

**HIGHLAND PARK HOMEOWNERS ASSOCIATION**

*Cedar Management Group  
9500 Statesville Road  
Charlotte, North Carolina 28269  
704-644-8808*

\*\*\*\*\*

Dear Neighbors:

Re: Homeowners Signature Requirement for **Proposed, Amended, Supplemented and Restated DECLARATIONS OF COVENANTS, CONDITIONS, and RESTRICTIONS, and RULES & REGULATIONS FOR HIGHLAND PARK**

The Highland Park Homeowners Association ("HPHA") exists to improve the overall quality of life in the Highland Park Community. We achieve this mission by: building long-term residency; encouraging the preservation of our homes; supporting properly managed growth and development; enhancing safety and security; promoting volunteerism; combating community deterioration; and building community by uniting neighbors in a common cause.

Homeowners have the right to live in a community where the property is maintained according to established standards. Therefore, it is imperative that homeowners/tenants and their guests adhere to all HPHA rules and regulations. HPHA envisions a neighborhood that is considered by residents and non-residents alike to be a desirable place in which to live and enjoy the benefits of family, friends and community.

The documents governing homeowners associations, called the covenants, conditions and restrictions (CC&Rs), and bylaws and rules, need regular updating or revision to accommodate changing circumstances, comply with the latest law, and remove obsolete provisions. As a result, we have accordingly revised our documents. In doing so, we believe we have developed CC&Rs that are clearer and easier to follow.

HPHA's attorney, Chris Karrenstein, provided the board members general bylaw and declaration documents that are in use by homeowner associations in North Carolina. The board tailored these documents for Highland Park and the attorney reviewed the results. More specifically, Mr. Karrenstein added the legal areas of the documents and guided the board on how the members must approve the changes.

Article VII – General Provisions – Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to October 1, 2017 by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and by the Declarant, so long as the Declarant still owns any lots, **and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.**

The declaration is like the legal charter of the organization, we must have your vote, approval and signature to amend these governing documents. No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of the majority requirement which is ninety (90%) of the lots. A “yes” vote means that an owner agrees to abide by any and all of the regulations, restrictions, and stipulations within the documents. For your convenience we have included a Notary document that requires your signature and notary seal to approve and amend our Declarations, Rules and Regulations. The procedure for collection of this signed document is forthcoming. If you need further assistance please contact our management company.

Thank you for active engagement with the HPHA. We look forward to working together collectively to preserve the quality of life in our community.

  
\_\_\_\_\_  
Highland Park HOA Board President

July 12, 2016  
\_\_\_\_\_  
Date

# **HIGHLAND PARK RESTATED RULES AND REGULATIONS**

## **INTRODUCTION**

**These Rules and Regulations are supplemental and not inclusive of all restrictions and covenants contained in the DECLARATIONS, BY-LAWS and ARTICLES of INCORPORATION (Governing Documents). Association living requires the full cooperation of all residents. It is important that each owner/resident familiarize themselves with the following rules and regulations. It is the responsibility of each Owner to make their guests, residents, and tenants aware of the restrictions of the governing documents. However, it is the Owner, as the member of the Association that remains responsible for the conduct of tenants and guests.**

**To the extent these Rules and Regulations are inconsistent or in conflict with any provision contained in the GOVERNING DOCUMENTS the provision in the GOVERNING DOCUMENTS shall control.**

These Rules and Regulations are intended to provide guidance to Owners regarding matters of particular concern. Compliance with these Rules and Regulations as they pertain to the Architectural Review Committee is not the sole basis for review of applications and does not guarantee approval of any application. Decisions may be based on purely aesthetic considerations. Decisions are made on a case-by-case basis and although a modification or addition may be approved in one instance, there is no guarantee it will be approved again. Failure to comply with the items within the rules and regulations could cause penalties, fines as deemed appropriate by the board of directors.

## **BOARD**

The Board of Directors establishes and enforces these Rules, manages the financial affairs of the Association and oversees the operation and maintenance of the Association facilities and Common Area. In each of these areas, a contracted management company may assist the Board.

## **MANAGEMENT COMPANY**

The Association employs a professional management company to advise and assist the Board in carrying out its duties. The management company in turn contracts out various maintenance and repair work to service companies specialized in their respective fields. Association dues are collected and deposited in the Association 's account by the management company. Association bills are then paid out of this same account.

## **ARCHITECTURAL AND LANDSCAPE GUIDELINES**

The architectural guidelines for Highland Park are intended to establish design standards that will form the basis for good creative designs and neighborhood continuity. The guidelines are not intended to limit creativity or to place undue hardships upon renovating, remodeling or making additions to existing structures. The association shall have the specific right (but not an obligation) to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article. Notwithstanding anything contained within the Restated Declaration to the contrary, no Owner shall begin construction on, make improvements to, or facilitate exterior alteration to any Lot until specifications of alteration have been submitted to the Architectural Review Committee.

## **EXTERIOR MAINTENANCE**

Each Owner shall maintain the grounds and the Improvements situated on his, her, their or its Lot, including, but not limited to, plantings, landscaping, hedges, fencing, structures, walls, roofs, windows, sidings, lawns, driveways, driveway entrances, and any portion of any public drainage easement affecting such Lot as shown on any recorded map of the Property, at all times in a neat and attractive manner satisfactory to the Directors of the Association.

## **RESIDENTIAL USE**

All lots except community common area shall be known and described as residential lots and shall be used for no purpose other than residential purposes. Each Lot shall be used exclusively for (1) Single Family, non-transient residential purposes. No business and/or home based business that operates in violation of the Declaration Restrictions is permitted.

## **Article VII, Use Restrictions**

Whenever in these rules there is reference to Unit Owners such term shall be intended to apply to the Home Owner and his/her lot, to his/her tenants in residence, and to any guests, invites or licensees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the "Board", such reference shall include the Board and the management agent where such authority is delegated by the board to such management agent. There is also Special Restrictions affecting the Common Area, no obstructions of the common area, prohibition against dumping, liability for damage to common areas and prohibited conduct exist for all common areas.

**Section 1. Residential Purposes Only.** Each Lot shall be used exclusively for one (1) Single Family, non-transient residential purposes. "Single Family" shall be defined as no more than two (2) individuals unrelated by blood, adoption, marriage or other legal action. No business and/or home-based business that operates in violation of the following restrictions is permitted: 1) no business that has employees or independent contractors (other than the resident) working in

the home is permitted; 2) no business that requires additional business-related daily parking on a Lot or in the street is permitted; 3) no unusual and/or extra traffic is permitted; 4) no commercial vehicles, as defined in the Restated Declaration are allowed; 5) no business signs of any kind are permitted; and; 6) no type of home or dwelling wherein a person is paid for his or her supervisory role of another person is permitted (this provision shall not apply to any in home healthcare, childcare or adultcare for the benefit of an Owner or an Owner's dependent). Furthermore, it must not be apparent that a home-based business is being conducted. Garages, carports and parking spaces shall be used exclusively for the parking of passenger vehicles or light (i.e., non-commercial) vans or pickup trucks without visible equipment used for any commercial trade.

**Section 2. Building and Size Limitations.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family (as defined above) dwelling, not to exceed two and one-half stories in height and a private garage for each dwelling for not more than three (3) passenger vehicles and other accessory structures customarily incidental to the use of a residential dwelling. No residential structure having a total finished heated area of less than 1100 square feet shall be erected or placed on a Lot. Unintentional violations not exceeding ten percent (10%) of the minimum square footage requirements herein set forth shall not be considered a violation of this section.

**Section 3. Building Setback lines.** No building shall be located nearer to the front or side boundary lines than the building setback lines shown on the applicable recorded plat or located nearer to any property line than required by applicable zoning laws and other governmental requirements. Unintentional violations not exceeding ten percent (10%) of the minimum requirements herein set forth shall not be considered a violation of this section.

**Section 4. No Subdivision of Lots; No Time-Sharing.** There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot be granted any partition or subdivision thereof, except with the consent of the Association in situations where such partition is necessary to correct an encroachment, access, or landscaping defect or problem and where such partition does not result in the creation of additional Lots or structures and does not alter the general intent of the development scheme set forth herein. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessory interests in a Lot.

**Section 5. Temporary Structures.** No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Association or its designated agent or representative. This section shall not be applicable to temporary construction trailers and material storage facilities used during construction. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the Property shall be used as a residence at any time, nor shall any structure of a temporary character be used as a residence.

**Section 6. Restricted Actions by Owners/Nuisance.** Without limiting the remaining provisions of this Restated Declarations, no Owner shall permit anything to be done or kept on the Property which will result in the cancellation or increase in cost of any insurance carried by the Association or any other Owner or which would be in violation of any law. Each Owner shall comply with all laws, regulations, ordinances (including, without limitations, applicable zoning ordinances) and other governmental rules and restrictions applicable to such Owner's Lot. No unlawful activity shall be conducted on any Lot or in any part of the Property. Nothing shall be done on the Property that is an unreasonable annoyance, inconvenience or nuisance to any resident within the Property, or interferes with another Member's right of enjoyment of his Lot or property.

**Section 7. Antennae and Solar Panels.**

- (a) Antennae. No radio or other electrical towers, aerials, satellite dishes, antennae, or other devices of any type for the reception or transmission of radio broadcasts, television broadcasts, video programming services or other means of communication (collectively hereinafter "antennae(e)") shall be installed, erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. The foregoing prohibition shall not apply those antennae specifically allowed under 47 C.F. R Part 1, Subpart S, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time (hereinafter the "Over-the-Air Devices Rule").

However, any antennae allowed under the Over-the-Air Devices rule shall be subject to the following restrictions:

1. Ten (10) days prior to the actual installation, erection, construction or placement of any antennae on any Lot or upon any improvements thereon, Owners shall notify the Association via certified mail of their intent to install, erect, construct or place antennae upon their Lots or upon any improvements thereon.
2. Antennae shall be no more than one meter (39.37 inches) in diameter or diagonal measurement (except antennae used to receive television broadcasts are not subject to size restriction);
3. Antennae shall not be visible from the street facing the front of any Lot; and
4. Antennae shall be installed, erected, constructed or placed in the Association's Preferred Location as defined by rules and regulations Adopted by the Association.

The Association shall also be empowered to adopt rules and regulations governing the type of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to the safety, location and maintenance of antennae, historic preservation objectives and any other rules and regulations deemed necessary for the benefit, safety or welfare of the Association and its Members.

Each Owner shall indemnify the Association and hold the Association harmless for any personal injuries or property damage caused by the installation, maintenance or use of any antennae upon the Owner's own Lot or upon any improvements thereon. Any contractor employed by an Owner to install, erect, construct or place antennae shall have insurance to pay for any personal injuries or structural damage to the Property. Should any claims be necessary due to the actions of said contractor, the Owner shall assist the Association in obtaining the aforementioned insurance information.

- (b) Solar Panels. Although North Carolina law prohibits restrictions that prevent or have the effect of preventing the installation or placement of solar collectors that gather solar radiation as a substitute for traditional energy for water heating, active space heating, active space heating and cooling, passive heating, or generating electricity, the Association shall be empowered to adopt rules and regulations or restrictions concerning the location or screening of such collectors and any other rules and regulations or restrictions that are not contrary to North Carolina law concerning solar collectors.

**Section 8. Signs.** In addition to standard street and address identification numbers the following signs may be displayed on any Lot: a) One (1) professional sign of not more than one (1) square foot, b) One (1) sign of not more than five (5) square feet advertising the property for sale, and c) political signs provided that they are removed from the Lot within seven (7) days after the election. Any other signs need prior written approval from the Architectural Review Committee. No permanent signs are permitted. Provided, however, the foregoing shall not act to restrict or prohibit the Association from posting directional and other signs relating to the use of the Property. The Association promulgate Rules and Regulations regarding the size and number of all signs. Notwithstanding the foregoing, all signs erected and maintained on any Lot or Common Area must conform to all applicable governmental requirements. The Association shall have the right to install signs in the Common Areas.

**Section 9. 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 and other household pets, limited to three (3) in number (except for newborn offspring of such household pets which are under six (6) months of age), may be kept or maintained, provided they are not kept, bred or maintained for commercial purposes. All dogs must be contained, fenced, tied, or on a lead or leash within the Property or on any Lot. If the physical restraint used is a leash that requires a person to control the animal, the person using such restraint must be of sufficient age and physical size and have the ability to actually restrain the animal.

The Association may prohibit the keeping or require the removal of any dog or other animal from the Property which, after consideration of factors such as size, breed, and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole and absolute discretion, deems to be undesirable, a nuisance or a safety hazard. Each Owner shall be responsible for picking up and properly disposing his/her pet's waste on any Lot (including his/her own), Common Area and any publicly dedicated right-of-way. No dog run or kennel may be constructed or maintained on any Lot.

**Section 10. Waste and Garbage Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, lumber, compost, debris, trash or garbage. Waste of any nature shall not be kept on any Lot except on a temporary basis in garbage containers. Yard waste shall be placed at the curb on the day preceding collection in small, neat piles. Leaves must be placed in cans or untied bags. Tree limbs must be no longer than five (5) feet in length and no larger than four (4) inches in diameter. Bulky and junk items such as discarded furniture appliances and building materials must be scheduled for pick up with the waste removal service provider. The garbage and recycling containers shall only be placed on the street/curb at the earliest on the day before garbage pickup day and shall be removed from the street/curb immediately (no later than midnight of the day of collection after garbage/recycling has been picked up. Garbage receptacles are to be kept in a clean and sanitary condition and may not be stored in front of the home or visible from any street or other lot.

**Section 11. Fences.** No fencing shall be installed on any Lot without prior written approval from the Architectural Review Committee. Without limiting the requirements set forth herein, approval must be obtained for the location, height and materials of any fence. No fence may exceed six (6) feet in height. Chain link fencing is strictly prohibited. Split rail fencing with 2" x 2" mesh within, wrought iron fencing or fencing that mimics wrought iron, and vinyl fencing shall be allowed. Picket fences are allowed, but must be constructed so that the posts and support beams are located inside the fence facing the Owner's backyard. Any request for fencing to be replaced on a property line must be signed by all Owners whose property shares the property line. If all such Owners do not join in the request to place a fence on a property line, then such fence must be placed entirely within the Lot of the Owner applying for the fence approval.

**Section 12. Sight Distance at Intersections.** All Lots located at street intersections shall be landscaped so as to permit safe sight around the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain anywhere on the Property where it creates a traffic or sight problem or unsafe condition as determined by the Association.

**Section 13. Recreational Vehicles.** No motorboat, houseboat or other similar waterborne vehicle, any type of trailer, or any motor home or "camper" vehicle, or any type of equipment Relating to any of the foregoing, may be maintained, stored or kept on any portion of the Property, except in enclosed garages.

**Section 14. Parking of Passenger Vehicles.** The owner of each Lot will be responsible for providing on such Lot sufficient parking for all vehicles normally parked and/or situated on such Lot. No vehicles may be parked on a sidewalk or in any lawn, grass or landscaping area. All parking must be on the Lot on driveways or in garages. Utilization of Lot garage and driveway spaces must be at capacity prior to overflow parking on the street. Street parking will be allowed only occasionally and only by temporary guests and any such street parking must be in front of the applicable Owner's Lot only and may not block any mailbox, trash pickup area or any other Owner's driveway. Vehicles that are wrecked, used for other purposes than transportation of passengers, unsightly (as determined by the Board of Directors), unlicensed or not in operating condition may not be stored or situated within the Property unless stored in an enclosed garage.

**Section 15. Commercial Vehicles.** No commercial vehicles may be kept on any Lot and/or within the Common Areas without prior written approval from the Directors. Any commercial vehicle approved by the Directors to be kept on any Lot must be kept in a clean, well-maintained, orderly fashion so as not to be unsightly. Commercial vehicles are defined as: 1) any truck or vehicle with tonnage capacity in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; or 3) any vehicle used for providing services to another person or entity for a fee or profit. This definition does not include privately owned vehicles used solely for the purpose of transporting the owner (s) of such vehicles to a given business location. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. The Directors may from time to time develop Rules and Regulations regarding the parking of commercial vehicles.

**Section 16. Mailboxes.** Mailboxes must be consistent in style with the standard design existing within the neighborhood. All mailboxes must be maintained free from rust and in workable conditions and replaced or repaired when damaged.

**Section 17. Weapons.** The use or discharge of firearms, or the use of other weapons within or on the Property is prohibited. The term "weapon" includes, without limitations, "B-B" guns, pellet guns, knives, bows and arrows, paint ball guns, taser guns, slingshots and firearms of all types.

**Section 18. Outdoor Recreation Equipment.** The Architectural Review Committee may promulgate rules in the Design Guidelines ( as defined in Article VIII below) regarding any outdoor recreation equipment such as swing sets, trampolines, basketball goals, etc., or approval thereof may be determined case by case based on site and harmony with the community. Swing sets, trampolines and basketball goals must be approved in writing by the Architectural Review Committee prior to being placed on any Lot. Skateboard, bicycle or other ramps are prohibited within the Property. Bicycles must be stored in an enclosed area or garage at the end of use each day. Portable basketball goals visible from the street in front of the Lot must be stored in a garage or other location on the Lot so as to not be visible from the street in front of the Lot at the end of use each day.

**Section 19. Window Treatments and Curtains.** No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light, nor shall any Owner place or hang newspapers, bed sheets, cardboard, blankets, towels, or any similar item not customarily designed for window treatment in any window. Any interior blinds that have damage visible from the exterior of the dwelling must be replaced or repaired immediately.

**Section 20. Seasonal Decorations.** Any seasonal or holiday decorations, including lights, may be placed on the Lots not more than fifteen (15) days before the celebrated holiday and must be removed no later than ten (10) days after, except that December holiday decorations, including lights, may be placed on Lots from Thanksgiving of each year through January 15<sup>th</sup> of the following year.

## ARTICLE IX

### SPECIAL RESTRICTIONS AFFECTING COMMON AREA

**Section 1. Obstructions.** There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, or constructed or planted in, or removed from such areas, without the prior written consent from the Directors of the Association.

**Section 2. Prohibition Against Dumping.** No dumping of trash, garbage, grass clippings, yard waste, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed upon any Common Area, creek or creek side, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area. Owners of Lots adjacent to the Common Area shall maintain a ten-foot (10") buffer, where possible, adjacent to the Common Area. In addition, no excavating, parking, storage or disposal of anything will be allowed on any Common Area of the Association.

**Section 3. Damage to the Common Area.** Each Owner shall be liable to the Association for damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, contractors, employees or invitees. The Owner will be held responsible for any sums or costs expended by the Association to repair such damage, including applicable attorney's fees, and such sums or costs shall constitute an automatic lien against the Lot and enforced as allowed in Article V herein.

**Section 4. Prohibited Conduct.** All Common Areas (including walking trails, bridges and tiny tot lot) are closed from dusk to dawn. No loitering, vagrancy, illegal activity, or offensive activity shall occur on any Common Area. The Association shall have the right to enforce any City of Charlotte ordinances on the Common Areas including, but not limited to youth curfews.

**Law Violation** Nothing shall be done or maintained in any unit or in any common areas which will be in violation of any law. No noxious or offensive activity shall be carried on within or outside any unit nor shall anything be done or be permitted to remain in any unit or the common areas which may be or become a nuisance or annoyance to neighbors. No plants, animals, device or thing of any sort whose activities or existence in anyway is noxious, dangerous, unsightly, unpleasant, or of a nature that will diminish or destroy the enjoyment of the properties will be permitted.

**Leasing** Leasing must follow the criteria established by the Board. The Board may adopt reasonable rules regulating leasing and subleasing. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the board by the Unit Owner within five days of execution of the lease. The following rules must be adhered to when executing a lease within Highland Park:

- (a) Units may be rented only in their entirety; no fraction or portion may be rented.
- (b) There shall be no subleasing of units or assignment of leases unless prior written approval is obtained from the Board.
- (c) No transient tenants may be accommodated in a Unit.
- (d) The Unit Owner must make available to the lessee copies of the Declaration, By-Laws and Rules and Regulations of Highland Park.
- (e) When leasing a unit both the owner of the unit and the lessee will abide by the Covenants set forth in Highland Park Documents.
- (f) The initial term of a lease must be no less than twelve months.
- (g) The lessee is responsible for any fines should he/she/they violate any covenants that require a fine payment. If the lessee does not pay the fine in the allotted time, the unit owner shall pay the fine upon notification by the Board. Unpaid fines shall constitute a lien against the unit.
- (h) Any violation of the Highland Park governing documents is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and evict the lessee in accordance with North Carolina law.
- (i) The unit Owner may then assign to the Association, acting through the Board, the authority of enforcement against the lessee for breaches resulting from the violation of the governing documents.
- (j) The Association has the power to evict the lessee
- (k) The cost, including attorney's fees and court costs associated with the eviction shall be assessed against the Unit and Unit Owner.

**Guns** The discharge of firearms within the properties is prohibited. The term firearms includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

**Playgrounds/Tot lot** Any playground/Tot lot or other play areas or equipment furnished by the Association or erected by the Association within the properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

**Garage Sales** No garage sale, moving sale, rummage sale, auction or similar activity may be conducted in any Unit. Failure to comply with this ruling will result in a fine with the exception of the association's yearly community garage sale.

**Trade or Business** No trade or business may be conducted in any unit except that an owner or occupant residing in a unit may conduct business activities within the unit so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by, sight, sound or smell from outside the unit.
- (b) The business activity conforms to all zoning requirements for the Properties.
- (c) The business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties.
- (d) The business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Properties as may be determined in the sole discretion of the board.
- (e) The terms business and trade, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, with limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full time or part time, such activity is intended to or does generate a profit, or a license is required.
- (f) The leasing of a Unit shall not be considered a trade or business within the meaning of this section.

## **UNSIGHTLY CONDITIONS**

No exterior antennas, towers or solar panels or equipment shall be erected on any Lot attached to any structure on any Lot without the prior written consent of the Board. No radio or other electrical towers, aerials, satellite dishes, antennae or other devices of any type for the reception or transmission of radio broadcasts, television broadcasts, video programming services or other means of communication (collectively hereinafter "antenna(e)") shall be installed, erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. The foregoing prohibition shall not apply those antennae specifically allowed under 47C.F.R Part 1, Subpart S, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time (hereinafter the "Over the Air Devices Rule").

No statues, animal replicas or similar replicas or similar appurtenances shall be placed or erected in the front or side yard of any Lot without HPAC approval. No person may keep at any pets that are deemed dangerous due to breed or type that has been identified as "dangerous" or otherwise require their owners to implement special precautionary measures under provisions of any local animal control or other applicable law, regulation or ordinance.

## **MAINTENANCE OF LOT**

Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, including water or sewer casualties.

Yards shall be maintained to present a well-kept, neat appearance. No yard shall contain debris piles. Lawns shall be edged and raked, as needed, with grass clippings blown into the yard and not the sidewalk or street. Lawns shall not exceed ten (10) inches in height, as measured from the ground. Weeds are not to exceed the height of the surrounding lawn. Driveways shall be kept weed and grass free.

All bedded areas within a yard shall be maintained, so as to be weed-free and consistently covered with mulch, pine bark and pine straw. Landscape border materials are to be properly installed and appropriately maintained.



Drawn by and Mail to: Law Office of Chris Karrenstein, P.C.  
10590 Independence Pointe Parkway, Suite 200  
Matthews, NC 28105

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**Amended, Supplemented and Restated  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIGHLAND PARK**



TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
<b>Table of Contents</b>	<b>2</b>
<b>Article I: Definitions</b>	<b>4</b>
<b>Article II: Subject Property; Property Rights</b>	<b>6</b>
<b>Article III: The Association</b>	<b>7</b>
<b>Article IV: Membership and Voting Rights</b>	<b>8</b>
<b>Article V: Maintenance Assessments</b>	<b>9</b>
<b>Article VI: Exterior Maintenance</b>	<b>13</b>
<b>Article VII: Use Restrictions</b>	<b>14</b>
<b>Article VIII: Architectural Control</b>	<b>22</b>
<b>Article IX: Special Common Area Restrictions</b>	<b>28</b>
<b>Article X: Easements</b>	<b>28</b>
<b>Article XI: Insurance</b>	<b>30</b>
<b>Article XII: General Provisions</b>	<b>30</b>
<b>Exhibit "A": Property Description</b>	



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDED, SUPPLEMENTED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIGHLAND PARK**

THIS AMENDED, SUPPLEMENTED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND PARK SUBDIVISION is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by the Highland Park Homeowners Association, a North Carolina non-profit corporation, and the undersigned Owners of Lots within the properties of Highland Park, as previously defined by the Declaration of Covenants, Conditions and Restrictions for Highland Park, referenced below, along with any amendments and supplements thereto;

WITNESSETH:

WHEREAS, Ridge Road Partnership, a North Carolina corporation, as Declarant, together with Eastwood Construction Company, Inc. and The New Fortis Corporation have heretofore imposed covenants, conditions and restrictions upon that certain residential subdivision known as “Highland Park” as same is defined and described in various maps thereof which appear of record in the Mecklenburg County Public Registry and as set forth in Article II of the Declaration of Covenants, Conditions, and Restrictions recorded in Book 11201 at Page 479 in the Mecklenburg County Public Registry, as amended and supplemented in said public registry in Book 11674 at Page 964, Book 13986 at Page 246, Book 16633 at Page 492, Book 19871 at Page 149 and together with such additional amendments and supplements as may appear of record (which Declaration together with any previously recorded amendment and supplement thereof shall hereinafter collectively be referred to as “Existing Declaration”);

WHEREAS, the undersigned Owners desire to insure the aesthetics of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all properties within Highland Park;

WHEREAS, the Owners, as witnessed by their vote or written consent, deem it desirable to amend, supplement and restate the Existing Declaration, as referenced above, with a new Amended, Supplemented and Restated Declaration of Covenants, Conditions and Restrictions (“Restated Declaration”) so as to fulfill the objectives stated herein; and

WHEREAS, the aforesaid Existing Declaration expressly provides that it may be amended prior to October 1, 2017, by an instrument signed by ninety percent (90%) of the Owners of said Lots within Highland Park; and

WHEREAS, the votes or written consent by the undersigned persons represent ninety percent (90%) of the Owners of said Lots;

NOW THEREFORE, in consideration of the premises, the votes or written consent by the undersigned Owners, and in compliance with the provisions of the Existing Declaration and North Carolina General Statute §47F-1-102(d), Association and Owners do hereby amend, supplement and restate, as specifically set forth below, the Existing Declaration. This Restated Declaration shall have the same force and effect as the Existing Declaration and the conditions, covenants and restrictions described in the Restated Declaration shall run with the land and shall be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. In the case of any conflict between the Existing Declaration and this Restated Declaration, this Restated Declaration shall control.

## **ARTICLE I** **DEFINITIONS**

The following definitions shall apply to the terms listed below if these terms are used in capitalized form in this document or in the Bylaws or the Rules and Regulations promulgated by the Association.

**Section 1.** “Architectural Review Committee” shall mean a committee of not less than three (3) nor more than five (5) individuals appointed by the Association’s Board of Directors to review plans and specifications as provided in Article VIII hereof and to make the determinations provided in said Article. If no Architectural Review Committee is appointed, the Board of Directors will serve as the committee until one is appointed.

**Section 2.** “Association” shall mean and refer to Highland Park Homeowners Association, a North Carolina non-profit corporation, incorporated on or about July 26, 2002, its successors and assigns.

**Section 3.** “Board of Directors” or “Directors” shall mean those persons duly elected by the Members of the Association to serve or Members appointed to serve on the Board of Directors as directors to govern the Association in accordance with the governing documents.

**Section 4.** “Bylaws” shall mean the regulations and rules adopted by the Association for its internal governance as set forth in a separately executed document designated and captioned as such.

**Section 5.** “Common Area(s)” shall mean: 1) all real property now or hereafter owned by the Association for the common use and enjoyment of the Owners; and 2) all real property designated as “Common Area” shown on any plat of the Property heretofore or hereafter duly recorded in the Mecklenburg County Public Registry and made subject to the provisions of this Restated Declaration. All real property designated as “Common Area” shown

on any such plat of the Property shall be deemed “Common Area” both prior to its conveyance to the Association and after its conveyance to the Association.

**Section 6.** “Existing Property” shall mean and refer to the real property described in Article II, Section 1, hereof and identified therein as the “Existing Property”.

**Section 7.** “Highland Park” shall mean and refer to the Highland Park Subdivision and all the real property described the Exhibits recorded with this Restated Declaration or in the Existing Declaration and/or any recorded maps of the residential subdivision or parts thereof so named.

**Section 8.** “Improvement(s)” shall mean and include all buildings, storage sheds or areas, roofed structures, parking areas, loading areas, fences, walls, hedges, retaining walls, mass plantings, arbors, trellises, gazebos, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools and related structures, tree houses, children’s playhouses, swing sets, signs, exterior illumination, exterior antennae, earth satellite stations, microwave dishes, solar panels or other similar receiving, transmission or energy generating equipment, changes in any exterior color or shape, roofing materials or siding and any new exterior construction or exterior improvement which may not be included in any of the foregoing. The definition of Improvement(s) does not include garden shrub or tree replacement or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. The definition of Improvements does include both original Improvements and all later changes and repairs to Improvements.

**Section 9.** “Lot” shall mean and refer to any numbered plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Property, together with all structures and other improvements thereto, with the exception of any Common Area.

**Section 10.** “Member” or “Members” shall mean and refer to an Owner or Owners and each and every person or entity holding membership in the Association.

**Section 11.** “Owner” shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding contract purchasers and those having such interest in a Lot solely as security for the performance of an obligation.

**Section 12.** “Property” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Restated Declaration under the provisions of Article II hereof.

**Section 13.** “Rules and Regulations” shall mean and refer to the reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association, provided notice of such rules and regulations has been given to Owners in accordance with the requirements of this Restated Declaration.

**Section 14.** “Supplemental Declaration” shall mean and refer to a supplemental Declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing

additional property to the Property and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Restated Declaration.

**Section 15.** “Voting Power” shall mean and refer to the total number of votes held by Members whose membership at the time the determination of voting power is made has not been suspended in accordance with the provisions of this Restated Declaration or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting. All voting specifications and requirements shall apply to the entire Property.

**ARTICLE II**  
**PROPERTY SUBJECT TO DECLARATION**  
**PROPERTY RIGHTS**

**Section 1.** Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Restated Declaration is located in Mecklenburg County, North Carolina, and is more particularly described in the Exhibits which are attached hereto and are incorporated herein by this reference. This property is sometimes referred to herein as the “Existing Property”.

**Section 2.** Additions to Existing Property. Additional residential property (and Common Areas) which is contiguous to the Existing Property may be annexed to the Existing Property by the Association and brought within the scheme of this Restated Declaration and the jurisdiction of the Association with either the written consent of or votes in person or by proxy at a meeting, or any combination of the two, of two-thirds (2/3) the Members. The addition of such property authorized under this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property, which shall extend the operation and effect of the covenants, conditions and restrictions of this Restated Declaration to such additional property.

**Section 3.** Owner’s Rights to Use and Enjoy Common Areas. Except as limited by Section 4 of this Article and by Article III, below, every Owner shall have a non-exclusive right and easement to use the Common Areas and for access to and from his Lot over any streets comprising a portion of the Common Area (if any), established initially and in all future stages or sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to all provisions listed in this Restated Declaration.

**Section 4.** Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 3 of this Article may be exercised by members of the Owner’s family who occupy the residence of the Owner within the Property as their principal residence.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 3 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Property as their principal residence.

(c) Guests. Recreational facilities, if any, located on Common Areas situated upon the Property may be utilized by guests of Owners, tenants or contract purchasers subject to such Rules and Regulations governing said use, as may be established by the Directors or this Restated Declaration.

### **ARTICLE III THE ASSOCIATION**

The Association shall have the following rights:

(a) The right to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas to ensure the safety and rights of all Owners;

(b) The right to limit the use of recreational facilities (if any) situated upon the Common Areas to Owners who occupy a residence within the Property, and to their families, tenants, and guests as provided in Article II of this Restated Declaration or the Rules and Regulations of the Association;

(c) After Notice is given and the opportunity to be heard, the right to suspend an Owner's voting rights and an Owner's right(s) to and of the use of any Common Area for any period during which (i) any assessment against the Owner's Lot remains unpaid; (ii) any violation assessed against an Owner's property remains uncured; and (iii) for a reasonable period of time during which any infraction of the Association's published Rules and Regulations continues;

(d) The right to assess fines for any violation of this Restated Declaration or the Rules and Regulations of the Association and the right to collect any such fines as allowed in Article V of this Restated Declaration.

(e) The right to dedicate or transfer any part of the Common Areas or private water/sewer/storm drainage lines to any public agency, authority, or public or private utility. The Association shall have the right, power and authority to grant easements and right-of-ways for the installation and maintenance of drainage facilities and utilities, whether private, public or quasi-public, including but not limited to cable television, water, gas and sewer upon, over, under and across any Common Area without the consent of the Members when, in the sole opinion of the Directors of the Association, as applicable, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and, in the sole opinion of the Directors, such action will not unreasonably interfere with the overall use and enjoyment of the Common Areas. Further, this Subsection shall not preclude the Directors of the Association from conveying, at such purchase price as the Directors deem appropriate, strips or portions of the Common Areas to any Owner of a Lot in order to resolve any gap, gore, overlap or other boundary line conflict, or to make the Lot more usable, provided such conveyance is not opposed by more than eighty (80%) of the votes appurtenant to all Lots represented at a meeting in person or by proxy, and does not in the good faith judgment of the Directors adversely affect the overall use and enjoyment of the Common Areas .

(f) The right, with the assent of Members entitled to at least eighty (80%) percent of the votes appurtenant to all Lots represented at a meeting in person or by proxy, to mortgage, pledge, deed in trust or otherwise hypothecate or encumber any or all of its real or personal property as security for money borrowed or debts incurred;

(g) The right to grant easements over, across and under the Common Areas as provided in this Restated Declaration; and

(h) The right to impose and grant easements for ingress, egress, use and enjoyment over, in, to and throughout the Common Areas for the benefit of Association.

#### **ARTICLE IV** **MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Members.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Voting Rights.** The voting rights of the Membership shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one (1) person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall any Member be entitled to cast more than one vote per Lot owned by such Member.

Voting rights may be suspended by the Board of Directors for any Owner not in compliance with this Restated Declaration, Articles, Bylaws, or Rules and Regulations of the Association, after notice and opportunity to be heard as set forth in the applicable North Carolina Planned Community Laws.

**Section 3. Rules and Regulations of the Association.** The Directors shall have the power and authority to create Rules and Regulations to enable the Association to carry out the letter and intent of this Restated Declaration. The Rules and Regulations shall not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of enforcement of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the records of the Association or by providing such Rules and Regulations in any other manner requested in writing by any Owner as approved by the Directors of the Association. However, the Membership of the Association may amend or delete any one or more of the Rules and Regulations by an approved vote, pursuant to the provisions of this Restated Declaration and the Bylaws, in writing and signed by at least sixty-seven percent (67%) of the Membership.

Once the aforementioned procedures have been followed and Rules and Regulations have been published and distributed to the community, all Owners shall abide by all Rules and Regulations. The Directors shall have the power to enforce compliance with said Rules and

Regulations by all appropriate legal and equitable remedies, and any Owner violating such Rules and Regulations shall be subject to fines in addition to being liable to the Association for all damages and costs, including applicable attorney's fees, and administrative fees resulting from such violations. The Association must follow North Carolina General Statute 47F Violation Hearing procedures prior to imposing any fines.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) annual assessments or charges; 2) special assessments for capital improvements, repairs and maintenance, unexpected costs and other purposes; and 3) specific assessments including, but not limited to, fines and/or administrative fees, due to delinquency or a violation of this Restated Declaration and/or other applicable governing documents. Any such assessment or charge, together with interest, late charges, costs and applicable attorney's fees shall be a charge against the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment, together with interest, late charges, costs and applicable attorney's fees shall also be the personal obligation of the person(s), firm(s), or corporation(s) owning such Lot at the time when the assessment falls due, but such personal obligation shall not be imposed upon such Owner's successor in title unless expressly assumed by the successor in title, but such unpaid assessment charges shall continue to be a lien upon the Lot against which the assessment has been made. No Owner may exempt himself from payment of the assessments, or approved installments, by waiver of the use or by non-use of common facilities within the Property or by abandonment or leasing of his Lot.

**Section 2. Purposes of Assessments and Duties of Association.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, property maintenance and welfare of the residents of the Property and for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto, the costs of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the procurement and maintenance of insurance in accordance with this Restated Declaration and the Bylaws of the Association, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes and such other needs as may arise.

Without limiting the generality of the above-described purposes, the Association shall be responsible for performing the following in a diligent and reasonable manner and the assessments levied by the Association may be used for the following purposes:

(a) To maintain all Common Areas in accordance with the highest standards for such private facilities;

(b) To maintain all Common Areas in reasonably passable condition, free from fallen trees, undergrowth and other obstructions, and to keep dead, diseased or decaying trees, shrubs and bushes removed from such areas and to replace such items with new trees, shrubs and bushes as determined by the Directors. In addition, to keep such Common Areas clean and free from refuse and debris and to maintain all other amenities, if any, in a clean and orderly condition. To maintain any signs, monuments, structures, equipment or landscaping in good condition and appearance including any necessary removal and replacement of landscaping and including any irrigation system installed and its maintenance and the cost of the water, if any irrigation systems are installed;

(c) To pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(d) To pay the premiums on all hazard insurance, all public liability insurance carried by the Association and Directors' and Officers' insurance;

(e) To pay legal, management, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;

(f) To provide such maintenance in addition to that provided by the applicable governmental authorities with respect to public streets located within the Property as the Association shall deem appropriate, including the clearance of storm drainage inlets to remove debris; and

(g) To pay for the cost of street light lease or purchase charges, if any, for street lights located within public right-of-ways or Common Areas within the Property.

**Section 3. Maximum Annual Assessments.** The current maximum annual assessment for each Lot shall be the amount of the assessment at the time of the recording of this document, subject to the following provisions:

(a) The maximum annual assessment for each Lot may be increased or decreased by the Directors effective January 1<sup>st</sup> of each year without a vote of the Membership, but subject to the limitation that the percentage of any such increase shall not exceed ten (10%) percent of the maximum assessment for each Lot for the previous year without a vote of the Membership. In the event the maximum assessment for each Lot is not increased for any particular year or years, the percentage amount which it might have been increased for such year or years shall be added to the current maximum amount, to the effect that the maximum increase shall be cumulative for the current year and all prior years.

(b) From and after January 1<sup>st</sup> of the year immediately following the recording of this document, the maximum annual assessment may be increased in excess of the above maximum assessment set forth in paragraph (a) without limitation unless such increase is rejected by no less than fifty-one percent (51%) of the votes cast by the Members in attendance at a meeting duly called for this purpose in person or by proxy.

**Section 4. Annual Assessments: Ratification of Budgets.** The Board of Directors shall adopt a proposed budget at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget to the Members and shall give written notice of a meeting of the Members to consider ratification of the budget. Such meeting is to be held not sooner than ten (10) days nor more than sixty (60) days after the mailing of such notice. The meeting may, but need not be, combined with the annual meeting of the Members. Except as may be required by Section 9 of this Article V below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than ten (10%) percent than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least eighty (80%) percent of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Directors and ratified by the Members as set forth herein.

**Section 5. Special Assessments for Capital Improvements and Other Matters.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon any Common Area(s), including fixtures and personal property related thereto, any brick, stone wall or monument, or any private water, sewer or storm water drainage line owned by the Association; repayment of indebtedness and interest thereon; and/or providing funds to pay for unforeseen or unbudgeted expenditures, provided that any such assessment shall be subject to the same requirements as provided in Subsection 3(b) of this Article, and provided further that the Association shall in no event convey or subject to a security interest any portion of the Common Area(s) except in compliance with North Carolina General Statutes Chapter 47F of the North Carolina Planned Community Act.

**Section 6. Specific Assessments.** The Association may levy Specific Assessments, including, but not limited to, fines and/or administrative fees, due to delinquency or a violation of this Restated Declaration, against any particular Lot which is subject to the terms of this Restated Declaration. All such Specific Assessments, together with any previous assessments, late charges, interest (not to exceed the maximum legal rate), costs and applicable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made.

**Section 7. Reserves.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and those other portions of the Property that the Association is obligated to maintain.

Such reserve fund shall be established out of regular annual assessments and Capital Improvement real estate closing funds, if practicable. Otherwise, such reserve fund may be established out of special assessments.

A third party may be retained by the Board of Directors to identify all major common area components, the cost to repair/replace them, and their remaining life span; however, a reasonably competent and diligent visual inspection of the accessible areas of the major common area components which the Association is obligated to repair, replace, restore or maintain shall be conducted every three (3) years. A reserve study may be conducted by a third party who specializes in such matters. The results of such study and any funding plan associated with it shall be disclosed to the membership, but any allocations or projections are subject to the discretion of and revisions by the Board of Directors.

**Section 8. Collection.** Annual assessments and Special Assessments shall be collected annually or in installments as determined by the Directors of the Association.

**Section 9. Notice and Quorum for any Action Authorized Under Sections 3, 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 of this Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. Actions under Sections 3, 4 and 5 of this Article do not require the presence of a quorum.

**Section 10. Date of Commencement; Due Date; Certificate of Payment.** The annual assessment provided for herein shall commence as to all Lots on the day the Lot is first conveyed by deed to any Owner and thereafter shall be assessed as of January 1<sup>st</sup> of each year. The assessment made shall not exceed the maximum annual assessment set forth in Section 3 of this Article. The maximum annual assessment for each Lot may be increased or decreased by the Directors as provided in Section 3 of this Article. At least thirty (30) days before January 1<sup>st</sup> of each year, the Directors shall fix the amount of the annual assessment against each Lot and at least fifteen (15) days before January 1<sup>st</sup> of each year shall send via 1<sup>st</sup> class mail written notice of each assessment to every Owner of record subject thereto; provided, however, the failure of the Directors to establish such assessment amounts and to give notice thereof by such dates shall not prohibit the establishment of an increase at a later date nor prohibit the Association from collecting such assessment and/or increased assessment. Each Owner acknowledges that written notices and correspondences will be sent to the property address, unless the Owner notifies the Association in writing, United States registered or certified mail, postage prepaid, return receipt requested, of an alternate mailing address. The due dates for the payment of annual, special and specific assessments shall be established by the Directors. If any Lot Owner fails to receive an assessment notice by January 1<sup>st</sup> of the year the assessment is due, it becomes the Owner's responsibility to contact the Association and make arrangement for payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid.

**Section 11. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment(s) or charge(s) not paid within ten (10) days after the due date shall incur late charges in the amount of the maximum allowed by law, or twenty (\$20.00) dollars per month, whichever

is determined by the Board of Directors at the beginning of the fiscal year, and if not paid within thirty (30) days after the due date, shall bear interest from the due date at a minimum rate of eighteen (18%) percent per annum, or at the rate established by the Directors at the beginning of the fiscal year of the Association, not to exceed the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, late charges, costs and applicable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. Any foreclosure of the lien may be in such manner as is prescribed by the laws of the State of North Carolina for foreclosure of deeds of trust under powers of sale or may be in any other manner permitted by applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or other Property of the Association or by abandoning his Lot. It is the sole responsibility of each Owner to provide the Association any alternate address information, as stipulated in Section 10 of this Article.

**Section 12. Subordination of the Lien to Mortgages.** The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust filed prior to the lien.

**Section 13. Exempt Property.** All portions of the Property dedicated to, and accepted by, a local public authority shall be exempt from assessments. All Common Areas shall also be exempt from the assessments created herein. However, no land or improvements devoted to residential dwelling use shall be exempt from said assessments.

## **ARTICLE VI**

### **EXTERIOR MAINTENANCE**

**Section 1. Exterior Maintenance.** Each Owner shall maintain the grounds and the Improvements situated on his, her, their or its Lot, including, but not limited to, plantings, landscaping, hedges, fencing, structures, walls, retaining walls, roofs, windows, siding, lawns, driveways, driveway entrances, and any portion of any public drainage easement affecting such Lot as shown on any recorded map of the Property, at all times in a neat and attractive manner satisfactory to the Directors of the Association.

Without limiting any provisions herein: The Owners shall maintain their mailboxes in an upright, orderly and unbroken condition; keep their Improvements free from peeling paint, damaged siding or trim; keep all grass cut to twelve (12) inches or less; and take active measures in protecting their lawn and planting beds from weeds and weed germination. Owners shall also remove any mud or mold stains and any construction discoloration from any part of any Improvement. Upon completion of any Improvement an Owner shall immediately begin to re-establish any lawn and landscaping. The front door color must match the color of the shutters on

a house. Any dead trees, shrubs, hedges or plants shall be removed from a Lot. All vegetation has to be trimmed and pruned on a regular basis so as to maintain a manicured appearance. All Improvements must at all times be in good repair and appearance.

Without limiting any provision herein, each Owner is required to maintain any strip of land in the public right-of-way located between such Owner's property line and the street curb.

**Section 2. Remedies of the Association.**

(a) Upon an Owner's failure to do any of the above, the Association may, at its option, after approval by a majority vote of the Directors and after giving the Owner ten (10) days written notice sent to the property address, or alternate mailing address, if any, have the grass, weeds, shrubs and vegetation mowed, cut, cleaned, sprayed or pruned when and as often as the same is necessary in its judgment; have dead trees, shrubs and plants removed from such Lot and replaced; have any portion of the Lot re-sodded or landscaped; repair or replace all or any portion of the driveway entrance, any bridge or driveway; and maintain, repair or replace all or any portion of any public drainage easement located on such Lot. The cost of any of the work performed by the Association together with applicable attorney's fees, if any, upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed and the personal obligation of the then Owner of such Lot, collectible in a lump sum and secured by a lien against the Lot, which may be enforced as provided in Article V of this Restated Declaration.

(b) Upon an Owner's failure to maintain the exterior of any structures located on any Lot, including, without limitation, the roof, walls, fences, retaining walls, siding, trim, foundation, sheds, mail boxes, or any structures erected on a Lot in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Directors and after giving the Owner thirty (30) days written notice sent to the property address or alternate mailing address, if any, via 1<sup>st</sup> class mail or overnight express, make repairs thereto and improve the appearance thereof in a reasonable and workmanlike manner. The cost of any of the work performed by the Association together with applicable attorney's fees, if any, upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot, which may be enforced as provided in Article V of this Restated Declaration.

Any entry on a Lot by the Association, its agents or employees, between the hours of 8:30 a.m. and 6:00 p.m. or during other hours in the case of an emergency to perform the maintenance and repairs set forth herein shall not be deemed a trespass, and an easement for such entry is hereby granted.

**ARTICLE VII**  
**USE RESTRICTIONS**

**Section 1. Residential Purposes Only.** Each Lot shall be used exclusively for one (1) Single Family, non-transient residential purposes. "Single Family" shall be defined as no more

than two (2) individuals unrelated by blood, adoption, marriage or other legal action. No business and/or home-based business that operates in violation of the following restrictions is permitted: 1) no business that has employees or independent contractors (other than the resident) working in the home is permitted; 2) no business that requires additional business-related daily parking on a Lot or in the street is permitted; 3) no unusual and/or extra traffic is permitted; 4) no commercial vehicles, as defined in this Restated Declaration, are allowed; 5) no business signs of any kind are permitted; and 6) no type of home or dwelling wherein a person is paid for his or her supervisory role of another person is permitted (this provision shall not apply to any in home healthcare, childcare or adultcare for the benefit of an Owner or an Owner's dependent). Furthermore, it must not be apparent that a home-based business is being conducted. Garages, carports and parking spaces shall be used exclusively for the parking of passenger vehicles or light (i.e., non-commercial) vans or pickup trucks without visible equipment used for any commercial trade.

**Section 2. Building and Size Limitations.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family (as defined above) dwelling, not to exceed two and one-half stories in height and a private garage for each dwelling for not more than three (3) passenger vehicles and other accessory structures customarily incidental to the use of a residential dwelling. No residential structure having a total finished heated area of less than 1100 square feet shall be erected or placed on a Lot. Unintentional violations not exceeding ten percent (10%) of the minimum square footage requirement herein set forth shall not be considered a violation of this section.

**Section 3. Building Setback Lines.** No building shall be located nearer to the front or side boundary lines than the building setback lines shown on the applicable recorded plat or located nearer to any property line than required by applicable zoning laws and other governmental requirements. Unintentional violations not exceeding ten percent (10%) of the minimum setback requirements herein set forth shall not be considered a violation of this section.

**Section 4. No Subdivision of Lots; No Time-Sharing.** There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot be granted any partition or subdivision thereof, except with the consent of the Association in situations where such partition is necessary to correct an encroachment, access, or landscaping defect or problem and where such partition does not result in the creation of additional Lots or structures and does not alter the general intent of the development scheme set forth herein. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessory interests in a Lot.

**Section 5. Temporary Structures.** No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Association or its designated agent or representative. This section shall not be applicable to temporary construction trailers and material storage facilities used during construction. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the Property shall be used as a residence at any time, nor shall any structure of a temporary character be used as a residence.

**Section 6. Restricted Actions by Owners/Nuisance.** Without limiting the remaining provisions of this Restated Declaration, no Owner shall permit anything to be done or kept on the Property which will result in the cancellation or increase in cost of any insurance carried by the Association or any other Owner or which would be in violation of any law. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions applicable to such Owner's Lot. No unlawful activity shall be conducted on any Lot or in any part of the Property. Nothing shall be done on the Property that is an unreasonable annoyance, inconvenience or nuisance to any resident within the Property, or interferes with another Member's right of enjoyment of his Lot or property.

**Section 7. Antennae and Solar Panels.**

(a) **Antennae.** No radio or other electrical towers, aerials, satellite dishes, antennae or other devices of any type for the reception or transmission of radio broadcasts, television broadcasts, video programming services or other means of communication (collectively hereinafter "antenna(e)") shall be installed, erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. The foregoing prohibition shall not apply those antennae specifically allowed under 47 C.F.R Part 1, Subpart S, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time (hereinafter the "Over-the-Air Devices Rule").

However, any antennae allowed under the Over-the-Air Devices rule shall be subject to the following restrictions:

1. Ten (10) days prior to the actual installation, erection, construction or placement of any antennae on any Lot or upon any improvements thereon, Owners shall notify the Association via certified mail of their intent to install, erect, construct or place antennae upon their Lots or upon any improvements thereon.
2. Antennae shall be no more than one meter (39.37 inches) in diameter or diagonal measurement (except antennae used to receive television broadcasts are not subject to size restriction);
3. Antennae shall not be visible from the street facing the front of any Lot; and
4. Antennae shall be installed, erected, constructed or placed in the Association's Preferred Location as defined by rules and regulations adopted by the Association.

The Association shall also be empowered to adopt rules and regulations governing the type of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to the safety, location and maintenance of antennae, historic preservation objectives and any other rules and regulations deemed necessary for the benefit, safety or welfare of the Association and its Members.

Each Owner shall indemnify the Association and hold the Association harmless for any personal injuries or property damage caused by the installation, maintenance or use of any antennae upon the Owner's own Lot or upon any improvements thereon. Any contractor employed by an Owner to install, erect, construct or place antennae shall have insurance to pay for any personal injuries or structural damage to the Property. Should any claims be necessary due to the actions of said contractor, the Owner shall assist the Association in obtaining the aforementioned insurance information.

(b) Solar Panels. Although North Carolina law prohibits restrictions that prevent or have the effect of preventing the installation or placement of solar collectors that gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating, or generating electricity, the Association shall be empowered to adopt rules and regulations or restrictions concerning the location or screening of such collectors and any other rules and regulations or restrictions that are not contrary to North Carolina law concerning solar collectors.

**Section 8. Signs.** In addition to standard street and address identification numbers (the type and style of which are regulated by the Association pursuant to its published Rules and Regulations), the following signs may be displayed on any Lot: a) One (1) professional sign of not more than one (1) square foot, b) One (1) sign of not more than five (5) square feet advertising the property for sale, and c) political signs provided that they are removed from the Lot within seven (7) days after the election. Any other signs need prior written approval from the Architectural Review Committee. No permanent signs are permitted. Provided, however, the foregoing shall not act to restrict or prohibit the Association from posting directional and other signs relating to the use of the Property. The Association may promulgate Rules and Regulations regarding the size and number of all signs. Notwithstanding the foregoing, all signs erected and maintained on any Lot or Common Area must conform to all applicable governmental requirements. The Association shall have the right to install signs in the Common Areas.

**Section 9. 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 and other household pets, limited to three (3) in number (except for newborn offspring of such household pets which are under six (6) months of age), may be kept or maintained, provided they are not kept, bred or maintained for commercial purposes. All dogs must be contained, fenced, tied, or on a lead or leash within the Property or on any Lot. If the physical restraint used is a leash that requires a person to control the animal, the person using such restraint must be of sufficient age and physical size and have the ability to actually restrain the animal. The Association may prohibit the keeping or require the removal of any dog or other animal from the Property which, after consideration of factors such as size, breed, and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole and absolute discretion, deems to be undesirable, a nuisance or a safety hazard. Each Owner shall be responsible for picking up and properly disposing his pet's waste on any Lot (including his own), Common Area and any publicly dedicated right-of-way. No dog run or kennel may be constructed or maintained on any Lot.

**Section 10. Waste and Garbage Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, lumber, compost, debris, trash or garbage. Waste of any nature shall not be kept on any Lot except on a temporary basis in garbage containers. Yard waste shall be placed at the curb on the day preceding collection in small, neat piles. Leaves must be placed in cans or untied bags. Tree limbs must be no longer than five (5) feet in length and no larger than four (4) inches in diameter. Bulky and junk items such as discarded furniture, appliances and building materials must be scheduled for pickup with the waste removal service provider. The garbage and recycling containers shall only be placed on the street/curb at the earliest on the day before garbage pickup day and shall be removed from the street/curb immediately (no later than midnight of the day of collection) after garbage/recycling has been picked up. Garbage receptacles are to be kept in a clean and sanitary condition and may not be stored in front of the home or visible from any street or other Lot.

**Section 11. Fences.** No fencing shall be installed on any Lot without prior written approval from the Architectural Review Committee. Without limiting the requirements set forth herein, approval must be obtained for the location, height and materials of any fence. No fence may exceed six (6) feet in height. Chain link fencing is strictly prohibited. Split rail fencing with 2" x 2" mesh within, wrought iron fencing or fencing that mimics wrought iron, and vinyl fencing shall be allowed. Picket fences are allowed, but must be constructed so that the posts and support beams are located inside the fence facing the Owner's backyard. Any request for fencing to be placed on a property line must be signed by all Owners whose property shares the property line. If all such Owners do not join in the request to place a fence on a property line, then such fence must be placed entirely within the Lot of the Owner applying for the fence approval.

**Section 12. Sight Distance at Intersections.** All Lots located at street intersections shall be landscaped so as to permit safe sight around the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain anywhere on the Property where it creates a traffic or sight problem or unsafe condition as determined by the Association.

**Section 13. Recreational Vehicles.** No motorboat, houseboat or other similar waterborne vehicle, any type of trailer, or any motor home or "camper" vehicle, or any type of equipment relating to any of the foregoing, may be maintained, stored or kept on any portion of the Property, except in enclosed garages.

**Section 14. Parking of Passenger Vehicles.** The Owner of each Lot will be responsible for providing on such Lot sufficient parking for all vehicles normally parked and/or situated on such Lot. No vehicles may be parked on a sidewalk or in any lawn, grass or landscaping area. All parking must be on the Lot on driveways or in garages. Utilization of Lot garage and driveway spaces must be at capacity prior to overflow parking on the street. Street parking will be allowed only occasionally and only by temporary guests and any such street parking must be in front of the applicable Owner's Lot only and may not block any mailbox, trash pickup area or any other Owner's driveway. Vehicles that are wrecked, used for other purposes than transportation of passengers, unsightly (as determined by the Board of Directors), unlicensed or not in operating condition may not be stored or situated within the Property unless stored in an enclosed garage.

**Section 15. Commercial Vehicles.** No commercial vehicles may be kept on any Lot and/or within the Common Areas without prior written approval from the Directors. Any commercial vehicle approved by the Directors to be kept on any Lot must be kept in a clean, well-maintained, orderly fashion so as not to be unsightly. Commercial vehicles are defined as: 1) any truck or vehicle with tonnage capacity in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; or 3) any vehicle used for providing services to another person or entity for a fee or profit. This definition does not include privately owned vehicles used solely for the purpose of transporting the owner(s) of such vehicles to a given business location. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. The Directors may from time to time develop Rules and Regulations regarding the parking of commercial vehicles.

**Section 16. Mailboxes.** Mailboxes must be consistent in style with the standard design existing within the neighborhood. All mailboxes must be maintained free from rust and in workable conditions and replaced or repaired when damaged.

**Section 17. Weapons.** The use or discharge of firearms, or the use of other weapons within or on the Property is prohibited. The term “weapon” includes, without limitation, “B-B” guns, pellet guns, knives, bows and arrows, paint ball guns, taser guns, slingshots and firearms of all types.

**Section 18. Outdoor Recreation Equipment.** The Architectural Review Committee may promulgate rules in the Design Guidelines (as defined in Article VIII below) regarding any outdoor recreation equipment such as swing sets, trampolines, basketball goals, etc., or approval thereof may be determined case by case based on site and harmony with the community. Swing sets, trampolines and basketball goals must be approved in writing by the Architectural Review Committee prior to being placed on any Lot. Skateboard, bicycle or other ramps are prohibited within the Property. Bicycles must be stored in an enclosed area or garage at the end of use each day. Portable basketball goals visible from the street in front of the Lot must be stored in a garage or other location on the Lot so as to not be visible from the street in front of the Lot at the end of use each day.

**Section 19. Window Treatments and Curtains.** No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light, nor shall any Owner place or hang newspapers, bed sheets, cardboard, blankets, towels, or any similar item not customarily designed for window treatment in any window. Any interior blinds that have damage visible from the exterior of the dwelling must be replaced or repaired immediately.

**Section 20. Seasonal Decorations.** Any seasonal or holiday decorations, including lights, may be placed on the Lots not more than fifteen (15) days before the celebrated holiday and must be removed no later than ten (10) days after, except that December holiday decorations, including lights, may be placed on Lots from Thanksgiving of each year through January 15 of the following year.

**Section 21. Outbuildings.** No outbuilding shall be erected on any Lot without the written approval of the Architectural Review Committee. No such building shall be larger than ten (10) feet x ten (10) feet of floor space, unless a greater size is approved by the Architectural Review Committee. The maximum height allowed for any outbuilding is nine (9) feet at the tallest point, with a maximum side wall height of six (6) feet, unless a taller building is approved by the Architectural Review Committee. No more than one (1) outbuilding is permitted per Lot. All such buildings shall a) be situated on the rear third (1/3) of the Lot, b) be situated at least five (5) feet from any Lot boundary line, c) be screened from view from the street and neighboring lots by a landscaping plan, and d) contain sufficient clearance on all sides to permit appropriate maintenance. All outbuildings must conform to and be in harmony with the dwelling on the applicable Lot.

**Section 22. Swimming Pool.** No outdoor “in-ground” swimming pool, hot tub, Jacuzzi, sauna or spa shall be installed or erected on any Lot until the plans and specifications for same showing the nature, kind, shape, materials, height and location of the same shall have been approved in writing by the Architectural Review Committee. The pool equipment shall be screened, housed or stored underground. All governmental requirements and restrictions applicable to swimming pools and similar structures shall be applicable to the construction and operation of swimming pools and similar structures on any Lot and approval by the Architectural Review Committee shall in no way relieve the Owner of the responsibility and obligation to comply with such governmental requirements. In no event will “above-ground pools” be allowed. “Above-ground pool”, for the purpose of this Restated Declaration, shall be defined as any pool that is not set completely in ground and that cannot be emptied and stored away at the end of use each day. Any “Kiddie Pool” (portable pool that can be emptied and stored away at the end of use each day) shall be emptied and stored away at the end of use each day and shall not be used in the front or side yard of the Lot.

**Section 23. Air Conditioning Equipment.** No air conditioning or heating apparatus shall be installed on the ground in front of any residence on a Lot. No air conditioning or heating apparatus shall be attached to any wall or window of a residence on a Lot. No window unit air conditioners or window fans are permitted.

**Section 24. Landscaping.** Without limiting the provisions of Article VI, above, each Lot inclusive of driveways, sidewalks, and the surface of each Lot, whether occupied or unoccupied, shall be free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris and shall be kept in a neat, clean and attractive condition at all times. All Improvements, as well as existing structures, erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of repair. At no time may trash, rubbish, debris of any type inclusive of grass clippings and branches be dumped on any portion of any Lot or Common Area(s) within the Property. Storage of unsightly materials of any kind, including, but not limited to, broken appliances, broken furniture, yard equipment, yard tools, outside toys, lumber, and dead plants, behind a fence or perimeter hedge is prohibited if such item is visible from any street, neighboring Lot or Common Area.

**Section 25. Tenants and Rental.**

Any Lot Owner may contact the Association in writing for written approval to lease or rent out a Lot, provided such Owner has owned the Lot at issue for at least 365 consecutive days and has resided therein for such time. At no time shall more than ten percent (10%) of the Lots in the neighborhood be approved for rental at any one time (“Rental Quota Restriction”). The Association shall keep and maintain a list of rented Lots and create Rules and Regulations governing the placement of Owners on such list. Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy any facilities on the Common Area(s) during the period the Lot is occupied by such tenant.

Owners of Lots may allow an immediate family member to reside at a Lot in an Owner’s absence, without being counted in the rental quota. In the event that the Rental Quota Restriction has already been met and there are no openings to allow for a rental, a Lot Owner may place his, her, their or its name upon a waiting list, which shall be located at the office of the property management company employed by the Association, or another location, as determined by the Board of Directors. Such requests to be on the waiting list must be made in accordance with the rental quota leasing process and procedure established in this Section. Available rental placements on the waiting list will be filled on a “first come-first serve” basis.

Under the Rental Quota Restriction, the Owner of any Lot that is approved for rental shall have one hundred and eighty (180) days following the expiration of any lease for said approved rental during which to renew the lease already in place or to secure a new lease for such Lot. If any Owner is unable to secure a renewal or a new lease within the one hundred and eighty (180) day period, said Owner shall lose his, her, their or its approved status and any further rental of such Lot shall be subject to re-application.

If the Rental Quota has been met, thus making the opportunity for rental unavailable, and an Owner is faced with a serious financial hardship, said Owner can appeal to the Association in writing to request an exception with regards to Rental Quota Restriction. It is in the Directors’ sole discretion whether or not any such exception shall be allowed, and there is no requirement for the Directors to approve such request, even if they have done so previously.

All leases must be for a term of twelve (12) months, no more not less, except that additional one (1) year consecutive renewals are permitted to the same tenant with notification to the Association and submittal of the required documents as stated herein. The Board may adopt Rules and Regulations to govern the rental quota leasing process and procedures and shall, if adopted, make the Rules and Regulations available to all Members of the Association.

No Lot Owner shall lease or rent less than the entire Lot to a tenant and shall not lease or rent a Lot to more than one (1) single family, defined as a family unit comprised of no more than two (2) individuals unrelated by blood, adoption, marriage or other legal action. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between any Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration and the Bylaws and that any failure by the tenant to comply with such provisions shall be a default under the rental

agreement or lease and cause for eviction from the property. However, the failure of any lease or rental agreement to so provide shall not excuse any Owner, tenant or person on the Property from complying with the provisions of this Declaration and the Bylaws.

On or before the fifth (5<sup>th</sup>) business day after the earlier of the full execution of any lease or rental agreement for a Lot or occupancy of any Lot by any tenant, the Owner of said Lot shall deliver the following to the Association in writing:

- (1) the name of the tenant, number of occupants, and the address of the rented or leased Lot;
- (2) the current address and telephone number of the Owner renting or leasing said Lot;
- (3) a true and complete copy of the lease or rental agreement (Owner may remove financial information prior to submission);
- (4) the certification of the Owner, and signed by the tenant(s), that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he, she, they or it may have thereunder as a tenant;
- (5) the name, address and telephone number of the property manager (if any); and
- (6) Vehicle license plate numbers and vehicle description for the tenant(s)' vehicles.

In no event shall any lease or rental agreement release or relieve an Owner from the proper maintenance of the Lot, or the obligation to pay regular, special and specific assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement. In addition, the Owner must notify the Association in writing within ten (10) business days of any changes to his address and telephone number.

There shall be no time-sharing or other co-ownership that allows multiple Owners sequential possessory interests in a Lot, nor shall sub-leasing be permitted.

## **ARTICLE VIII** **ARCHITECTURAL CONTROL**

### **Section 1. Architectural Control.**

(a) Notwithstanding anything contained within this Restated Declaration to the contrary, no Owner shall begin construction on, make improvement to, or facilitate exterior alteration to any Lot until specifications of alteration as follows have been submitted to the Architectural Review Committee: 1) the location of any proposed construction, alteration or Improvement, which specifications shall include, in addition to the actual building site of a dwelling or structure and its appurtenances, any staking, clearing, excavation, grading or other site work; 2) the location of any initial installation of any landscaping, plantings, trees or shrubs or any material alterations thereto, other than general maintenance of landscaping located pursuant to previously approved landscaping plans, and/or 3) the location, type and nature of any modification, change or alteration to any Lot or dwelling thereon, whether functional or

decorative, including the type or size thereof, materials to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof. All proposed locations of the dwelling or structure, garage and driveway upon any Lot must be approved in writing by the Architectural Review Committee, and copies of said approved plans, specifications and details must be filed with said Architectural Review Committee. Generally, homes must be consistent in design with the other homes within the Property and of construction materials and with rooflines consistent with the Design Guidelines as may be established by the Directors or Architectural Review Committee from time to time. In determining acceptable construction materials, which determination shall be in the Directors' or Architectural Review Committee's sole discretion, the Directors or Architectural Review Committee may take into consideration the desire for aesthetic appeal and long-term value both in utility and appearance. The Board of Directors or Architectural Review Committee shall also determine, in its sole discretion, those Lots which are considered to be in highly visible locations and factor this determination into any approval decision. The Directors or Architectural Review Committee may refuse approval of plans, location, exterior colors, finish, or specifications for any reason, including purely aesthetic reasons, which in the sole discretion of the Directors or Architectural Review Committee shall be deemed unacceptable. The Association shall have the power and authority to promulgate Rules and Regulations to enable the Association to carry out the letter and intent of this Article.

(b) The Association expressly reserves unto the Architectural Review Committee, the sole and exclusive right to approve the grade at which any dwelling shall hereafter be erected, or placed on a Lot (subject only to compliance with the regulations of public authorities having control thereof).

(c) The procedure to be followed by an Owner in obtaining approval from the Architectural Review Committee is set forth in Section 4 of this Article.

**Section 2. Jurisdiction.** The Architectural Review Committee is authorized and empowered to consider and review any and all aspects of the construction or alteration of any Improvement(s) on a Lot which may, in the reasonable opinion of the Architectural Review Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Lot(s) or the Property.

**Section 3. Enforcement.**

(a) The Association shall have the specific right (but not an obligation) to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Lot to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved Improvements if such Improvements were commenced or constructed in violation of this Restated Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a specific

assessment against the Owner and Lot upon which such Improvement(s) was/were commenced or constructed.

**Section 4. Procedure.** No Improvement of any kind or nature shall be erected, remodeled or placed on any Lot until two (2) sets of the plans and specifications therefore and a site plan, including depiction of driveways, walkways, alleys, lawn areas, landscaping, and drainage patterns therefore have been submitted to and approved in writing by the Architectural Review Committee, as to:

(a) quality of workmanship and materials, adequacy of site dimensions and alignment of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

(c) other standards set forth within this Restated Declaration (and any amendments hereto) or as may be set forth within guidelines promulgated by the Architectural Review Committee, or matters in which the Architectural Review Committee has been vested with the authority to render a final interpretation and decision.

Final plans and specifications for all Improvements proposed to be constructed on a Lot shall be submitted in duplicate to the Architectural Review Committee for approval or disapproval. The Association may charge a fee, not to exceed thirty dollars (\$30.00), for the review of plans submitted. The Architectural Review Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Review Committee, one (1) complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or his designated representative and the remaining set will be filed in the offices of the Association. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Architectural Review Committee pursuant hereto, one (1) set of plans and specifications shall be returned to the Lot Owner marked "Disapproved," accompanied by a statement in reasonable detail of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being unacceptable. The Owner may thereafter resubmit, in accordance with the provisions of this Section 4, such plans and specifications setting forth the required changes to the Architectural Review Committee for its approval prior to commencing any Improvement. Any modification or change to any approved set of plans and specifications must again be submitted in duplicate to the Architectural Review Committee for its inspection and approval. The Architectural Review Committee's approval or disapproval shall be in writing. Once the Architectural Review Committee has approved the plans and specifications for the Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion and if such construction has not begun within the time period allotted by the Architectural Review Committee upon approval of the plans and specifications, such approval shall be deemed rescinded and before construction of Improvements can thereafter be commenced on the Lot in question, the plans and specifications therefore must again be approved by the Architectural Review Committee pursuant to this Article. If construction has begun and cannot be completed within the time allotted by the

Architectural Review Committee, the Owner must submit in writing a subsequent completion date. However, the Architectural Review Committee shall have the right to approve, disapprove or grant an alternate completion date.

The plans and specifications as referred to in the preceding paragraph shall mean the following; (a) final floor plans and schematic floor plans; (b) final elevations showing all sides; (c) all material selections and color selections; (d) schematic site plan; and (e) final survey.

The Architectural Review Committee may refuse approval of plans, location, exterior color or finish or specifications for purely aesthetic reasons or the opinion that such approval would adversely affect the living enjoyment of any Owner(s) or the general value of the Property.

**Section 5. Design Guidelines.** The Architectural Review Committee may, from time to time, publish and promulgate Design Guidelines (herein so called) and such Design Guidelines shall be explanatory of the general intent of the development of the Property and shall be intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. The Design Guidelines, which shall be fair, reasonable and uniformly applied in regard to the Lots and shall carry forward the spirit and intention of these covenants, conditions and restrictions and shall supplement these covenants, conditions and restrictions and are incorporated herein by reference. The Architectural Review Committee shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years, and use its best efforts to balance the equities between matters of taste and design and use of private property. However, such Design Guidelines shall not be binding upon the Architectural Review Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Review Committee for approval. Prior to any publishing of the Design Guidelines, they must be approved by the Directors of the Association.

**Section 6. Failure of the Architectural Review Committee to Act.** If the Architectural Review Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable in writing within thirty (30) days after receipt thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Architectural Review Committee along with the required fee, it shall be conclusively presumed that the Architectural Review Committee has approved such conforming plans and specifications and other submittals, except that the Architectural Review Committee or Association has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Restated Declaration, except where variances shall be expressly permitted herein. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance.

**Section 7. Limitation of Liability.** Neither the Architectural Review Committee nor the members thereof nor the Association shall be liable in damages or otherwise to any Owner by

reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal for approval or disapproval or failure to approve or disapprove any plans or specifications. Every person who submits plans or specifications, and every Owner agrees, that he will not bring any action or suit against the Association, the Architectural Review Committee, the Directors, or the officers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises 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. No Liability for Design Defect.** Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility thereof or for any defect in any structure constructed from such plans and specifications.

**Section 10. Location of Improvements.** The Directors or Architectural Review Committee shall have the right to control absolutely (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the precise site and location of any building or structure on any Lot for reasons which may in the sole discretion and judgment of the Directors or Architectural Review Committee be sufficient. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site. Site approval shall not be unreasonably withheld as long as all provisions of this Restated Declaration and any Design Guidelines are met.

**Section 11. Variances.** Any written request for a variance submitted to the Architectural Review Committee must be immediately submitted to the Directors. The Board of Directors may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements which are in variance with the setback requirements, architectural standards or similar provisions of this Restated Declaration, as amended. 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 restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Directors have not expressly and in writing approved such request within thirty (30) days following the submission of such requests. No Director 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 other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Directors' right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

**Section 12. New Construction.** Only construction of new buildings and only use of new construction materials shall be permitted on a Lot, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting the same into a dwelling and to prohibit the use of used construction materials.

**Section 13. Diligent Construction.** All construction, landscaping or other work, including damage repair, which has been or is being commenced on any Lot located within the Property must be continued with reasonable diligence to completion and no partially completed house or other Improvement(s) shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Board of Directors and Architectural Committee have the authority to set reasonable completion dates for construction, damage repair and landscaping. However, no such completion date may be more than six (6) months from the date approved for commencement unless approved in writing by the Board of Directors. Any damage to the street, curb or sidewalk or to any part of any Common Area or utility system caused by an Owner or Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements. Every builder constructing improvements upon a Lot shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of Improvements or take other measures consistent with standard construction practices necessary to keep the Lot free of garbage, trash or other debris which is occasioned by the construction of Owner's Improvements. All Owners and Owners' builders shall comply with such rules of the Association as are from time to time adopted with respect to construction of Improvements as well as with governmental permitting and applicable requirements.

**Section 14. 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.

*NOTE: In addition to the above restrictions and standards, the applicable governmental authority may have restrictions and ordinances, including, but not limited to, watershed restrictions and fencing, that may effect, limit or otherwise restrict or prohibit an improvement to a Lot. Approval of any Improvement by the Architectural Review Committee does not guarantee that such Improvement is not subject to any other governmental approval. There may be instances where a change is approved through the Architectural Review Committee, but may not be allowed through the applicable governmental authority (or vice versa). An Owner is solely responsible for checking with the applicable governmental authority and obtaining any permits or approvals that may be required.*

**ARTICLE IX**  
**SPECIAL RESTRICTIONS AFFECTING COMMON AREA**

**Section 1. Obstructions.** There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, or constructed or planted in, or removed from such areas, without the prior written consent from the Directors of the Association.

**Section 2. Prohibition Against Dumping.** No dumping of trash, garbage, grass clippings, yard waste, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed upon any Common Area, creek or creek side, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area. Owners of Lots adjacent to the Common Area shall maintain a ten-foot (10') buffer, where possible, adjacent to the Common Area. In addition, no excavating, parking, storage or disposal of anything will be allowed on any Common Area of the Association.

**Section 3. Damage to the Common Area.** Each Owner shall be liable to the Association for damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, contractors, employees or invitees. The Owner will be held responsible for any sums or costs expended by the Association to repair such damage, including applicable attorney's fees, and such sums or costs shall constitute an automatic lien against the Lot and enforced as allowed in Article V herein.

**Section 4. Prohibited Conduct.** All Common Areas (including walking trails, bridges and tiny tot lot) are closed from dusk to dawn. No loitering, vagrancy, illegal activity, or offensive activity shall occur on any Common Area. The Association shall have the right to enforce any City of Charlotte ordinances on the Common Areas including, but not limited to, youth curfews.

**ARTICLE X**  
**EASEMENTS**

**Section 1. Easements for Construction, Installation and Maintenance.** Easements for construction, installation, maintenance and continued location of driveways, sidewalks, walkways, parking areas, public and private water/sewer lines, gas lines, cable television, telephone, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved for the benefit of the Association as shown on the plats recorded in the Mecklenburg County Registry. Further, perpetual easements fifteen (15') feet in width for the installation, repair and maintenance of storm drainage, general service utilities and facilities are reserved for the benefit of the Association over, under, through and along the front and rear property lines of all Lots shown on recorded plats, and perpetual easements three (3') feet in width for such purposes are reserved over, under and through and along all side property lines of all Lots.

**Section 2. Easement to Association for Common Area/Ingress and Egress.** Furthermore, an easement is reserved for the benefit of the Association over, under and through any Common Area and along that portion of any Lot upon which is located any entry monument, wall, electrical apparatus, fence or entry landscaping and irrigation, or any portion thereof, for the construction, replacement, maintenance and continued location of such entry monument, wall, electrical apparatus, fence or entry landscaping and irrigation, together with a general right of ingress, egress and regress over and upon any such Lot for the purpose of accessing such construction and location easement. In the event it is determined that other and further easements are required over any Lot or Lots in locations not shown on the recorded plat(s) and not along rear or side Lot lines (including, without limitation, easements for landscaping, entry features and monument signs), such easements may be established by the Association, except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written consent of the Owner or Owners of such Lot or Lots shall be required, which consent shall not be unreasonably withheld.

**Section 3. Common Area Easements to Owners.** Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and of access to and from the Owner's Lot over any street comprising a portion of the Common Area (if any), which rights and easements shall be appurtenant to and shall pass with the title to his Lot, subject to the rights and restrictions as set forth in this Restated Declaration.

**Section 4. Easements for Utilities.** The Association may, without consent or approval of any Owner, grant or convey any of the easement rights herein reserved for the purposes set forth in this Restated Declaration to any person, public or private utility or service company, or any agent of the Association. The Association shall have the right, power and authority to grant easements and right-of-ways for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, water, gas and sewer upon, over, under and across any Common Area without the assent of the Members when, in the sole opinion of the Directors of the Association, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and, in the sole opinion of the Directors, will not unreasonably interfere with the overall use and enjoyment of the Common Areas. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of attorney for the purpose of granting easements in, on, over, through and across the Common Areas as provided herein.

**Section 5. Prohibitions on Easement Property.** No structure, planting or other material shall be placed or permitted to remain within any easement provided for above, which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow of drainage channels in the easement or which may obstruct or adversely change the flow of water through drainage channels in the easement. Any entry on a Lot by the Association in order to perform any of the aforesaid, or the Association, its agents or employees, between the hours of 8:30 a.m. and 6:00 p.m. or during other hours in the case of an emergency, as the Board of Directors determines, to perform the maintenance and repairs set forth herein shall not be a trespass, and an easement for such entry is hereby granted.

**ARTICLE XI**  
**ASSOCIATION AND OWNER INSURANCE**

**Section 1. Insurance.** The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury and adequate insurance for Directors and Officers. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property.

**Section 2. Owners' Insurance Requirements.** By virtue of taking title to a Lot subject to the terms of this Restated Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance (homeowners insurance) on his Lot(s) and structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII of this Restated Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition.

**Section 3. Condemnation or Destruction.** In the event that any of the Common Areas shall be condemned or taken by any competent public authority or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their shares, whichever may be determined by a majority vote of the Members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens

and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Amendment.** The covenants and restrictions of this Restated Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated as stated in herein. This Restated Declaration may be amended, but not terminated, during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the Lots. After twenty-five (25) years following the recording, this Restated Declaration may be amended by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the Lots or terminated by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots.

**Section 3. Notices.** All notices, demands, requests, permissions, consents or approvals (“Notices”) given by the Association to any Owner shall be in writing and shall be deemed to have been properly given ten (10) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, or United States First Class Mail, postage prepaid, addressed to an Owner at the address provided by the Owner (or the property address if no address has been designated). All notices, demands, requests, permissions, consents or approvals (“Notices”) given by any Owner to the Association shall be in writing and shall be deemed to have been properly given ten (10) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, and United States First Class Mail, postage prepaid, addressed to the Association at its current office of business.

**Section 4. Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Restated Declaration or in any way to define, limit or describe the particular paragraphs to which they refer.

**Section 5. Invalidation.** If any provision of this Restated Declaration is held to be invalid by any court, the court shall reform such provision to give it the effect, as nearly as practicable, intended hereby, and if not practicable, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and all remaining provisions shall continue unimpaired, in full force and effect.

**Section 6. Applicable Law.** This Restated Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina.

**Section 7. Binding Effect.** All of the covenants, stipulations and conditions contained in this Restated Declaration shall be binding upon and inure to the benefit of the Association, the Owners, and their respective heirs, personal representatives, executors, administrators, successors and/or assigns.

**Section 8.** Resolution of Conflicts between Governing Documents. If there are any matters of conflict or inconsistencies in the Bylaws, Articles, Rules and Regulations or Restated Declaration, then the provisions of the Restated Declaration shall prevail.

**Section 9.** Attorney's Fees. To the extent permitted by North Carolina General Statute 47F (the North Carolina Planned Community Act), as amended, in any action to enforce the provisions of this Restated Declaration, the Articles of Incorporation or the Bylaws, or the Rules and Regulations duly adopted by the Association, the court may award attorney's fees to the Association.

IN WITNESS WHEREOF, following the written consent of at least ninety percent (90%) of the Owners as provided in Article 7.3 of the Existing Declaration, the undersigned corporation has caused this Amended, Supplemented and Restated Declaration of Covenants, Conditions and Restrictions for HIGHLAND PARK to be executed as of the date written above.

**ASSOCIATION:**

Highland Park Homeowners Association, a  
North Carolina non-profit corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_, Notary Public, certify that  
\_\_\_\_\_ (official) personally came before me this day and acknowledged  
that he/she is \_\_\_\_\_ (title) of Highland Park Homeowners Association, a  
North Carolina non-profit corporation, and that he/she, as \_\_\_\_\_ (title)  
being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Owners, confirming their vote of approval or written consent, have signed this Amended, Supplemented and Restated Declaration of Covenants, Conditions, and Restrictions for HIGHLAND PARK and affixed their seal hereto.

\_\_\_\_\_(SEAL) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Witness

NORTH CAROLINA, Mecklenburg County

I, the undersigned, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and being duly sworn, stated that in her/his presence

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

signed the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned Owners, confirming their vote of approval or written consent, have signed this Amended, Supplemented and Restated Declaration of Covenants, Conditions, and Restrictions for HIGHLAND PARK and affixed their seal hereto.

\_\_\_\_\_  
Name: \_\_\_\_\_ (SEAL)  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do hereby certify that

\_\_\_\_\_  
personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A: Property Description

All that certain residential subdivision known as “Highland Park” as same is defined and described in various maps thereof which appear of record in the Mecklenburg County Public Registry and as set forth in Article II of the Declaration of Covenants, Conditions, and Restrictions recorded in Book 11201 at Page 479 in the Mecklenburg County Public Registry, as amended and supplemented in said public registry in Book 11674 at Page 964, Book 13986 at Page 246, Book 16633 at Page 492, Book 19871 at Page 149 and together with such additional amendments and supplements as may appear of record.

See Plat Book 32 at Page 49, Plat Book 32 at Page 51, Plat Book 33 at Page 491, Plat Book 33 at Page 493, Plat Book 33 at Page 703, Plat Book 33 at Page 981, Plat Book 34 at Page 797, Plat Book 35 at Page 451, Plat Book 36 at Page 131, Plat Book 36 at Page 413, Plat Book 37 at Page 895, Plat Book 38 at Page 25, Plat Book 38 at Page 111, Plat Book 38 at Page 153, Plat Book 39 at Page 381, Plat Book 39 at Page 944, Plat Book 42 at Page 891, Plat Book 43 at Page 615, Plat Book 46 at Page 93, Plat Book 46 at Page 643 & Plat Book 50 at Page 438, Mecklenburg County Public Registry for further reference, said plats being incorporated herein.