

Drawn by and Mail to: Parham, Helms, Harris, Blythe & Morton
6310 Fairview Road, Suite 200
Charlotte, NC 28210 (Box 22)

RESTRICTIVE COVENANTS

CANFORD COMMONS AT CAMBRIDGE

THIS Declaration of Covenants, Conditions, and Restrictions is made this 26th day of March, 1999, by and between BEAZER HOMES CORP., a Tenn corporation, having a principal place of business in Mecklenburg County, North Carolina, (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on maps of CANFORD COMMONS AT CAMBRIDGE, which maps are recorded in Map Book 30, Pages 789 in the Mecklenburg County Public Registry, which property is more particularly described in Article I hereof, and desires to create thereon an exclusive residential community named CANFORD COMMONS AT CAMBRIDGE; 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, desires to subject the real property shown upon the aforesaid maps, together with such additions as may hereafter be made thereto, 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; and

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of CANFORD COMMONS AT CAMBRIDGE is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens 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

PROPERTY SUBJECT TO THIS DECLARATION

The property which is hereby made subject to this Declaration is more particularly described as follows:

BEING all of the property shown on maps of CANFORD COMMONS AT

10-44

CAMBRIDGE recorded in Map Book 30 at Pages 789 of the Mecklenburg County Public Registry.

Only the real property shown on the aforesaid recorded maps of CANFORD COMMONS AT CAMBRIDGE is hereby made subject to this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

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 replacement of reflective or other material in the windows of a Homeowner's residence 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 a 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 the Declarant or by the Board of Directors of CANFORD COMMONS AT CAMBRIDGE Homeowners Association, once the Declarant assigns to it the right of appointment hereunder. 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 or the Common Area. 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.

ARTICLE III

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 (2½) stories in height and a private garage for each residence for not more than two (2) cars and other accessory structures customarily incidental to use of the plot.

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

Ordinance or any other applicable zoning ordinance.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements 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 finished heated area of less than 900 square feet.

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. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

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 Saturday (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 Residences. 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. Radio and Television Antennas. No radio or television transmission or reception towers, antennas, dishes, or disks shall be erected on any lot, except that dishes, less than one (1) meter in diameter are allowed.

Section 10. Swimming Pools. No above-ground swimming pool shall be placed on any lot.

Section 11. 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 12. Easements. A perpetual easement is reserved by Declarant over the rear ten (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 five (5) feet and rear ten (10) feet of each lot for public storm drain and/or as shown on recorded map.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, 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, 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 percent (75%) of the Lots. Any amendment must be properly recorded.

Section 4. Additional Property. Additional property shown on any map of CANFORD COMMONS AT CAMBRIDGE may be subjected to this Declaration by Declarant without the consent of any other Lot Owner or Owners within six (6) years after the date of this instrument by filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions.

Section 5. 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, amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, BEAZER HOMES CORP., Declarant, has caused this Declaration to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

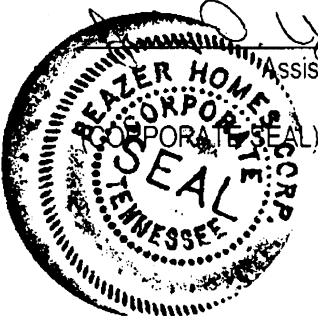
BEAZER HOMES CORP.

By: _____

Vice President

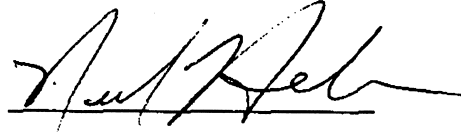
ATTEST:

[Signature]
Assistant Secretary



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 26th day of March, 1999, personally came before me Scott Thorson, who, being by me duly sworn, says that he is the Vice President of BEAZER HOMES CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said "Vice President acknowledged the said writing to be the act and deed of said corporation.



Notary Public

My Comm. Expires: 10-13-99

(NOTARY SEAL)

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