

*CEDARFIELD II
HOMEOWNERS
ASSOCIATION*

*ARTICLES
OF
INCORPORATION*

*BY-LAWS
&
DECLARATIONS
OF
COVENANTS
CONDITIONS
AND
RESTRICTIONS*

Cedarfield II Homeowners Association's Declarations Covenants Conditions and Restrictions

Preface

The following set of documents contains a "cleaned up" version of the original documents issued during the years 1989 – 1993. The copies of which were getting very faint and difficult to read. This condition was brought about due to the copying and re-copying of the original documents.

This package was created in the following manner; each page was scanned and by using text recognition software was converted into a Word 97 document. Each document was formatted for easier reading. Every document was then cleaned up of any typos and spelling errors that were contained in the originals. Following this each document was carefully "Proof-Read" to assure the integrity of the original documents (minus errors). Wherever possible, the signatures of secretaries and notaries were inserted as images to maintain the "look and feel" of the original. Due to illegibility of some of the originals this was not always possible

Each of the new copies (where applicable) contains a footer that names the document name and provides the page number and total number of pages for that document. With this feature the reader will know if their copy is complete or not. This feature is not found on the originals, this is an immediate identifying mark of the edited copies.

Package Contents:

- 1) Title Page
- 2) Preface
- 3) Articles of Incorporation
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July 2003

James R. Blyth, editor

*Articles
Of
Incorporation*

**ARTICLES OF INCORPORATION
OF
CEDARFIELD II HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I
NAME

The name of the corporation is Cedarfield II Homeowners' Association, Inc., hereinafter called the "Association."

ARTICLE II
REGISTERED OFFICE AND INITIAL AGENT

The registered office of the Association is located at 4940 Broad Hollow Drive, Charlotte, North Carolina 28226. The location of the registered office may be changed by a majority vote of the Board of Directors. The name and address of the initial registered agent is Vernon R. Parrish, Jr., whose address is 4940 Broad Hollow Drive, Charlotte, Mecklenburg County, North Carolina 28226.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

BEING all of that certain parcel of land lying and being in Huntersville Township, Mecklenburg County, North Carolina, and being known as Cedarfield II Subdivision.

and to promote the health, safety and welfare of the residents within the above described property and any additions hereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in or to be recorded in the Mecklenburg County Public Registry applicable to the above-described property, as the same may be amended from time to time, said Declaration and any such Supplementary Declaration (hereinafter jointly and individually referred to as "Declaration") being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A lot and Class B lot, mortgage, pledge, deed of trust, or hypothecate any or all of it real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association as provided in Article IV of the Declaration;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A lot and Class B lot, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the consent of the members as provided in paragraph (d) above;

(g) annex additional residential property and Common Area pursuant to the provisions of the Declaration; and

(h) have and exercise any and all powers, right and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE IV
POMAMCE

This corporation is a non-stock corporation and no part of the profits (if any) of the corporation shall inure to the pecuniary benefit of its members or to any other person.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 1, 1995.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

<u>Name</u>	<u>Address</u>
Vernon R. Parrish, Jr.	4940 Broad hollow Drive Charlotte, North Carolina 28226
Andrew R. Henderson, Jr.	Post Office Box 161 Roaring Gap, North Carolina 28668
Joyce L. Henderson	Post Office Box 161 Roaring Cap, North Carolina 28668

At the first annual meeting, the members shall elect one (1) director for a term of one year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect the number of directors needed to replace the directors whose terms have just expired.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B lot. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The period of existence of this corporation is unlimited.

ARTICLE X
AMENDMENTS

Amendments to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

ARTICLE XI
FHA/VA APPROVAL

As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII
INCORPORATOR

The name and address of the incorporator is as follows:

John C. MacNeill, Jr. 219 East Boulevard
Charlotte, North Carolina 28203

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 27 day of February, 1989.

John C. MacNeill, Jr. (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, **ANNE SUTTON**, a Notary Public for said County and State, do hereby certify that John C. MacNeill, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 27 day of February 1989.

Anne Sutton
Notary Public

My Commission Expires:
9-5-93

*Declaration
Of
Covenants,
Conditions
And
Restrictions*

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by **CAROLEEN-HENDERSON ENTERPRISES, INC.**, a North Carolina Corporation (hereinafter "Caroleen-Henderson").

W I T N E S S E T H:

WHEREAS, Caroleen-Henderson is the owner of certain property in Huntersville Township, County of Mecklenburg, State of North Carolina, which is more particularly described as:

BEING all of the Lots shown on maps of REGENCY PARK AT CEDARFIELD, Map 1 and REGENCY PARK AT CEDARFIELD, Map 2, which maps are recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867 in the office of the Register of Deeds for Mecklenburg County, North Carolina.

NOW, THEREFORE, Caroleen-Henderson hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Cedarfield II Homeowners Association, Inc., its successors and assigns.

Section 2. "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" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners and designated as "Common Area" including but not limited to, swimming pool and cabana, walking paths, playground areas, subdivision entrances and landscaped islands on any plot of the property described on Schedule A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Being all of the property designated as Common Area on the maps of Regency Park at Cedarfield recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867 in the Mecklenburg County Public Registry.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area.

Section 6. "Declarant" shall mean and refer to Caroleen-Henderson Enterprises, Inc., a North Carolina Corporation, and shall also mean and refer to any person, firm or corporation which shall hereinafter become vested, at any given time, with title to two (2) or more undeveloped Lots for the purpose of causing residence buildings to be constructed thereon, and any such successors in title to Caroleen-Henderson Enterprises, Inc. shall be a Declarant during such period of time as said party is vested with title to two (2) or more such Lots so long as said Lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Special Pool Memberships" shall mean and refer to limited memberships established by the Board of Directors of the Association for persons residing outside of Cedarfield II pursuant to Article X hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1. Existing Property The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Mecklenburg County, North Carolina, and is shown on maps recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867 in the office of the Register of Deeds for Mecklenburg County.

This property shall be herein referred to as "Existing Property".

Section 2. Additions to Existing Property Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described in the aforementioned Schedule A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A Lots and at least two-thirds (2/3) of the votes appurtenant to all Class B Lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common 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 and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, that the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing Lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(b) On December 1, 1995.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments 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 of the Properties and in particular 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 Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, payment 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 assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the following common recreational facilities located or to be located in the Common Area: swimming pool, together with a cabana having dressing and shower facilities, walking paths, playground areas, entrance-ways and road medians. Additionally, the assessments may be used to landscape, plant and maintain any planting, sign or entrance way easements reserved by Declarant on any Lots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and No/100 Dollars (\$300.00) per Class A Lot (\$25.00 per month) and Seventy-five and No/100 Dollars (\$75.00) per Class B Lot (\$6.25 per month).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Ten Percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Ten Percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 applicable to that year only 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for the provisions set out in Article V, Section 3 above, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 Six Percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI
EXTERIOR MAINTENANCE

The Owner shall maintain the grounds and the improvements situated on each Lot, including but not limited to, plantings, landscaping and lawns, at all times, in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon the owner's failure to do so, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot.

Upon the Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association 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 the lien against the Lot as herein provided.

ARTICLE VII
USE RESTRICTIONS

Section 1. **Land Use.** All Lots shall be used for residential purposes only, except that Declarant may maintain sales offices, models and construction offices on the Properties.

Section 2. **Nuisance.** No noxious or offensive activity shall be conducted upon any Lot or in any dwelling, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII
ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any Lot, or combination of contiguous Lots, until the complete construction plans, plot plan, plan sheets from sale, and specifications showing, among other details, the external appearance and the proposed location of the building, fence, wall, outbuilding or other accessory features on the Lot have been approved in writing by Caroleen-Henderson Enterprises, Inc., or its designated agent, which shall have fifteen (15) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part; if neither acceptance nor rejection has been made in writing by Caroleen-Henderson Enterprises, Inc., the plans and specifications shall be deemed to be approved as submitted automatically.

After Caroleen-Henderson Enterprises, Inc. or its designated agent, grants permission for construction, the actual construction plans, plot plan and specifications, together with the requirements of these covenants, shall be the responsibility of the owner and/or builder. Any permission granted by Caroleen-Henderson Enterprises, Inc., or its designated agent, for construction under this covenant shall not constitute or be construed as an approval by Caroleen-Henderson Enterprises, Inc. of the structural stability, design, or quality of a building. At such time as Caroleen-Henderson Enterprises, Inc. no longer owns any of the property described in Schedule A attached hereto, or sooner in the discretion of Caroleen-Henderson, the right of approval set forth in this Paragraph shall be transferred to the Association's Board of Directors.

ARTICLE IX
EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under, and through and along the rear Lot lines of all Lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side Lot lines of all Lots shown on recorded plats, as well as temporary easements five feet in width along the front Lot lines for construction, maintenance and repair purposes. 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 and not along rear or side Lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written assent of the Owner or Owners of such Lot or Lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility, including CATV, and drainage facilities over, under and through the Common Areas as provided in Article III, Section 1(c). Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X
SWIMMING POOL MEMBERSHIPS

The swimming pool, which is a part of the recreation facilities, is located on a portion of the Common Area to be owned by the Association. The Board of Directors of the Association may, at its election, offer special temporary annual pool memberships. Special pool memberships may be offered to persons not residing in Cedarfield II Subdivision, provided that there shall be no more than a total of 575 pool memberships including both permanent and temporary memberships. The Board of Directors, in their sole discretion, may establish annual dues for the special annual pool memberships. The special annual pool memberships shall entitle the holders of such memberships to the use of the swimming pool and related facilities only, and the holders of such memberships shall not be entitled to voting rights or other rights and privileges of members of the Association. Annual dues for the special pool memberships shall be determined by the Board of Directors of the Association at the time the Association annual budget is set.

The Board of Directors of the Association may appoint a pool committee composed of two (2) members of the Board of Directors and one (1) or more members of the Association to coordinate and supervise the use and operation of the pool, and to supervise and make recommendations to the Board of Directors concerning the special pool memberships.

ARTICLE XI
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 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, deeding of Common Area to persons other than the Homeowners Association; and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 7th day of February, 1989.

CAROLEEN-HENDERSON ENTERPRISES, INC.

By: Vernon R. Parrish Jr.
President

(CORPORATE SEAL)

John C. MacNeill Jr.

ASST. Secretary

SCHEDULE A

Being located in Huntersville Township, Mecklenburg County, North Carolina, and being described as follows:

BEGINNING at a point located at the intersection of the center line of McCoy Road with the center line of McElwaine Road, and running thence from said point and place of beginning with the center line of McElwaine Road the following three courses and distances: (1) N.40-07-47W. 1764.77 feet to a point; (2) with the arc of a circular curve to the left having a radius of 1230.0 feet, an arc distance of 445.88 feet (chord bearing and distance N. 50-30-52 W. 443.44 feet) to a point; and (3) N. 60-53-58 W. 97.08 feet to a point; thence N.27-13-13 E. 421.41 feet to a point; thence N. 60-55-06 W.442.78 feet to a point located in the easterly line of the property of Sandy S. and Vicky L. Dial (Deed Book 4838, Page 161 and Deed Book 4647, Page 152, Mecklenburg County Public Registry); thence with four lines of the Dial property aforesaid as follows: (1) N. 17-00-00 E. 180.61 feet to a point; (2) N.23-17-26 E. 400.0 feet to a point; (3) N. 60-28-46 W. 618.08 feet to a point; and (4) S. 03-04-22 W. 1116.08 feet to a point located in the center line of McElwaine Road; thence with the center line of McElwaine Road the following two courses and distances: (1) with the arc of a circular curve to the left having a radius of 994.0 feet, an arc distance of 243.0 feet (chord bearing and distance, N. 72-11-16 W. 242.40 feet) to a point; and (2) N. 79-11-29 W. 356.18 feet to a point; thence with a line of the property of Carl D. Gardner, now or formerly, (Deed Book 4537, Page 465, Mecklenburg County Public Registry), N. 26-35-28 E. 160.24 feet to a point; thence continuing with a line of the property of Carl D. Gardner and also with the rear Lot lines of Lots 32-36, inclusive of Applewood, Section 3 Subdivision and with a line of the property of Katie Catherine Grier, N. 01-33-48 W. 2726.79 feet to a point; thence N. 48-43-27 E. 865.21 feet to a point; thence S. 34-51-07 E. 318.94 feet to a point; thence S. 08-34-21 W. 114.99 feet to a point; thence N. 89-39-34 E. 569.44 feet to a point; thence with a line of the property of Bertram Barnette, now or formerly, (Deed Book 1969, Page 259, Mecklenburg County Public Registry) S. 02-32-27 W. 923.83 feet to a point; thence with two lines of the property of Oaklawn Associates, now or formerly, (Deed Book 5396, Page 21, Mecklenburg County Public Registry) as follows: (1) S. 02-57-52 W. 487.66 feet to a point; and (2) S. 02-59-32 W. 405.05 feet to a point; thence S. 52-25-00 E. 719.56 feet to a point; thence S. 39-14-34 W. 294.45 feet to a point; thence with a line of the property of James W. Flanagan, now or formerly, (Deed Book 1027, Page 476, Mecklenburg County Public Registry), S. 51-54-42 E. 1533.49 feet to a point; thence S. 09-36-15 W. 49.90 feet to a point; thence S. 18-00-45 E. 105.57 feet to an iron; thence S. 06-12-15 E. 134.88 feet to a point; thence N. 78-25 E. 90.73 feet to a point; thence N.09-10-30 E. 149.81 feet to a point in a line of the property of James W. Flanagan aforesaid; thence with a line of the property of said James W. Flanagan, S. 51-54-42 E. 1367.37 feet to a point located in the center line of McCoy Road; thence with said center line of McCoy Road the following three courses and distances: (1) with the arc of a circular curve to the left having a radius of 50,000.0 feet, an arc distance of 479.46 feet (chord bearing and distance S. 41-16-20 W. 479.46 feet) to a point; (2) S. 40-59-51 W. 640.0 feet to a point; and (3) with the arc of a circular curve to the left having a radius of 50,000.0 feet, an arc distance of 381.0 feet (chord bearing and distance, S. 40-46-45 W. 381.0 feet) to the point and place of BEGINNING, the same containing 162.733 acres as shown on boundary survey for Caroleen-Henderson Enterprises, Inc., Dated July 14, 1988, and revised on July 21, 1988, by John R. Yarbrough, N.C.R.L.S.

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Anne Sutton

a Notar(y) (ies) Public (is) (are) certified to be correct
This 8th day of February 19 89
Anne A. Powers, Register of Deeds
By: Army K. Privett Deputy

*By-Laws
Of
Cedarfield II
Homeowner's
Association
Inc.*

**BY-LAWS
OF
CEDARFIELD II HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Cedarfield II Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4940 Broad Hollow Drive, Charlotte, North Carolina 28226, but meetings of members and directors may be held at such places within Mecklenburg County, North Carolina, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Cedarfield II Homeowner's Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "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 and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Cedarfield Subdivision and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II thereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Area" including, but not limited to the pool. Declarant may but shall not be compelled to bring additional property within the scheme of the Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

Being all of the property designated Common Area on the map of Cedarfield II Subdivision recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867, both in the Mecklenburg Public Registry.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area or streets shown on any recorded map. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 6. "Declarant" shall mean and refer to Caroleen-Henderson Enterprises, Inc., a North Carolina Corporation, and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Caroleen-Henderson Enterprises, Inc., a North Carolina Corporation, shall be a Declarant during such period of time as said party is vested with title to two or more lots so long as said lots are undeveloped, developed but unconveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. 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. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) **Class A Lots.** Class A lots shall be all lots except Class B lots as the same are hereinafter defined. Each Class A lot shall entitle the Owner(s) of said lot to one (1) vote. When more than one 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.

(b) **Class B Lots.** Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in Paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B lots shall be reinstated with all rights privileges and responsibilities, if after conversion of the Class B lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 of the Declaration of Covenants, Conditions, and Restrictions of Cedarfield II Subdivision; or

(2) On December 1, 1995, whichever event shall last occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area 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 the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, contract purchasers and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties; provided further, however, the Declarant shall have the right to dedicate streets within the subdivision to a public authority without the approval of the Association even if the Association holds title to such streets;

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina. Members are responsible for the conduct of his family and guests.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association but no later than the third Wednesday in January, 1989, and each subsequent regular annual meeting of the members shall be held on the third Wednesday in January of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president, secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A lots.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these By-Laws, a substitute annual meeting may be called in accordance with Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Place of Meetings. All meetings of the members shall be held at such place, within Mecklenburg County, North Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than 15 days nor more than 50 days before the date of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to each Class of lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 8. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the Association to be kept in the Association minute book.

Section 9. Parliamentary Procedures. At all meetings, "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the By-Laws.

ARTICLE VI **BOARD OF DIRECTORS**

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three until the first annual meeting of the Association at which time the number of directors shall be increased to five. At the first annual meeting the members shall elect one director to serve for a term of one year, two directors to serve for a term of two years and two directors to serve for a term of three years. At each annual meeting thereafter the members shall elect the number of directors

needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association.

Section 3. Successive Term and Re-election. A Class A member of the Association may not be elected to successive three-year terms on the Board. This shall not prevent the re-election of the three directors elected at the first annual meeting to serve the initial one-year term and two-year terms. A Class A member may be re-elected to the Board after a minimum of one year as a non-member of the Board.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the members, by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these By-Laws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 7. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 9. Bonds. The Board of Directors may by resolution require any or all officers, agents and employees of the Association to give a bond to the Association with sufficient sureties conditioned on the faithful performance of the duties of their respective offices or positions and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE VII **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the president of the Association is elected. Thereafter, the president shall serve as chairman. In the event there is a vacancy in the office of the presidency, a chairman shall be elected by the Board of Directors to serve until a new president is elected.

Section 6. Parliamentary Procedures. At all meetings "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the By-Laws.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three years;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient; and

(i) establish special temporary annual pool memberships for persons residing outside Cedarfield II Subdivision.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A lots;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same; and

(4) establish annual dues for special temporary pool memberships.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and all facilities erected thereon to be maintained; and

(h) cause individual properties to be maintained if required by the Declaration.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes and in the absence of the treasurer shall sign all checks.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X
COMMITTEES

The Association shall appoint an architectural committee and pool committee, as provided in the Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE XI
BOOKS AND RECORDS

The Books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII
ASSESSMENTS

As more fully provided in Article V of the Declaration of Covenants, Conditions and Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cedarfield II Homeowner's Association, Inc., Mecklenburg, North Carolina, 1987.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present at a meeting duly called for such purpose in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
VIOLATION OF RULES AND REGULATIONS

Failure to abide by any Rules or Regulations published by the Association shall be grounds for an action, brought by the Association or any aggrieved Owner, to recover damages, or obtain injunctive and equitable relief, or both. In addition to these remedies, in the event of violation by an Owner of any rules or regulations, such Owner's voting rights and rights to use the recreational facilities may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. The duration of such suspension shall be set by the Board and shall not exceed sixty (60) days for each violation. Such hearing shall only be held by the Board after giving the Owner ten (10) days' prior written notice which specifies each alleged violation and sets the time, place and date of the hearing. A determination of the violation and time of suspension or other sanction shall be made by a majority vote of the Board. The Owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing de novo

before the membership of the Association, at which the general requirements of due process shall be observed. Upon an appeal by an Owner of a decision by the Board, a special meeting shall be held within sixty (60) days from the decision by the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting.

ARTICLE XVI
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

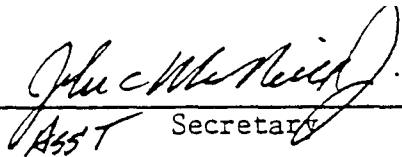
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Cedarfield II Homeowner's Association, Inc., a North Carolina Non-Profit Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Cedarfield II Homeowner's Association, Inc., as duly adopted at a meeting of the

Board of Directors thereof, held on the 2nd day of March, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of March, 1989.



Asst Secretary

*Declaration
Of
Restrictions*

DECLARATION OF RESTRICTIONS

WHEREAS, Caroleen-Henderson Enterprises, Inc., a North Carolina Corporation with its principal office and place of business in the City of Charlotte, Mecklenburg County, North Carolina, caused to be recorded in Map Book 22 at Page 823 and Map Book 22 at Page 867 in the office of the Register of Deeds for Mecklenburg County, North Carolina, maps or plats of Regency Park at Cedarfield, Map 1 and Regency Park at Cedarfield, Map 2, consisting of certain lots of land lying in Mecklenburg County, North Carolina, and owned by the Corporation; and

WHEREAS, Caroleen-Henderson Enterprises, Inc. desires now for the use and benefit of itself, its successors and assigns, and its future grantees, to place and impose certain conditions and restrictions on all of the lots of land in Regency Park at Cedarfield shown on the maps aforesaid;

NOW, THEREFORE, in consideration of the premises Caroleen-Henderson Enterprises, Inc. for itself, its successors and assigns, and its future grantees, does place and hereby impose upon all of the lots of land shown on said subdivision maps of Regency Park at Cedarfield recorded as aforesaid, the following conditions and restrictions:

1. All of the lots shown on the recorded map or plat shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot or combination of contiguous lots, except as herein provided, other than one single-family dwelling not to exceed two and one-half stories in height above ground, a private garage or carport for not more than four cars, and such outbuildings as may be approved for use in connection with the dwelling. If Caroleen-Henderson Enterprises, Inc. grants permission for the erection of duplex residences on any one or more corner lots, any duplex residence erected thereon shall be not more than two stories in height above ground and designed for occupancy by not more than two families, together with a private garage or carport for not more than six cars and such outbuildings as may be approved for use in connection with such duplex dwelling. In the absence of prior written approval by Caroleen-Henderson Enterprises, Inc. for the erection of a duplex dwelling on a corner lot, then there may be erected on such corner lot only one single family dwelling.
2. The lots are a part of the residential Planned Unit Development known as Cedarfield II Subdivision. The Declaration of Covenants, Conditions and Restrictions for Cedarfield II duly recorded in the Mecklenburg County Public Registry requires payment of dues to Cedarfield Homeowners II Association, Inc. and provides additional restrictions on Cedarfield II property.
3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00), based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site.
4. Single family dwellings shall contain not less than one thousand (1,000) square feet of enclosed, heated living area. Floor area as used herein shall not include basements, attached or detached garages, unheated storage areas, carports, or open porches of any type.

All buildings shall have a roof of either slate, tile, first quality shingles, or other similar roofing material approved by Caroleen-Henderson Enterprises, Inc. as to both texture and color.

Exterior siding material of concrete block and firebrick shall be prohibited unless specifically approved by Caroleen-Henderson Enterprises, Inc. or its designated agent.

5. 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 lines designated by Caroleen-Henderson Enterprises, Inc. for the particular lot or combination of contiguous lots. No building shall be located nearer than six (6) feet to any interior lot line, and no structure shall be erected on any easement shown on the recorded map or plat or upon any easement described in this Declaration of Restrictions. For the purpose of this covenant, eaves, steps and uncovered porches or terraces shall not constitute a part of any building; provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon an easement shown on the recorded map or plat referred to in this instrument. No fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half (2-1/2) feet in height shall be permitted between the front lot line and the front building setback line designated by Caroleen-Henderson Enterprises, Inc. and no low tree branches or other types of obstructions shall be placed or permitted to remain in the sight line approaches to any street or to street intersections.
6. No obstruction or structure of any kind, except the minimum standard mail receptacle required by the United States Postal Service, shall be permitted on any street right of way shown on the map aforesaid, without the execution and filing of an encroachment agreement with the State Department of Transportation by the individual lot owner.
7. Before any unimproved lot may be sold to any person, firm or corporation other than Caroleen-Henderson Enterprises, Inc. or to its successors, the owner or owners of such lot shall offer first in writing to sell the lot to Caroleen-Henderson Enterprises Inc. or its successors, at a price equal to the highest bona fide offer made to such owner or owners for said lot. If Caroleen-Henderson Enterprises, Inc. or its successors, does not accept or reject in writing said offer of sale within ten (10) days from the date of receipt of the same, the then owner or owners of such lot shall have the right to sell the same without any further or additional obligation to offer the same to Caroleen-Henderson Enterprises, Inc.
8. Caroleen-Henderson Enterprises, Inc. reserves the right, but shall not be obligated, to waive in writing any violation of the front building setback line or either side lot line, provided that such violation does not exceed ten percent (10%) of the established or prescribed requirements, and the violation thereof was unintentional. Such violation must meet Mecklenburg County zoning requirements or a variance must be obtained for same.
9. No lot or assembly of contiguous lots shall be subdivided by sale or otherwise so as to reduce either the total lot area shown on the recorded map or plat, or the purchased assembly of contiguous lots as herein provided for, except by and with the written consent of Caroleen-Henderson Enterprises, Inc..
10. No residence of a temporary nature shall be erected or allowed to remain on any lot or assembly of contiguous lots, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot or assembly of contiguous lots either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on lot, and any boats and boat trailers shall not be parked on the street or within the front or side Street setback lines, and In addition, shall be parked undercover and within a carport, garage other shelter approved by the Architectural Control Committee as to location and appearance, and no such vehicles or trailers may be occupied while parked on any lot; provided, however, with the prior written consent of Caroleen-Henderson Enterprises, Inc., builders may maintain temporary construction offices on Lots.

11. Unless specifically approved otherwise by Caroleen-Henderson Enterprises, Inc., any driveway erected in, on, or upon any lot or assembly of contiguous lots, shall have either an asphaltic concrete surface or a cement concrete surface to the dwelling and garage or carport from the pavement of the street fronting the lot or assembly of contiguous lots, and that portion of such driveway located within the public right of way shall be put in place in strict accordance with the regulations and requirements of the North Carolina State Highway Department.

If any government agency or private or public utility deems it necessary or advisable to erect one or more structures within the area shown on the recorded map hereinafter identified, in order to furnish utilities to the vicinity, including the area shown on the said map, then, with the prior written consent of Caroleen-Henderson Enterprises, Inc., or its designated agent, any lot within the area may be used for such purpose, provided:

(a) The structure placed upon the lot has the general exterior appearance of a residence and is approved as to both appearance and size by Caroleen-Henderson Enterprises, Inc..

(b) The use of any such structure shall be limited to a telephone exchange, telephone repeater junction or switching facility, electric power transformer house or sub-station, pumping station, control station for gas distribution, water tank, clerical office, library, or any combination of such uses; and any such structure shall have adequate paved and screened off-street parking for the vehicles of visitors, employees or patrons. All services and operational functions conducted on the premises shall be within the enclosure of the structure.

(c) The yard storage of yard and garden maintenance machinery, equipment parts, or other accessories shall be fully screened by a wall or by shrubbery of sufficient height to conceal such storage.

(d) No open portion of the lot shall be used as a storage place or garage for any type of commercial vehicles, which shall be housed in a garage enclosure and which shall be limited in size to accommodate not more than six (6) vehicles.

(e) The limitations, restrictions and provisions of all other paragraphs of this document, except paragraph one, shall apply to the non-dwelling use permitted by this paragraph unless inconsistent with the permissive non-dwelling use herein granted.

12. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.
13. No sign or bulletin boards of any description shall be displayed on any residential lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two by three (2 x 3) feet in size.
14. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or any other unenclosed area within the Properties, except in such areas within the properties or on lots which are approved for such purposes by the Board of Directors.
15. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot other than a conventional television antenna, which shall not extend ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.
16. Any detached storage buildings located on a lot must be of similar design and materials as the home located thereon. No metal building, metal accessory structure or above-ground pool of any kind shall be placed on any lot.

17. Chain link or other metal fencing is not permitted, except that two-inch by four-inch (2" x 4") mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used immediately around patios, wood decks, or pools as privacy screens; provided, however, the design and appearance of such fencing is specifically subject to review by the Architectural Control Committee as set forth in Paragraph 2 hereof prior to the commencement of construction.
18. (a) Caroleen-Henderson Enterprises, Inc. also reserves an easement in and right at any time in the future to grant a five-foot right of way over, under, and along the rear lines of each lot or assembly of contiguous lots for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water, sanitary sewerage and storm water drainage services.

(b) Caroleen-Henderson Enterprises, Inc. also reserves an easement in and right at any time in the future to grant a five-foot right of way over, under and along the side lines of each lot or assembly of contiguous lots for the same uses and purposes set forth in paragraph 18(a) above.

(c) Caroleen-Henderson Enterprises, Inc. reserves an easement in and right at anytime in the future to grant a five-foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.
19. No driveway cuts or other accesses shall be allowed on any collector streets within Cedarfield II Subdivision without the prior written consent of Caroleen-Henderson Enterprises, Inc., its successors or assigns.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and after that time these covenants shall be extended automatically for successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered, agreeing to change said covenants in whole or in part.
21. These covenants may be enforced by Caroleen-Henderson Enterprises, Inc., or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.
22. Invalidation of any one of these covenants by judgment, court order, or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.
23. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any land of Caroleen-Henderson Enterprises, Inc. other than the land shown on the subdivision map hereinabove referred to.
24. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and 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; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

***ARCHITECTURAL
CONTROL
GUIDELINES***

ARCHITECTURAL CONTROL GUIDELINES

Scope

The Architectural Control Guidelines of the Cedarfield Homeowners Association interpret and clarify the architectural controls as set forth in the Declaration of Restrictions and the Declaration of Covenants, Conditions, and Restrictions for Cedarfield (Homeowner Documents). These guidelines will be utilized by the Architectural Control Committee of the Cedarfield Homeowners Association to evaluate and approve or deny property changes and improvements as set forth in the Homeowner Documents.

Purpose

The guidelines set forth herein are intended to be utilized by members of the Association when planning changes to their property that will require Architectural Control Committee approval. The purpose is to:

1. Ensure property changes and improvements conform to the existing architectural tone of the area.
2. Ensure the changes are in keeping with the building specifications as set forth by Caroleen-Henderson Enterprises, Inc. for Cedarfield II and Oaklawn Associates for Cedarfield I.
3. Ensure that the improvement will not interfere with the overall appearance of the community.

THESE GUIDELINES IN NO WAY SUPERSEDE THE GUIDELINES AND DIRECTIVES OF THE HOMEOWNER DOCUMENTS.

FENCES

1. Any fence shall be constructed of high quality materials and be installed in a professional manner. It must also meet the 50% open rule as described in the Homeowner Documents.
2. Split rail fences shall be left natural and unfinished.
3. Fences, other than split rail, shall not be installed on the top of a berm, nor shall they be installed on the side of a berm in such a manner that the top of the fence extends beyond the top of the berm.
4. Metal fencing is not permitted, except that two-inch by four-inch (2" x 4") mesh may be used with split rail fencing to contain animals within the yard.
5. Construction of any fencing must be of professional quality.

OUTBUILDINGS

Any reference to home or residence refers to the home constructed on the lot on which the storage structure is to be placed or constructed.

1. Portable storage or outbuildings shall not exceed a size greater than 120 square feet of floor space.
2. Any outbuilding larger than 120 square feet must be constructed on a permanent foundation with brick curtain walls and conform to the following:
 - A. Exterior siding material to be of horizontal lapsiding similar to that utilized on homes in the community or constructed of brick.
 - B. Roof pitch must be a minimum of 8/12.
 - C. Doors and windows must be of a grade equal to or better than those installed on the house constructed on the lot.
3. The siding and trim paint color of any storage building must be the same as the siding and trim on the home. If the residence is all brick, the exterior color of the siding on the storage building must be approved by the Architectural Control Committee.
4. Storage buildings will not be permitted on berms.
5. Homeowners shall attempt to place the buildings on their lot in a manner so that they cannot be seen from the street when facing the front of the house from the street.
6. Portable buildings shall be installed in such a manner so that there shall not be a gap between the ground and the bottom of the structure greater than 12". Gaps in excess of 12" shall be screened with a foundation, lattice, landscaping, or with other material suitable by the Committee.

ADDITION TO HOME

1. Any addition, enlargement, or porch that is completely enclosed and capable of being heated and cooled that is attached to a residence will comply with the following:
 - A. Foundations will be of brick curtain wall construction.
 - B. Exterior siding material and color, roofing material and color, door and window types will be the same as that installed on the house to which the addition is being made.
 - C. Where architecturally possible, roof pitch will be 8/12 for non-shed roofs and 7/12 for shed roofs.
2. Additions that are not completely enclosed shall be considered porches or decks and may be constructed on brick or wood pier foundations. Any wood to be left exposed must be treated lumber, redwood, or cedar. Any other type of wood must be painted or stained.

All projects shall be completed in an expeditious and timely manner. Any clarification or interpretation of these guidelines shall be at the discretion of the Architectural Control Committee.

ARCHITECTURAL APPLICATION
ARCHITECTURAL REVIEW COMMITTEE

NAME _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

DAY PHONE _____ EVENING PHONE _____

Proposed Improvement Checklist:

Fence

- Site plan Showing location and dimensions
- Description & Specifications (Including materials)

Driveway / Patio / Sidewalk Improvement

- Site plan showing location, setbacks, easements, right of way
- Permit (If required by Mecklenburg County)
- Description & Specifications

Decks & Screen Enclosures

- Site plan
- Rear & side elevations
- Description & Specifications
- Roof pitch & materials
- Building Permit Number
- Is this room to be cooled or heated? (If so then submit as a room addition)

Outbuilding

- Site plan
- Description & manufacturers specs. Include all dimensions (Length, width, height)
- Trim & siding colors (See guidelines)

Additions

- Site plan
- Elevations
- Foundation type & materials
- Specifications: windows, doors, roofing type and pitch, siding .all must meet or exceed original home specs.
- Building permit number

Comments:

Signature _____

Date Submitted _____

On site review comments by Committee member:

Approval Date _____

Rejected Date _____

Cedarfield II Homeowners Association
Notification of By-Law Violation

Home Owner: _____ Date: _____
Street: _____ City: Huntersville State: NC Zip Code: 28078

The homeowner as listed above has been found to be in violation of the following:

- 1) Article: _____,
2) Article: _____,

At the end of the third full week after notification a \$25.00 fine is assessed and every week there after until compliance or approval. Date:(Sec. Notice _____ Third Notice _____)

THIRD AND FINAL WARNING!

Home Owner: _____ Date: _____
Street: _____ City: Huntersville State:NC ZIP Code: 28078 You have been found to be in violation of one or more of the by-laws set forth in the documents you received at the closing of your property. You now have one (1) week to correct the violation or contact the Architectural Committee for approval. If this is not done, by the end of the third week, you will be assessed \$25.00 per week until the correction is made or approval is granted. You are in violation of the following:

- 1) Article: _____,
2) Article: _____,

SECOND WARNING!

Home Owner: _____ Date: _____
Street: _____ City: Huntersville State:NC Zip Code: 28078
You have been found to be in violation of one or more of the by-laws set forth in the documents you received at the closing of your property. You now have two (2) weeks to correct the violation or contact the Architectural Committee for approval. If this is not done, by the end of the third week, you will be assessed \$25.00 per week until the correction is made or approval is granted. You are in violation of the following:

- 1) Article: _____,
2) Article: _____,

FIRST WARNING

HomeOwner: _____ Date: _____
Street: _____ City: Huntersville State: NC Zip Code: 28078
You have been found to be in violation of one or more of the by-laws set forth in the documents you received at the closing of your property. You now have three (3) weeks to correct the violation or contact the Architectural Committee for approval. If this is not done, by the end of the third week, you will be assessed \$25.00 per week until the correction is made or approval is granted. You are in violation of the following:

- 1) Article: _____,
2) Article: _____,

*Amended
Resolution
Of
The
Board
Of
Directors
Of
Cedarfield II*

Amended Resolution of the Board of Directors of Cedarfield II

Architectural Control Guidelines

Scope

The Architectural Control Guidelines of the Cedarfield II Homeowners Association interpret and clarify the architectural controls as set forth in the Declaration of Restrictions and the Declaration of Covenants, Condition and Restrictions for Cedarfield II. These guidelines will be utilized by the Architectural Control Committee of Cedarfield II homeowners Association to evaluate and approve or deny property changes and improvements as set forth in the Homeowners Documents.

Purpose

The guidelines set forth herein are intended to be utilized by members of the Association when planning changes to their property that will require Architectural Control Committee approval. The purpose is to:

1. Ensure property changes and improvements conform to the existing architectural tone of the area.
2. Ensure the changes are in keeping with the building specifications as set forth by Caroleen- Henderson Enterprises, Inc. for Cedarfield II.
3. Ensure that the improvement will not interfere with the overall appearance of the community.

THESE GUIDELINES IN NO WAY SUPERSEDE THE GUIDELINES AND DIRECTIVES OF THE HOMEOWNER DOCUMENTS.

Fences

1. Any fence shall be constructed of high quality materials and be installed in a professional manner. It must also meet the 50% open rule as described in the homeowner documents.
2. Wood fences shall be constructed of pressure treated wood, or wood with similar characteristics, and shall be left natural and unfinished.
3. Fences, other than split rail, shall not be installed on the top of a berm, nor shall they be installed on the side of a berm in such a manner that the top of the fence extends beyond the top of the berm.
4. Black or white cast aluminum fencing (synthetic wrought iron) is the only metal fencing to be permitted, with the exception of two inch by four inch (2"x 4") mesh that may be used with split rail fencing to contain animals within the yard.
5. Construction of any fencing must be of professional quality.

Outbuildings

Any reference to home of residence refers to the home constructed on the lot on which the storage structure is to be placed or constructed.

1. Portable storage or outbuildings shall not exceed a size greater than 120 square feet of floor space.
2. Any building larger than 120 square feet must be constructed on a permanent foundation with brick curtain wall and conform to the following:
 - A. Exterior siding material to be of horizontal lapping similar to that utilized on homes in the community or constructed of brick.
 - B. Roof pitch must be a minimum of 8/12.
 - C. Doors and windows must be of a grade equal to or better than those installed on the house constructed on the lot.
3. The siding and trim paint color of any storage building must be the same as the siding and trim on the home. If the residence is all brick, the Architectural Control Committee must approve the exterior color of the siding on the storage building.
4. Storage buildings will not be permitted on berms.
5. Storage buildings must be placed in the backyard and homeowners shall attempt to place the buildings on their lot in a manner so that the storage building cannot be seen from the street when facing the front of the house from the street.
6. Portable buildings shall be installed in such a manner so that there shall not be a gap between the ground and the bottom of the structure greater than twelve inches (12"). Gaps in excess of 12" shall be screened with a foundation, lattice, landscaping or with other material suitable by the Committee.

Satellite Dishes

The Federal Communications Commission limits the association's ability to prohibit regulate certain types of antennas. In order to comply with the FCC rules, the Committee will not require prior approval with respect to (1) antennas or satellite dishes designed to receive direct broadcast satellite service which are twenty four inches or less in diameter; (2) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are twenty four inches or less in diameter or diagonal measurement; or (3) antennas or satellite dishes designed to receive television broadcast signals, provided that any such antenna or satellite dish is:

1. Located in the attic, crawl space, garage, or other interior spaces of the dwelling or another approved structure on the Units so as not to be visible from the outside the dwelling or other structure, or
2. Located in the rear or side of the dwelling (i.e., the area between the plane formed by the front façade of the dwelling and the rear lot line) and setback from all lot lines at least six (6) feet; or
3. Attached to or mounted on the rear wall or rear roof of the dwelling so as to extend no higher than the ridge line of the dwelling at a point directly above the position where attached or mounted.

Should an owner determine that an antenna or satellite dish cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, or unreasonably increasing the cost of installation, maintenance, or use of the antenna or satellite dish, then the owner may apply to the Architectural Control Committee for approval of an alternative location or method of installation. Such alternative location shall be the least conspicuous location in which an acceptable signal can be received.

Exterior Painting

The Architectural Control Committee shall approve any change of exterior paint colors. Primary paint colors should not match either adjacent neighbor or the home directly across the street.

*Cedarfield II
Committees*

ARCHITECTURAL REVIEW COMMITTEE

PURPOSE

The Architectural Review Committee exists for the purpose of maintaining the Architectural integrity and harmonious appearance of the community.

DUTIES

The committee may include among its duties and responsibilities the following:

- . Establishment of architectural and design standards / guidelines for the community. The committee may refine existing guidelines or devise standards for various applications, such as decks, fences, pools, etc.
- . Receive and review architectural requests for approval pursuant to the guidelines. Committee will render a decision to the applicant within 30 days of the receipt of the request by the committee.
- . Follow up on final inspections of completed requests to determine that construction meets approved guidelines.

DOCUMENTS

The closing attorneys or your builder should have provided you with the following documents.

- Declaration of Covenants, Conditions, and Restrictions
- Declaration of Restrictions
- Homeowner Association By-Laws
- Articles of Incorporation

If you have not received these documents, please check with your builder before contacting the Homeowner's Association.

NEWSLETTER COMMITTEE

PURPOSE

To provide a means of communication with the members of the Association about activities in the Cedarfield Community, Board communications, and other information.

DUTIES

The activities and responsibilities of the Newsletter Committee may include the following:

- . Prepare and publish a periodic, preferably monthly, newsletter for the association.
- . Prepare and maintain an updated Association Membership directory of distribution to all members.

POOL/ SWIM COMMITTEE

PURPOSE

The Pool/Swim Committee is responsible for assisting with the operations of the swimming pool, the pool activities, improvements, and swim team activities.

DUTIES

The Pool/Swim Committee is responsible for the following activities:

- . Development and distribution of the rules and regulations for the use of the pool; assisting with the determination of the hours of operation.
- . Assisting the Social Committee with membership activities related to the pool and clubhouse.
- . Develop the pool rental policy and charges as applicable.
- . Coordinate the formation and ongoing activities of the swim team for the community; would include coordinating the purchase or construction of some equipment and supplies, team practices, and other team needs.
- . **Assist** with recommendations and development of long range improvement plans for the pool and club area, including coordinating **fund-raising projects**.

SOCIAL COMMITTEE

PURPOSE

To provide relaxed social functions promoting community involvement and neighborly relations.

ORGANIZATIONAL STRUCTURE

Cedarfield I and II have created a Steering Committee comprised of three representatives and two alternates from each community. The Steering Committee works hand-in-hand with the Social Committees of both Cedarfield I and Cedarfield II to plan each activity. The Steering Committee is primarily responsible for developing the scope, budget, and manpower requirements for the individual events. Events Chairpersons from the Social Committees who have volunteered to run a social event are responsible for organizing and coordinating all facets of the event.

Participation of community residents is critical to the success of the Social Committee and the events themselves. We need your help. Please volunteer your time and talents so we may provide the best possible social functions.

SCHEDULE OF EVENTS

The following types of events have been sponsored or are being considered in the current year.

Easter Egg and Scavenger Hunt	Oldies Dance
Flea Market	Fourth of July Parade
SpringFest Celebration (Pool Opening)	Golf Tournament
Pool Parties	Halloween Party
Pizza Parties	Christmas Bon-Fire & Hayride

STREET CAPTAINS / WELCOMING COMMITTEE

Purpose:

Street Captains provide a vital link between the homeowners and the committees by providing for a distribution network for all written information. Also, Street captains serve as a welcoming committee to make new homeowners feel a part of their new community by welcoming each new homeowner and providing them with information concerning their new community.

Duties:

The Duties of the Street Captains / Welcoming Committee include the following:

- Distribute all Cedarfield flyers, newsletters, and directories.
- Making a personal welcoming visit to each new homeowner as they move into the community.
- Delivering the “Welcoming Package” to each new homeowner. Providing names and addresses of the new families to the Newsletter Committee.

*Cedarfield
Pool
Rules*

CEDARFIELD I POOL RULES

MEMBERS

All dues paying members of Cedarfield I and II Homeowners Association can use the pool. A pool usage fee of \$50 will be charged to Cedarfield II residents. No outside memberships will be issued.

GUESTS

Guests must be accompanied by a member. Out of town guests may swim at no charge. There will be a \$1.00 charge for each in-town guest (within a 30 mile radius).

POOL RULES

Only clean shoes on deck	No running
Shower before entering pool	No diving
Keep off lane markers & ropes	No glass containers
No flotation devices, except approved PFD (personal flotation devices), unless approved by mgmt	No Band-Aids or gum in pool
Swimsuit required, no cutoffs	No food or beverage in pool
Children under the age of 8 must be accompanied by adult	No spitting
No swimming without lifeguard	No foul language
Ten minute adult-only swim will be utilized by the lifeguards as deemed necessary	No diapers in large pool
Food should be restricted to awning area.	No open display of alcoholic beverages
	Lifeguards have ultimate authority
	Lap lane will be install upon adult request for lap swimming
	No "supersoaker" squirt guns permitted
	No wheeled devices permitted on pool deck except baby strollers.

POOL PARTIES

- All parties occur after normal pool hours.
- Homeowner assumes liability for damages occurring from party. Refundable deposit of \$150 is required. Lifeguard and renter will agree on salary paid.
- All pool parties will have an adult homeowner present.
- Cost for pool rental is hourly wage for one or more lifeguards.
- Homeowner is responsible for clean up of pool area.

SWIMMER IDENTIFICATION

A master list with the name of each family member will be kept at the sign-in desk.

If a family's Homeowners Association dues are not currently paid, they will not be allowed access to the pool on instruction from our management company.

CEDARFIELD II POOL RULES

MEMBERS

All dues paying members of Cedarfield I and II Homeowners Association can use the pool. A pool usage fee of \$50 will be charged to Cedarfield I residents. No outside memberships will be issued.

GUESTS

Guests must be accompanied by a member. Out-of-town guests may swim at no charge. There will be a \$1.00 charge for each in-town guest (within a 30 mile radius).

POOL RULES

- Only clean shoes on deck
- Shower before entering pool
- Keep off lane markers & ropes
- No flotation devices, except approved PFD (personal flotation devices), unless approved by mgmt
- No glass containers
- Children under the age of 11 must be accompanied by adult
- Children 8 to 10 years may swim unsupervised upon passing swim test administered by lifeguard
- Ten minute adult-only swim will be utilized by the lifeguards as deemed necessary
- No running
- Shallow diving only, and only in deep well
- No Band-Aids or gum in pool
- No food or beverage in pool
- No spitting
- No foul language
- Swimsuit required, no cutoffs
- No open display of alcoholic beverages
- No loud music
- No swimming w/o lifeguards present
- No diapers in large pool
- Lifeguards have ultimate authority
- Lap lane will be install upon adult request for lap swimming

Suspensions are on the recommendation of the lifeguard and subject to the approval of the pool committee. Reinstatement is subject to property owner conference with the pool committee.

POOL PARTIES

- All parties occur after normal pool hours.
- Refundable deposit of \$150 is required along with the assumption of liability for damages over and above.
- All pool parties will have an adult homeowner present.
- Hourly cost for pool rental is \$25; rate will not be prorated. Homeowner is responsible for clean up of pool area.

SWIMMER IDENTIFICATION

A master list with the name of each family member will be kept at the sign-in desk. If a family's homeowners association dues are not currently paid, they will not be allowed access to the pool on instruction from our management company.

Appendix A

The following are the various stamps and other data that were placed on the original documents in order to locate their origin and place in the various Registries.

Articles of Incorporation

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Page One	CORPORATION BOOK 0183 PAGE 0648
Page Two	CORPORATION BOOK 0183 PAGE 0649
Page Three	CORPORATION BOOK 0183 PAGE 0650
Page Four	CORPORATION BOOK 0183 PAGE 0651

Declaration of Restrictions

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Page One	REAL ESTATE BOOK 5962 PAGE 0919
Page Two	REAL ESTATE BOOK 5962 PAGE 0920
Page Three	REAL ESTATE BOOK 5962 PAGE 0921
Page Four	REAL ESTATE BOOK 5962 PAGE 0922
Page Five	REAL ESTATE BOOK 5962 PAGE 0923

Declaration of Covenants, Conditions and Restrictions

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Page One	REAL ESTATE BOOK 5962 PAGE 0905
Page Two	REAL ESTATE BOOK 5962 PAGE 0906
Page Three	REAL ESTATE BOOK 5962 PAGE 0907
Page Four	REAL ESTATE BOOK 5962 PAGE 0908

Page Five	REAL ESTATE BOOK 5962
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Page Nine	REAL ESTATE BOOK 5962
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Page Ten	REAL ESTATE BOOK 5962
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Page Eleven	REAL ESTATE BOOK 5962
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Page Thirteen	REAL ESTATE BOOK 5962
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Page Fourteen	REAL ESTATE BOOK 5962
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