



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

When you close on your home you are not only buying your individual property, but you are also becoming part of the Deerfield Creek community. This community has a Declaration of Covenants, Conditions and Restrictions that are duly recorded in the county and must be fully understood and adhered to. These Covenants are binding on the original homeowners as well as subsequent homeowners. They are designed to cover every home in the community so that certain standards will be maintained in order to enhance the community's overall environment and protect property values. **THESE RESTRICTIONS ARE ENFORCEABLE BY LAW BY A HOMEOWNER'S ASSOCIATION OR ANY INDIVIDUAL RESIDING IN YOUR COMMUNITY.**

These covenants, conditions and restrictions may cover a variety of neighborhood issues such as

- Any modification to your home, including additions
- 2 Antenna, dog houses, drives, fences, landscaping, and signs
- 3 Storage of boats, trailers, cars and other items
- 4 Removal of trees
- 5 Maintenance of the exterior of your house and yard
- 6 Swimming pools and amenity area
- 7 Other activities that may be considered obnoxious by your neighbors

These restrictions and requirements are sometimes more stringent than city or county requirements and may be enforceable in your neighborhood. Additional procedures may need to be followed even if you plan only minor alterations to your house or yard. **THEREFORE, IT IS IMPORTANT THAT YOU READ THE COVENANTS, CONDITIONS AND RESTRICTIONS PRIOR TO CONTEMPLATING ANY CHANGES TO YOUR PROPERTY.**

The covenants, conditions and restrictions also provide for establishment of an Architectural Control Committee. This committee reviews applications for changes to properties within the community. Again, you should carefully read the Declaration of Covenants, Conditions and Restrictions to understand the restrictions on your home and property.

This neighborhood also has a **HOMEOWNER'S ASSOCIATION** in addition to the Declarations of Covenants, Conditions, and Restrictions. This nonprofit corporation was formed to administer and enforce the Declaration of Covenants, Conditions, and Restrictions. Deerfield Creek Homeowner's Association would be responsible for maintaining common areas, managing recreational amenities, collecting homeowner dues, administering architectural control, and all other aspects of the Declarations of Covenants, Conditions, and Restrictions. Dues are payable annually and if payment is delinquent the homeowner's association may enforce a lien against your home and land. It is imperative that you know and understand your obligations to your homeowner's association.

PLEASE READ ALL DOCUMENTS PERTAINING TO THE HOMEOWNER'S ASSOCIATION VERY CAREFULLY.

OTHER TYPES OF ENCUMBRANCE

Zoning and planning regulations may also govern what you can do on your property. Most cities and counties have setback requirements that do not permit building within certain distances of your property line. These setback requirements may vary depending upon your property and in some cases may also be restricted by the Deerfield Creek Declarations of Covenants, Conditions, and Restrictions. Building setback requirements help enhance the appearance of your community by preventing crowding of buildings too close to the street, side, and rear property lines.

Zoning laws may also restrict what you can build on your property in the future. You must check with the local planning department to determine which setback and zoning requirements impact your lot.

*DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTONS
OF*



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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEERFIELD CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEERFIELD CREEK SUBDIVISION made this 30th day of July, 1997, by Hampshire Homes, Inc., a North Carolina corporation, hereinafter referred to as "Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Mecklenburg County, North Carolina, the portions of the First Phase of which are more particularly described by plats thereof recorded in Map Book 28, Pages 223 to which reference is hereby made for more complete descriptions;

WHEREAS, Declarant has agreed to establish a general plan of 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,

WHEREAS, Declarant intends to subject to Declaration additional properties now owned or hereafter acquired for the purpose of extending the general scheme of development to such additional property and accordingly declares that Deerfield Creek subdivision is an expandable subdivision; and

WHEREAS, Declarant desires to provide for the preservation of the values of the Property hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said plat and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold and conveyed subject to the following easements restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Deerfield Creek subdivision as it now exists and is hereafter expanded and which shall run with said real property and be binding on all parties having any right, title or interest in the properties now or hereafter subjected to this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Deerfield Creek Homeowners Association, Inc., a not for profit North Carolina corporation, its successors and assigns.

Section 2. "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 the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of any obligation, provided, however, the Declarant shall not be deemed an Owner.

Section 3. "Property" shall mean and refer to that certain property shown on a plat recorded in Map Book 28 at Page 223 in the Office of the Mecklenburg County Register of Deeds, and shall also mean and refer to such revisions thereto and additional property in Mecklenburg and Union Counties as may hereafter be added from time to time by Declarant by one or more subsequently recorded

Supplemental Declarations which additional phase or phases shall become a part of the subdivision at the time of recording of each Supplemental Declaration. The terms "Property" and "Subdivision" are interchangeable.

Section 4. "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

Section 5. "Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

Section 6. "Declarant" shall mean and refer to Hampshire Homes Inc., a North Carolina corporation, and its successors or assigns, if such successors or assigns should acquire any of the Declarant's property for the purpose of development, and if the obligations of the Declarant as to such property are expressly assumed by such successors or assigns.

Section 7. "Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members, including without limitation all median strips, cul-de-sac centers, planting areas and recreational areas and all entry way, directional and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant and the Owners, including without limitation such Common Property as may be shown on the recorded plats of the property.

Section 8. "Committee" shall mean the Architectural Control Committee established by the Declarant for the purpose of administering architectural control as provided in Article V of this Declaration.

ARTICLE II RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the property, to be used in common with others, for the purpose of providing access to Lots owned or dwelling units owned by the owner for himself, his family, agents, licensees and invitees, subject to the provisions of this Declaration.

Section 2. Annual Assessments.

(a) The Association shall have the right to establish an annual assessment to be paid by each owner to be used to pay the operating and administrative expenses of the Association, including without limitation, the maintenance, upkeep and repair of all Common Property, and the salaries, administrative office and other expenses necessary or useful to maintain and operate the Association, it being understood (by way of example and without limitation) that the assessment funds shall be usable for such matters concerning Common Property as the following: seeding and re-seeding road rights-of way and Common Areas; erosion control; repairing of road shoulders; surfacing, patching and resurfacing of road pavement; (until roads are publicly maintained); placement of gravel; and planting and maintenance of shrubs, trees and seasonal flowers; and operation and maintenance of clubhouse and swimming pool.

(b) Commencing January 1, 1997, the annual assessment shall be \$595.00 per each lot payable by the Owner thereof, which annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the Association.

(c) The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten (10%) percent in excess of the annual

assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten (10%) percent.

(d) Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year

Section 3. Special Assessments

(a) In addition to the annual assessment referred to above, a one-time special assessment of \$200.00 shall be payable to the Association for every lot purchased from the Declarant whether by deed or by land sales contract, such assessment to be due and payable upon the sale and closing of a newly constructed home. This assessment shall be used, in part, to defray the costs of the Architectural review as provided for by Article V hereof.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way or other Common Property. In the event that the Owner responsible for such charge or liability, as foresaid, fails and refuses, after demand by the Association to pay said charge or liability, then the Association shall have a lien against his Lot thereon and may enforce collection of the charge or liability, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any Lot has become unsightly due to grass or weeds being left unmowed, or due to debris of any nature having accumulated on the Lot, then the Association shall have the right from time to time to enter the said lot, for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a Lot for said purpose, the Association shall advise the Owner by letter, sent to his last-known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period.

(d) The Association shall have the right, in its sole discretion, to pay from the above-described assessments, such costs as are reasonably necessary to allow it to cut the grass, weeds and underbrush and to remove debris and to charge the Owner of the Lot with the actual cost of the Association of such cutting and/or removal. In the event that such Owner fails or refuses, after demand by the Association, to pay such cost, then the Association shall have a lien against said Lot for such cost and may enforce collection of said cost, together with reasonable attorney's fees by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid cost and said associated collection expenses shall be a charge against said lot. Additionally, use of the Association's club facilities (pool, tennis courts, etc) shall be prohibited until such outstanding expenses are paid.

Section 4. Duty to Make Repairs. Until accepted for maintenance by governmental authority, the obligation for the repairs and maintenance of the roads as shown on the aforesaid plat or any other Common Property shall be the responsibility of the Association, with the Owner of each Lot, except as provided herein being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each Lot.

The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the Board of Directors of the Association. By such vote, the Board may delegate such authority to any committee of the Board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Notwithstanding the foregoing, each owner of a Lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owners, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 5. Interest on Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

Section 6. Lien For Unpaid Assessments. In the event that the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said Lot and may enforce collection of said assessment, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessment shall be a charge against the said Lot. Additionally, use of the Association's club facilities (pool, tennis court, etc.) shall be prohibited until such outstanding expenses are paid.

Section 7. Other Association Programs and Benefits. Additionally, the Association shall provide such other programs and benefits for the Owners approved by a majority vote of a quorum of each class of members present in person or by proxy at meeting duly called for such purpose at which a quorum was present and acting throughout.

The Declarant and builders shall have no obligation for any assessment or other costs or expenses with regard to any Lot owned by it or with respect to assessments accrued as to any Lots to which Declarant or builders obtain title, either due to purchase, breach of sales contracts, deeds in lieu of foreclosure or by foreclosure.

**ARTICLE III
MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS**

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. As Declarant develops additional phases in Deerfield Creek, the owners of those Lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting. The Association shall have two (2) classes of membership:

Class A

Class A members shall be all Lot Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one (1) person owns an interest in a Lot all such persons shall be members but the vote for such Lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any Lot.

(a) Class B members shall be entitled to vote ten (10) votes for each Lot owned. Class B membership shall consist of the Declarant, until the happening of either of the following events, whichever occurs earlier:

All of the Lots in the Subdivision are sold by the Declarant to other parties; or

2. At such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earlier of either of the two above-described events, Class B membership (described hereinafter) shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors There shall be five (5) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) directors. So long as the Declarant, or its successors or assigns, is the Class B member, it shall select the Board, provided it must select (2) of the members from the Lot Owners other than the Declarant.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his Lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent during which period of time the Declarant will succeed to the voting rights of said contract buyer.

ARTICLE IV CONVEYANCE OF COMMON PROPERTY

Declarant by deed will convey its right, title and interest in Common Property within the Subdivision to the Association. Declarant may at its discretion convey any interest it may have in road rights of way to the Association.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Except within the building site, the cutting down of any tree having a diameter of six (6) inches or more or any flowering tree more than thirty-six (36) inches high is prohibited except upon written permission by the Declarant. No building, fence, wall, outbuilding or any other accessory feature to the dwelling or any other structure upon any Lot shall be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, until the Complete Construction Plans (the "Plans") are approved, in writing, by the Committee or its designated agent. The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials and the proposed landscaping plan.

The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure and all accessory buildings, structures and improvements on the lot, the size and plan of the garage, location and manner of construction of each

driveway, swimming pool, utility building, patio, tennis court and other improvements for athletic, recreational or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures and the location and type of any shrubbery and other plantings.

The Committee or its designated agent shall have 15 days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 15 days, the Lot Owner or his builder shall notify the Committee c/o the managing general partner of the Declarant by certified mail at address for such notices set forth in the current edition of the Architectural Guidelines for the Subdivision that no response has been made to the plans submission and that the Committee has 15 days left to make such response or the plans will be automatically approved as submitted.

Thereafter, if no approval is given within 15 days after such notice is given the Committee, the Plans shall be deemed to be approved as submitted. After the Plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as approval by the Declarant or the committee or its designated agent of the structural stability, design or quality of any building or other improvement. The architectural control approval as provided herein shall remain in the Declarant, or its successors and assigns. The Declarant shall appoint all members of the Committee until such time as the principal use has been established and a certificate of occupancy granted for the house constructed on each Lot in the Subdivision. Thereafter the right of approval set forth herein shall be vested in a committee composed of three (3) persons who shall be elected by a majority vote, at a meeting of the Association called for such purpose.

All structures and improvements must be built to substantially comply with the plans and specifications as approved by the Declarant, and before any dwelling may be occupied, the same must be structurally completed and the exterior must be finished in accordance with the plans and specifications.

Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 2. The driveways, walkways, landscaping and the exterior of all houses and other structures must be completed within one year after the construction of same has commenced except where such completion is impossible or would result in great hardship to the Owner or builder due to causes beyond their reasonable control as determined by the Committee or its designated agent.

**ARTICLE VI
DECLARANT'S RIGHTS OF FIRST REFUSAL
AND OPTIONS TO PURCHASE**

Section 1. Any owner who desires to sell any lot or lots, either improved or unimproved, shall first offer the same for sale to the Declarant at the same price and on the same terms at which the highest bona fide offer has been made to the owner therefor. However, if the Declarant does not within ten (10) days, exercise his right of first refusal or cannot comply with the terms required by the owner for the sale of said lot or lots, the Declarant's right of first refusal is nullified.

Before any unimproved Lot may be sold to any person, firm or corporation other than the Declarant or its successors, the Owner or Owners of such Lot shall offer first in writing, to sell the Lot to

the Declarant or its successors at a price equal to the contract purchase price to such Owner (excluding all finance charges related to the purchase) which contract price shall be increased by 5% simple interest per year from the closing date of the purchase to the date the written offer is made to the Declarant or its successors less the costs of removing all liens and encumbrances and customary Seller's closing costs. If the Declarant or its successor does not accept or reject in writing said offer to sale within thirty (30) days from the date of receipt of same, then the Owner or Owners of such Lot shall have the right to sell the same without any further additional obligation to offer the same to the Declarant.

Section 2. The Declarant may approve the purchase of adjoining lots (whether contemporaneous with or subsequent to the purchase of the original or principal lot) for the purpose of creating a site for one residential dwelling. Such transaction shall be deemed conveyance of a single lot and building restrictions shall apply accordingly. In the event that the purchaser of any lot shall fail to commence construction of any approved residential dwelling (without the Declarant's prior written approval) within 36 months of the date the purchaser of any lot acquired legal or equitable title, then and in such event, the Declarant, his successors or assigns, shall have the right and option (exercisable at any time within 5 years after the expiration of said 36 months upon 30 days prior written notice to the purchase of such lot) to purchase said lot at the original purchase price paid by the purchaser increased by 5 percent simple interest per year from the purchaser's closing date on such lot to the date on which the Declarant exercises this option, less the cost of removing any and all liens and encumbrances on the lot and all customary seller's closing costs.

ARTICLE VII GENERAL RESTRICTIONS

Declarant does 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.

1. Each lot shall be used for residential purposes only. No building other than one single-family dwelling and a garage may be erected on any lot, except where the plans for the house call for an unattached kitchen, and no such single-family dwelling may be occupied at any one time by more than one family on a permanent or semi-permanent basis. However, a garden or potting shed may be erected on lots containing 2 acres or more upon approval by the Declarant pursuant to Article V. Neither shall any garage be constructed, added to, altered or modified so as to accommodate as a dwelling any person or persons other than dependents of the owner or servants in the employ of the owner, nor shall such garage be used as a dwelling by such other persons. However, dependents of the owner or servants in the employ of the owner may occupy the residence building or quarters in a garage, and occupancy by such dependents or servants shall not be deemed to violate the covenants contained in this paragraph.

2. Residence in the subdivision shall contain a minimum of 2500 square feet of enclosed and heated living areas, but minor deficiencies (not exceeding 5%) in complying with such requirement may be consented to by the Declarant in passing upon the design of such residence pursuant to the provisions of Article V.

3. Garages shall have only rear or side car entrance in relation to the "front line" of the Dwelling Unit or Lot on which is same is located. All driveways shall be constructed of either concrete or asphalt or other decorative type of material approved by the Committee.

4. All homes shall have masonry front elevations (including but not limited to stucco, brick and stone).

5. More than one (1) Lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more Lots by (or with the written consent of) Declarant, or its successors or assigns, and in such

event the building line requirements prescribed herein shall apply to such Lots, as combined. No Lot may be subdivided by sale or otherwise, except Declarant, its successors and assigns, reserves the right to subdivide any Lot which it owns. Upon combination or subdivision of Lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such Lot as combined or subdivided.

No lot may be subdivided by sale or otherwise so as to reduce the total area or the frontage except by and with the written consent of the Declarant, his heirs or assigns

6. No structure shall be built or established within less than 30 feet from the road or street upon which the property fronts, including any roads or streets which may be established within the subject property subsequent to the execution of this instrument. The sum of the distances between the residence constructed on any lot and the two side lot lines for such lot must total at least 50 feet and no structure shall, in any event, be constructed less than 15 feet from the side lot line; and each lot must have a minimum width of 110 feet at the front building line and a minimum length or depth of 130 feet.

7. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a Lot and remodeling or converting the same into a dwelling unit in this subdivision excepting however Declarant's and builders' mobile offices provided for hereinbelow. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.

8. All owners of lots herein described shall immediately cut down any dead or dying trees on any lot or lots owned by them when it is known that said trees are dying, and when so cut down, shall be removed, together with all debris, and no part thereof shall be left on the property covered by this agreement. Stumps of pine trees so cut down are to be burned or painted.

9. No unconcealed lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for construction to completion of the improvement in which the same is to be used.

10. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The sale of any items including vehicles or household furniture or the conducting of garage sales or similar activities is prohibited.

11. There shall not be street parking anywhere in the community between the hours of 2:00 a.m. and 6:00 a.m.

12. No animals or poultry or any kind other than household pets shall be kept or maintained on any lot

The care or breeding of animals for commercial purposes is prohibited.

13. Declarant and builders shall be permitted to erect one or more mobile offices or houses on any Lots that it owns for purpose of maintaining sales information centers and construction coordination offices.

14. Water and sewage disposal shall be by community systems. The costs of tap fees and monthly service shall be borne by the Owner of each Lot. Wells may only be drilled for non-household purposes and heating and cooling systems. No well can be located on any lot without the approval of the Committee.

No privies or outside toilet facilities shall be constructed or maintained on any lot without prior written approval of the Agent. Any individual sewerage disposal system ("Septic tank") shall be of a type approved or recommended by the State and local Departments of Health and shall be maintained by each owner at all times in the proper sanitary condition in accordance with applicable State and County sanitation laws.

No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

15. Except for stump burial pits located with the prior approval of the Committee, no portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, garbage cans, refuse or storage piles placed on a lot shall be walled in to conceal same from the view of neighboring lots, roads or streets.

16. Easements five (5) feet in width along the Lot lines of all Lots are reserved for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions.

The Declarant reserves an easement in and the right is retained in the future to grant a five foot right-of-way over, under and along the front, rear and side lot lines of each lot for the installation and maintenance of equipment necessary to or useful for furnishing electric power, gas, telephone service and other utilities to the lots. Utility equipment shall be underground from the existing power line which runs along Tilley Morris Road.

An easement of fifteen (15) feet in width is reserved along the rear line of all Lots that do not adjoin other Lots or properties within the Subdivision. This easement shall be perpetual in duration and is reserved for the use and benefit of, and hereby granted to, the Association along each right of way margin of Deerfield Creek Drive for the location and maintenance of trees and other landscape plantings, and in this regard the Association is granted free rights of ingress, egress and regress, from time to time, as may be advisable to plant, seed, prune, fertilize, spray and otherwise care for such trees and plantings.

17. The real property described hereinbelow shall hereinafter remain an undisturbed strip of land twenty-five (25) feet in width ("the "Undisturbed Strip"); provided, however, that a portion of the Undisturbed Strip fifteen (15) feet in width as more particularly described hereinbelow (the "Landscaping Strip" may be disturbed by Declarant (his successors and assigns) for landscaping and screening purposes in the sole discretion of the Declarant (his successors and assigns). Any portion of the Undisturbed Strip may be crossed at an angle which is as near as may be practicable to ninety (90) degrees for an easement for the installation and maintenance of equipment for furnishing electric power, gas, telephone service, cable and other utilities as may be deemed necessary by Declarant (his successors and assigns), in the Declarant's sole discretion, provided that any affected area is replanted after such utility installation or maintenance; provided however, that there shall be an easement upon, over and across the Landscaping Strip (without the above angle limitations) for the installation and maintenance of equipment for furnishing electric power, gas, telephone service, cable and other utilities as may be deemed necessary by Declarant (his successors and assigns), in the Declarant's sole discretion, provided that any affected area is replanted after such utility installation or maintenance.

Undisturbed Strip

A strip of land twenty-five (25) feet in width beginning at the southwestern margin of Tilley Morris Road - State Road No. 3345 (60 foot public right-of-way and extending in a westerly direction from and running parallel to the line constituting the western border of property now or owned by Peter D. Snow and wife, Betty S. Snow, which line is more

particularly described as follows: BEGINNING at a point fronting on the southwestern margin of Tilley Morris Road - State Road No. 3345 (60 foot public right-of-way) and being the western border of property now owned by Peter D. Snow and wife, Betty S. Snow (see Deed Book 3620, Page 169 of the Mecklenburg County Public Registry), which point is located South 34-22-09 W 30.19 feet from the center line of Tilley Morris Road. THE POINT OF BEGINNING: thence from THE POINT OF BEGINNING South 34-22-09 W 345 feet to a point (passing through an iron pin after 319.81 feet, which iron pin shall hereinafter be referred to as the "Snow Iron Pin").

The said strip of land twenty-five (25) feet in width shall then extend in a southerly direction from and run parallel with the southern border of the said lands now owned by Peter D. Snow and wife, Betty S. Snow, and that the lands now owned by Scott G. Hughes and wife, Gwendolyn M. Hughes, from that line more particularly described as follows: BEGINNING at the Snow Iron Pin; thence South 62-33-28 E 285.12 feet along the said southern border of Peter D. Snow and wife, Betty S. Snow, to an iron pin; thence South 65-03-49 E 222.94 feet continuing along the said southern border to an iron pin; thence South 72-32-34 E 236.61 feet along the southern border of property now owned by Peter D. Snow and wife, Betty S. Snow, (see Deed Book 3714, Page 944 of the Mecklenburg County Public Registry) to an iron pin; thence South 66-56-15 E 229.41 feet along the southern border property now owned by Scott G. Hughes and wife, Gwendolyn M. Hughes (see Deed Book 6633, Page 805 of the Mecklenburg County Public Registry) to an iron pin.

Landscaping Strip

PROVIDED, HOWEVER, that a strip of land fifteen (15) feet in width beginning at the southwestern margin of Tilley Morris Road and lying ten (10) feet west of the said western border of the lands of Peter D. Snow and wife, Betty S. Snow, may be distributed by Agent (his successors and assigns) for landscaping and screening purposes in the sole discretion of Agent (his successors and assigns), which strip shall be located parallel to the following line: BEGINNING at THE POINT OF BEGINNING, as set forth above for the Undisturbed Strip, which point fronts on the southwestern margin of Tilley Morris Road, thence from THE POINT OF BEGINNING South 34-22-09 W 345 (passing through the Snow Iron Pin after 319.81 feet) to a point.

Reference is made to that Boundary Survey, dated August 21, 1995, Prepared For Paul C. Petrillo, by Graylon W. Pippin, Registered Land Surveyor (L-3219), Job No.: 950730, Pippin Land Surveying, Mooresville, North Carolina.

All lots adjoining the southern boundary line of the real property now owned by Peter D. Snow and wife, Betty S. Snow (see Deed Book 3620, at Page 169 and Book 3714, at Page 944 of the Mecklenburg County Public Registry) and Scott G. Hughes and wife, Gwendolyn M. Hughes (see Deed Book 6633, at Page 805 of the Mecklenburg County Public Registry) shall have minimum rear lot widths of 150 feet.

18. A private swimming pool meeting the requirements of the Board of Health shall be permitted as an accessory use in a rear yard, provided that:

(a) Every private swimming pool shall be constructed or installed below ground and shall be completely enclosed with a permanent substantial fence (with gate) no less than four (4) feet in height above the ground level. No opening in the fence or gate shall be more than four (4) inches in width. The gate shall have self-closing and self-latching devices and shall be securely locked when the pool is not in use.

(b) Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling. A bathhouse may be erected to service the pool area and such provisions shall not be deemed a violation of Article VII, Paragraph 1; however, the provisions of Article V, Section 1 shall be binding on the construction or alteration of a bathhouse.

(c) Installation of any lighting of the pool shall be such that there shall be no glare of direct lighting into adjacent properties.

(d) Swimming pool railings and other devices attached to the pool structure shall not exceed a maximum height above finished ground level of four (4) feet. On exposed sides facing adjacent property owners, the pool shall be shrubbed with evergreens equal in height to the exposed portion of the pool which is over two (2) feet and not enclosed by fencing.

19. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted without Declarant's approval which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts.

20. Wooden, stone fences or walls three (3) feet or less in height and wooden fences at least seventy-five (75%) open and similar in style to split-rail fences that are less than four (4) feet in height may be erected anywhere on the lot. Fences or walls more than four (4) feet or more in height are not permitted, with the exception of common areas and for builders purposes of erosion control. Any fence which is considered to have a face or front side shall be erected so that such face or front side is placed outward from the area being enclosed.

21. Building coverage including structure, decks and pools shall not exceed 25% of the area of the lot.

22. All mailboxes shall be of a uniform type, size, materials, and color approved in advance and designated for use by the Committee.

23. No outside clotheslines shall be permitted. No outside antennae or satellite dishes shall be permitted unless concealed from view from all lots and open space. Design of enclosures must be approved by the Committee.

24. No basketball hoops or other athletic devices or equipment shall be permanently or temporarily installed in the front yard.

25. Unless located within enclosed garages, no house trailer, travel trailer, motor home, slip, boat, raft, float, boat trailer, camper, tent, shed, truck (in excess of a 1 and 1/2 ton pick-up truck) or any other such vehicle, trailer, vessel or temporary structure shall be kept or maintained or located upon any Lot. No vehicles that are disabled or under repair shall be kept upon any Lot unless located within enclosed garages. No commercial vehicles, regardless of size, shall be permitted to be parked overnight other than in garage.

26. No signs of any description shall be displayed upon any Lot without approval of the Committee in advance as to the size, content, color and materials.

27. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the Property that is subjected to the Declaration.

There is hereby reserved without further assent or permit, a general easement to all policemen, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

**ARTICLE VIII
EXPANDING THE SUBDIVISION**

Declarant owns additional property in Mecklenburg County, North Carolina. Declarant's managing joint venturer (or an Affiliate or designee of such Venturer) may acquire all or part of such additional property and may acquire other properties abutting upon the Subdivision as it now exists or it hereinafter expanded. The Declarant and the Managing Venturer contemplate that all or part of such now owned or future acquired properties may be subjected to this Declaration and the covenants herein contained by Declarant or the Managing Venturer or one or more of its Affiliates filing of records one or more plats and one or more Supplemental Declarations showing the additional properties to be held, used, enjoyed, sold and conveyed subject to this Declaration, and for this purpose, Declarant grants unto the Managing Venturer its irrevocable power of attorney to make and file such plats and execute and record such Supplemental Declarations so that the properties owned by the Managing Venturer (or an Affiliate) may be so subjected. "Affiliate" means any person, firm or corporation, directly or indirectly, controlled by, controlling, or under common control with the Managing Venturer. Declarant reserves the right to execute and file additional Supplements and plats with reference to property it now owns or hereafter acquires that it desires to subject to this Declaration.

**ARTICLE IX
AMENDMENT**

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article VIII hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Subdivision or has the right unilaterally to annex additional property to the Subdivision). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant or builders shall be amended without the prior written consent of the Declarant or the affected builder, as applicable, so long as the Declarant or the affected builder, as applicable, owns any property primarily for development and/or sale in the Subdivision or subject to annexation by the Declarant to the Subdivision.

**ARTICLE X
BUDGET DEFICITS**

For so long as the Declarant has the authority to appoint the directors and officers of the Association or until seventy five percent (75%) of the Declarant's lots are sold whichever come first, Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the assessments collected by the Association in any fiscal year. No mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with any loan obtained by the Association to cover budget deficits.

**ARTICLE XI
INSURANCE**

Section 1. General. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association hereunder. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized to do business in North Carolina.
- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgage having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.
- (d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Subdivision is located.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, subjected to nonrenewal, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled, subjected to nonrenewal, or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to other insurance coverage required above, the Board shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgment. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, or the U. S. Department of Housing and Urban Development.

Section 2. Damage and Destruction - Common Property.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used herein, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, Owners representing at least seventy-five percent (75%) of the Lots otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Subdivision by the Association in a neat and attractive condition.

Section 3. Damage and Destruction -- Lots. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction.

Section 4. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

ARTICLE XII CAPTIONS, ENFORCEMENT AND INVALIDATION

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

Section 2. The captions herein are inserted only as a matter of convenience and 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 proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same, if ultimately the unprevailing party, 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 adversely affect the balance of this Declaration, which shall remain in full force and effect.

ARTICLE XIII THIS DECLARATION RUNS WITH THE LAND

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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed in its name by and through its proper corporate officers and with its corporate seal affixed hereto by authority of its Board of Directors, this the 30th day of June, 1997.

HAMPSHIRE HOMES, INC

[Signature]
By: _____
President

ATTEST:
[Signature]
Asst. Secretary

CORPORATE SEAL

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public of the County and State aforesaid, certify that Roger S. Cardinal personally came before me this day and acknowledged that he is Asst. Secretary of Hampshire Homes, Inc., 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 _____ as its Asst. Secretary.

Witness my hand and official seal, this 30th day of June, 1997.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-23-01

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FILE COPY	
FILED FOR REGISTRATION	DOC. # 290
DATE 5/21/98	TIME 2:05
BOOK 9688	PAGE 951
STAMPS —	REC. FEE \$14.
JUDITH A. GILSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
DEERFIELD CREEK.**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEERFIELD CREEK SUBDIVISION (hereinafter referred to as the Amendment) made this the 21st day of May, 1998.

WITNESSETH:

WHEREAS, Hampshire Homes, Inc. (hereinafter referred to as Declarant) did execute that certain Declaration of Covenants, Condition and Restrictions of Deerfield Creek (hereinafter referred to as Restrictions), dated June 30, 1997, recorded in Book 9142 at Page 501-518 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, imposing certain restrictions upon lots located in Deerfield Creek Subdivision Phase I as shown on maps recorded in Map Book 28 at Pages 224 and 225 in the Mecklenburg County, North Carolina Public Registry.

WHEREAS, the Declarant desires to modify the Restrictions as more specifically set forth herein; and

WHEREAS, the Declarant pursuant to Article IX of the Restrictions may unilaterally amend the restrictions under various scenarios including the right to unilaterally amend as long as the amendment "will not materially adversely affect the substantive rights of any lot owners hereunder, nor shall it adversely affect title to any lot". ; and

WHEREAS, the Amendments are minor in nature and are mainly intended to provide more detail and guidance to certain provisions of the Restrictions..

NOW, THEREFORE, the Declarant does hereby modify the Restrictions in the manner and to the extent hereinafter set forth:

1. Article VII Section 12 of the Restrictions (Book 9142, Page 510, Mecklenburg County Public Registry) is deleted in its entirety and the following language substituted therefor:

No animals, except usual household pets, shall be kept on any Lot. The number of animals kept as pets other than fish (i.e., dogs, cats, reptiles) shall not exceed two (2) in any one household. Pets shall be kept only in the Home or with in a fenced area. Residents shall not breed such animals as a hobby or for profit, and are encouraged

to have such animal neutered. No animal shall be permitted off the Lot unless on a leash. Owners will be required to clean up after any pet that relieves itself in any public area.

2. Article VII Section 25 of the Restrictions (Book 9142, Page 513, Mecklenburg County Public Registry) is deleted in its entirety and the following language substituted therefore:

The parking of vehicles in the Subdivision is restricted as follows:

(a) Automobiles- Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages. Automobiles with advertising or logos shall be parked only in garages.

(b) Passenger Vans- Passenger vans not outfitted for recreational purposes and without advertising or logos shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages.

A "passenger van" is a van that weighs less than five thousand (5000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. Non removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a "passenger van". A non-passenger van shall be subject to the same restrictions as a truck rated one-half (1/2) ton or less, as more fully provided in subparagraph (c) below.

(c) Truck and Non-passenger Vans- Trucks rated one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the Subdivision if parked in garages. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than (4) hours. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation, are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence.

(d) Boats, Campers, Trailers- Boats, campers, and trailers shall be permitted to be parked in the Subdivision only if parked in garages.

(e) Travel Trailers, Motor Coaches, Motor Homes, Mobile Homes- Travel trailers, motor coaches, motor homes, mobile homes and any other trailer or vehicle not specifically permitted by sections (f) through (4) above shall not be parked in the Subdivision at any time.

(f) Hardship- In cases of undue hardship, the Subdivision Association may grant a special exception of limited duration to the provisions of this Section upon written request to the Association.

(g) Lawns, Streets- No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

3. Article VII Section 26 of the Restrictions (Book 9142 Page 513, Mecklenburg County Public Registry) is deleted in its entirety and the following language substituted therefore:

All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and Developer's sales signs. No signs may be nailed or attached to Homes or trees or placed in any window or any Home. Sign posts shall be no taller than twenty-four inches (24") measured from ground to bottom of the sign, and signs shall not exceed four (4) square feet without the prior approval of the Association. The Association shall have the right to regulate any signs in the Subdivision and the Association may withhold approval solely on aesthetic grounds.

4. Article XIV is hereby added to the Declaration of Covenants, Conditions and Restriction of Deerfield Creek and is shown as follows:

ARTICLE XIV SUBORDINATION

The lien of the "Association" for annual and special assessments is subordinate to the lien of a first Deed of Trust on any lot covered by these restrictions. Other than as specified and limited herein, that lien of the "Association" for annual and special assessments shall remain in full force and effect.


5. Except as expressly modified hereby, the remaining Restrictions are hereby affirmed and together with the provisions of this Amendment, shall hereafter be covenants running with the land and successive owners thereof shall take said land or lot subject to all provisions of the Restrictions and this Amendment.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed in its name by and through its proper corporate officers and with its corporate seal affixed hereto by authority of its Board of Directors, this the 21st day of May, 1998

HAMPSHIRE HOMES, INC.

BY: 

President

ATTEST:


Asst. Secretary

CORPORATE SEAL

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Notary Public of the County and State aforesaid, certify that Roger S. Cardinal, personally came before me this day and acknowledged that he is Asst. Secretary of Hampshire Homes, Inc., 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 him as its Asst. Secretary.

Witness my hand and notarial seal, this 21st day of May, 1998.



NOTARY PUBLIC

My commission expires 3-26-02