

Sturnbridge Neighborhood Association
P. O. Box 472954
Charlotte, NC 28247

Declaration of Covenants, Conditions and Restrictions

Article I Definitions

Section 1. Association

“Association” shall mean and refer to Sturnbridge Neighborhood Association.

Section 2. Owner

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties

“Properties” shall mean and refer to that certain real property hereinbefore described, plus the Amenity Area as defined in Section 4 of this Article.

Section 4. Amenity Area

“Amenity Area” shall mean all real property (including the improvements thereto) which is conveyed to the Association for the common use and enjoyment of the Owners, being more particularly described as “The Park”.

Section 5 Lot

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Amenity Area.

Article II Property Rights

Section 1. Owners’ Easements of Enjoyment

Every owner shall have right and easement of enjoyment in and to the Amenity Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to charge reasonable admission fees, guest fees, entrance fees, and other fees for the use of any recreational facility situated upon the Amenity Area.
- (B) The right of the Association to limit the use of the Amenity Area to members of the Association and to suspend the right to use of the recreational facilities by any member of the Association for any period during which any assessment remains unpaid or for any infraction of its

published rules and regulations, which rules and regulations the Association shall have the exclusive right to establish.

Section 2. Delegation of Use

Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Amenity Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Article III Membership and Voting Rights

Section 1. Membership

Every Owner shall be a member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights

All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a Lot for which a membership is held, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Article IV Recreation Facilities and Title To Amenity Area

Section 1. Facilities and Title

The Sturnbridge Neighborhood Association holds the legal title for the Amenity Area and any Recreational Facilities.

Article V Maintenance Assessments

Section 1. Assessments

The members of the Association shall be obligated to pay to the Association: (1) annual assessments and charges, and (2) special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, cost, and reasonable attorney's fees shall be the personal obligation of the Owner-Member who was Owner of a Lot for which a membership was held at the time when the assessment fell due. The personal obligations for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Amenity Area.

Section 3. Annual Assessment

The annual assessment shall be fixed by the Board of Directors of the Association in an amount necessary to provide for the maintenance of the Amenity Area and improvements thereon, including the payment of taxes and insurance thereon and the cost of labor, equipment, materials, management and supervision

thereof, the cost of utilities and fuel used in operating facilities on said Amenity Area, the establishment of a reserve for major repairs, the employment of attorneys to represent the Association when necessary, any income or other taxes on any funds held by the Association as a reserve for its purposes or otherwise, and any other maintenance or management expense, but excluding any amount expended for construction, reconstruction, repair, or replacement of a capital improvement upon the Amenity Area, as set forth in section 4 below.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Amenity Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 4

Written notice of any meeting called for the purpose of taking any action authorized under section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots for which a membership in the Association is held and may be collected on a monthly or other periodic basis.

Section 7. Assessment Due Date

The Board of Directors shall fix the amount of the annual assessment against each Lot for which a membership in the Association is held at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner-Member subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner-Member personally obligated to pay the same. No Owner-Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Amenity Area or abandonment of his lot.

Article VI Restrictions

Section 1. Residential Use of Property

All Lots shall be used for residential purposes only, and no structures shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use, subject, however, to the provisions set forth herein.

Section 2. Architectural Control

No buildings, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including change of color) be made until

the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by the Architectural Control Committee as to harmony of external design and color with existing structures and as to location in relation to surrounding structures and topography. The Composition of the Architectural Control Committee and the method of approval shall be as provided in section 3 of this Article.

Section 3. Architectural Control Committee

(A) Membership The Architectural Control Committee Shall be selected by the Board of Directors. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The decision of the Committee shall be determined by a majority vote.

(B) Procedure The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and related covenants shall be deemed to have been fully complied with, however, in the event the Committee is not notified or requested in writing to approve any item recited in these restrictions, then the Committee may cause the Association to institute suit to enjoin and remove any building, wall, garage, outbuilding or other structure is located on the Properties or to require the modification, alteration or repainting of said structures, and further, the Committee may utilize any other legal or equitable remedy available to protect against such violation, provided, however, that failure to institute legal action shall not constitute waiver of any legal or equitable remedy.

Section 4. Building Line Requirements

(A) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plot. In any event no building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 10 feet to any side street line.

(B) No dwelling shall be located nearer than 10 feet to any side yard line nor nearer than 55 feet to any rear yard line.

(C) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 5. Use of Outbuildings and Similar Structures

No structures of a temporary nature shall be erected or allowed to remain upon the properties, and no trailer, shack, tent, garage, barn or any other structure of a similar nature shall be used as a residence either temporarily or permanently.

Section 6. Sign Boards

No sign boards, billboards, or advertising signs of any description shall be displayed upon or above any Lot with the exception of:

(A) Signs "For Rent" or "For Sale" or Contractor improvement , which signs shall not exceed 2 ft. x 3 ft. in dimensions, shall refer only to the premises on which displayed, and shall be limited to one sign to a Lot; and

(B) The name and the owner and the street address, the design of which shall be furnished to the Architectural Control Committee upon request, and the Architectural Control Committee shall have the right to disapprove such sign and prohibit the erection of such sign as does not meet with its approval.

Section 7. Nuisances and Unsightly materials

No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by governmental and other similar garbage and trash removal units. In the event any Owner fails or refuses to keep such property free from any unsightly items, weeds or underbrush, five days after posting a notice thereon or mailing a notice to the Owner at his property address requesting the owner to comply with the requirements of this section, The Association may enter and remove all such unsightly items or growth, at the Owner's expense. Owner's, by acquiring subject to these restrictions, agree to pay such cost promptly upon demand by the Association. No such entry as provided herein shall be deemed a trespass.

Section 8. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 9. Maintenance of Premises

It shall be the responsibility of each Owner to prevent the development on his Lot of any unclean, unsightly or unkempt conditions of buildings or grounds which shall tend to decrease the beauty of the neighborhood as a whole or the specific area, including property maintenance of grass or suitable ground covering, provided that what are unclean, unsightly, or unkempt conditions are to be determined by the Architectural Committee and upon a determination that such condition or conditions exist, said condition will be immediately abated upon request by the said Committee. In the event that any Owner of any Lot fails or refuses to correct said condition within five days after request by the committee, the Association may enter and correct said condition at the Owner's expense. Owner's, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by the Association. No such entry as provided herein shall be deemed a trespass.

Article VII General Provisions

Section 1. Enforcement

The Association, any owner, or any other person, firm or corporation owning any interest in the properties, 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 Declaration. Failure 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. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.