

OXFORD GLEN HOMEOWNERS' ASSOCIATION ANNUAL REPORTING

Due to the COVID 19 Restrictions still in place and Mint Hill Town Hall not being available for meetings or rent, the Board of Directors unanimously agreed to not hold an Annual Meeting. This is an Annual Reporting of the events and information for the Association for the past year.

The Board of Directors as elected at the 11/30/19 Annual Meeting will stay in place for the coming year. Those directors are as follows:

| | |
|-------------------|---------------|
| David Cole | Joyce Fischer |
| Teresa Cole | Don Nicholas |
| Tim Counts | Bob Roberts |
| Trevor Countryman | |

The Board of Directors elect the officers from these directors. The officers of the Board are as follows:

| | |
|--------------|---------------------|
| Teresa Cole | President |
| Don Nicholas | Vice President |
| David Cole | Secretary/Treasurer |

OLD BUSINESS:

The fallen fence and the dead trees at 15227 Bexley Place have been taken care of by the homeowner.

A sign was installed on Castleford Road – *Slow Down – Children Present* the sign was attached to an existing sign post.

NEW BUSINESS:

Financial Reporting – David Cole, Secretary/Treasurer

Dues Payments - only 1 homeowner owes for 2020 Dues. Yearly dues are due on March 1 for the coming year. Notices will be mailed on February 1. Late fees begin on March 10.

Financial Reporting - see **Attachment A** for receipts and expenditures for the year. Explanation is listed for all items. If there are any questions, please send an e-mail to the address at the bottom of this report.

ARC Reporting – Tim Counts, Chairman

The Architectural Review Committee received the following requests this year:

- 4 – fencing
 - 15217 Buckhaven Court 15208 Yarmouth Road
 - 15208 Bexley Place 15300 Yarmouth Road
- 1 – new siding
 - 15335 Bexley Place
- 1 – screen porch renovation
 - 15127 Buckhaven Court
- 1 – deck addition
 - 13805 Oldham Place
- 1-exterior paint
 - 15301 Bexley Place

Section 8 and Section 10 of the Restricted Covenants details the duties and responsibilities of the Architectural Review Committee.

If you do not have a copy of the covenants you can review these on our website or you may send an e-mail to the Board and a copy will be sent to you. The website and e-mail addresses are listed at the bottom of these minutes and on all correspondence from the Board of Directors.

Basic things that need to be approved; new paint colors, any addition to your home, decks, porches, pergolas, pools and fences. The full list is in the Restricted Covenants.

To submit a request to the Committee – send an e-mail to the Board and a form will be sent to you, stating all the information needed. Requests are answered within 3 days or less from the date of receipt of all requested information.

Holiday Décor Contest / Home Related Info

6th Annual Holiday Décor Winners – December 2019

- 15341 Bexley Place
- 15324 Yarmouth Road
- 15229 Dartford Lane

Each winner received a \$25.00 gift card. Details for the 2020 Holiday Contest will be announced before December 1.

Please make yourself familiar with Section 10 which discusses the homeowner's responsibilities and things that are not allowed in our neighborhood. These restrictions are there to protect you and your investment in your home, not to infringe upon your rights. These covenants were put in place in the 1980's when the developers started the subdivision and revised in 2010 to bring some things up to date. The Restricted Covenants are legal and binding documents that are tied to your deed and recorded at the Mecklenburg County Courthouse.

Section 10 of the Restricted Covenants that govern our neighborhood. (a copy of that report is a part of this report as **Attachment B**)

Home Sales

| | |
|---------------------|-----------|
| 15325 Yarmouth Road | \$312,000 |
| 15332 Yarmouth Road | \$325,000 |

No houses are currently listed for sale at this time.

When each new neighbor moves into our neighborhood, they are given a Welcome Kit by the Board of Directors. This includes a letter of welcome, contact information, a copy of the Restricted Covenants, a Welcome Greeting Card and a \$25.00 gift card to Home Depot.

Sewer Line Construction/Creek Restoration/ Mint Hill News & Info – Don Nicholas
Don's report is a part of these minutes as **Attachment C**

OTHER:

New Christmas Decorations were purchased for the front entrance. Hope you will enjoy the "new look" which should be in place by December 1.

Oxford Glen Facebook Page – Amy Salvatore has started a Facebook page for our neighborhood. "Oxford Glen Neighbors" Great place to post news and get information. Request to be a member and membership should be granted shortly after your request is made. If you are not able to get in this way, send an e-mail to the address at the bottom and an invite will be sent to you as another way to join.

Samantha Brewer has been appointed our Media Coordinator. Samantha is the one that leaves the great newsletter in your mailbox with all the fun info inside! Samantha will do any posting that needs to be done for the Board of Directors on the Facebook page. This will be a tremendous help!

A streetlight was installed near 15317 Bexley Place, the street was very dark and not safe. The rest of the neighborhood is fairly well lighted.

HOMEOWNER DUES:

The Board of Directors held a meeting on October 28 and voted for the following; pursuant to Section 4.3 - Payment of Annual Assessments – the annual dues will be raised to \$65.00 for 2021 and pursuant to Section 4.7 – Effect of Nonpayment of Assessments – the late fee will be raised to \$15.00.

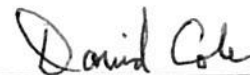
The dues were \$40.00 in 2007 and were raised to \$50.00 in 2008. The covenants read that the \$50.00 will begin in 2009, but it began in 2008 according to all HOA Records.

The dues have not been raised in 13 years so this is a bit over \$1.00 per year. All the expenses are going up and we are not generating enough revenue to cover expenses.

Dues notices will be sent out in early February; the payments are due on March 1. Late fees will be assessed on March 10.

If there are any questions about any portion of this report, please send an e-mail to the address at the bottom of this report.

Respectfully submitted,



David Cole
Secretary

ATTEST:



Teresa A. Cole
President

Please excuse any misspellings or omissions.

hoaboard@oxfordglenhoa.com - e-mail
www.oxfordglenhoa.com - website

Oxford Glen HOA

Financial Report for period 11/01/19 - 10/31/20

| | | |
|------------------|---|-------------------|
| Beginning | Bank Balance - 11/01/19 | \$3,375.13 |
| | | |
| Deposits: | Homeowner Dues and Late Fees | \$4,990.00 |
| | Refund - Room Deposit | \$50.00 |
| | Total Deposits Received | \$5,040.00 |
| | | |
| Expenses: | | |
| | Bank Service Charges | \$75.50 |
| | Front Entrance- Maintenance <small>(remove old plants, install new plantings, flowers, pine needles)</small> | \$1,011.00 |
| | Front Entrance- Christmas Décor | \$264.34 |
| | Legal Expenses | \$0.00 |
| | Liability Insurance | \$665.00 |
| | Mowing / Common Area Maintenance <small>(mowing, fertilizer, weed treatment, water grass and flowers, aerate and seed)</small> | \$1,825.00 |
| | Neighborhood Events - Holiday Decor Contest | \$75.00 |
| | Office Supplies <small>(card stock, paper, envelopes, binders, printer ink, checks)</small> | \$188.76 |
| | Postage | \$176.00 |
| | Post Office - Box Rent | \$92.00 |
| | Rent Room - Annual Meeting | \$0.00 |
| | Refund - Overpayment of Dues | \$60.00 |
| | Returned Check and Bank Fee <small>(was repaid)</small> | \$62.00 |
| | Storage Unit Rental - Life Storage | \$252.00 |
| | Street Light installation | \$585.00 |
| | Street Sign - Children in Area | \$43.09 |
| | Union Power - electric for street lights | \$708.44 |
| | Website Fees and Maintenance | \$378.54 |
| | Welcome Kits for new homeowners <small>(gift cards, Welcome card)</small> | \$0.00 |
| | Total Expenses Paid | \$6,461.67 |
| | | |
| Ending | Bank Balance - 10/31/19 | \$1,953.46 |

Visit our website - www.oxfordglenhoa.com

Question or comments - hoaboard@oxfordglenhoa.com

ARTICLE X

USE RESTRICTIONS

Section 10.1. Land Use. All lots shall be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three (3) automobiles and other accessory buildings and structures incidental to the residential use of the Lots, provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory buildings may not be constructed prior to the construction of the main building. No exposed concrete or concrete block, including foundations, will be allowed on a completed building. All fountains shall be brick to grade. Aluminum siding is prohibited.

Notwithstanding the foregoing, the Board shall permit commercial and business activities which, in the Board's discretion and determination, are compatible with the residential nature of the Property, including, but not limited to, infrequent garage sales, music lessons, tutoring, telemarketing, crafts and hobbies that do not create a noise nuisance. No such activity shall cause the traffic flow within the Property to be unduly burdened or cause the parking of non-resident vehicles upon the streets for excessive periods of time. The determination as to whether any of the aforesaid activities rises to any of the levels described herein shall be made by the Board in its discretion.

Section 10.2. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, watershed protection regulations, and other regulations applicable to his Lot.

Section 10.3. Nuisance. No activity will be carried on in any Lot which is an unreasonable nuisance to other residents. No Owner will permit anything on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Area.

Section 10.4. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other common household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

Section 10.5. 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 Committee.

Section 10.6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 10.7. Access to Lots. The Association, its agents or employees, shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situated upon such Lot which serve another's Owner's Lot. The Association or its agent shall also have

access to each Lot at all times without notice as may be necessary to make emergency repairs or prevent damage to the Common Area or another Lot.

Section 10.8. Signs and Ornaments. No Owner will display any signs or other articles outside of his dwelling so as to be visible from outside the Lot, except seasonal ornamental decorations and political signs that attempt to influence the outcome of an election, including supporting or opposing an issue on the election ballot. All holiday lights and decorations must be removed from the exterior of any Improvement no later than 30 days following the date of the holiday. Notwithstanding the foregoing, one professionally manufactured sign of not more than five (5) square feet advertising a Lot for sale may be placed by the Owner on his Lot in such manner that it will be visible from outside the Lot.

Section 10.9. Trash and Vegetation. No trash will be kept on any Lot except in sanitary containers located in a screened area. No weeds, rubbish or debris will be permitted to accumulate on any Lot which would render it unsanitary or offensive to its neighbors. Grass and landscaping will be maintained to appear neat and attractive. Dead trees or shrubs will be promptly removed.

Section 10.10 Maintenance. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair. All Owners shall further be responsible for keeping clean and repairing damage caused to the public roads adjacent to such Owners Lots prior to such roads being accepted for maintenance by the applicable governmental authorities.

Section 10.11. Accessory Structures. No metal carport or freestanding metal garage shall be erected on any Lot. One utility building or greenhouse may be located in the rear of any Lot. Such structure shall not exceed 400 square feet. The siding and trim color must compliment the color of the home.

Section 10.12. Utilities. All residential utility service lines to the Lots shall be underground. Further, certain amenities such as utilities transformers, trash containers, lighting facilities, utilities meters, drainage pipes, ditches and sales, storm drains and easements may be located and maintained on the Lots (even though they may serve several other Lots) and the utility companies and others benefitting from such items shall have non-exclusive easements over the Lots for the installation, maintenance and use of same.

Section 10.13. Mailboxes. The mailbox on each Lot will conform to a design established or otherwise approved by the Architectural Review Committee. This design will exclude any brick enclosed mailboxes. Once the design is approved and installed, any mailbox being replaced for any reason shall be of the same design.

Section 10.14. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed areas (including porches and patios) within the Properties visible from the street.

Section 10.15. Additions. Any additions or substantial alterations to improvements, including alteration to the exterior of residential improvements and garages, must first be approved in writing by the Committee pursuant to Article VIII hereof. Window air conditioning units and window heating units shall not be visible from the street.

Section 10.16. Parking.

(a) Routine parking of resident vehicles of any kind on the street or in the yard is prohibited.

(b) Only one commercial vehicle may be parked on a Lot at anytime and such vehicle must be parked on the driveway. For the purposes of this Declaration, "commercial vehicle" shall include, but not limited to:

- (i) vehicles of every kind whatsoever (other than regular passenger automobiles which are used exclusively as a passenger vehicle and/or for hauling personal property of the owner), which, from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial, charitable, institutional (e.g., government, church or school) markings, signs, displays, or tools, equipment, tarps, nets, racks, ladders, storage compartments, apparatus, inventory for sale, inventory to be installed, or other items that indicate a commercial or other non-personal use of the vehicle,
- (ii) vehicles with more than two axles,
- (iii) vehicles displaying a commercial tag,
- (iv) vehicles used to operate power attachments or tools,
- (v) vehicles rated over one-quarter ton, and
- (vi) vehicles greater than 8.5 feet in width.

(c) No boat, trailer, recreational vehicle, camper, truck or commercial vehicle will be left in any driveway or on any other part of a Lot unless it is fully enclosed within the garage, is behind the house fully hidden from the view of neighbors walking by the Lot, or is otherwise screened in a manner approved by the Architectural Review Committee nor shall any such item be parked, stored or left on the streets. Notwithstanding the foregoing, a boat, trailer, recreational vehicle, camper, truck or commercial vehicle may be stocked and cleaned in the view of neighbors for a maximum period of 72 hours before being stored out of sight. This restriction will not apply to construction trailers or other construction vehicles during the time construction is proceeding on the affected Lot. No boat, truck, trailer, manufactured home, camper, truck or tent will be used as a living area on any Lot. No unlicensed or junked vehicle may be left on a Lot unless it is entirely within a closed garage. Moving storage containers are permitted to remain on a driveway for a period not to exceed 30 days.

Section 10.17. Painting of Residences. No Owner may change the color of his residence or garage or repaint same in a color other than its original color without the approval of the ARC.

Section 10.18. Antennas. No satellite dishes or discs, radio or television aerial, antennas, towers or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot or elsewhere upon any Lot or within the Property without the prior written approval of the Committee pursuant to Article V hereof and, which approval the ARC may withhold in

its sole and absolute discretion; provided, however, that satellite dishes which are 39.37 inches or less in diameter and screened from view from the street, may be installed without such approval.

Section 10.19. Fences. Privacy fencing around patios, decks or pools may not exceed six feet (6') in height. Rear yard fencing shall be split rail, picket, shadow box, wrought iron (or acceptable/approved semblance), brick, stone or vinyl of no greater than six feet (6') in height. Chain link or other wire fencing is expressly prohibited except that wire mesh fencing attached to split rail fencing may be used to contain animals within a yard. Split rail fences will be left natural and unfinished. All fences must be approved by the Architectural Review Committee prior to installation. Unless otherwise approved in writing by the Architectural Review Committee, fencing shall be located no closer to the street side of a Lot than the rear of the home facade so that the fence will not encroach upon the side or front yards. Fences installed and completely erected prior to the date that this Declaration is recorded are excepted from the requirements of this provision until such time as said fence is replaced and the foregoing standards will apply.

Section 10.20. Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

Section 10.21. Subdivision of Lots. No Lot shall be subdivided or its boundary lines changed without the written consent of the Board.

Section 10.22. Swimming Pools. All swimming pools must meet building and safety codes set forth by Mecklenburg County and any other applicable Governmental authority. No above ground pool will be permitted unless it is screened from the view of adjoining lots and the street by a fence or other structure approved by the Architectural Review Committee. No swimming pool shall be located in the front or side yards of any Lot.

Section 10.23. Special Common Area Restrictions. The intent and purpose of these restrictions and covenants is to maintain and enhance the Common Area.

- (a) **Buildings.** No building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on the Common Area.
- (b) **Prohibition Against Dumping.** No dumping of trash, garbage, sewage, sawdust or other debris shall occur and no unsightly or offensive material shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area.
- (c) **No Public Rights.** The establishment of the Common Area does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Common Area without the express permission of the Association.

Section 10.24 Leases. Any lease of a Lot and House thereon shall be for the entire Lot and House and not a portion thereof, shall be in writing, shall identify the lessee and all permitted occupants, shall set forth the current address of the Owner, shall provide that the lease, the lessee and all occupants of the Lot shall be subject in all respects to the Governing Documents, and shall provide that any failure by the lessee, any occupant or anyone present on the Lot with lessee's knowledge or consent, to comply with all of the terms of the Governing Documents shall constitute a default under the lease. In the event of a violation of the Governing Documents by any lessee or occupant, the Association may require the Owner to terminate the lease and to immediately evict or remove lessee and all violators. No Lot may be leased for a period shorter than three hundred sixty-five (365) days. A copy of every lease shall be provided to the Association.

Section 10.25 Garages and Driveways. Front loading garages are prohibited. Driveways must be constructed of concrete, brick or cobble stone. Asphalt and nonpaved driveways are not permitted. Driveways installed and completely erected prior to the date that this Declaration is recorded are excepted from the requirements of this provision until such time as said driveway is replaced and the foregoing standards will apply.

Section 10.26 Building Setback Lines. No building, fence, or wall shall be erected on any Lot nearer to any front street right of way or side street right of way line than minimum building setback lines shown on the recorded plat. No building shall be located nearer than fifteen (15) feet to an interior side lot line. (R-20 zoning) On lots adjacent to Thompson Road (Lots #1-3 and 89-93), no fence or structure may be placed or any existing screening destroyed within fifteen (15) feet of the Thompson Road right of way, and driveway access to Thompson Road from said lots is hereby prohibited. For purposes of determining compliance or noncompliance 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 plat or reserved herein or upon any other Lot.

Section 10.27 Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s) or other portions of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances).

Section 10.28 Occupants Bound. All provisions of this Declaration, any Supplemental Declaration and the Bylaws and any and all rules and regulations, use restrictions or Architectural and Landscape Guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

Section 10.29 Rules and Regulations. In addition to the restrictions set forth in this Article X, reasonable rules and regulations governing the use of the Property may be made and amended from time

to time by the Board and such rules and regulations made by the Board and all amendments thereto shall not be effective unless and until they are approved by a majority vote of the Members voting in person or by proxy at a duly called meeting. Copies of all such regulations and amendments thereto shall be published prior to their effective date, and shall be furnished by the Association to Members upon request.

Section 10.30 Enforcement. The Association or its agent shall have the right to enforce the provisions of this Article X, including Rules and Regulations adopted pursuant to Section 10.29 in any manner permitted by law, including, without limitation, by seeking injunctive relief and/or the imposition of fines or other sanctions permitted by N.C.G.S. § 47F-3-102(12) and § 47F-3-107.1. Reasonable attorney's fees may be recovered as permitted by N.C.G.S. § 47F-3-120 in actions to enforce the provisions of this Article X.

MINT HILL NEWS & INFORMATION

Stevens Creek Stream Restoration / Wastewater Project

The Stevens Creek Wastewater and Lift Station Project is one of a number of projects in the Mint Hill area. Contractors for Charlotte Water began construction work for this project along sections of Lawyers Road, Thompson Road and Country Woods Drive back in March. The projected completion date is the Summer of 2021. The project will bring public wastewater service to a previously underserved area.

Approximately 14,500 feet of new wastewater pipe will be installed. The lift station will be located on Mecklenburg County's Stevens Creek Nature Preserve property. Once completed, the lift station will pump wastewater from the Stevens Creek and Goose Creek basins to a gravity sewer for treatment at the McAlpine Creek Wastewater Treatment Plant.

Once completed, Charlotte Water and CMUD will decommission the current wastewater treatment facility located at the end of Bexley Place.

Stevens Creek Nature Center & Preserve

Stevens Creek Nature Center is located within the 281-acre nature preserve and walking paths of the same name. This brand new hands-on facility focused on stream ecology will soon be open to the public. They are currently offering limited programming opportunities at the Center. The preserve is located at 15700 Thompson Road in Mint Hill.

Mint Hill News & Information

The Town of Mint Hill announced in October that they will not be having a Christmas Parade or official tree lighting ceremony this year. There are too many unknowns and they need to keep our community safe. Rest assured that the Town staff is working diligently on a plan to save Christmas. Stay tuned for details.

At the Mint Hill Board of Commissioners Meeting in September, Jonathan Crowder, Project Manager for Merrick based out of Charlotte, introduced the team for the new Mint Hill Land Use Plan. The Downtown focus was to enhance certain areas and to ensure the vision of the Town was executed. The Town Center should celebrate life and would be a shared vision to be implemented by the community. Street networks, variety of housing styles and types, pedestrian scaled neighborhoods near shopping centers and visual and physical connectivity to the Square at Highway 51 and Lawyers Road would enhance and promote the Mint Hill Downtown. Mobility included street networks, future CATS and light rail line services, pedestrian and bicycle facilities all the while using mobility as a service. There is also a push for more sidewalks and parks.

Each Owner of any Lot or portion of the Property, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges of the Association, (2) Supplemental Annual Assessments, (3) Special Assessments, and (4) Special Individual Assessments, such assessments to be established and collected as hereinafter provided. Each assessment, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal financial obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title (other than as a lien on the Lot) unless expressly assumed by them.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and other residents of the Property to the fullest extent authority or responsibility is granted to the Association hereunder including, and without limiting the generality of the foregoing, for: the leasing, acquisition, improvement, maintenance and operation of the Property including, without limitation, that specified in Section 2.3; provision of services and facilities for the benefit of Members and related to the use and enjoyment of the Property, including but not limited to maintenance, landscaping and security services for the Common Area including but not limited to the front entrance grounds; payment of taxes and governmental assessments on the Common Area; payment of insurance premiums for any insurance policies maintained by the Association; payment in connection with utilities serving the Property; necessary office supplies; an annual neighborhood social; payment of management fees to a property manager in accordance with Section 3.4; the employment of attorneys, architects, accountants and other professionals to represent or assist the Association deemed necessary or appropriate by the Board; the cost of utilities and fuel used in operating facilities in the Common Area; for reserves as permitted in Section 2.4 and to carry out all other purposes and duties of the Association, the Board or the Architectural Review Committee as provided in the Governing Documents.

→ **Section 4.3 Payment of Annual Assessments: Due Dates and Maximums.** Each Owner of a Lot shall pay to the Association Annual Assessments as hereinafter set forth.

(a) The Annual Assessment amount for each and every year shall be in an amount as set by the Board of Directors, in accordance with the terms of this Article IV. Annual Assessments shall be due and payable in advance in full or in installments as determined by the Board. The Board shall fix the amount of the Annual Assessment as to each Lot for any calendar year and shall send written notice of the amount of and due date of each installment of such Annual Assessment to each Owner at least thirty (30) days prior to the due date for payment of the assessment or first installment thereof; provided, however, the failure of the Association to send, or of an Owner to receive, such notice shall not relieve any Owner of the obligation to pay Annual Assessments.

(b) The maximum Annual Assessment for calendar year 2009 shall be Fifty and 00/100 (\$50.00) Dollars per Lot. For calendar year 2010 and thereafter, the Board, without a vote of the Members, may increase the Annual Assessment applicable to each Lot by the greater of ten percent (10%) or the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the

CPI published by the United States Government indicating changes in the cost of living shall be used. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board and without a vote of or further approval from the Members.

(c) For calendar year 2009 and thereafter, the maximum Annual Assessment applicable to each Lot may be increased above the maximum amount set forth in subparagraph (b) of this Section 4.3 by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

(d) The Board may fix the Annual Assessment applicable to each Lot at an amount not in excess of the maximum set forth in Subparagraph (b) or (c) of this Section 4.3 (the "Maximum Annual Assessment"). If the Board shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a "Supplemental Annual Assessment." In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year unless approved as specified in Subparagraph (c).

(e) With respect to any Lot conveyed by any Owner, the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

Section 4.4 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy special assessments ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of (i) the installation or construction of any Common Area or easement improvements or (ii) the reconstruction, repair or replacement of the Common Areas and/or any easement maintained by the Association, including any improvements located thereon. Provided, however, that any Special Assessment must be approved by a vote of sixty-seven percent (67%) of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 4.5 Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board shall have the power to levy special assessments applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas and/or any easement maintained by the Association, including any improvements located thereon, occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration or the Governing Documents. The due date of any Special Individual Assessment levied shall be fixed in the Board resolution levying such Special Individual Assessment.

Section 4.6 Uniform Rate of Assessment. Annual Assessments, Supplemental Annual Assessments and Special Assessments levied by the Association must be fixed at a uniform rate for each Lot.

→ Section 4.7 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment, or installment thereof, is not paid within thirty (30) days after its due date, the Board may, at its option and without further notice, declare the entire unpaid assessments immediately due and payable. Unpaid assessments shall bear interest from and after the due date at the rate of eighteen percent (18%) per annum, not to exceed, however, the maximum rate permitted by law. In addition, the Association may impose a monthly charge for late payment, which charge (i) may be imposed once in any month when any portion of the balance due and owing by the Owner to the Association is overdue or delinquent (whether for past assessments, late payment charges, interest, or other amounts), and (ii) which shall be equal to ten dollars (\$10.00). Late charges shall be due and payable in full on the date they are imposed. The Association shall be entitled to recover fees and penalties for returned checks as permitted in N.C.G.S. § 6-21.3 and N.C.G.S. § 25-3-506. Finally, the Association may impose and collect a one-time administrative collection service fee of up to Seventy-Five and no/100 Dollars (\$75.00) whenever an account becomes delinquent or past due which shall be in addition to interest, late charges, and attorney's fees.

The Association may enforce assessment obligations as permitted by law, including, without limitation, by filing and foreclosing a claim of lien in accordance with the procedures set forth in N.C.G.S. §47F-3-116, and/or by bringing an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against his Lot to collect said assessment. Interest, late charges and reasonable attorneys' fees and costs of such action or foreclosure shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, expressly grants to and vests in the Association or its agents the right and power to bring such action or foreclosure. Foreclosure may be accomplished in the manner that a foreclosure of a mortgage or deed of trust would be brought under Chapter 45 of the North Carolina General Statutes, or as otherwise expressly provided by law, and each Owner grants to the Association a power of sale in connection with any such charge or lien. The Association, acting on behalf of the Owners, shall have the power to bid on any Lot and to acquire and hold, lease, mortgage and convey the same. Lots acquired at a foreclosure sale shall not be Common Area. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.

During any period in which an Owner is in default in the payment of any assessment levied by the Association, the voting rights of the Owner in the Association and the right to the use of the Common Area or any other services or facilities provided by the Association (except the right of access to the Owner's Lot) shall be automatically suspended and shall remain suspended until the assessment, together with interest, late charges, administrative collection fees, and attorney's fees are paid in full. This automatic suspension of rights and privileges in lieu of notice and hearing as provided in N.C.G.S. § 47F-3-102(11) and N.C.G.S. § 47F-3-107.1. During any period in which an Owner is in default in the payment of any installment of any assessment levied by the Association, the Board may also notify the owner and holder of any mortgage or deed of trust of a delinquency relating to the Lot encumbered by that mortgage or deed of trust.