

INSTRUMENT # 2010021268



2010021268

Prepared by and return to: Sellers, Hinshaw, Ayers, Dortch & Lyons, P.A. (Box 91) *CEL*

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR OXFORD GLEN**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN** ("Declaration") is made as of the 31 day of January, 2010, by **OXFORD GLEN NEIGHBORHOOD ASSOCIATION, INC.** a North Carolina non-profit corporation ("Association"), pursuant to the authority granted in Section 13 of the Declaration of Restrictions for Oxford Glen, which is recorded in Book 5229 at Page 316 of the Mecklenburg County Public Registry, as amended by the Amendment to Restrictions recorded in Book 5315 at Page 576 of the Mecklenburg County Public Registry (herein collectively referred to as the "Original Declaration").

**STATEMENT OF DECLARATION**

The Lots shall be held, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots and be binding on, and inure to the benefit of, all parties having any right, title or interest in the Lots or any part thereof, and the heirs, successors and assigns of all of the foregoing parties. Chapter 47F of the North Carolina General Statutes, known as the North Carolina Planned Community Act, shall be applicable to the Association.

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration or any supplement or amendment hereto, shall have the following meanings (unless the context shall prohibit):

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**Section 1.1** “Architectural Review Committee” shall mean and refer to the committee appointed by the Board to oversee the development and enforcement of architectural control standards and restrictions with respect to the Property and to perform certain other functions as described in **Article IX** of this Declaration.

**Section 1.2** “Association” shall mean and refer to **Oxford Glen Neighborhood Association, Inc.**, a North Carolina non-profit corporation, organized pursuant to N.C.G.S. § 55A-2-02, and its successors and assigns.

**Section 1.3** “Board” shall mean and refer to the Board of Directors of the Association.

**Section 1.4** “Bylaws” shall mean the bylaws adopted by the Association pursuant to the North Carolina Non-Profit Corporation Act, as they may be amended from time to time.

**Section 1.5** “Common Area” shall mean and refer to all real and personal property leased or owned by the Association, and all easements granted to or reserved for the benefit of the Association, and all facilities or improvements thereon. “Common Area” shall constitute “Common Elements” as defined in NCGS § 47F-1-103 (4).

**Section 1.6** “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oxford Glen, as it may be amended, supplemented or extended from time to time.

**Section 1.7** “Governing Documents” shall mean this Declaration, the Bylaws and the Articles of Incorporation of the Association.

**Section 1.8** “Lot” shall mean and refer to any numbered plot of land, with the exception of the Common Area, appearing on any Plat of the Property.

**Section 1.9** “Member” shall mean and refer to every individual, corporation, partnership, limited liability company, association, trustee or other legal entity that is a member of the Association as provided in **Article IV, Section 4.1**.

**Section 1.10** “Occupant” shall mean and refer to any person occupying all or any portion of a Lot or any portion of the Property for any period of time.

**Section 1.11** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot (as defined herein) which is a part of the Property, but excluding those parties who have such interest merely as security for the performance of an obligation.

**Section 1.12** “Plat” shall mean and refer to any plat of the Property or any part of it which is recorded from time to time in the office of the Register of Deeds for Mecklenburg County, North Carolina.

**Section 1.13** "Property" shall mean and refer to the real property which is subjected to this Declaration and set forth on that map recorded in Map 21 at Page 354 of the Mecklenburg County Public Registry.

**Section 1.14** "Register of Deeds" shall mean the Register of Deeds Office for Mecklenburg County, North Carolina.

## ARTICLE II

### COMMON AREA

**Section 2.1 Maintenance.** The Common Areas, together with all improvements, utilities and amenities located thereon and not otherwise maintained by public entities or utilities or any other party as provided herein, shall be maintained by the Association. Such maintenance shall include repair and reconstruction, when necessary.

Maintenance by the Association shall include, without limitation, the following:

(a) Care and maintenance of the easements specified in **Article IX** ( but only to the extent the Association uses or exercise its rights in or over any of them) including, without limitation, installation, maintenance, repair, replacement and reconstruction, when necessary, of the trees, shrubs, flowers, vegetation, monuments, signage, irrigation, planters and lighting located thereon and providing and paying for utility or lease charges for irrigation and lighting located thereon.

(b) Maintenance of the Common Area shall include the maintenance, repair, replacement, and reconstruction, when necessary, of the Common Area, including all lighting, water lines and other fixtures, wire, railings and other facilities located thereon, and providing and paying for utility charges and other operational costs.

(c) Keeping of all areas and facilities for which the Association is responsible hereunder clean and free from debris and in a safe and orderly condition, together with the landscaping thereon, if any; provided, however, that wetlands, ponds and other Common Area not yet improved may remain in its natural, unimproved state, it being the intent of this Declaration that the Association have no specific obligation with respect to the maintenance or improvement of the unimproved Common Area as except as may be otherwise imposed or provided by law.

**The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof, including, without limitation, any House or underground utilities located thereon. The Owners of such Lots shall be solely responsible for same.**

**Section 2.2 Reserve Fund(s).** The Association may establish and maintain reserve fund(s) for the periodic maintenance, repair and replacement of all or any portion of the Common Areas or any easement maintained by the Association and/or in order to fund unanticipated expenses of the Association and/or to acquire equipment or services as may from time to time be deemed reasonable, necessary or

desirable by the Board of Directors. Such reserve fund(s) shall be collected and maintained out of the assessments, as hereinafter provided in **Article IV**. Assessments collected as reserves shall not be considered to be advance payments of Annual Assessments.

**Section 2.3 Conveyance or Encumbrance of Common Area**. Title to the Common Area shall be in the name of the Association. Notwithstanding any provisions of the Governing Documents, all Common Area shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public with the exception of roadways on the Property that may have been accepted for public dedication by the North Carolina Department of Transportation or other governmental entity. While the Property remains subject to this Declaration, no conveyances shall be made of any portion of the Common Area nor shall any security interest or lien of any nature arise or be created against the Common Area except as permitted under NCGS § 47F-3-112. This section shall not apply to a grant or transfer of an easement right-of-way. Any grant of a mortgage or security interest in the Common Area shall expressly be subject to the covenants, provisions, rights, and easements created by this Declaration. Every agreement for the performance of labor or the furnishing of materials to the Common Area, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and that the right to file a mechanic's lien or other similar lien by reason of labor performed or material furnished is subordinated to this Declaration. Conveyance of open space within Common Area shall also be subject to restrictions and limitations imposed by Mecklenburg County.

### ARTICLE III

#### THE ASSOCIATION

**Section 3.1 Automatic Membership**. All Owners shall automatically be Members of the Association, and shall enjoy the privileges and be bound by the obligations contained in the Declaration, including the obligation to pay assessments. Ownership of any fee or undivided interest in any Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The Board may make reasonable rules regarding proof of ownership.

**Section 3.2 Voting**. The Owner (or group of Owners) of each Lot shall be entitled to one (1) vote in the Association. If a Lot is owned by more than one person or entity as tenants in common or tenants by the entirety, then each such person or entity shall be deemed an Owner and a Member of the Association, but in no event shall more than one (1) vote in the Association be cast with respect to each Lot, as is more particularly set forth in the Bylaws.

**Section 3.3 Association to Maintain Books and Records**. The Association shall maintain at all times current copies of all Governing Documents, all rules and regulations concerning the Property, as well as its own books, records and financial statements as required by the North Carolina Non-Profit Corporations Act. Inspection and production of documents, books and records shall be governed by Article 16 of the North Carolina Non-Profit Corporations Act.

**Section 3.4 Management and Other Agreements.** The Association may be professionally managed and may enter into management and other agreements for the management, operation and administration of the Property, with the individual, firm or entity that the Association deems appropriate and in the best interest of the Property from time to time. A copy of all such agreements shall be made available to each Owner upon request. Any management or other agreement for the ongoing provision of goods or services entered into by the Association shall provide that it may be canceled, with or without cause, upon no more than ninety (90) days' notice and without penalty at any time. Should the Association enter into a management agreement for the Property as permitted herein, the manager shall obtain and, at all times, maintain Fidelity Insurance as provided in **Section 6.1(c)** of this Declaration.

**Section 3.5 Liability Limitations.** Neither any Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Association, nor its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Association shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

**Section 3.6 Association to Maintain Books and Records.** The Association shall maintain at all times current copies of all Project Documents, all rules and regulations concerning the Property, as well as its own books, records and financial statements as required by N.C.G.S. § 47F-3-118(a) and the North Carolina Non-Profit Corporations Act. Inspection and production of documents, books and records shall be governed by Article 16 of the North Carolina Non-Profit Corporations Act.

## ARTICLE IV

### OPERATION OF THE PROPERTY AND ASSESSMENTS

**Section 4.1 Adoption of Budget; Creation of Lien and Personal Obligation for Assessments.** The Board shall, from time to time and at least annually, prepare and adopt a proposed budget for Association, determine the amount of expenditures payable by the Owners to meet the proposed budget ("Common Expenses") and allocate and assess Common Expenses among the Owners as provided in **Section 4.6**. The Common Expenses shall include such amounts as the Board deems necessary for the operation and maintenance of the Property and shall include, without limitation, amounts for purposes set forth in **Section 4.2**, amounts for permitted reserves and such amounts as may be necessary to make up any deficit for outstanding Common Expenses for any previous year. No proposed budget shall be effective until ratified as provided in NCGS § 47F-3-104 ( c ).

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.



**Section 4.8 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage on any Lot, and shall be subordinate to any tax lien or special assessment on a Lot made by lawful governmental authority. Sale or transfer of any Lot shall not affect the assessment lien. However, the foreclosure of any Mortgage shall extinguish the lien of such assessments as to payments which became due prior to the time the foreclosure sale is final at which time the high bidder and new Owner shall become responsible for payment of all assessments coming due thereafter. Such unpaid assessments shall be deemed to be expenses of the Association assessable against and collectible from all Owners, including the Owner of the Lot acquired as a result of foreclosure of the Mortgage, his heirs, successors and assigns. No foreclosure sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

**Section 4.9 Exempt Property.** The following parts of the Property shall be exempt from assessment by the Association: (a) the Common Area; and (b) any part of the Property dedicated to and accepted by any public or governmental authority. The recording of this Declaration shall in no way be deemed a dedication of, or offer to dedicate, any part of the Property to any such authority.

**Section 4.10 Voluntary Conveyance; Estoppels.** Except as provided in **Section 4.8**, the lien for assessments of the Association created in this **Article IV** shall not be affected by any conveyance of a Lot, and shall remain a continuing charge on that Lot and a continuing lien which may be foreclosed as provided in **Section 4.7**. Any grantee in a voluntary conveyance shall be entitled to a statement from the Board, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in that statement.

## ARTICLE V

### UTILITIES

**Section 5.1 Utilities.** All utilities and utility connections shall be located underground, including electrical, telephone and cable television lines. Electric, gas or other meters of any type, or other apparatus serving each Lot or Improvements thereon, shall be located at the rear of the House or buildings constructed on Lots or, if approved by the Architectural Review Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Review Committee in accordance with the provisions of this Declaration. This section shall not apply to utilities or utility components placed or installed prior to the recordation of this Declaration.

**Section 5.2 Leased Lighting.** The Association may install or contract with persons or entities to install lighting within the Property and may enter into a lease agreement(s) with those persons or entities or others for the ongoing operation and maintenance of some or all of that lighting.

## ARTICLE VI

### INSURANCE AND RECONSTRUCTION

**Section 6.1 Association Insurance.** The Association shall procure and maintain, or cause to be maintained, insurance in accordance with the following provisions:

(a) **Property and Casualty Insurance.** The Association shall obtain and maintain at all times a policy or policies of property insurance covering all Common Areas and all improvements located in the Common Area, in an amount not less than one hundred percent (100%) of the replacement cost of such improvements at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the costs of land, excavation, paving, foundations and other normally excluded items. Notwithstanding the foregoing, said insurance may provide for coinsurance by the Association of not greater than twenty (20%) percent and/or may include a commercially reasonable deductible not in excess of \$10,000.00; provided, however, in no event shall coverage obtained and maintained by the Association be less than that required under N.C.G.S. § 47F-3-113(a)(1). The Board shall, at least annually, review the insurance coverage required herein and determine the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement and (if reasonably available) shall contain the following provisions:

- (1) standard "Replacement Cost" and "Inflation Guard" endorsements;
- (2) construction code endorsements providing for coverage if the Common Area becomes subject to a construction code provisions which would require changes to undamaged portions of any structure thereby imposing significant costs in the event of partial destruction of such building by an insured peril;
- (3) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners or members of the Owner's household;
- (4) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control;
- (5) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board without prior demand in writing that the Board cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association or any Owner; and
- (6) any provisions required under N.C.G.S. § 47F-3-113(d).

(b) Liability Insurance. The Association shall obtain and maintain a policy of commercial general liability insurance in such limits as the Association may, from time to time, determine, covering each member of the Board, the property manager, if any, and each Owner with respect to liability arising out of the operation, use, ownership, maintenance, or repair of the Common Area. Policies obtained shall contain the provisions specified in N.C.G.S. § 47F-3-113(d). The liability insurance policy shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner, and shall provide that it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and to all additional insureds. The Board shall review such limits annually.

(c) Fidelity Insurance. The Association shall procure and maintain, or cause to be maintained, a policy or policies of insurance coverage to protect against dishonest acts on the part of officers, directors, volunteers and employees of the Association and any other persons who handle or are responsible for the handling of funds of the Association. The Association's manager shall also acquire and maintain fidelity insurance as required herein and under **Section 3.4**. Any such fidelity insurance policy must name the Association as the named insured and shall be written in and maintained in amounts deemed reasonable and appropriate by the Board from time to time, acting in its sole discretion.

(d) Other Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain and maintain in effect such other insurance coverages as the Board shall determine from time to time to be desirable, specifically including, without limitation, directors and officers liability insurance, flood insurance, performance bonds, payment on labor and material bonds and maintenance bonds.

(e) Insurance Unavailable. In the event the insurance described in Subsections (a), (b), or (c) is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States first class mail to all Owners. In the event the Association determines any such insurance to be "not reasonably available," it shall take reasonable steps to obtain insurance for the benefit of the Association and the Owners which is as closely equivalent to the insurance coverage required in Subsections (a) through (c) that is reasonably available. Without limiting the generality of the foregoing, and by way of example only, insurance will be deemed "not reasonably available" if the cost of that insurance is prohibitive in light of the Association's budget and available resources.

**Section 6.2 Premiums.** Premiums upon insurance policies purchased by the Association, and any amounts paid as a result of a deductible, shall be paid by the Association and charged as an expense of the Association, provided, however, that deductibles and/or expenses paid or incurred by the Association as a result of the negligent or intentional act of any Owner, his agents, guests, invitees or family members, shall be charged to and paid by the Owner and shall be enforceable as a Special Individual Assessment. All such premiums shall be paid by the Association in a timely manner so as to prevent any unintended lapse in or termination of coverage.

**Section 6.3 General Standards.** All insurance policies maintained by the Association under this **Article VI** shall be written with a company or companies licensed to do business in the State of North Carolina and holding a rating of A or better in *Best's Insurance Guide*, provided that such insurance is available from a company with at least such a rating and that, in the event it is not so available, such insurance is obtained from a company with the highest rating available in *Best's Insurance Guide*. All

insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

**Section 6.4 Insurance Proceeds.** Subject to any requirements or limitations imposed by N.C.G.S. § 47F-3-113, the Association shall use the net proceeds of property and casualty insurance to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of property and casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Area. If the insurance proceeds received by the association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment or Special Individual Assessment, as appropriate under the circumstances, to cover the deficiency.

**Section 6.5 Owner's Personal Property.** The Association shall not be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, tenants, guests or invitees, which is left, placed, or located on or used at the Common Area. Further, the Association shall not be responsible or liable for any damage or loss to any personal property of any Owner, his family, tenants, guests or invitees which is left, placed or located on or used at the Common Area. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

**Section 6.6 No Obligation to Insure Owners' Property.** By virtue of taking title to a Lot within the Property, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of such Lot or any House or other property located thereon.

**Section 6.7 Security.** The Association may, in its sole discretion, but shall not be obligated to, provide certain security and fire protection measures, and maintain or support certain other activities within the Property designed to make the Property safer than it might otherwise be. Provided, however, should the Association provide, maintain or support any such measures or activities, then the Association shall not in any way be considered insurers or guarantors of security or fire protection within the Property, and the Association shall not be held liable for any loss or damage by reason or failure to provide or take any security or fire protection measures or for the ineffectiveness of any such measures undertaken. Each Owner and Occupant of any Lot or House and each tenant, guest and invitee thereof acknowledges and understands that the Association is not an insurer, and each such Owner, and Occupant of a Lot or House and their tenants, guests and invitees hereby assume all risks for loss or damage to persons, property, or contents belonging to any such persons.

## ARTICLE VII

### MAINTENANCE OF PROPERTY

**Section 7.1 Maintenance by Association.** The Association shall be responsible for the operation, maintenance and repair of the Common Area, as provided in **Section 2.3**. Notwithstanding the foregoing, the Association shall not be responsible for any maintenance or repairs caused by the negligence or intentional misconduct of any Owner, his agents, invitees, guests or family members, which shall be the responsibility of and may be charged to that Owner as a Special Individual Assessment.

**Section 7.2 Maintenance by Owners.** The Owner of any Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot(s) owned by such Owner, including House and improvements thereon and ground and drainage easements or other rights-of-way incident thereto, (1) in compliance with the applicable covenants, conditions, restrictions and standards contained in the Governing Documents, (2) in accordance with the provisions of the Architectural and Landscape Guidelines, and (3) in a well-maintained, safe, clean and attractive condition at all times. The provisions of this section shall not affect the duty of the Owner to obtain approvals as provided in **Article VIII** for Improvements as defined therein. For purposes of this section, "Lot" shall include all easements granted to or reserved for the Association during any period that the Association is using them or exercising their rights in or over them.

Maintenance of unimproved and improved Lots (including the area between any Lot line and the paved or improved portion of any Roadway or public right of way), shall include, but shall not be limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Keeping land, including any lawns and shrub beds, well maintained and free of trash, uncut grass and weeds;
- (c) Keeping all sediment resulting from land disturbance or construction confined to the respective Owner's property; and
- (d) Complying with all governmental zoning, construction, sedimentation control, health and police requirements.

In addition, maintenance of improved Lots shall include, but shall not be limited to, the following:

- (a) Lawn mowing on a regular basis;
- (b) Tree and shrub pruning;
- (c) Watering by means of a lawn sprinkler system and/or hand watering as needed;
- (d) Keeping exterior lighting and mechanical facilities in working order;
- (e) Keeping vegetation in lawn and garden areas alive;
- (f) Removing and replacing any dead plant material;
- (g) Maintenance of natural areas and landscaping in accordance with the Architectural and Landscape Guidelines;
- (h) Keeping parking areas and driveways in good repair;
- (i) Repainting of Improvements; and

- (j) Repair of damage and deterioration to Improvements (as defined in **Section 8.4**). If any Improvements are damaged or destroyed by fire or other casualty, the Owner of the Lot on which such Improvements are situated must repair and restore such damaged Improvements (in accordance with plans and specifications approved by the Architectural Review Committee and otherwise in accordance with the terms and provisions of this Declaration and of each Supplemental Declaration applicable thereto) or remove such damaged improvements and restore the Lot to its condition existing prior to the construction of such House or Improvements within six (6) months following the date such damage or destruction occurs.

If an Owner of any Lot has failed in any of the duties or responsibilities of such Owner as set forth herein, then the Board, shall give such Owner written notice of such failure and such Owner must perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner as described herein within fifteen (15) days after the date of the notice. Notice shall be deemed to have been given upon deposit in an official depository of the United States mail, with first class postage prepaid and addressed to the Owner.

Should any such Owner fail to fulfill this duty and responsibility within the period specified, then the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the premises of such Owner and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of the Lot on which such work is performed shall be liable for the cost of such work, together with interest on the amounts expended by the Association in performing such work computed at the highest rate permitted by law from the date(s) such amounts are expended until repayment to the Association, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder. The Owner shall reimburse the Association on demand for such costs and expenses, including interest as above provided. If such Owner shall fail to reimburse the Association within thirty (30) days after the mailing to such Owner of a statement for such costs and expenses, then, without limitation of any other rights of the Association, the Association may impose and enforce a Special Individual Assessment against such Owner as provided in **Section 4.5**.

## ARTICLE VIII

### ARCHITECTURAL AND LANDSCAPING CONTROL

**THE POWERS AND CONTROL SET FORTH IN THIS ARTICLE ARE EXTENSIVE. THEY ARE INTENDED TO PROVIDE THE MAXIMUM POSSIBLE JURISDICTION AND AUTHORITY OVER ARCHITECTURAL AND LANDSCAPING THAT MAY BE DESIRED. IF LESSER OVERSIGHT OR CONTROL IS DESIRED, SECTIONS MAY BE MODIFIED TO REDUCE THE JURISDICTION OF THE ACC OR TO REMOVE CERTAIN RESPONSIBILITIES OTHERWISE IMPOSED ON MEMBERS IN CONNECTION WITH THE ARCHITECTURAL AND LANDSCAPING PROCESS, E.G., FEES FOR PROFESSIONAL SERVICES, ETC.**

**Section 8.1 General.** Notwithstanding anything contained in this Declaration to the contrary, no Improvements (see **Section 8.4**), including, without limitation, site preparation on any Lot, change in grade, drainage, or slope of any Lot, or erection, alteration or addition of or to any building situated upon the Property, erection of, or changes or additions of or to fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot, shall be commenced, erected or maintained on any portion of the Property until: (a) the Architectural Review Committee, appointed as hereinafter provided, has received and reviewed the plans and specifications therefor and the location, materials, size and design of such Improvements and has given its **written approval** for commencement of construction, all in accordance with the terms and requirements in the Architectural and Landscape Guidelines; (b) the fees set forth or contemplated in this **Article VIII** have been paid; and (c) the contracts identified in this **Article VIII** have been executed.

**Approval of an Improvement may be conditioned upon commencement and/or completion within the specified periods or by specified dates. If no specific period is specified, every Improvement must be commenced within six (6) months of the date approved or a new written approval must be requested and obtained as provided herein.**

**Section 8.2 Composition of Architectural Review Committee.**

a. **Appointment of Committee Members.** The members of the Architectural Review Committee may be appointed by the Board. Pending appointment of members by the Board, the Board shall act as the Architectural Review Committee. The Architectural Review Committee will be composed of at least three (3) and not more than seven (7) individuals, the exact number of members of the Architectural Review Committee to be designated from time to time by the Board.

b. **Removal and Replacement of Committee Members** The members of the Architectural Review Committee need not be Owners. In the event of the death or resignation of any member of the Architectural Review Committee, the party or body then having the authority to appoint members to the Architectural Review Committee shall have full authority to designate and appoint a successor. Members of the Architectural Review Committee may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the authority to appoint such members.

c. **Professional Services.** Professional fees for services rendered may be taxed to the Owner submitting a request and if unpaid shall become a Special Individual Assessment enforceable as provided in **Section 4.5**. Notwithstanding anything contained herein to the contrary, the Architectural Review Committee shall have the right, power and authority to employ and/or use the services of any architects, engineers, attorneys or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the Architectural Review Committee as described in this **Article VIII**.

**Section 8.3 Architectural and Landscape Guidelines.**

a. The Architectural Review Committee may, from time to time, publish and promulgate architectural and design guidelines (the "Architectural Guidelines"). The Architectural Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended to be a guide to assist owners in preparing and submitting applications, plans, specifications, and

supporting information for proposed Improvements and as a reference to the Architectural Review Committee in reviewing applications, plans, specifications, and supporting information for proposed Improvements, excluding only landscape Improvements, which are addressed in **Section 8.3(b)**. The Architectural Guidelines may set out, among other things, the procedures for submission, review and approval of plans and specifications for the construction of non-landscape Improvements to the Architectural Review Committee. The Architectural Review Committee is authorized to request the submission of samples of proposed construction materials. To the extent standards, requirements, methods, and procedures are established in the Architectural Guidelines, they shall be binding upon and complied with by all Owners and their contractors and sub-contractors and shall be assumed to be incorporated into any written approval issued pursuant to the provisions of **Section 8.1** unless expressly varied in writing by the Architectural Review Committee. **In any event, the Architectural Guidelines shall not be binding upon the Architectural Review Committee, may be revised and amended at any time by the Architectural Review Committee, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials for the construction for non-landscape Improvements submitted to the Architectural Review Committee for approval.**

b. The Architectural Review Committee may, from time to time, publish and promulgate landscape guidelines (the "Landscape Guidelines"). The Landscape Guidelines shall be explanatory and illustrative of the general intent of the landscaping of the Property and are intended as a guide to assist owners in preparing and submitting applications, plans, specifications, and supporting information for proposed Improvements and as a reference to assist the Architectural Review Committee in reviewing applications, plans, specifications, and supporting information for proposed Improvements. The Landscape Guidelines may set out, among other things, the procedures for submission, review and approval of landscape plans and specifications to the Architectural Review Committee and the fees to be imposed by Architectural Review Committee, as more specifically described in **Section 8.8**. In addition, the Landscape Guidelines may establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including removal of trees. To the extent standards, requirements, methods, and procedures are established in the Landscape Guidelines, they shall be binding upon and complied with by all Owners and their contractors and sub-contractors and shall be assumed to be incorporated into any written approval issued pursuant to the provisions of **Section 8.1** unless expressly varied in writing by the Architectural Review Committee. **In any event, the Landscape Guidelines shall not be binding upon the Architectural Review Committee, may be revised and amended at any time by the Architectural Review Committee, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of landscaping plans, specifications and other materials submitted to the Architectural Review Committee for approval.**

c. The Architectural Review Committee is also hereby authorized to publish and promulgate from time to time, and revise and amend at any time in its sole discretion, construction and/or installation rules to be followed by all Owners, contractors and installers performing work or constructing or installing Improvements (including landscape Improvements) on the Property.

d. The Architectural Guidelines, the Landscape Guidelines and the construction and installation rules shall herein collectively be referred to as the "Architectural and Landscape Guidelines". The Architectural Review Committee may issue and amend the Architectural and Landscape Guidelines



from time to time and may publish and promulgate different Architectural and Landscape Guidelines for different sections or portions of the Property.

**Section 8.4 Definition of "Improvements"**. The term "Improvement" or "Improvements" shall mean and include the House and any and all man-made changes or additions to a Lot or attached or affixed to a Lot, including, but not limited to, all structures and buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, etc.); storage sheds or areas; roofed structures; parking or paved areas; fences; "invisible" pet fencing; pet "runs," lines and similar tethers or enclosures; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings, poles; driveways; ponds; lakes, changes in grade or slope; site preparation; swimming pools; hot tubs; jacuzzis; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs, flags, banners, and the poles and structures from which they are hung or flown; exterior lights and illumination; and changes in any exterior color, design or shape. Antennae and satellite dishes are subject to regulation and restriction to the fullest extent permitted under the Telecommunications Act of 1996, as amended. The definition of Improvements includes both original Improvements and all later changes or additions to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Review Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Review Committee.

**Section 8.5 Enforcement.**

(a) The architectural control provisions of this Declaration and any Supplemental Declarations are to facilitate control of the architectural design, construction, installation and placement of all Improvements and landscaping; to establish quality standards for construction, installation and related activity in the Property; and to help preserve values of properties in the Property. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Property, and to the values of their respective properties in the Property, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this **Article VIII** and to enforce rulings and decisions of the Architectural Review Committee by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provision, ruling or decision and/or through administrative action as permitted by the Act, including the possible imposition of fines or suspension of rights or privileges. The Architectural Review Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Review Committee or the Board whether there exists any Improvement which is not approved or which violates the terms of any approval by the Architectural Review Committee, the terms of the Architectural and Landscape Guidelines, the terms of this Declaration or the Governing Documents.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Lot and/or Improvements to the condition existing prior to the construction or installation thereof (including, without limitation, the demolition and removal of any unapproved

Improvements) if such Improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such Improvements were commenced or constructed. In the event that it becomes necessary to resort to any dispute resolution process including, without limitation, those detailed in **Section 13.2**, to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the association and/or the Architectural Review Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

**Section 8.6 Failure of the Architectural Review Committee to Act.** **WRITTEN APPROVAL AS SPECIFIED IN SECTION 8.1 SHALL BE REQUIRED IN EVERY CASE.** No failure or delay by the Architectural Review Committee to approve or disapprove any plans and specifications and other submittals or to reject them as being inadequate or unacceptable shall be deemed as construed to be an acceptance or approval thereof. No verbal or oral statement or representation by any person shall bind the Board, the Association, or the Architectural Review Committee. Further, the Architectural Review Committee has no right or power to waive or grant any variances relating to any mandatory use restrictions or requirements specified in this Declaration or any Supplemental Declaration, or to waive any of the requirements set forth in **Section 8.8**. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee may take no action with respect to them or may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject or approve the balance.

**Section 8.7 Variances.** Subject to the limitations set forth in the preceding section and upon submission of a written request, the Architectural Review Committee may, from time to time and in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with architectural or landscaping requirements or provisions that might be otherwise applicable. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of standards, restrictions and requirements herein set forth. **A written request for a variance shall be deemed to be disapproved until the Architectural Review Committee has expressly approved the request in writing.** No member of the Architectural Review Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from all other such requests. The grant of a variance to any Owner shall not constitute a waiver of the Architectural Review Committee's right to strictly enforce the covenants, restrictions and standards against any other Owner. **Nothing herein shall authorize the Committee to grant a variance with respect to the Use Restrictions set forth in Article X or any Supplemental Declaration.**

**Section 8.8 Fees Required by the Architectural Review Committee.** The Architectural Review Committee, in its sole discretion, may require that each person submitting plans and specifications for Improvements to the Architectural Review Committee pay one or more fees to the Architectural Review Committee or to Declarant as a condition to review and/or to the commencement of construction

of such Improvements including, without limitation, fees of professionals serving on or retained, employed or consulted by the Architectural Review Committee as provided in **Section 8.2(c)**. Such fee(s), including the amount(s), payee and purpose(s) thereof, shall be established by, and may be increased from time to time by the Architectural Review Committee and may be set forth in the Architectural and Landscape Guidelines.

**Section 8.9 Notices and Submittals.** Notices and submittals to the Architectural Review Committee shall be in accordance with the notice provisions set forth from time to time in the Architectural and Landscape Guidelines.

**Section 8.10 Separate Committee for Changes to Existing Improvements.** The Board shall have the right, power and authority, in its sole discretion, to appoint a committee separate and apart from the Architectural Review Committee to review plans and specifications for any and all renovations, changes and additions to existing Improvements located on a Lot (herein, the "Architectural Changes Committee"). Should the Board appoint such an Architectural Changes Committee, then the Architectural Review Committee shall relinquish to the Architectural Changes Committee its authority to review plans and specifications for any such changes to existing Improvements, and the Architectural Changes Committee shall be solely responsible for review and approval of the same. The composition of the Architectural Changes Committee shall be determined by the Board in its sole discretion and the procedure for submission, review and approval of plans and specifications to and by the Architectural Changes Committee shall be set forth in the Architectural and Landscape Guidelines. Notwithstanding the foregoing, nothing herein shall be deemed to obligate the Board to appoint an Architectural Changes Committee, and until an Architectural Changes Committee is appointed, the Architectural Review Committee shall be responsible for reviewing and approving or disapproving all plans and specifications for renovations, changes and additions to existing Improvements in accordance with the provisions of this **Article VIII** and the Architectural and Landscape Guidelines.

**Section 8.11 Limitation of Liability.** No member of the Architectural Review Committee or the Architectural Changes Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this **Article VIII**. Neither the Architectural Review Committee, nor the Architectural Changes Committee (if applicable), nor the members thereof, nor the Association, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the Architectural Review Committee or the Architectural Changes Committee (if applicable) shall not be deemed or construed as a representation or warranty of the Architectural Review Committee or the Architectural Changes Committee (as the case may be), or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby disclaimed. Every person who submits plans and specifications, and every Owner, agrees that he will not bring any action or suit

against the Association, the Architectural Review Committee, the Architectural Changes Committee (if applicable), the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, waives, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

**Section 8.12 Miscellaneous.** Members of the Architectural Review Committee and, if applicable, the Architectural Changes Committee, in the sole discretion of the Board may be compensated for their services. The Association shall reimburse members of the Architectural Review Committee and the Architectural Changes Committee (if applicable) for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses and attorneys' fees of the Architectural Review Committee and the Architectural Changes Committee (if applicable), including those incurred in connection with the exercise of their enforcement or other powers as provided herein, shall be borne by the Association; provided, however, nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with **Section 8.5**. Only if expenditures have prior review and approval from the Association shall the Member be reimbursed.

## ARTICLE IX

### EASEMENTS

**Section 9.1 Use of Common Areas.** Subject to any limitation or restriction set forth in this Declaration (including rules and regulations made or amended under **Section 10.29**), there is a perpetual nonexclusive easement to the Common Area in favor of the Association and its designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Area for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

**Section 9.2 Right-of-Way Over Roadways.** There is hereby reserved, for the benefit of the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and for each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

**Section 9.3 Right of the Association to Enter Upon the Common Areas.** The Association and all agents, employees or other designees of the Association have an easement for ingress, egress and access to enter upon or over the Common Areas for the purposes of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of the Association. Such easement includes an easement in favor

of the Association to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

**Section 9.4 Easement for Encroachments.** The Association, the Owners, their successors and assigns, and the Occupants of Lots, have easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of the Association, the Owners and all their designees.

**Section 9.5 Entrance, Landscape and Sidewalk Easements.** The Association, its successors and assigns, have the following nonexclusive perpetual easements over the Roadways and certain areas of the Property as hereinafter described for the purposes hereinafter described:

(a) Easements for the purposes of landscaping and maintaining entryways and erecting and maintaining entrance monument(s) or sign(s) for the Property, over, across and under the Roadways and those portions of the Property shown and designated as "Entry Easement" on the Plats (herein referred to as the "Entrance Monument Easements"). The Association shall have the right to landscape and maintain the areas of the Property so designated, to erect and maintain entrance monument(s) or sign(s) thereon bearing the name of the Association, and to erect and maintain lighting for such monument(s), sign(s), plantings, landscaping, irrigation systems and other improvements typically used for entryways.

(b) Easements for the installation, maintenance, repair and removal of landscaping and landscaping amenities, including signage, lighting, monuments and irrigation systems, over, across and under the Roadways and those portions of the Property shown and designated as "Landscape Easements" on the Plats (herein referred to as "Landscape Easements").

(c) Easements for the installation, maintenance, repair and removal of sidewalks and/or street lighting, over, across and under the Roadways and those portions of the Property shown and designated as "Sidewalk Easements" on the Plat and if none are shown on the Plat, over the portion of the Property contained within any Roadway right of way or five (5) feet either side thereof.

**NEITHER THE RESERVATION NOR THE GRANT OF THESE EASEMENTS SHALL BE DEEMED TO COMPEL OR REQUIRE THE ASSOCIATION USE OF ANY OF THE ABOVE EASEMENTS FOR THE PURPOSE STATED.**

**Section 9.6 Easements for Utilities and Drainage.** The Association may reserve for itself or grant to other persons or entities easements for utility and drainage purposes, including the right to install, lay, maintain, repair and replace water lines; pipes; ducts; sewer lines; and water lines; gas mains; telephone and television or cable television wires, cables and equipment; electrical conduits; and wires over, under, along and on any portion of the Common Area. Utilities purposes shall include, without

limitation, lighting, irrigation, drainage, storm water management and solid waste disposal services and purposes. Further, the Association may grant such permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful in the discretion of the Board for the purpose of maintenance and operation of the Property. Notwithstanding the foregoing, no sewer lines, electrical lines, water lines or other utilities may be installed or relocated on the Property after the date of this Declaration except as approved by the Board.

Without limiting the generality of the foregoing, the Property shall be subject to all easements and rights-of-way for utilities and drainage shown on the Plats. Such easements are hereby reserved for the use of the Association, its successors and assigns.

Additionally, the Association, its successors and assigns, shall have a non-exclusive easement and right-of-way over, under and along (a) a 10-foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property and (b) all Landscape Easements, for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, septic system, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Architectural Review Committee, over such easements.

**Section 9.7 Right to Assign Easements; Maintenance of Easement Areas.** The Association shall have the right to assign and convey, in whole or in part, the easements established hereunder. The areas burdened by the easements and rights-of-way on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot. To the extent any easement area on any Lot is not maintained by the Association, it shall be maintained by the Owner.

**Section 9.8 Right of Access.** Every Owner grants a right of access to his Lot to the Association, its Independent Manager and/or any other person authorized by the Board or the Independent Manager for the purpose of taking any action permitted under the terms of this Declaration including, without limitation, inspection of his Lot, correcting any condition originating in his Lot which threatens another Lot or the Common Area, or performing installations, alterations or repairs to the mechanical or electrical equipment on Common Area adjoining his Lot; provided, however, such requests for entry (except in the case of emergencies where no request shall be required) are made in advance and any such entry is at a time reasonably convenient to the Owner.

## 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.

## ARTICLE XI

### AMENDMENT OF DECLARATION

**Section 11.1 Amendment.** Except as is otherwise specifically authorized herein, this Declaration may be amended only as provided in N.C.G.S. § 47F-2-117. No amendment to the Declaration shall be effective until executed on behalf of the Association by any officer designated for that purpose and recorded in the Office of the Register of Deeds.

## ARTICLE XII

### TERMINATION, DURATION, CONDEMNATION

**Section 12.1 Termination.** This Declaration may be terminated only as set forth in N.C.G.S. § 47F-2-118.

**Section 12.2 Duration.** This Declaration and the controls, covenants, restrictions and standards set forth herein shall run with and bind the Property and any Owner, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, and their respective heirs, successors, and assigns, for a term of thirty (30) years beginning on the date this Declaration is recorded in the Register of Deeds. At the end of such thirty (30) year period, the easements, covenants, conditions and restrictions set forth herein shall automatically be extended for successive period(s) of ten (10) additional years, unless prior to the expiration of a respective period, Owners to which eighty (80%) percent of the votes in the Association are allocated execute and record an instrument terminating these covenants and restrictions.

**Section 12.3 Condemnation.** Whenever all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for and on account of such taking shall be paid to the Association. The Association, acting through the Board, shall have the right to negotiate and litigate the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot or other portion of the Property, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the

condemnation of the Common Area. All compensation and damages paid to the Association on account of such a taking shall be used to restore the Common Area, provided such restoration is possible, with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Nothing herein is to prevent Owners whose Lots or other property are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or other property, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Common Area, Lots or other property without such allocation, the award shall be divided between affected Owners and the Association by the Board in its sole discretion.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

**Section 13.1 Covenants Running with the Land.** Each Owner, by the acceptance of a deed of conveyance for a Lot, acquires title to and possession of that Lot subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed, shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in any portion of the Property, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**Section 13.2 Construction and Enforcement.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating, preserving and maintaining the development and operation of a residential community of the highest quality. In addition to and not in lieu of the other remedies and enforcement options provided in this Declaration, the Governing Documents and applicable law, the Association and/or any Owner may file an action, in law or in equity, in a court of competent jurisdiction located in Mecklenburg County, to enforce any obligation, covenant or restriction as contained in this Declaration, the Governing Documents or rules and regulations promulgated pursuant to **Section 10.29**. Other options for such enforcement available to the Association, include, but are not limited to, the following:

(1) **Association administrative proceedings including Hearings regarding Small Claims, Fines and Suspension of Services under N.C.G.S. § 47F-3-102(11) or (12), N.C.G.S. § 47F-3-107(d), and N.C.G.S. § 47F-3-107.1.** The Association may conduct any administrative proceedings permitted or provided for under the Governing Documents, the Act or as otherwise provided by law, including without limitation, the right of the Association, after notice and an opportunity to be heard, to (1) impose reasonable fines for violations of the Declaration, the Bylaws, or other Governing Documents, (2) to suspend privileges or services provided by the Association (except rights of access to lots) for reasonable periods for violations of the Declaration, Bylaws, and rules and regulations of the Association or during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer, or (3) to adjudicate small claims for damages and determine liability therefor.

Prior to an assessment of fines, a suspension of services or a determination of liability for damages, a hearing shall be held before an adjudicatory panel appointed by the Board to determine if the offending Owner should be fined, if privileges or services should be suspended or if liability for damages should be assessed. If the Board fails to appoint an adjudicatory panel to hear such matters, hearings shall be held before the Board. The offending Owner charged shall be given notice of the charge, an opportunity to be heard and to present evidence and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for each violation and without further hearing, for each day more than five (5) days after the decision that each violation occurs. Fines imposed shall be assessments secured by liens under N.C.G.S. § 47F-3-116. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the delinquency is paid if imposed pursuant to § 47F-3-102(11) or until all violations are cured or for sixty (60) days, whichever is longer, if imposed pursuant to § 47F-3-102(12). Judicial proceedings and civil actions allowed or provided by law to enforce decisions made pursuant to this paragraph and any of the provisions cited herein shall be exempt, as well.

(2) **Association Collections.** The Association may institute actions or proceedings permitted by law or the Act to collect any sums due and owing to it.

(3) **Abatement of Violations.** In the event of any violation of the Declaration, the Bylaws or other Governing Documents, the Association, or its designated agents, may upon reasonable notice to the Owner (or without notice if the violation creates an immediate threat to the health, safety, or welfare of any resident of the Property) enter upon the Lot where such violation exists, and abate or remove the same at the expense of the Owner; provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction to ensure that the property and improvements where such violation occurred are restored to the same condition in which they existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. Any amounts expended by the Association in so removing or abating any such violation and in restoring or repairing said property shall immediately be deemed a Special Individual Assessment levied by the Association against such violating Owner and such Owner's Lot, shall become a personal obligation of such Owner and shall become a lien upon such Lot enforceable as under the provisions of **Section 4.4**. Notwithstanding the foregoing, the Association shall not have the right to exercise the foregoing powers without an order from a court of competent jurisdiction if the abatement sought by the Association involves the alteration or demolition of any structures on the Lot.

**Section 13.3 Waiver.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. There shall be no waiver of strict compliance with the provisions of the Governing Documents except expressly and in a writing signed by the waiving party.

**Section 13.4 Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of the Declaration.

**Section 13.5 Time Limits.** If any of the privileges, covenants, restrictions or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some

analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the expiration of ninety (90) years from the date of recordation of this Declaration.

**Section 13.6 Headings.** The heading to each Article and Section of this Declaration is inserted only as a matter of convenience for reference and in no way limits or describes the scope or intent of such Article or Section, or this Declaration in general.

**Section 13.7 Recovery of Attorney's Fees.** Reasonable attorney's fees may be recovered as permitted under N.C.G.S. § 47F-3-120 only with respect to actions or proceedings which relate to the provisions of **Articles VIII and X**, (or the similar architectural control or use restriction provisions contained in any Supplemental Declaration) or as otherwise expressly provided for in this Declaration or any Supplemental Declaration.

**IN WITNESS WHEREOF**, the following Members of Oxford Glen Neighborhood Association, Inc. have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oxford Glen as of the day and year first above written.

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Don Nicholas (seal) Tracey Chantry  
Name: Don Nicholas Witness  
Address: 15350 Bexley  
Mint Hill, NC 28227

Tracey Chantry (seal) Tracey Chantry  
Name: TRACEY L. CHANTREY Witness  
Address: 15349 BEXLEY PLACE  
MINT HILL NC 28227

X Timothy L. Wood (seal) Tracey Chantry  
Name: Timothy L. Wood Witness  
Address: 15336 Bexley Place  
Mint Hill, NC 28227

X R. Brisler (seal) Tracey Chantry  
Name: R. BRISLER Witness  
Address: 15346 BEXLEY LN  
Mint Hill NC 28227  
Capt Rob28@gmail.com

X Nathan Hughes (seal) Tracey Chantry  
Name: Nathan Hughes Witness  
Address: 15348 Bexley Pl.  
Mint Hill, NC 28227

X Tom Von Kaemel (seal) Tracey Chantry  
Name: Tom Von Kaemel Witness  
Address: 15326 Bexley Pl  
Mint Hill, NC 28227

X Trey Witte (seal) Tracey Chantry  
Name: Trey Witte Witness  
Address: 15309 Bexley Pl.  
Mint Hill NC 28227



Signature Page for  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

X Carol Schiraldi (seal)  
Name: CAROL SCHIRALDI  
Address: 15317 Bexley Pl  
Mount Hill, NC

Tracy Chanty  
Witness

X Pam (seal)  
Name: Pam McWhirter  
Address: 15335 Bexley Pl.  
Char. NC 28227

Tracy Chanty  
Witness

X Sileen M Adams (seal)  
Name: Sileen M Adams  
Address: 15314 Bexley Pl  
Charlotte, NC 28227

Tracy Chanty  
Witness

X Gloria Robinson (seal)  
Name: 15325 Bexley Place  
Address: Gloria Robinson  
Charlotte, NC 28227

Tracy Chanty  
Witness

X Amy Sue Salvatore (seal)  
Name: Amy Sue Salvatore  
Address: 15300 Bexley Place  
Charlotte, NC 28227

Tracy Chanty  
Witness

X \_\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Nancy White (seal)  
Name: Nancy White  
Address: 13717 Castleford Dr.  
Mint Hill NC 28227

[Signature]  
Witness

Jim Doan (seal)  
Name: Jim Doan  
Address: 13725 Castleford Dr  
Charlotte NC 28227

[Signature]  
Witness

[Signature] (seal)  
Name: Ernest Chapman  
Address: 13809 Castleford Dr  
Charlotte, NC 28227

[Signature]  
Witness

Kim Greene (seal)  
Name: Kim Greene  
Address: 13819 Castleford Dr.  
Charlotte, NC 28227

[Signature]  
Witness

Jerry Smith (seal)  
Name: Jerry Smith  
Address: 13829 Castleford Dr  
Charlotte, NC 28227

[Signature]  
Witness

Patty G. Smith (seal)  
Name: Patty G. Smith  
Address: 13829 Castleford Dr  
Charlotte, NC 28227

[Signature]  
Witness

[Signature] (seal)  
Name: ESS Zaman  
Address: 15207 Bulk Haven Ct.

[Signature]  
Witness

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Caroline Orsillo (seal)  
Name: CAROLINE ORSILLO  
Address: 15206 BUCKHAVEN CT  
CHARLOTTE NC 28227

[Signature]  
Witness

A. J. Gaspari (seal)  
Name: 13742 Castleford Dr  
Address: Char. N.C. 28227

[Signature]  
Witness

Nancy H Kemp (seal)  
Name: Nancy H Kemp  
Address: 13708 Castleford Dr  
Mint Hill N.C. 28227

[Signature]  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_  
Witness

15122 YARMOUTH

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Mercedes Ortega (seal)  
Name: Mercedes Ortega  
Address: 15158 Yarmouth  
Charlotte NC 28227

[Signature] 07/30/09  
Witness

Robin Carroll (seal)  
Name: Robin Carroll  
Address: 15148 Yarmouth Rd

[Signature] 07/30/09  
Witness

Sandi LeClair (seal)  
Name: Sandi LeClair  
Address: 15430 Yarmouth Rd

[Signature] 07/30/09  
Witness

Nikki Ramsey (seal)  
Name: Nikki Ramsey  
Address: 15122 Yarmouth Rd

[Signature] 07/30/09  
Witness

Sherryl Musselwhite (seal)  
Name: Sherryl Musselwhite  
Address: 15208 Yarmouth Rd

[Signature] 07/30/09  
Witness

Erica Todd (seal)  
Name: Erica Todd  
Address: 15217 Yarmouth Rd  
Charlotte NC 28227

[Signature] 07/30/09  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ (seal)

\_\_\_\_\_  
Witness

07/30/09

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

~~Name: [Redacted] (seal)~~  
~~Address: [Redacted]~~  
Witness: [Signature]

Reminded

Name: MATT DINKINS (seal)  
Address: 13819 WALTHAM PLACE  
Charlotte NC 28227

7 June 97/24/09  
Witness  
→ MATT DINKINS  
NEW TO NEIGHBORHOOD.

Reminded

Name: C. Lee Proctor, Jr (seal)  
Address: 13809 Waltham Place  
Charlotte, NC 28227

[Signature] 97/24/09  
Witness

Reminded Pete KOSTNER  
Name: Ethan Kostner (seal)  
Address: 13811 Waltham Pl  
Charlotte NC 28227

[Signature] 97/24/09  
Witness

Reminded

Name: Anna Medlock (seal)  
Address: 15151 Yarmouth Rd  
Charlotte, NC 28227

[Signature] 97/24/09  
Witness

Reminded  
no Mark

Name: [Redacted] (seal)  
Address: [Redacted]

[Signature] 97/24/09  
Witness

no Mark

Name: [Redacted] (seal)  
Address: [Redacted]

Witness

08/03/09

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Jim Boyle (seal)  
Name: Jim Boyle  
Address: 15200 YARMOUTH  
CHARLOTTE NC  
28227

[Signature] 08-03-09  
Witness

Randa Avila (seal)  
Name: Randa Avila  
Address: 15138 YARMOUTH  
CHARLOTTE NC  
28227

[Signature] 08-03-09  
Witness

Mary Wargo (seal)  
Name: Mary Wargo  
Address: 15139 YARMOUTH  
CHARLOTTE NC  
28227

[Signature] 08-03-09  
Witness

(seal)  
Name: \_\_\_\_\_  
Address: 15800 WALTHAM  
CHARLOTTE NC  
28227

Witness

Not  
Home

(seal)  
Name: \_\_\_\_\_  
Address: 15808 WALTHAM  
CHARLOTTE NC  
28227

Witness

Not  
Home

(seal)  
Name: \_\_\_\_\_  
Address: 15209 YARMOUTH  
CHARLOTTE NC  
28227

Witness

Not  
Home  
2 times

(seal)  
Name: \_\_\_\_\_  
Address: 15128 YARMOUTH  
CHARLOTTE NC  
28227

Witness

Not  
Home

**Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

*Removal*  
\_\_\_\_\_  
(seal)

Name: Teresa Cole

Address: 15210 PLYMOUTH  
Charlotte NC, 28227

[Signature]  
Witness A739-29

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Nandy A. Boob (seal)  
Name: 43801 Oldham Pl  
Address: Mint Hill NC 28227  
Randy A. Boob

Zakobu Watson-Carver  
Witness

Tammy M. Bayle (seal)  
Name: Tammy M. Bayle  
Address: 15229 Dartford Ln  
Charlotte, NC 28227

Zakobu Watson-Carver  
Witness

Tilda M. Counts (seal)  
Name: Tilda M. Counts  
Address: 15201 Dartford Lane  
Charlotte, NC 28227

Zakobu Watson-Carver  
Witness

William W. Diel (seal)  
Name: WILLIAM W. DIEL  
Address: 15109 DARTFORD LN  
MINT HILL, N.C

Zakobu Watson-Carver  
Witness

David M. Lamb (seal)  
Name: David M. Lamb  
Address: 15189 Dartford Ln  
Chr N.C 28227

Zakobu Watson-Carver  
Witness

Don Pressley (seal)  
Name: DON PRESSLEY  
Address: 15207 DARTFORD LN  
MINT HILL NC

Zakobu Watson-Carver  
Witness

Mary Beth Brewer (seal)  
Name: Mary Beth Brewer  
Address: 15129 Dartford Ln.  
Mint Hill, NC

Zakobu Watson-Carver  
Witness



Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Tanya M. Moore (seal)  
Name: Tanya M. Moore  
Address: 13800 Oldham Place  
Mint Hill, NC 28227

Zakolen Watson-Carver  
Witness

Judy Davis (seal)  
Name: Judy Davis  
Address: 1500 Dartford Ln  
Mint Hill, N.C.

Zakolen Watson-Carver  
Witness

Deborah Chesser Brewer (seal)  
Name: Deborah C. Brewer  
Address: 15228 Dartford Lane  
Charlotte, NC 28227

Zakolen Watson-Carver  
Witness

Paul M. Gray (seal)  
Name: Paul M. Gray  
Address: 15119 Dartford  
Charlotte, N.C.

Zakolen Watson-Carver  
Witness

\* Peter Matkova / Scott Woods (seal)  
Name: 13804 Oldham  
Address: Mint Hill NC

Zakolen Watson-Carver  
Witness

\* This house is for sale. Covenants given to & signed for by seller.

Cindi Varnadoe (seal)  
Name: Cindi Varnadoe  
Address: 15101 Dartford  
Mint Hill, NC 28227

Zakolen Watson-Carver  
Witness

Bryan M. Jackson (seal)  
Name: Bryan M. Jackson  
Address: 15218 Dartford Lane  
Mint Hill NC 28227

Zakolen Watson-Carver  
Witness

Signature Page for  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

Mary K. Coston (seal)  
Name: Mary K. Coston  
Address: 15208 Dartford Lane  
Charlotte, NC 28227

Zackalen Watson-Cover  
Witness

Susan M. Longworth (seal)  
Name: Susan M Longworth  
Address: 15200 Dartford Ln  
Charlotte, NC 28227

Zackalen Watson-Cover  
Witness

J. A. Fischer (seal)  
Name: Jessie A. Fischer  
Address: 15118 Dartford Lane  
Mint Hill, NC 28227

Zackalen Watson-Cover  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Signature Page for  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

Patrick M. McMahon (seal)  
Name: Patrick M. McMahon  
Address: 15352 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Merrill Bell (seal)  
Name: Merrill Bell  
Address: 15324 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Barbara B Putnam (seal)  
Name: Barbara B Putnam  
Address: 15316 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Marc T. Cello (seal)  
Name: Marc T. Cello  
Address: 15332 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Michael Little (seal)  
Name: Michael Little  
Address: 15240 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Kellie P. Hawkins (seal)  
Name: Kellie P. Hawkins  
Address: 15346 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Douglas Wayne Andrews (seal)  
Name: Douglas Wayne Andrews  
Address: 15045 Yarmouth Rd  
Mint Hill, NC 28227

J. A. Fisher  
Witness

Signature Page for  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

Kath Brown (seal)  
Name: Keith Brown  
Address: 15339 Yarmouth Rd  
Mint Hill, NC 28227

[Signature]  
Witness

Rosalba Pons de Luca (seal)  
Name: ROSALBA PONS DE LUCA  
Address: 13817 Lymington Ct  
Mint Hill, NC 28227

[Signature]  
Witness

Timothy M Sorrels (seal)  
Name: Timothy M Sorrels  
Address: 13807 Lymington Ct  
Mint Hill, NC 28227

[Signature]  
Witness

Anthony DeVinis (seal)  
Name: Anthony DeVinis  
Address: 13800 Lymington Ct  
Mint Hill, NC 28227

[Signature]  
Witness

Karen R Joyce (seal)  
Name: Karen R Joyce  
Address: 13806 Lymington Ct  
Mint Hill, NC 28227

[Signature]  
Witness

Ken Joyce (seal)  
Name: Ken Joyce  
Address: 15300 Yarmouth Rd  
Mint Hill, NC 28227

[Signature]  
Witness

\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Signature Page for  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN

Beth Beune (seal)  
Name: \_\_\_\_\_  
Address: 15247 Bexley Pl  
Charlotte NC 28227

Aly J. Gant  
Witness

Aly J. Gant (seal)  
Name: \_\_\_\_\_  
Address: 15247 Bexley Pl  
Charlotte NC 28227

Aly J. Gant  
Witness

Mark Adams (seal)  
Name: MARK ADAMS  
Address: 15227 BEXLEY PL  
CHARLOTTE NC 28227

Aly J. Gant  
Witness

Howard Buddy Helms (seal)  
Name: Howard Buddy Helms  
Address: 15217 Bexley Pl  
Charlotte NC 28227

Aly J. Gant  
Witness

Deb Lowry (seal)  
Name: Deb Lowry  
Address: 15207 Bexley Pl  
28227

Aly J. Gant  
Witness

Victoria Schroeder (seal)  
Name: VICTORIA SCHROEDER  
Address: 15208 Bexley Pl.  
Charlotte, NC 28227

Aly J. Gant  
Witness

Jeff Goble (seal)  
Name: Jeff Goble  
Address: 15220 Bexley Pl.  
Charlotte, N.C. 28227

Aly J. Gant  
Witness

Signature Page for  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OXFORD GLEN**

*Vickie Mantel* (seal)  
Name: Vickie Mantel  
Address: 15200 BEXLEY PL  
CHARLOTTE, NC 28227

*Alex J. Gault*  
Witness

*Bob Roberts* (seal)  
Name: Bob Roberts  
Address: 15200 BEXLEY PLACE  
CHARLOTTE, NC 28227

*Alex J. Gault*  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

WITNESS NOTARY ACKNOWLEDGMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, HEATHER CHERI CRAVER, a notary public for the county and state aforesaid, do hereby certify that Tracey Chantry personally appeared before me this day and being first duly sworn stated that in her presence the owners listed below acknowledged the execution of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN:

Don Nicholas  
Nathan Hughes  
Carol Schiraldi  
Gloria Ralinson

Timothy L. Wood  
Tom Von Kessel  
Pam McWhirter  
AmySue Salvatore

Robert J. Brisley  
Trey Witle  
Eileen M. Adams

Tracey Chantry  
Tracey Chantry

I certify that the Signatory personally appeared before me this day, and (check one of the following)  I have personal knowledge of the identify of the Signatory; or  I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)  a driver's license or \_\_\_\_\_; or  a credible witness has sworn to the identity of the Signatory

Witness my hand and official stamp or seal, this the 15<sup>TH</sup> day of January, 2009.

Heather Cheri Craver  
Notary Public

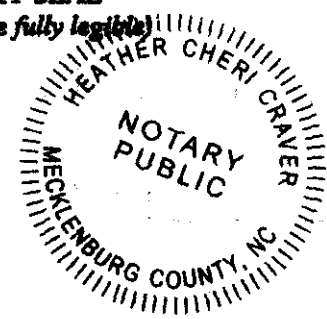
Print Name: HEATHER CHERI CRAVER

[Note: Notary Public must sign exactly as on notary seal]

My commission expires: NOV 9, 2010

NOTARY SEAL

(Must be fully legible)



WITNESS NOTARY ACKNOWLEDGMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Michelle Lisa Commander, a notary public for the county and state aforesaid, do hereby certify that AmySue Salvatore personally appeared before me this day and being first duly sworn stated that in her presence the owners listed below acknowledged the execution of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN:

Nancy White  
Kim Greene  
Essi Zamini  
Nancy H. Kemp

Jim Donovan  
Jerry Smith  
Caroline Orsillo

Jeremy Chapman  
Patty G. Smith  
Gaspar Otero

AmySue Salvatore  
AmySue Salvatore

I certify that the Signatory personally appeared before me this day, and (check one of the following)  I have personal knowledge of the identify of the Signatory; or  I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)  a driver's license or  ; or  a credible witness has sworn to the identity of the Signatory

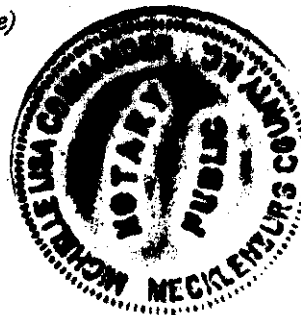
Witness my hand and official stamp or seal, this the 31 day of January, 2010

Michelle Lisa Commander  
Notary Public

Print Name: Michelle Lisa Commander  
[Note: Notary Public must sign exactly as on notary seal]

My commission expires: 7-28-2014

NOTARY SEAL  
(Must be fully legible)





WITNESS NOTARY ACKNOWLEDGMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Michelle Lisa Commander, a notary public for the county and state aforesaid, do hereby certify that Tim Jurosic personally appeared before me this day and being first duly sworn stated that in her presence the owners listed below acknowledged the execution of the **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN:**

Mercedes Ortega  
Nikki Ramsey  
Matt Dinkins  
Anna Medlock  
Mary Wargo

Robin Carroll  
Sherri Musselwhite  
C. Lee Proctor, Jr.  
Jim Boyles  
Teresa A. Cole

Sandi LeClair  
Erica Todd  
Edgar P. Kastner  
Ronda Avila

[Signature]  
Tim Jurosic

I certify that the Signatory personally appeared before me this day, and (check one of the following)  I have personal knowledge of the identify of the Signatory; or  I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)  a driver's license or   a credible witness has sworn to the identity of the Signatory

Witness my hand and official stamp or seal, this the 31 day of January, 2014

Michelle Lisa Commander  
Notary Public

Print Name: Michelle Lisa Commander  
[Note: Notary Public must sign exactly as on notary seal]

My commission expires: 7-28-2014

NOTARY SEAL  
(Must be fully legible)







WITNESS NOTARY ACKNOWLEDGMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Charity Dawn Bond, a notary public for the county and state aforesaid, do hereby certify that **Alex J. Ogorek, III** personally appeared before me this day and being first duly sworn stated that in her presence the owners listed below acknowledged the execution of the **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD GLEN:**

Beth Baine  
Deb Lowry  
Vickie Monteith

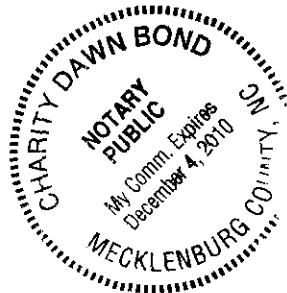
Mark Adams  
Victoria Schroeder  
Robert C. Roberts

Howard Buddy Helms  
Jeff Goble

Alex J. Ogorek, III  
Alex J. Ogorek, III

I certify that the Signatory personally appeared before me this day, and (check one of the following) \_\_\_\_\_ I have personal knowledge of the identify of the Signatory; or  I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)  a driver's license or \_\_\_\_\_; or \_\_\_\_\_ a credible witness has sworn to the identity of the Signatory

Witness my hand and official stamp or seal, this the 21 day of January, 2010 CB

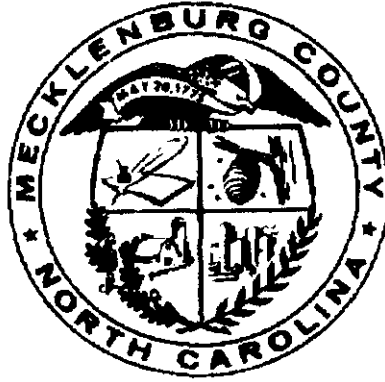


Charity Dawn Bond  
Notary Public

Print Name: Charity Dawn Bond  
[Note: Notary Public must sign exactly as on notary seal]

My commission expires: Dec. 4, 2010

NOTARY SEAL  
(Must be fully legible)



J. DAVID GRANBERRY  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

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