



Steelechase Homeowner s Association, Inc.

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

DECLARATION OF RESTRICTIONS

DECLARATION OF RESTRICTIONS, made April 9th, 1998 combined with "Clarified **DECLARATION OF RESTRICTIONS**".

The combined DECLARATION OF RESTRICTIONS shall be enforced as originally issued and legally established in the By-Laws.

NOW, THEREFORE, in consideration of the premises, the Developer for itself, its successors and assigns, hereby agrees with any and all persons, firms, or corporations acquiring any Lots in the Development that the same shall be, and are hereby, subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof:

1. LAND USE AND BUILDING TYPE

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 one detached single family dwelling, or exceed two and one-half (2 ½) stories in height, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the plot. Land use is restricted to residential only lots and buildings.

2. BUILDING SETBACKS

No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such a corner shall face the front line lot. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by Charlotte Mecklenburg zoning ordinances. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure: provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plot or reserved herein or upon any other lot.

3. FENCES

No fence or wall shall be erected on any building plot closer to any street right-of-way than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split rail fencing to contain children and animals within the yard. Fencing not to be erected to protrude in front of the home. Fencing to be erected only on the side and rear.

4. LOT AREA AND WIDTH

No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or width of less than the width permitted by Charlotte Mecklenburg zoning ordinances.

5. TEMPORARY STRUCTURES AND OFFSTREET PARKING

No residence of a temporary nature shall be erected or allowed to remain on any lot. No trailer, basement, shack, tent, garage, barn or any other building of similar nature shall be used as a residence on any lot either temporarily or permanently. No mobile homes or trailers on or off wheels. No vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot. No boats or boat trailers are to be parked within the front setback area of the home or on the street. (From the front of the home to the street). No inoperative or abandoned vehicle to be stored or parked anywhere on any of the properties in Steelechase. A parking pad must be supplied (cement, asphalt, or stone) for any operative vehicle that is not contained in the driveway. No parking on any grass area. No truck tractors, or box truck parking permitted. Operable pick-up and van parking is permitted. No automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any lot or street. This paragraph does not preclude any overflow parking within the street right-of-way for guest or other reasonable purpose provided that no inconvenience is imposed on the owners of other lots within this subdivision.

6. **NUISANCES**

No unwholesome or offensive trade or activity shall be carried on upon any lot nor shall anything that may become an annoyance or nuisance to the neighborhood. No trade or business activity that may cause inconveniences to owners and necessitates frequent and regular trade activity for services or products in and out of the home is permitted. This does not preclude having a home office where services or products are being sold or being provided to your clients/customers outside of your home area.

No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that of dogs, cats or other household pets. It is permitted as long as they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three (3) in number. The exception is for newborn offspring of the household pet and such pets are not to exceed nine (9) months in age after birth in dwelling. Unless the total household pet count does not exceed three (3). No savage or dangerous animals shall be kept or maintained on any lot or in any dwelling.

7. **DWELLING SIZE**

The minimal heated square footage of a dwelling may not be less than 1,000 square feet of heated area. Developer has the right to vary the minimum house size by 10%.

8. **OUTBUILDINGS AND POOLS**

Storage sheds in the rear yard must be of a material to match your home and the color of your home. No above ground swimming pools are permitted. Inflatable rubber pools that can be deflated are permissible. The inflatable rubber pool cannot remain in inflated year round. Any pool accessory building must be no larger than 6' x 8' and shall be of a material to harmonize with your home and color of your home. No above ground pool structures are permitted to be erected on any lot.

9. **EASEMENTS**

Easements for installation, maintenance and repair of utilities, cable television (CATV) and drainage facilities are reserved as shown on the recorded map and in the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lots or lots for street drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

10. **SIGNS**

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during construction and sales period, either onsite or at entry. A garage sale sign of one (1) square foot is permissible and may be displayed one (1) day prior to the sale and taken down as soon as the sale has ended.

11. **UNINTENTIONAL VIOLATIONS**

In the event of unintentional violation of any of the building line restrictions set forth herein. The developer reserves the right, by and with mutual written consent of the owner of owners for time being of such a lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the City of Charlotte or Mecklenburg County.

12. **SATELLITE DISHES OR DISC**

No free standing or roof-attached radio or television transmission or reception towers, antennas, or disc shall be allowed on a lot, except that one dish or disc not exceeding four (4) feet in diameter and not visible from the street in front of the residence; shall be allowed to be attached to the roof structure by the cable television company temporarily until cablevision is available to the lot. The Satellite dish must be supplied by the cable company that will service the subdivision.

13. **MAINTENANCE OF LOT**

Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or part for storage of rubbish of any kind whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside of an enclosed structure: provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Grass must be kept at a level of approximately four (4) inches or less. Reaching a level of six (6) inches is excessive. This includes the front, side and rear of your home.

14. ENFORCEMENT

Enforcement shall be as follows shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and either to restrain violation or to recover damages. The notification of violation will be as follows:

- 1) A warning letter (notification of violation) will be mailed and/or posted. Owner will have time to comply/cure the violation.
- 2) Failure to comply/cure will result in an issuance of an initial fine.
- 3) Continued failure to comply/cure will result in an additional fine and fees. In the event the owner fails to comply Steelechase Homeowners Association may cure and the owner will be held responsible for the cost in addition to all fines and fees.
- 4) This may cause an owner to incur fines by not only Steelechase Homeowners Association but, in some cases the City of Charlotte, Mecklenburg County or any other governmental agency.

The ultimate cost for failure to comply/cure will be a lien placed on the property which will add additional fees to fines issued.

15. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. TERM & AMENDMENT

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than eighty (80) % of the lots.

The purpose of these restrictions is to enhance the properties and community. Asking homeowners to adhere to the restrictions is not intended to harass. Our goal as originally issued and established by the developers of Steelechase as legally established in the by-laws. Steelechase Homeowners Association will enforce the aforementioned restrictions.

ORIGINAL SEAL BY: ROBERT C. RHEIN INTEREST, INC.

COMBINED RESTRICTIONS BY: STEELECHASE HOMEWONERS ASSOCIATION