

temporary nature shall be used as a residence.

3. No house trailer shall be placed on any Lot either temporarily or permanently. Any camping trailer, boat and/or similar equipment, used for the personal enjoyment of a resident of a Lot, shall at all times be parked behind the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses, storage sheds or playhouses shall be erected on any Lot, unless previously approved in writing by the Architectural Committee.

4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No part of any of the property shall be used for any business or commercial purpose.

5. No animals shall be kept, maintained or quartered on any Lots except that two (2) cats, two (2) dogs, and caged birds may be kept ~~inside~~ in reasonable numbers as pets only for the pleasure of the occupants.

6. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee.

7. Nothing herein contained shall be construed to prevent approved builders and/or contractors actively working in Thornblade from maintaining temporary sales offices and storage facilities on any Lot or land which is still owned by Declarant while the subdivision is in the process of being developed and while houses are under construction within the development.

8. Garbage, trash cans, wood piles and clothes drying lines must be so located that they will not be visible from the street.

9. All fuel tanks or containers shall be buried underground consistent with normal safety precautions.

10. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. In the event any owner shall fail to maintain his or her Lot to the standards set forth herein, then Thornblade, L.L.C. shall have the right to enter upon such lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed.

by the lot owner(s) to Thornblade, L.L.C. In the event such reimbursement does not occur within a reasonable time following demand from Thornblade, L.L.C., the outstanding sum shall be deemed to be an Assessment against the property. Vegetable and ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

11. No window air conditioning units shall be installed in any building.

12. No wall, fence or hedge above 36" tall shall be erected closer to the front street line of any numbered Lot than the rear wall of any structure unless written permission to do otherwise shall have been obtained from the Architectural Committee. No fence shall be constructed of chain link wire or similar metal or plastic material on any portion of any Lot and not less than thirty-six (36) nor more than seventy-two (72) inches in height. Such fencing must be approved in advance by the Architectural Committee.

13. Provisions must be made by the property owners for off-street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street rights-of-way for periods exceeding two (2) continuous days shall not be permitted.

14. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any Lot or on any common area.

15. No fireworks of any kind shall be stored or used on any Lot or in the common area or on any portion of the property or any public or private road or street in the Subdivision.

16. Each Lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant or the Architectural Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.

17. The area in the road right of way in front of the Lot must be maintained by Lot owner as well as the entire Lot.

18. All houses, excluding sales office(s), must have garage doors into garage and garage doors must be closed except when in use.

19. Each lot owner is responsible for repairing damage to the sidewalks, right of way, paving and curb caused during construction of improvements. Furthermore, each Lot owner is responsible for maintaining the sidewalk in his/her yard to match the existing

sidewalk(s) in the Subdivision.

20. No signs shall be used upon any Lot without the approval of the Architectural Review Committee and this shall include all signs advertising lot(s) and homes "for sale".

21. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) will be permitted. The only permitted exterior lighting will be by standard exterior lamp posts or by spotlights mounted on the residence structure.

22. No Lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter.

II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any Lot nearer to the front property Lot line, any side street line or back Lot line that is not in compliance with applicable zoning requirements.

2. No Lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III hereof.

3. Nothing herein contained shall be construed to prohibit the use of more than one Lot or of portions of one or more Lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded Plat.

4. Each Permitted Dwelling shall contain the minimum of 1600 square feet of heated floor space. In calculating the minimum floor space, only the heated area of the Permitted Dwelling shall be included.

5. No garage or other outbuilding more than two stories in height shall be erected upon any numbered Lot.

6. No above ground swimming pools may be constructed on any numbered Lot.

III. ARCHITECTURAL CONTROL

1. An Architectural Committee ("Committee") is hereby created which shall be initially composed of Don A. Galloway and a second party that may be named by Don A. Galloway. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.

2. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to television satellite disc systems shall be erected, placed, or altered on any Lot or Lots until and unless building plans, specifications and plot plan of such residence, structures or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other building and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee. Exterior television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Architectural Committee. Satellite dishes will be prohibited unless totally concealed by fencing or landscaping.

3. Any such wall or fence proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee. The Architectural Committee shall have the right to refuse to approve any such fencing, taking into consideration the suitability of the proposed fencing, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the adjacent neighboring property.

4. Prior to the commencement of any construction, each Owner, other than Don Galloway Homes, Inc. and/or Don Galloway Homes of North Carolina, L.L.C. shall submit to the Committee, in duplicate, plans and drawings, which shall have been prepared in a 1/8th scale or larger, which shall contain at a minimum:

- a) front, rear and side elevations
- b) floor plans
- c) the area of heated floor space
- d) exterior building material to include manufacturer, color and texture
- e) exterior trim color
- f) roofing material, color and pitch (which shall be at least 6/12)
- g) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage plans
- h) landscaping plan of front yard, side yards and rear yard
- i) estimated completion dates of all construction and improvements
- j) any treatment required to adequately handle surface water run-off due to changes in topography, it being the responsibility of each Lot owner and all persons or entities employed by such person to assist in the construction of any building or improvement on such Lot to control the discharge of surface water or sediment

from such Lot onto or upon any other part of the Subdivision

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee, in care of Don A. Galloway, 11231 Carmel Commons Boulevard, Charlotte, North Carolina 28226. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the Committee's approval or disapproval clearly noted thereon.

5. In the event said Committee fails to approve or disapprove such designs and plans within forty-five (45) days after said plans have been submitted to it, and if no suit to enjoin the erection or alteration of such building or improvement, to include, but not be limited to any outbuilding, wall or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person.

6. No member of the Committee shall be liable for any act or omission except for willful misconduct or gross and inexcusable neglect.

7. The Committee is authorized to approve, disapprove, or ratify, the initial construction or alteration of any building, improvement, structure, wall, fence, landscaping as well as the other items set forth under Sections I, II and III at the sole discretion of the Committee. Such approval, disapproval, or ratification shall be requested in writing and, once given, shall be binding on all persons subject to these Restrictions.

8. All construction by any Owner shall be performed by a licensed contractor or builder.

9. Once construction shall have commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than forty-five (45) consecutive days to be condoned, acts of God excepted, and be substantially completed, including landscaping, within ten (10) months from the commencement date.

10. The Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at Committee's sole discretion.

11. Any damage(s) to any street, curb or gutter which occurs as a result of construction activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Committee shall have the

right to delegate such completion rights to Thornblade, L.L.C., and all costs and expenses incurred in completing such work shall be immediately due and owing by Subdivision Lot Owner. In the event such amount is not liquidated by the appropriate owner within a reasonable time following notice thereof, Thornblade, L.L.C. shall assess the appropriate Lot in such amount in the same manner as assessments are or may be imposed as provided elsewhere herein.

IV. EASEMENTS

1. Easements are reserved as shown on the subdivision plat and if not so shown then, an easement is reserved, over the front and side Lot lines five (5) feet in width on each interior Lot and ten (10) feet in width over the rear lot line on each interior Lot for the installation, operation and maintenance of utilities and for drainage purposes. On each Lot which abuts property other than that owned by Declarant, an easement of five (5) feet in width on the front and side Lot lines and fifteen (15) feet in width on the rear Lot lines is reserved for the installation, operation and maintenance of utilities and for drainage purposes. Any additional easements across individual Lots or common areas, as are shown on the recorded plat for Thornblade, are also reserved.

2. Declarant specifically reserves the right to grant specific easements for all public local services over any Lot for the installation and maintenance of utilities, including but not limited to, waterlines, sanitary sewers, storm drainage facilities, gas lines, telephone, electric power lines and cable television to the providers of such service.

3. Declarant hereby establishes over the properties and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable television lines, firefighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

4. Declarant hereby grants to developer and/or builders, and reserves such easements through the properties as may be reasonably necessary for the purpose of completing the development, advertisement, construction and sale of the properties through signage and for the installation and maintenance of utilities, streets and common use facilities, which easement shall exist as long as reasonably necessary for such purposes.

5. Other Easements. A landscape easement is reserved on Lots 1, 34 and 35 as shown on the recorded map. Said easement may be used for the placement of Subdivision signage and an underground water system.

V. MAINTENANCE CHARGES

1. There shall be a lien for non-payment of monies owed to Thornblade, L.L.C. for requisite repairs made to any lot that is required to be made, however such charges provided for shall be subordinate to the lien of any mortgage lien or any lien of laborers, contractors, or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by Thornblade, L.L.C. for foreclosure due to the non-payment. Sale or transfer of any residence shall not affect any duly perfected lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien as to payments which become due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by Thornblade, L.L.C. to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

2. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity (which shall include specific performance or injunctive relief), all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Declarant may assign any rights granted to it under this Declaration to any person, firm, corporation or other entity without approval of the Owners. The Declarant may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance and management of the Property. However, no such contract shall be binding upon the homeowners of Thornblade except through expressed adoption and/or ratification of the terms and conditions of such contract.

3. Effect of Nonpayment of Amounts Owed. Any charges not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Thornblade, L.L.C. may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such charges. These remedies of Thornblade, L.L.C. are cumulative and not exclusive of other remedies nor is pursuit of one remedy a waiver of any other remedy. No Owner may waive or otherwise escape liability for the charges provided for herein by the abandonment of his lot.

4. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the charges provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect said lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any thereafter becoming due or from the lien thereof.

VI. MISCELLANEOUS

1. No signs, including "for rent", "for sale", statements of protest or opinions which may be held by a Lot owners, and similar signs, shall be erected or maintained on any Lot or street or any improvements constructed on said Lot or on any vehicles parked on said Lot for promotional purposes, except by Declarant, or within the ordinary course of a builder's business or with written permission of Thornblade, L.L.C., except those approved by the Architectural Committee, shall be permitted on any residential Lots except that a single sign offering the property for sale or for rent may be placed on any such Lot, and approved by the Architectural Control Committee. Signs advertising homes "for sale" can be reasonably posted at the Subdivision entrance and at various locations on the Subdivision's streets only by Don Galloway Homes of North Carolina, L.L.C.

2. The property within the subdivision is hereby declared to be a bird sanctuary and hunting of any bird is hereby prohibited.

3. In the event a dwelling is damaged or destroyed, and the Owners does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, Don Galloway Homes of North Carolina, L.L.C. may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Lot until paid by the Owner and may be foreclosed in the same manner set forth in Article V for liens for charges.

4. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of these covenants.

5. If the undersigned, or their successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute and proceedings at law or in equity against the person or persons violating or

attempting to violate any such covenant to prevent him or them from so doing or to recover damages or other dues for such violation.

6. Invalidation of any one or more of these covenants by judgment of Court Order shall in no way effect any of the other provisions which shall remain valid and in full force and effect.

7. Limitations. It is distinctly understood and agreed that nothing herein contained shall be taken and construed as imposing any conditions or restrictions upon any land not specifically covered by these restrictions.

8. Developer reserves the sole right to amend the declaration of covenants without the vote of home owners.

9. Declarant's right to sell Lots includes, but is not limited to, all unsold land for the use of signs, model homes, advertisements, etc.

IN WITNESS WHEREOF, the said developers have hereunto set their hands and seals this 21st day of December, 1995.

ATTEST:
WITNESS:

THORNBLADE, L.L.C.

Lisa A. Mancini

By: Don G. Hallway
Its: Manager

Consent

BB&T, the holder of the mortgage recorded in RMC office for Mecklenburg County in Mortgage Book _____ at page _____, the lien of which covers the Subdivision, does hereby consent to the within covenants and acquiesces in the imposition of said covenants on such property.

In witness whereof, the undersigned has hereunto set its hand and seal this 21st day of December, 1995.

WITNESS:

LENDER

[Signature]
[Signature]

By: [Signature]
Its: [Signature]

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

PROBATE

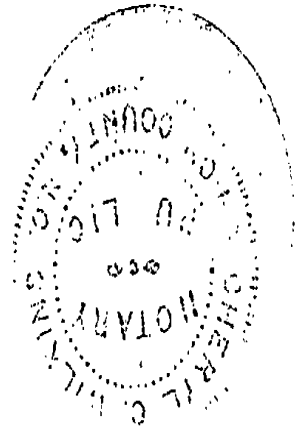
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Thornblade, L.L.C. by its duly authorized officer, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

* Don A. Galloway

Luzel Muscarel

SWORN to before me this 21st day of December, 1995.

Cheryl C. Wilkins
Notary Public of North Carolina
My Commission Expires: 3-17-98



STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named BB&T by its duly authorized officer, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

* SUSAN HOWELL

Deanna J. Rogers

SWORN to before me this 21st day of December, 1995.

Cheryl C. Wilkins
Notary Public of North Carolina
My Commission Expires: 3-17-98



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State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Cheryl C. Wilkins

Notary(ies) Public is/are certified to be correct. This 31st day of January, 1996

JUDITH A. GIBSON, REGISTER OF DEEDS By: Wanda B. Allen Deputy Register of Deeds

EXHIBIT "A"

ALL LOTS AS SHOWN ON MAP RECORDED IN MAP BOOK 26 AT PAGE 590
AND ALL LOTS AS SHOWN ON MAP RECORDED IN MAP BOOK 26 AT PAGE 814
BOTH OF THE MECKLENBURG COUNTY, NORTH CAROLINA, PUBLIC REGISTRY.

2025 RELEASE UNDER E.O. 14176