

DECLARATION OF RESTRICTIVE COVENANTS
OF POLO FARMS SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS OF POLO FARMS SUBDIVISION is made of this 29th day of September 1989, by Equestrian Properties Limited Partnership, hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Guilford County, North Carolina, known as POLO FARMS, Phases I and II, more particularly described by plats thereof recorded in the following Plat Books and Pages:

Plat Book 94-pages 9/,93,100-Plat Book 9bpg.115,116,117 the Office of the Register of Deeds for Guilford County, to which recorded plats 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 these Restrictive Covenants and the Declaration of Covenants, Conditions and Restrictions of Polo Farms heretofore recorded in the Office of the Register of Deeds for Guilford County (the "Declaration") for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof;

WHEREAS Declarant desires to provide for the preservation of the values of Polo Farms subdivision made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

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 recorded plats herein above described is made subject to the Declaration and these Restrictive Covenants and 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 Polo Farms subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the

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properties now or hereafter subjected to these Restrictive Covenants and the Declaration or any part thereof, and shall inure to the benefit and burden the property of each owner thereof and their respective heirs, successors and assigns.

GENERAL USE 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.

1. Except as otherwise provided in these Restrictions, the Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the lot, except that Declarant reserves the exclusive right to construct a roadway over any Lot owned by it in order to grant access to other property acquired by Declarant and in such cases, the remainder of any such lot not used for the roadway shall still be subject to this Declaration. All lots fronting on Lake Brandt, as shown by the record maps thereof, shall have a minimum size of 80,000 square feet.

2. Each single family dwelling shall have an enclosed, heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than two thousand eight hundred (2,800) square feet regardless of the number of stories, provided dwellings of more than one story must have at least one thousand six hundred (1,600) square feet of such heated living area on the first floor of the dwelling. All residential dwellings must have a garage or attached carport accommodating at least two vehicles under roof. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Control Committee (the "Committee¹") which Committee is established pursuant to the Declaration.

3. Garages and attached carports shall have only rear or side entrances in relation to the "front building line" of the dwellings on the Lots. All driveways shall be constructed of either concrete or other decorative type of material approved by the Committee.

4. 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 and recombine all Lots that 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,

5. Construction of new residential buildings on 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 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 or, if the Declarant so designates by the Committee. In the event that completion of the dwelling on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling is unlikely within 120 days, the Polo Farms Homeowners Association (the "Association") will be advised of this determination. The Association shall then have the right to give notice to the Owner that the Owner has the obligation, within 30 days to complete the removal of all the construction work in progress, including, without limitation, the foundation and all building improvements and all stored building materials and fill and grade the so that it is restored to its natural grade level, and the Association shall have the right to undertake, this work upon Owner's failure to do so and charge the cost to the Owner and place a lien upon the Lot on Owner's failure to pay these charges.

6. 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. No animals or poultry of any kind may be kept or maintained on any of said Lots, except a reasonable number of dogs and cats and other indoor household pets. Dogs must be leashed off the Owner's Lot. Each Owner must see to it that all of the Owner's dogs are kept on the Owner's property unless leashed. No dogs shall be permitted to roam the Property and the Association may have strays and dogs that are not leashed and are found off their Owner's Lot picked up by governmental authorities. Tethering of not more than two horses upon a Lot during daylight hours shall be permitted upon the Board of Directors of the Association establishing rules and regulations permitting such tethering. The Board of Directors shall license each Owner who desires to use this privilege and the Board of Directors shall have the right to limit or revoke the license, if in its sole judgment the license is abused by any Owner.

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

8. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other Lots and from the Common Property provided that the Developer, prior to the sale of such Lot may use portions of such Lot as a burial pit in accordance with governmental regulation.

9. In addition to the easements that are shown on the recorded plats of the Subdivision, easements ten (10) 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. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all Lots that do not adjoin other Lots or properties within the Subdivision. As between the easements reserved by these restrictive covenants and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect. An easement of 200 feet in width, as measured from the high water mark of Lake Brandt is reserved surrounding Lake Brandt and the portion of such easement area that is located upon Declarant's Property is hereby dedicated to the Polo Farms Homeowners Association (the "Association") as Common Property. This easement area is shown on the record maps of Polo Farms and shall be known as the B nk, "Restrictive Development Easement Area". "Slope Restriction Easement Areas" as shown on the record maps of Polo Farms are hereby reserved and are hereby dedicated to the Association as Common Property. Within the Restrictive Development Easement Area and the Slope Restriction Easement Areas, the activities described below are prohibited and the Declarant, its successors and assigns and Guilford County shall have authority to enforce the following prohibitions:

a. Construction, installation, maintenance and operation of all septic tanks and septic percolation fields;

b. Any and all development of any kind or description;

c. Any and all land-disturbing activities of any kind or description, including without limitation, the building of an structures, all grading, plowing, or other land-disturbing activities, it being the intent of this easement to preserve natural ground cover and natural tree canopy, subject to the following exceptions:

1) Cutting of trees of less than three inches in diameter, measured twelve inches from ground level is permittee;

2) Removal of dead trees and dead shrubs and the cutting and removal of poisonous vines (e.g. poison oak, poison ivy and poison sumac), honeysuckle, kudzu, briars and/or conditions which would contribute to the breeding of insects or be harmful to health are permitted.

3) A riding trail of fifteen (15) in width may cross the Dedicated Flood Plain and Open space Area in an east-west direction north of contour elevation 754, as shown on the subdivision plan.

10. The Declarant hereby dedicates to the Association easements over, under, through and across the detention ponds (the "Ponds") and over, under, through and across an area that is fifteen (15) feet in width surrounding the Ponds, which Ponds are designated as such and shown on one or more of the said record maps. The Association shall have the duty to maintain and repair the Ponds so long as the same are for the use and enjoyment of the lot owners within Polo Farms. The Declarant reserves the right to draw down the Ponds and any other ponds or lakes within Polo Farms and further reserves a temporary construction easement to construct Polo Farms Drive, which easement shall expire the earlier of September 1, 1994 or upon the acceptance of Polo Farms Drive for maintenance by governmental authority. Declarant declares that Guilford County shall have the authority to require the Association to perform its maintenance and repair obligations respecting the Ponds as reasonably determined by the County Department of Planning, Soil Scientist Division. Nothing in this Declaration shall be so construed as to obligate the Declarant or the Association to repair or maintain any of the "retention ponds" that are shown on any of the record maps of Polo Farms.

11. No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee.

12. Unless located within enclosed garages, no boat, boat trailer, house trailer, travel trailer, motor home, tractor trailer trucks or any other such vehicle shall be kept or maintained or located upon any Lot; provided however, the Architectural Control Committee, at its sole discretion, may waive this requirement in any instance when an Owner presents to the Committee plans for permanent screening that the Committee finds aesthetically acceptable for the purpose of permanently

screening the aforesaid vehicle or vehicles from view from all other lots and from the streets that are within view of the lot in question. The Committee shall have no duty to waive such requirement, but in the event it does, the Committee shall have the right to enforce the construction of the screening to conform to the plans that it approves. No vehicles that are disabled or under repair shall be kept upon any Lot unless located within enclosed garages. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence.

13. No signs of any description shall be displayed upon any Lot with the exception of rental or sales signs which must be approved by the Committee in advance as to size, content, color and materials. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee.

14. 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 these Restrictions. The property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions for Polo Farms Subdivision recorded in the Office of the Register of Deeds for Guilford County in Book 3765, page 0708, which Declaration is incorporated herein by reference.

15. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

16. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

17. Each Owner shall locate the well drilled on such Owner's Lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for Owner's Lot and all Lots adjoining such Owner's Lot.

18. Notwithstanding anything to the contrary in the said Declaration or these Restrictive Covenants, the Common Property, including without limitation, the Polo Field and the recreational areas shown on the said recorded plat in Plat Book S4 at page 100, are not subject to the general use restrictions set out herein with the exception of the provisions hereof pertaining to

the Restrictive Development Easement Areas and the Slope Restriction Easement Areas.

THIS DECLARATION RUNS WITH THE LAND

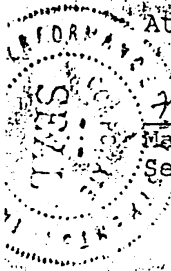
These covenants and the Declaration of Covenants, Conditions and Restrictions for Polo Farms Subdivision compose the general plan of development for the property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described 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 seventy-five (75%) percent majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this 29th day of September, 1989.

EQUESTRIAN PROPERTIES LIMITED
PARTNERSHIP (SEAL)

[AFFIX CORPORATE SEAL]

Attest:



Martha Flackenstein
Martha Flackenstein,
Secretary

BY: PERFORMANCE INVESTMENTS, INC.,
General Partner

BY: [Signature]
William G. Allen Jr.,
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that William G. Allen, Jr, personally came before me this day and acknowledged that he is the Vice President of PERFORMANCE INVESTMENTS, INC., a North Carolina corporation, that the said corporation is the general partner of EQUESTRIAN PROPERTIES LIMITED PARTNERSHIP, and that by authority duly given and as the act and deed of the said corporation in its capacity as the general partner of EQUESTRIAN PROPERTIES LIMITED PARTNERSHIP, the foregoing instrument was signed in its name by him as its Vice President, sealed with its corporate seal and attested by Martha Fleckentstein as its Secretary.

Witness my hand and official seal, this 24th day of September, 1989.

Maria Johnston
Notary Public

My Commission Expires: 4/3/93



1 MISCELLANEOUS DOCUMENT	412262	5.00
7 MISC DOCUMENTS ADDN PG(S)		14.00
1 PROBATE FEE		1.00

412262

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC
Oct 9 10 45 AM '89

North Carolina - Guilford County

The certificate(s) of

Maria Johnston

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.
KAY F. PATSEAVOURAS, REGISTER OF DEEDS

Marcelle Dow
ASSISTANT/DEPUTY REGISTER OF DEEDS