary.



Witness my hand and notarial seal this 18 day of
July, 1985.

Joan B. Shuford
Notary Public

My commission expires: 4/28/88

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Nancy W. Sanders, a Notary Public of
said county and state, hereby certify that ROBERT E. PERRY, JR.
personally appeared before me this day and acknowledged the
execution of the foregoing instrument. Witness my hand and
notarial seal this 22 day of July, 1986.

Nancy W. Sanders
Notary Public

My commission expires: 1-28-87

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Barbara L. Gardner, a Notary Public of
said county and state, hereby certify that RICHARD W. WILSON
personally appeared before me this day and acknowledged the
execution of the foregoing instrument. Witness my hand and
notarial seal this 22 day of July, 1986.

Barbara L. Gardner
Notary Public

My commission expires: 8-7-87

State of North Carolina, County of Mecklenburg
Notaries Public for said County and
Agatha L. Gardner, Nancy W. Sanders,
Barbara B. Bogan, Notaries Public for said County and
Joan B. Shuford, Notaries Public for said County and State of North Carolina

