

FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Mar 19, 2014
AT 03:00 pm
BOOK 06195
START PAGE 0064
END PAGE 0134
INSTRUMENT # 06427
EXCISE TAX (None)
MKH

CORRECTIVE AFFIDAVIT
REGARDING RECORDING ERROR

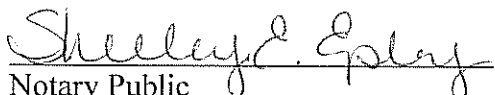
The undersigned attorney, being the drafting attorney of that certain Amended, Supplemented and Restated Declaration of Covenants, Conditions and Restrictions for CAMBRIDGE OAKS SUBDIVISION recorded November 23, 2009, in **Book 5246 at Page 832**, Union County Public Registry, hereby gives notice of an error in said document, namely that the Association Signature Page and Exhibit A to the said document were omitted.

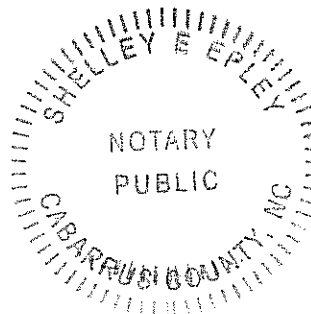
This affidavit is given and recorded in order to correct the said omissions to state that the intended recording was to include an Association Signature Page and an Exhibit A.



Chris Karrenstein
Drafting Attorney

SWORN TO and SUBSCRIBED BEFORE ME
This 19 day of March, 2014.


Notary Public
My Commission Expires: 7/18/2015



FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Nov 23, 2009
AT 12:20 pm
BOOK 05246
START PAGE 0832
END PAGE 0899
INSTRUMENT # 36536
EXCISE TAX (None)
MBM

AMENDED, SUPPLEMENTED AND RESTATED DECLARATION
OF
COVENANTS, CONTITIONS AND RESTRICTIONS FOR

CAMBRIDGE OAKS

SUBDIVISION

Return to: (Chris Karrenstein)

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STATE OF NORTH CAROLINA

COUNTY OF UNION

**AMENDED, SUPPLEMENTED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAMBRIDGE OAKS SUBDIVISION**

THIS AMENDED, SUPPLEMENTED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE OAKS SUBDIVISION is made this _____ day of _____, 2009, by the Cambridge Oaks Subdivision Homeowners Association, Inc., a North Carolina non-profit corporation, and the undersigned Owners of Lots within the properties of Cambridge Oaks Subdivision, as previously defined by the Restated Declaration of Covenants, Conditions and Restrictions for Cambridge Oaks Subdivision, referenced below, along with any amendments and supplements thereto;

WITNESSETH:

WHEREAS, Potter Road Development Group I, a North Carolina limited partnership, as Declarant, and its successors in interest have heretofore imposed covenants, conditions and restrictions upon that certain residential subdivision known as "Cambridge Oaks Subdivision" as same is defined and described in various maps thereof which appear of record in the Union County Public Registry and in the Exhibit(s) to the Declaration of Covenants, Conditions, and Restrictions recorded in Book 803 at Page 580 in the Union County Public Registry, as amended and supplemented (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 Cambridge Oaks Subdivision;

WHEREAS, the Owners, as witnessed by 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 in order to make the provisions of the North Carolina Planned Community Act, North Carolina General Statute 47F, applicable to Cambridge Oaks Subdivision; and

WHEREAS, the aforesaid Existing Restated Declaration expressly provides that it may be amended by an instrument signed by seventy-five (75%) percent of the Owners of said Lots within Cambridge Oaks Subdivision; and

WHEREAS, the votes or written consent by the undersigned persons represent seventy-five (75%) percent 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 three (3) individuals elected by the Owners to review plans and specifications as provided in Article VIII hereof and to make the determinations provided in said Article.

Section 2. “Association” shall mean and refer to Cambridge Oaks Subdivision Homeowners Association, Inc., a North Carolina non-profit corporation, 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. The duties of the Board of Directors are described in the Bylaws of the Association and are incorporated herein by reference as if fully set out.

Section 4. “Common Area” 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 Union 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 5. “Declarant” shall mean and refer to Cambridge Oaks Limited Partnership, a North Carolina limited partnership.

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. “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 8. “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 9. “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 10. “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 11. “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. Also sometimes known or referred to as “subdivision”.

Section 12. “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 13. “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 14. “Cambridge Oaks Subdivision” means the real estate described the Exhibits recorded with this Restated Declaration or the Existing Declaration and/or any recorded maps of the residential subdivision or parts thereof so named. Cambridge Oaks Subdivision may also be referred to as “Cambridge Oaks”.

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 Union 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 executed by the Members 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 and 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 rights to and of the use of any Common Area for any period during which any assessment against the Owner's Lot remains unpaid; any violation assessed against Owner's property remains uncured; and for a reasonable period of time for any infraction of the Association's published Rules and Regulations;

(d) The right to assess fines for any violation of this Restated Declaration or the Rules and Regulations of the Association and for any such fines to be collectable 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.

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 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, 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 1st 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.

(b) From and after January 1st 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 (51%) percent 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 and shall give written notice to the Members 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 required by Section 10 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.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board 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 Section 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 established pursuant 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. Capital Improvement Assessment The sum equal to one year's assessments per Lot will be charged to each Lot Owner at the time of purchase and conveyance of a Lot to any Owner to be paid directly to the Association to be placed in the Association reserve account. The Capital Improvement Assessment shall be paid at the real estate purchase closing, and be sent to the current management of the Association, or a subsequent designated address provided by the Association.

Section 8. 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.

Section 9. Collection. Annual assessments and Special Assessments shall be collected annually or in installments as determined by the Directors of the Association.

Section 10. 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 or more than sixty (60) days in advance of the meeting. Actions under Sections 3, 4 and 5 of this Article require the presence of a quorum, which the Bylaws set at fifteen (15) Lots.

Section 11. 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 conveyed by deed to any Owner and thereafter shall be assessed as of January 1st 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 1st of each year, the Directors shall fix the amount of the annual assessment against each Lot and at least fifteen (15) days before January 1st of each year shall send via 1st 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 1st 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 12. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment(s) or charge(s) not paid within thirty (30) 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 sixty (60) 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 11 of this Article.

All payments shall be applied first to costs and attorney's fees, then to specific assessments, then to late charges and interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of any suit or legal action, in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit or legal action, in the order of their coming due.

Section 13. 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 effect 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 14. 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, driveway entrances, including driveway bridges and driveways, 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. Owners shall take active measures in protecting their lawn from weeds and weed germination. Owners will also remove mud stains and any construction discoloration from the foundation of any Improvement, as allowed in Article VIII, herein, upon completion of the Improvement and immediately re-establish any lawn and landscaping.

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 notice and an opportunity to be heard, impose fines upon the Owner until the violation is remedied. If the Lot is vacant, the Association may, upon 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, 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 have sod placed or landscaped with grass, flower, bush and tree beds, or any other landscaping approved by the ARC; 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, after notice and an opportunity to be heard, impose fines upon the Owner until the violation is remedied. If the Lot is vacant, 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 1st 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 vacant 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 and non-commercial 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 are 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. Furthermore, it must not be apparent that a home-based business is being conducted. Driveways 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. 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 3. Restricted Actions by Owners. Without limiting the remaining provisions of the 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. No waste shall be permitted in the Common Areas. 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.

Section 4. Signs. Except with prior written approval from the Architectural Review Committee, no sign of any kind (exclusive of street address identification numbers) shall be displayed on any Lot except no more than one (1) uniform professional sign, approved by the Architectural Review Committee in accordance with the sign criteria contained within the Design Guidelines (as defined in Article VIII herein), and which is for the purpose of advertising the Lot for sale or advertising the building

contractor constructing improvements on the Lot during the period of time such improvement is taking place. Owners may also place no more than two (2) small security system notice signs in the front of the property. 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 5. 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, blankets or towels in any window.

Section 6. 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 7. 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 a meeting of the members is called for the purpose of approving the proposed Rules and Regulations and sixty-seven percent (67%) of those persons present at such a meeting, duly called, approve the Rules and Regulations. Following the aforementioned approval, written notice shall be 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 Owners 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.

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.

Section 8. 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 domesticated household pets, limited to a four (4) dog maximum (except for newborn offspring of such

household dogs which are under six (6) months of age), may be kept or maintained, provided they are not kept, bred or maintained for commercial purposes. Owners may for short periods of time exceed the four (4) dog maximum if they have visitors with dogs or if they are caring for other dogs on a temporary basis. All dogs must be kept under its owners control at all time on the Owners own Lot, or on a lead or leash when anywhere else in the Subdivision. All cats must be controlled in a manner to not interfere with other homeowner's rights to peacefully enjoy their property and all common areas. The Association may prohibit the keeping or require the removal of any dog or other animal from the Subdivision 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. Any animal which barks, whines, or howls, in a fashion which the Board of Directors, in its sole discretion after receipt of complaint from any member of the community, deems to be excessive or continuous or which the Association deems to be an annoyance or interference with the reasonable use and enjoyment of any neighboring Lot, may result in a fine of \$100.00 to the Owner after Notice of Hearing and opportunity to be heard. Lot Owners should first contact Union County Animal Control for resolution before seeking a remedy from the Board of Directors. 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. The Board of Directors may adopt additional Rules and Regulations, which may be more restrictive than the provisions of the Restated Declaration.

Section 9. Dog Runs and Similar Enclosures. No enclosures, cages, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted on any Lot. No dog shall be chained on any Lot. Any other such enclosure, cage or structure, including small dog houses, may be submitted for review by the Architectural Committee; however, are not permitted unless approved in writing by the Architectural Committee.

Section 10. Waste and Garbage Containers. No Lot shall be used or maintained as a dumping ground for including, but not limited to, rubbish, lumber, debris, trash or garbage. Waste of any nature shall not be kept on any Lot except on a temporary basis in garbage containers. The garbage containers shall be kept in an enclosed area, screened from view from the road, and shall only be placed outside for a maximum of twenty-four (24) hours. Composting is allowed provided that appropriate sanitary and aesthetic measures are taken and that any additional requirements set forth in the Rules and Regulations are followed.

Section 11. Recreational Vehicles. No motorboat, houseboat or other similar waterborne vehicle, any type of trailer, or any motor home or "camper" vehicle, ATV, go-carts 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. Any unlicensed vehicle must be concealed from view from the street and all other Lots.

Section 12. Parking of Passenger Vehicles. The Owner of each Lot will be responsible for providing on their Lot sufficient parking for all vehicles normally parked and/or situated on such Lot. No vehicles may be parked in the grass or landscaping area. All parking on any Lot must be in garage, on concrete driveways, or paved spaces approved by the Architectural Committee and Boards. Street parking is prohibited to Lot residents except for occasional circumstances and provided it is not habitual. Utilization of any such street parking must be in front of resident Lot only, and may not block any mailbox or trash pickup area. Vehicles that are wrecked used for other purposes than transportation of passengers, unsightly (as determined by the Board of Directors), and/or not in operating condition may not be stored or situated within the Property unless stored in an enclosed garage.

Section 13. Commercial Vehicles. No commercial vehicles may be kept on any Lot and/or within the Common Areas. Commercial vehicles are defined as: 1) any truck or vehicle with tonnage capacity in excess of three quarters (3/4) of a 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. No vehicle of any size, which transports inflammatory, hazardous or explosive cargo may be kept within the Property at any time.

Section 14. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or plastic animal decorations, such as pink flamingos, etc., shall be permitted on the exterior of any Lot. The Architectural Review Committee retains the right to impose more detailed restrictions/guidelines in the Design Guidelines.

Section 15. Weapons/Fireworks. The illegal or irresponsible use or discharge of firearms or fireworks within or on the Property is prohibited.

Section 16. Tenants and Rental. No Owner shall lease or rent less than an entire Lot and no more than one (1) single family, as defined in Article VII, Section 1, shall live on any one (1) Lot. Renting of Lots that are without a residential structure is not allowed. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of no less than one (1) year. Subject to the foregoing restrictions, an owner shall have the right to lease or rent their Lot for one (1) out of every five (5) years. Any owner that has resided on the Lot for a minimum of three (3) consecutive years, may have the right to rent or lease their Lot for two (2) out of every five (5) years. All rentals or leases are permitted 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 Restated Declaration, the Bylaws, and the Rules and Regulations 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 Lot and Property. However, the failure of any lease or rental agreement to so provide shall

not excuse any person from complying with the provisions of this Restated Declaration, the Bylaws and the Rules and Regulations.

On or before the fifth (5th) 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:

(a) the name of the tenant, number of occupants, and the address of the rented or leased Lot;

(b) the current address and telephone number of the Owner and property manager, if any, renting or leasing said Lot;

(c) a true and complete copy of the lease or rental agreement (Owner may remove financial information prior to submission);

(d) the certification of the Owner that the tenant has been given a copy of this Restated Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant; and

(e) Make, model and license tag number for the tenant(s)' vehicles;

(f) A valid, fully executed, contract, agreement or other writing evidencing the obligation of the Owner to maintain and pay for the services of a company or an individual that will be responsible at all times during the term of the Lease, for keeping the lawn mowed, the bushes trimmed, and any and all landscaping in an otherwise neat and orderly appearance. If at any time the Board of Directors, in their discretion, determines that any part of the landscaping on the property which is rented does not have an acceptable appearance, the Board may direct a company of their choosing to come and remedy the violation and the Owner shall reimburse the Board the entire cost. Costs are to be treated as a specific assessment.

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 any 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 five (5) business days of any changes to his address and telephone number.

Section 17. 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. There shall be no time-sharing or other co-ownership, which allows multiple Owners sequential possessory interests in a Lot.

Section 18. Nuisance. No unlawful business or 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 19. Seasonal Decorations. Holiday decorations, may be placed on the Lots not more than thirty (30) days before the celebrated holiday, but must be removed no later than thirty (30) days after.

Section 20. Hunting. No hunting, trapping or feeding of wildlife (other than birds), including but not limited to deer and other wild game, shall be permitted on any Owner's Lot or property, with the exception of non-harmful trapping for the removal of squirrels, raccoons, or any other small animal causing damage to the property.

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 Architectural Design Guidelines. 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 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.

(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, 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 Improvements were commenced or constructed.

Section 4. Procedure. No Improvements of any kind or nature shall be erected, remodeled or placed on any Lot until the plans and specifications therefore and a site plan, including depiction of driveways, walkways, lawn areas, landscaping, and drainage patterns therefore have been submitted to and approved in writing by the Architectural Review Committee, and confirmed by at least one member designated by the Board of Directors, 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 twenty dollars (\$20.00), 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 so 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 and the Board of Directors have 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 from time to time publish and promulgate 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. 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. Such guidelines shall supplement these covenants, conditions and restrictions and are incorporated herein by reference. The Architectural Review Committee and/or the Board of Directors 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. Review Fee and Address. A review fee not to exceed twenty (\$20.00) dollars per set of plans and specifications may be imposed for initial submittals of plans and specifications for Improvements to be located on an Owner's Lot; for each re-submittal of plans and specifications to the Architectural Review Committee an additional fee of ten (\$10.00) dollars may be imposed if deemed necessary by the Committee. The address of the Architectural Review Committee shall be the principal place of business of the Association from time to time designated in writing by its Directors.

Section 6. 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. In any event, 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 7. 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 8. 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 9. 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. Fences. No fencing shall be installed on any Lot without prior written approval from the Architectural Review Committee, which includes the location, height and materials. Chain link fencing is strictly prohibited. Any fencing installed must

be approved by the Architectural Review Committee and have a minimum of twenty (20%) percent openness between slats to view through when viewing from a location directly in front of the fence. Fencing cannot start any closer to the street than the midpoint of the dwelling in the side yard. Privacy fences around decks, pools and patios may not exceed six (6) feet in height.

Section 13. 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 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 pools”, for the purpose of this Restated Declaration, shall be defined as any pool that is not set completely in ground and approved as stated above by the Architectural Review Committee and any pool that cannot be emptied and stored away at the end of use each day.

Section 14. Landscaping.

(a) General. 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, or debris, other than grass clippings and branches, be dumped on any portion of any Lot or Common Area(s) within the Property. Grass clippings, small limbs and branches shall be kept hidden from view from any Lot or street and must be kept behind the residence. All areas of lawns must have grass and must be reseeded when bare spots appear. Owners will have sixty (60) days to repair bare areas, provided however that in the months December through March no lawn repair shall be required. Additional time may be given in which to make the repairs if water restrictions are in place. No debris shall be allowed to accumulate on any property other than leaves and small limbs collected, in an area screened from any street, for the purpose of composting. Stacked wood, kept for use in a wood burning fireplace, must be kept on the back of the Lot and screened from view from any street.

(b) Driveways. The Architectural Review Committee may establish guidelines for the color, location, alignment and materials (must be concrete or decorative pavers) to be used for driveways or walkways on each Lot, provided however, all driveways must be paved or approved by the Architectural Review Committee.

(c) Landscape Guidelines. The Architectural Review Committee reserves the right to promulgate and amend from time to time landscape guidelines within the

Design Guidelines (referred to hereinafter as the “Landscape Guidelines”) which shall establish approved standards, methods and procedures for landscape management on the Property and such authorized standards, methods and procedures may be utilized by the Owners without prior written approval by the Architectural Review Committee. The Architectural Review Committee may also adopt one or more typical landscape plan(s) consistent with the Landscape Guidelines, which may be selected by an Owner.

Except for the removal of dead trees, or trees causing a maintenance nuisance to the owner, no trees measuring six (6”) inches or more in diameter at a point measured one (1’) foot above ground level, may be removed without the prior written approval of the Association, and the Association may require the replacement, at the Owner’s sole cost and expense, of any trees removed without the permission of the Architectural Review Committee. Under no circumstances will clear cutting of Lots be approved. Approval for the removal of trees located within ten (10’) feet of the main dwelling or an accessory building or within ten (10’) feet of the approved site for such building will be granted unless such removal will substantially decrease the attractiveness of the Property.

Section 15. Outdoor Recreation Equipment. Any outdoor recreation equipment such as swing sets, trampolines, basketball goals, etc. must be approved in writing by the Architectural Review Committee prior to being placed on any Lot. The Architectural Review Committee may promulgate rules in the Design Guidelines regarding these types of items, or they may be determined case by case based on site and harmony with the community.

Section 16. No Subdivision of Lots. No Lot shall be subdivided by sale, lease or otherwise so as to reduce the total Lot area as shown on the recorded map or plan. Each Lot shall have only one residential structure.

Section 17. 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.

Section 18. Diligent Construction. All construction, landscaping or other work whether or not it is being done due to damage, 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 Review Committee must set reasonable completion dates for construction, damage repair and landscaping however no such completion date may be more than twelve (12) months from the date approved for commencement unless approved in writing by the Board of Directors. All lawn areas and landscaping located on any Lot must be installed and established in accordance with plans therefore approved by the Architectural Review Committee no later than four (4) months after the date on which a Certificate of Occupancy has been issued for the residence on such Lot. 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. The Association, upon ten (10) days prior written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner the charge not to exceed the actual cost for such cleaning. 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. All Owners shall be responsible to insure that any contractor they employ complies with all rules for builders adopted by the Association from time to time.

Section 19. Floor Areas. Each single family dwelling shall have an enclosed, heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than two thousand five hundred (2,500) square feet for one story dwellings and a minimum heated area as aforesaid of three thousand (3,000) square feet for dwellings with more than one story. One guest house shall be permitted per Lot provided it is attached to the primary residential building or is otherwise approved by the Committee.

Section 20. Building Setback Lines. The main building on each Lot shall not be located on any Lot nearer to the Lot boundary line than the setback, sideline and rear yard requirements required by applicable zoning laws and other governmental requirements. Where reasonably possible, all homes shall be set back a similar distance from the front lot line.

Section 21. 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 where it would create a traffic or sight problem.

Section 22. Garages. All Dwelling Units must have a primary garage accommodating at least two (2) vehicles under roof. The garage shall have an exterior of similar materials as the primary residence and shall be completed no later than the issuance of the certificate of occupancy for the primary residence. Primary garages shall have only side or rear vehicle entrances in relation to the "front line" of the primary residence. The vehicle entrance into any secondary garage shall be determined by the Architectural Review Committee.

Section 23. Sediment Control. Sufficient sediment control measures including, but not limited to, installation and maintenance of silt fences, straw base fences, storm water inlet protection or retention pond and temporary seeding, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion or as required by Union County.

Section 24. Wells. No wells shall be installed, used or maintained on any Lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which shall furnish domestic water from sources beyond the boundary lines of the Lot. Notwithstanding the foregoing prohibition, the Architectural Review Committee may permit in writing the installation, use and maintenance of wells for irrigation.

Section 25. 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 front wall or window of a residence on a Lot.

Section 26. 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 contractors employed by Owners 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 contractors, owners shall assist the Association in obtaining the aforementioned insurance information.

Section 27. 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 28. Gas Meters. Unless otherwise approved by the Architectural Review Committee, no gas meter shall be set in the front of a residence of a Lot unless such meter is of an underground type.

Section 29. Mail Boxes, Newsletter or Newspaper Box. All mailboxes must have the newspaper box, if present, attached underneath and the units must be black in color and conform with the other mail boxes in the subdivision. The Architectural Review Committee shall adopt a standard design for approved mailboxes and newspaper boxes and no mailbox or newspaper box shall be erected or maintained on any Lot or within any street right-of-way unless of the standard design.

Section 30. Hoses and Pipes. All water pipes, sewer pipes, septic pipes, gas pipes, drainage pipes, electrical lines, television cable or other similar transmission lines must be installed or maintained under the surface of the ground. The connection of the gas pipe, television cable, or similar transmission lines may be connected to the house above ground level as long as it is on the side or rear of the house. Transmission lines from satellite dishes and connection lines from solar panels must be concealed to the maximum extent possible and not visible from any street.

Above ground garden water hoses are permitted for use when connected to outside hose bibs. Hoses should be stored (rolled up) during times of non-use and should be stored next to the house or in garden areas and should be shielded from view from the street.

Section 31. No Clothes Lines. No clothes lines of any description or type or the outside drying of clothing, bedding or fabrics shall be allowed on the outside of the dwelling unit on any Lot.

Section 32. Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear or on the side of the buildings constructed on Lots or, if approved by the Architectural Review Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Review Committee in accordance with the provisions of this Restated Declaration.

Section 33. 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 **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 Union 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 Owners 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 an irrevocable 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 easements 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 easements or which may obstruct or adversely change the flow of water through drainage channels in

the easements. Any entry on a Lot by the Association in order to perform any of the aforesaid, 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, 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 X
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. Each Owner 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 XI
OPERATION and RECORDS

Section 1. Approval of Owners. Unless at least eighty (80%) percent of the Owners have given their prior written approval or unless specifically allowed by this Restated Declaration with procedures, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes or the transfer to a public agency or governmental unit shall not be deemed a transfer within the meaning of this clause.

(b) By act or omission change, waive or abandon any plan of regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(c) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements; provided, however, if after repair or replacement of the damaged improvements, there are excess proceeds remaining, such excess proceeds may be used by the Association to meet its other obligations hereunder or as specified in Article X.

Section 2. Professional Management. The Directors shall have the right to contract with a professional management company. Such contract must not be for more than one year at a time and shall have the right to terminate for cause upon thirty (30) days written notice and without cause upon ninety (90) days written notice without a termination fee. Any such termination shall not alleviate the Association from the responsibility of paying contractual amounts owed to the management company during the thirty (30) day or ninety (90) day time period that management is in affect.

Section 3. Books and Records. Any Owner of a Lot will have the right to examine the books and records of the Association in accordance with the North Carolina Nonprofit Corporation Act.

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. 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 Declaration, then the provisions of the 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, the Declarant has caused this Restated Declaration of Covenants, Conditions and Restrictions for CAMBRIDGE OAKS SUBDIVISION to be executed as of the date written above.

IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 4 day of November, 2009.

Cambridge Oaks

SIGNATURE John Olin Darnell

Printed Name JOHN OLIN DARNELL

Property Address 5072 CAMBRIDGE OAKS DR
WEDDINGTON, NC 28104

State of North Carolina

County of Mecklenburg

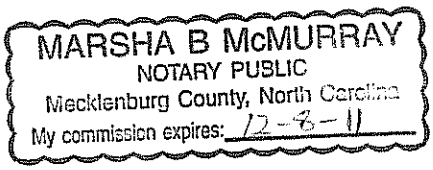
, Marsha B. McMurray, a Notary Public, do hereby certify that

John Olin Darnell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 4th day of November, 2009.

My Commission Expires: 12-8-11.

Marsha B McMurray
Signature of Notary



(SEAL)

IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 9th day of November, 2009.

Cambridge Oaks

SIGNATURE

Printed Name

Property Address

State of North Carolina

County of Mecklenburg

I, Ruth Jolly, a Notary Public, do hereby certify that

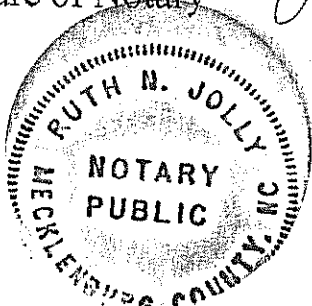
Nick Sedon, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 9 day of November, 2009.

My Commission Expires: 7-4-2011.

Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 16 day of October, 2009.

Cambridge Oaks

SIGNATURE Thomas Bidetti Linda Ann Bidetti
Printed Name Thomas BIDETTI Linda Ann Bidetti
Property Address 5055 CAMBRIDGE OAKS DR
WEDDINGTON NC 28104

State of North Carolina

County of Mecklenburg

I, Kristi F. Belluz, a Notary Public, do hereby certify that

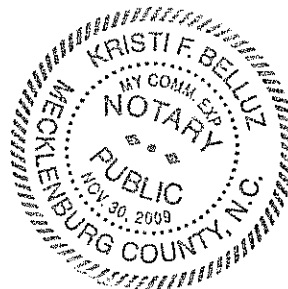
Thomas Bidetti, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 16 day of October, 2009.

My Commission Expires: November 30, 2009

KFB
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 4 day of Nov, 2009

Cambridge Oaks

SIGNATURE

[Handwritten Signature]

Printed Name

D P Hondros

Property Address

5040 Cambridge Oaks

State of North Carolina

County of Mecklenburg

I, Bonnie Lee Hill, a Notary Public, do hereby certify that

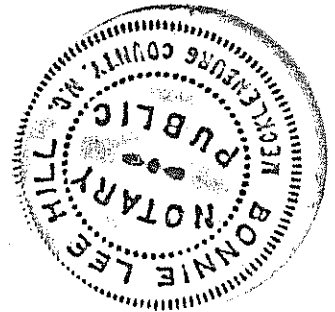
Dimitrios P. Hondros, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 4th day of November, 2009.

My Commission Expires: 10/31/2012.

[Handwritten Signature]
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this _____ day of _____, 200__.

Cambridge Oaks

SIGNATURE Bobbie Steele Linn

Printed Name Bobbie Steele Linn

Property Address Lot 41

State of NC

County of Mecklenburg

I, Bonnie Hood, a Notary Public, do hereby certify that

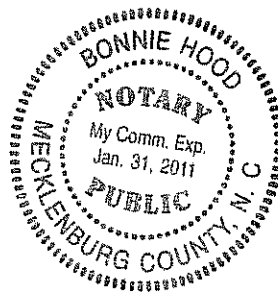
Bobbie Steele Linn, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 13th day of October, 2009.

My Commission Expires: 1-31-2011

Bonnie Hood
Signature of Notary

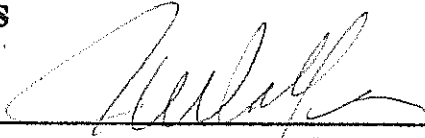
(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 6 day of November, 2009.

Cambridge Oaks

SIGNATURE _____



Printed Name _____

JEFFREY T. WOLFE

Property Address _____

5007 CAMBRIDGE OAKS DR.

State of North Carolina

County of Union

I, RAYMOND MARCHAND, a Notary Public, do hereby certify that

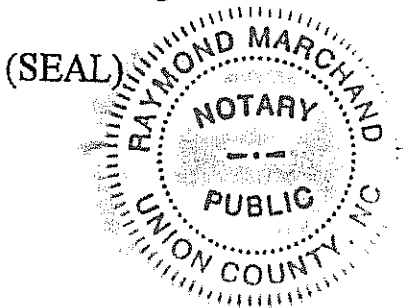
JEFFREY WOLFE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 6th day of Nov, 2009.

My Commission Expires: July 2 2013



Signature of Notary



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 12 day of OCT, 2009.

Cambridge Oaks

SIGNATURE

Henry Dawson

Printed Name

HENRY DAWGSON

Property Address

5027 Cambridge Oaks Dr,
Matthews, NC 28104

State of

North Carolina

County of

Mecklenburg

I, Jacqueline S. Campbell, a Notary Public, do hereby certify that

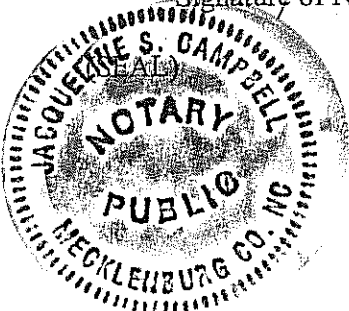
Henry Dawson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 12th day of Oct, 2009.

My Commission Expires: 8/10/2011

Jacqueline S. Campbell

Signature of Notary



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 13th day of October, 2009.

Cambridge Oaks

SIGNATURE Barbara L Campbell Donald H Campbell
Printed Name BARBARA L. CAMPBELL Donald H Campbell
Property Address 5047 Cambridge Oaks Dr.
Wedding ton, N.C. 28104

State of North Carolina

County of Union

I, Barbara N Hardman, a Notary Public, do hereby certify that

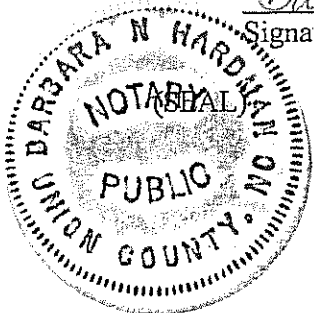
Barbara L and Donald H Campbell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 13th day of October, 2009.

My Commission Expires: My Commission Expires 11-23-2013

Barbara N. Hardman

Signature of Notary



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 28 day of October, 2009.

Cambridge Oaks

SIGNATURE [Signature]

Printed Name Anaola Olson

Property Address 3001 Scottsdale Lane

State of NC

County of Mecklenburg

I, Sherlyn L. Thefaune, a Notary Public, do hereby certify that

Anaola Olson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 28th day of October, 2009.

My Commission Expires: 5/19/2013

[Signature]
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 5 day of November, 2009.

Cambridge Oaks

SIGNATURE Robin Massey

Printed Name Robin Massey

Property Address 5024 Cambridge Oaks Dr

State of NC

County of Mecklenburg

I, Sherlyn L. Theaine, a Notary Public, do hereby certify that

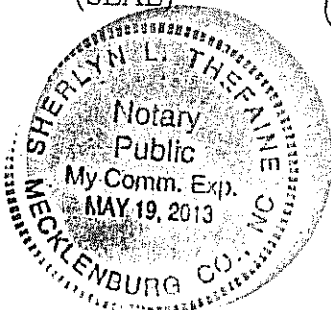
Robin M. Massey, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 5th day of November, 2009.

My Commission Expires: 5/19/2013.

Sherlyn L. Theaine
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 30 day of October, 2009.

Cambridge Oaks

SIGNATURE

Joanne E. Thompson

Printed Name

Joanne E. Thompson

Property Address

5064 Cambridge Oaks Dr.
Matthews NC 28104

State of

NC

County of

UNION

I, CHRISTOPHER J. MANGANO, a Notary Public, do hereby certify that

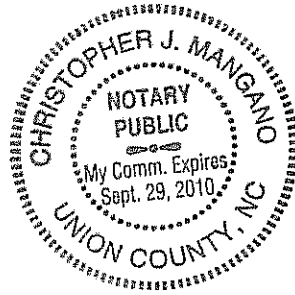
JOANNE E. THOMPSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 30 day of OCTOBER, 2009.

My Commission Expires: Sept. 29, 2010

Christopher J. Mangano
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Judith Smith
Printed Name Judith Smith
Property Address 3016 Sontsdale Lane
Matthews NC. 28104

State of North Carolina

County of Union

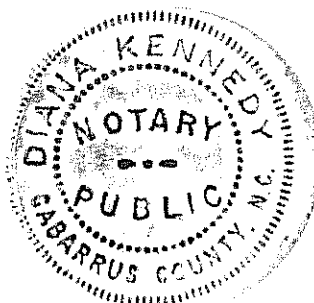
I, Diana Kennedy, a Notary Public, do hereby certify that Judith Smith, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this ~~Sept~~ 24 day of September, 2009

Cambridge Oaks

SIGNATURE 

Printed Name Michael Reardon

Property Address 3025 SCOTSDALE LAVE

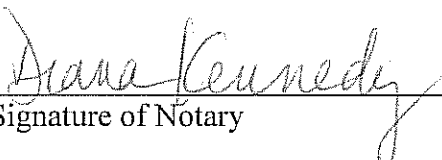
State of North Carolina

County of Union

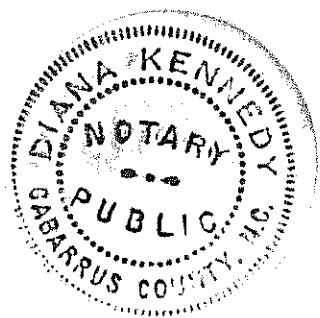
I, Diana Kennedy, a Notary Public, do hereby certify that Michael Reardon, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.


Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Ann O'Hara

Printed Name Ann O'Hara

Property Address 5035 Cambridge Oaks Drive, Matthews, NC
28104

State of North Carolina

County of Union

I, Diana Kennedy, a Notary Public, do hereby certify that

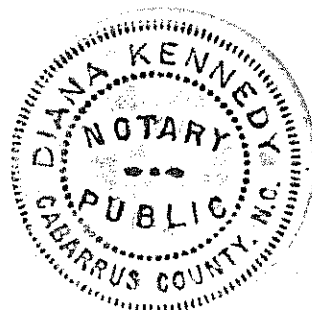
Ann O'hara, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE

Printed Name

Property Address

Gerald R. Malin

GERALD R. MALIN

3056 SCOTTSDALE LANE

State of

County of

I, Diana Kennedy, a Notary Public, do hereby certify that

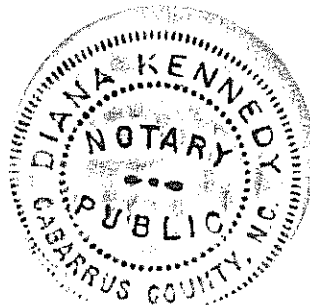
Gerald R. Malin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Aubrey C. Reeves

Printed Name Aubrey C. Reeves

Property Address 5019 Cambridge Oaks Dr.

State of North Carolina

County of Union

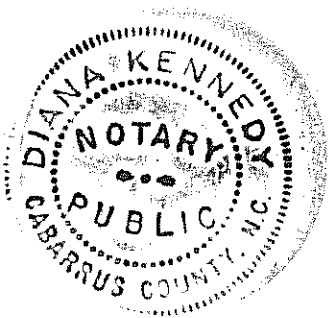
I, Diana Kennedy, a Notary Public, do hereby certify that Aubrey C. Reeves, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Robert E James T

Printed Name ROBERT E. JAMES T

Property Address 5059 CAMBRIDGE OAKS DR
MATTHEWS NC 28109

State of North Carolina

County of Union

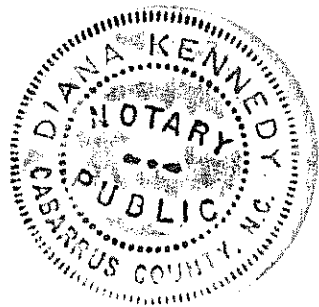
I, Diana Kennedy, a Notary Public, do hereby certify that Robert E. James Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Craig A. Veazey

Printed Name Craig A. Veazey

Property Address 5017 Cambridge Oaks Drive

State of North Carolina

County of Union

I, Diana Kennedy, a Notary Public, do hereby certify that

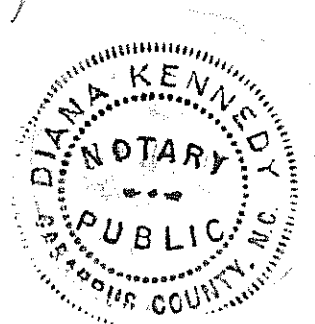
Craig A. Veazey, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Scott D Totaro

Printed Name Scott D Totaro

Property Address 3017 Scottsdale Ln

State of North Carolina

County of Union

I, Diana Kennedy, a Notary Public, do hereby certify that

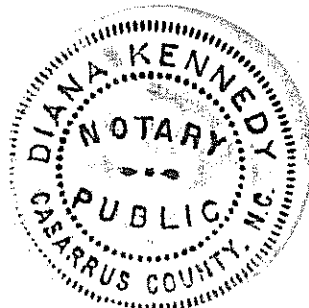
Scott D Totaro, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE *W. Proctor*

Printed Name WAYNE PROCTOR

Property Address 3008 SCOTTS DALE LANE

State of North Carolina

County of Union

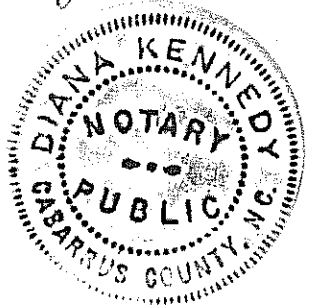
I, *Diana Kennedy*, a Notary Public, do hereby certify that *Wayne Proctor*, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this ~~Amendment~~ to the Declaration to be executed under seal this 24 day of September 2009.

Cambridge Oaks

SIGNATURE Janice Medlin

Printed Name Janice Medlin

Property Address 3024 Scottsdale Ln

State of North Carolina

County of Union

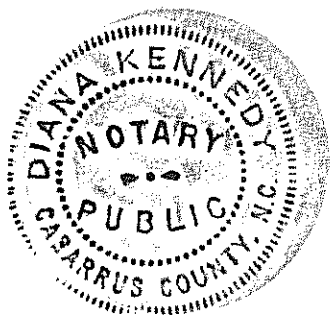
I, Diana Kennedy, a Notary Public, do hereby certify that Janice Medlin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE _____



Printed Name _____

MICHAEL T. DIFABION

Property Address _____

3040 Scottsdale Lane Matthews, NC 28104

State of North Carolina

North Carolina

County of Union

Union

I, Diana Kennedy, a Notary Public, do hereby certify that

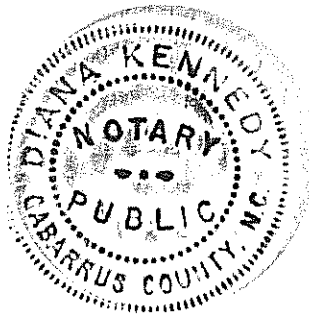
Michael T. Difabion, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 24 day of September, 2009.

Cambridge Oaks

SIGNATURE Kent E Byrom

Printed Name KENT E BYROM

Property Address 3009 SCOTTSDALE LANE

State of North Carolina

County of Union

I, Diana Kennedy, a Notary Public, do hereby certify that

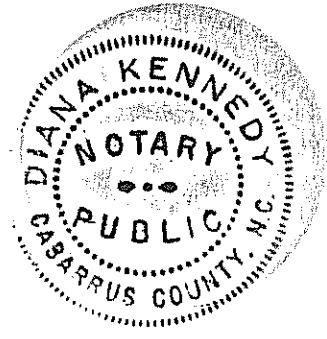
Kent E Byrom, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24 day of September, 2009.

My Commission Expires: 3/30/13.

Diana Kennedy
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

Cambridge Oaks

Signature David Briggs (SEAL)

Printed Name David Briggs

Property Address 5043 Cambridge Oaks

Signature Richard W. Sylvester (SEAL)

Printed Name Richard W. Sylvester, JR

Property Address 5080 Cambridge Oaks Drive

Signature Shaun Golden (SEAL)

Printed Name Shaun Golden

Property Address 5039 Cambridge Oaks Dr

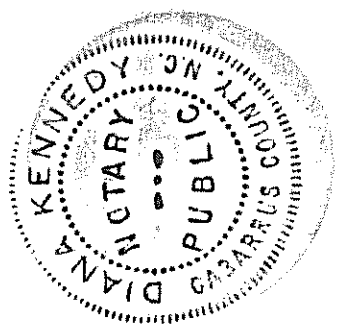
State of North Carolina
County of Union

I, Diana Kennedy, a Notary Public, do hereby certify that David Briggs, Richard W. Sylvester, Jr, Shaun Golden, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 24 day of September, 2009.

Diana Kennedy
Signature of Notary
My Commission Expires: 3/30/13

(NOTARY SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 21st day of October, 2009.

Cambridge Oaks

SIGNATURE Ann Benteen

Printed Name Ann Benteen

Property Address 5031 Cambridge Oaks Dr.

State of North Carolina
County of Mecklenburg

I, Michael J. Schaut a Notary Public, do hereby certify that

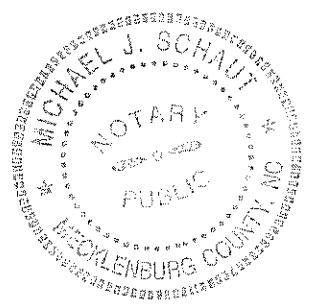
Ann Benteen, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 21 day of October 2009

My Commission Expires: 5/16/2012

[Signature]
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 1st day of OCTOBER, 2009.

Cambridge Oaks

SIGNATURE Dennis Naimola

Printed Name DENNIS NAIMOLA

Property Address 3048 SCOTTSDALE LANE
MATTHEWS, NC 28104

State of North Carolina

County of Mecklenburg

I, Jennifer Taylor, a Notary Public, do hereby certify that

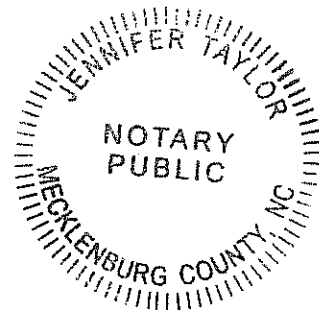
Dennis Naimola, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 1st day of October, 2009.

My Commission Expires: 12-11-2012

Jennifer Taylor
Signature of Notary

(SEAL)



IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 21 day of November, 2009.

Cambridge Oaks

SIGNATURE Philip S. Gardner

Printed Name Philip S. Gardner

Property Address 5096 Cambridge Oaks Dr.
Matthew, N.C. 28104

State of _____

County of _____

I, _____, a Notary Public, do hereby certify that

_____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the _____ day of _____, 2009.

My Commission Expires: _____.

Signature of Notary

(SEAL)

Notary signature attached

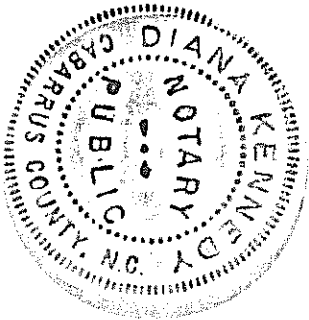
State of North Carolina

Cabarrus County

I, Diana Kennedy, a notary public of Cabarrus County, North Carolina, certify that Richard W. Gilbert personally appeared before me this day, and being duly sworn, stated that in his/her presence Philip S. Goodman, signed the foregoing instrument.

Witness my hand and official seal, this the 24 day of November, 2009.

(Official Seal)



Diana Kennedy
Notary Public
My commission expires: 3/30/13

IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 30 day of November, 2009.

Cambridge Oaks

SIGNATURE Thomas E. Leonard

Printed Name Thomas E. Leonard

Property Address 5088 Cambridge Oaks Dr.

State of _____

County of _____

I, _____, a Notary Public, do hereby certify that

_____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the _____ day of _____, 200__.

My Commission Expires: _____.

Signature of Notary

(SEAL)

notary attached

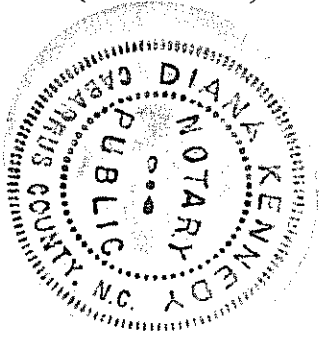
State of North Carolina

Cabarrus County

I, Diana Kennedy, a notary public of Cabarrus County, North Carolina, certify that Richard W. Sylvester JR., personally appeared before me this day, and being duly sworn, stated that in his/her presence Thomas E. Leonard, signed the foregoing instrument.

Witness my hand and official seal, this the 20 day of November, 2009.

(Official Seal)



Diana Kennedy
Notary Public
My commission expires: 3/30/13

IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be executed under seal this 19 day of Nov., 2009.

Cambridge Oaks

SIGNATURE

Printed Name SALVATORE FOUNTANA

Property Address ^{Lot #} 23 5060 Cambridge Oaks dr

Matthews NC 28104 + own lot # 24

State of North Carolina

County of Mecklenburg

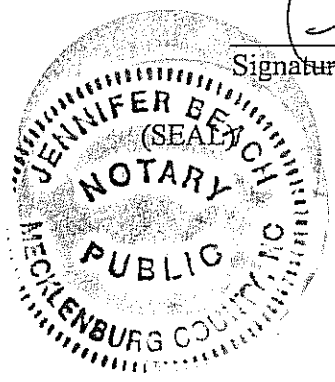
I, Jennifer Beach, a Notary Public, do hereby certify that

Salvatore Fontana, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 19 day of November, 2009.

My Commission Expires: 4/13/2013.

[Signature]
Signature of Notary



ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, following the affirmative vote of at least seventy-five percent (75%) of the Owners as provided in Article 8, Section 5, of the Existing Declaration, the undersigned corporation has caused this Amended, Supplemented and Restated Declaration of Covenants, Conditions and Restrictions for CAMBRIDGE OAKS SUBDIVISION to be executed in its name.

Cambridge Oaks Homeowners Association, Inc., a
North Carolina non-profit corporation

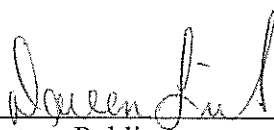


By: Paul W. Proctor, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Doreen Fink, Notary Public, certify that Paul W. Proctor personally came before me this day and acknowledged that he is President of Cambridge Oaks Homeowners Association, Inc., a North Carolina non-profit corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal this 2nd day of March, 2014.



Notary Public

My Commission expires: 3-6-16

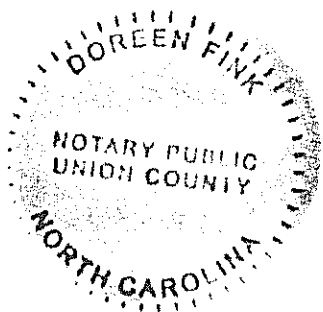


EXHIBIT A
Property Description

BEING all of the property of Cambridge Oaks Subdivision as shown on those certain boundary plats of Cambridge Oaks, Maps 1, 2 and 3, recorded in Plat Cabinet E, Files 46, 47 and 48, Union County Public Registry, to which plats reference is hereby made for a more complete description and being in all respects the identical property subject to the Declaration of Covenants, Conditions and Restrictions of Cambridge Oaks Subdivision recorded in Book 803 at Page 580, Union County Public Registry.