

21 169 5046

**ARTICLES OF INCORPORATION
OF
CAMBERLEY HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, being a natural person of full age, make these Articles of Incorporation for the purpose of forming a nonprofit corporation pursuant to the provisions of Chapter 55A of the North Carolina General Statutes.

ARTICLE I

NAME

The name of the corporation is Camberley Homeowners Association, Inc.

ARTICLE II

DURATION

The period of duration of the corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which the corporation is organized are:

(a) To provide for the management, maintenance, preservation, administration and operation of Camberley, a planned unit development pursuant to the North Carolina General Statutes as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Camberley to be recorded in the Office of the Register of Deeds for Union County, North Carolina (the "Declaration");

(b) To promote the health, safety and welfare of the "Owners" (as defined in the Declaration) and the residents within the jurisdiction of this corporation; and

(c) To engage in any and all lawful activities incidental to the foregoing purposes, except as restricted herein.

ARTICLE IV

TAX STATUS

The corporation shall have all the powers granted non-profit corporations under the laws of the State of North Carolina. Notwithstanding any other provision of these Articles of Incorporation, the corporation hereby elects tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The corporation shall not carry on any activities prohibited by a corporation electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law or of any analogous law of the State of North Carolina. No part of the net earnings of the corporation shall inure to the benefit of its members, directors, officers, or other persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the corporation.

ARTICLE V

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, the assets thereof shall, after all liabilities and obligations of the corporation have been paid, or adequate provision made therefor, be dedicated to an appropriate public agency to be used for purposes similar to those for which the corporation was created or, in the event that such dedication is refused acceptance, distributed to any association or associations organized for purposes similar to those set forth in Article III above, all in accordance with any further provisions of the bylaws of the corporation.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

The corporation shall have members. Such membership shall be limited to the owners of the Lots in Camberley, and every owner of a Lot shall automatically be a member of the corporation. The rights, powers and privileges of members of the corporation, including voting rights, are set forth in the Declaration and the Bylaws.

ARTICLE VII

REGISTERED AGENT AND OFFICE

The address of the initial registered office and principal office in the State of North Carolina is Suite 2600, One First Union Center, 301 South College Street, Charlotte, Mecklenburg County, North Carolina 28202-6038, and the name of the initial registered agent at such address is James M. Talley, Jr.

ARTICLE VIII

EXECUTIVE BOARD

The affairs of the corporation shall be managed by an Executive Board of two (2) members. The number of members of the Executive Board may be changed by amendment of the bylaws of the corporation. The name and address of the persons who are to act as initial members of the Executive Board until they are replaced as provided in the Bylaws are:

<u>Name</u>	<u>Address</u>
Christopher B. Harmon	P. O. Box 310 Mt. Pleasant, SC 29465-0310
Herbert Jonkers	Route 2, Box 99E Charles Town, WV 25414

ARTICLE IX

INDEMNIFICATION

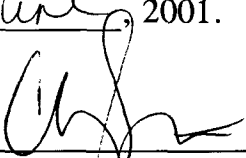
To the fullest extent permitted by the North Carolina Nonprofit Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director or officer of the corporation shall be personally liable to the corporation or any of its members for monetary damages for breach of any duty as a director or officer. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with the article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

ARTICLE X

INCORPORATOR

The name and address of the incorporator is: Cheryl D. Steele, 2600 One First Union Center, 301 South College Street, Charlotte, North Carolina 28202.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 12th day of June, 2001.



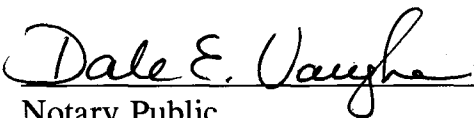
Cheryl D. Steele INCORPORATOR (SEAL)

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

This is to certify that on this 12th day of June, 2001, before me, Dale E. Vaughan, a Notary Public of Mecklenburg County, North Carolina, personally appeared Cheryl D. Steele, who executed the foregoing Articles of Incorporation of Camberley Homeowners Association, Inc., and I having first made known to her the contents thereof, he did acknowledge that she signed, sealed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 12th day of June, 2001.



Notary Public

My Commission Expires: Sept. 22, 2003

BYLAWS
OF
CAMBERLEY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Camberley Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 301 S. Collage St. Suite 2600 Mecklenburg County, North Carolina 28202, but meetings of the members and directors may be held at such place or places within the State of North Carolina, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

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

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean refer to RP Providence LLC, a North Carolina Limited Liability Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Union County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

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, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such 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 meeting. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have 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 5. 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.

ARTICLE IV

BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five directors who need not be members of the Association; provided, however, the affairs of this Association prior to the first annual meeting shall be managed by an initial Board of three (3) directors appointed by the Declarant who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of two years and at the next annual meeting thereafter, the members shall elect for a term of two (2) years two more directors. At each annual meeting thereafter the members shall elect the number of directors whose terms are expiring to serve a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may 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 may 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 2. Election. Election to the Board of Directors shall be 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 to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held quarterly 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, 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 of 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. 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 Bylaws, 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; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 one fourth (1/4) of the Class A members who are entitled to vote;
- (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 Lot at least thirty (30) days in advance of each annual assessment period.
 - (2) send written notice of each assessment to every Owner -subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30)-days after due date or to bring an action at law against the owners personally obligated to pay the same.
- (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 certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association and upon all the Properties in accordance of the Declaration;
- (f) cause all officers or employees having fiscal responsibilities to bonded, as it may deem appropriate.
- (g) cause the Common Area to be maintained.

ARTICLE VIII

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, 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 at the first Board meeting held after an annual meeting.

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 and 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.

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 meeting 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 oversee the receipt and deposits in appropriate bank accounts and oversee the disbursement of funds, shall sign all promissory notes of the Association- keep proper books of account; may 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 presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMTTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint any other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 Bylaws 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 costs.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, 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 a rate of six (6) percent per annum, and a late fee, which will be determined by the Board of Directors, shall be added to the amount of such assessment, 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 attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the corporation shall consist of two concentric circles between which is the name of the corporation and in the center of which is inscribed "SEAL", and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the corporation.

Section 2. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December in each year.

Section 3. Amendments. These Bylaws may be amended, at a regular or special meeting of the members, by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total votes of the corporation, which shall include a majority of the votes of members other than the Declarant or, where the two (2) class voting structure is still in effect, shall include a majority of each class of members. So long as there is a Class B membership and lots are sold in Camberley with FhA insured or VA mortgage loans, then any amendment to these Bylaws shall require the prior approval of the Veterans Administration or the Federal Housing Administration. In addition, the Declarant may amend these Bylaws at the request of the Veterans Administration, the Federal Housing Administration or the Federal National Mortgage Association to correct clerical or scrivener's errors.

Section 4. Provisions of Articles of Incorporation and Declaration. In case of conflict between a provision in these bylaws and a provision in the Articles of the Incorporation of the Corporation or the Declaration, the provision of the Articles of Incorporation or Declaration shall govern.

I hereby certify that the foregoing is a true and accurate copy of the BYLAWS adopted by the Board of Directors of CAMBERLEY HOMEOWNERS ASSOCIATION, INC.


Secretary
For R.P. Providence

PK 164005653
Devi Hunter
535-8558
\$240/yr.

63215

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 9.6.2001
Time 4:10
JUDY G. PHARR, Clerk
Union County, North Carolina

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CAMBERLEY**

THIS DECLARATION is made as of this 31 day of August, 2001, by RP Providence LLC, a North Carolina limited liability company, referred to in this instrument as "Developer."

STATEMENT OF PURPOSE

Developer is the owner of those certain parcels of land which are known as Camberley Subdivision, located in Union County, North Carolina, ("Camberley") more particularly described on Plat recorded in Plat Cabinet G, File 602 and 603 in the Union County Public Registry (the "Submitted Property").

It is in the best interest of Developer, as well as to the benefit, interest and advantage of each person or other entity later acquiring any property in Camberley, that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land.

Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in Camberly and for the continued maintenance and operation of such recreational and common areas as may be provided.

DECLARATION

In consideration of the premises and for the purposes stated, Developer hereby declares that all of the Submitted Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (all of which are collectively referred to in this instrument as "restrictions"), which restrictions shall be construed as covenants running with the land and shall be binding on all parties having any right, title

Drawn by and Mailed to: Cheryl D. Steele
Horck, Talley, Pharr & Lowndes, P.A.
301 South College Street, Suite 2600
Charlotte, North Carolina 28202-6038

RECORDED
AND
VERIFIED
COS

#113776.1

21 homes at 240.
6480

or interest in the described real property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

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

(1.1) "Association" shall mean Camberley Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina and its successors and assigns.

(1.2) "Builder" or "Builders" shall mean the record owner of a fee simple title to any Lot whose sole purpose in owning the Lot is to construct a residential dwelling to be sold to a third party.

(1.3) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Camberley but excluding those having such interest merely as security for the performance of an obligation.

(1.4) "Properties" shall mean the Submitted Property and such real property as may subsequently be brought within the jurisdiction of the Association.

(1.5) "Common Area" shall mean all real property and/or easements over real estate acquired by the Association in Camberley for the common use and enjoyment of members of the Association lying within the boundaries of the Properties. Common Areas, with respect to the Properties subject to this Declaration, shall be: (i) shown on the plats of Camberley recorded in the Union County Public Registry and designated thereon as "Common Open Space" or "COS" or "LSE" or "Landscaping Easement" and (ii) all entrance islands within the public rights of way, if any.

(1.6) "Lot" shall mean any numbered plot of land to be used for residential purposes shown upon any recorded subdivision plat of the Properties subject to this Declaration.

(1.7) "Developer" shall mean and refer to RP Providence LLC and its successors and assigns.

(1.8) "Person" shall mean a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall

include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(1.9) "Camberley" shall mean the Submitted Property, together with such additions thereto as may from time to time be designated by Developer in accordance with Article II hereof, whether or not such additions are contiguous with or adjoin the boundary lines of the Submitted Property.

(1.10) "FHA and VA" shall mean and refer to the Federal Housing Administration, U.S. Department of Housing and Urban Development, and the Veteran's Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

(2.1) The Submitted Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration. Only the Submitted Property is hereby made subject to this Declaration; provided, however, Developer shall have the right to subject other real property to these restrictions as provided in Section 2.2.

(2.2) Without further assent or permit, Developer hereby shall have the right within seven (7) years from the date of this Declaration, exercisable from time to time, to subject other real property within a one mile radius of the Submitted Property in order to extend the scheme of this Declaration to other property to be developed as part of Camberley and thereby bring such additional properties within the jurisdiction of the Association (provided that the FHA and the VA determine that the annexation of such area is in accord with Developer's general plan of development of Camberley as previously approved by them, if such determination and approval are necessary).

(2.3) Any addition of real property shall be made by filing of record one or more Supplemental Declarations in respect to the property to be then made subject to this Declaration, and the jurisdiction of the Association shall thereby then extend to such property and subject such addition to the assessments provided in this instrument for a just and proportionate share of the Association's expenses. Each Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III: PROPERTY RIGHTS

(3.1) Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive 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 provisions of this Declaration, including but not limited to the following:

(a) The right of the Association to limit the use of the Common Area to Owners, their families and guests;

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations, if any;

(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 Association members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the vote appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership if such easements are requisite for the convenient use and enjoyment of the Properties.

(3.2) Delegation and Use. The right and easement of enjoyment granted to every Owner in Section 3.1 of this Article may be exercised by members of Owner's family and guests thereof. An Owner may delegate to his tenants his rights of enjoyment in and to the Common Area and such facilities thereon as may be provided, in accordance with the Association's Bylaws and rules and regulations, if any.

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

(4.1) Membership. 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.

(4.2) Voting and Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of Developer 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be Developer 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 any of the following events, whichever first occurs:~~

(i) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in Class B membership; or

(ii) Seven (7) years from the date of recording of this Declaration; or

(iii) When the Developer voluntarily relinquishes majority control of the Association by a duly recorded instrument.

(4.3) Suspension of Rights. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment, is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting rights may be suspended by the board after a hearing. Such hearings shall only be held by the board or a committee thereof after giving a member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of the violation shall be made by a majority vote of the board or the committee thereof.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

(5.1) Purpose of Assessment. The assessments levied by the Association shall be used: (a) to provide funds for maintenance, upkeep, landscaping and beautification of the Common Area in Camberley; (b) to provide services for the Association members to promote the health, safety and welfare of the residents of Camberley, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; (c) for the payment of taxes assessed against the Common Area, for insurance related to the Common Area, for the employment of

attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel; (d) the provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the properties and which the Association shall decide to provide; and (e) for the payment of monthly electric and water bills and other expenses resulting from the maintenance or beautification of entrance monuments, signs, and landscaping.

(5.2) Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in said Deed, is deemed to covenant and agree to pay to the Association;

(a) Annual assessments ("Annual Assessments") for the purposes specified in Section 5.1 in the amount hereinafter set forth; and

(b) Special assessments ("Special Assessments") for the purposes specified in Section 5.1 as may be approved by the members, to be established, and collected as provided herein.

In order to secure payment of the Annual and Special Assessments, such charges as may be levied by the Association against any Lot, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment, together with interest, late charges, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligation.

(5.3) Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area, nor shall they apply to any Lot the title to which is vested either in any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other state or federal governmental agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such property by such first mortgagee or such governmental agency the assessments shall again accrue on such Lot. Any Lot which Developer may hereafter designate for common use as part of the Common Areas shall also be exempt and all land granted to or used by a utility company shall be exempt from the assessments created herein.

(5.4) Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Two Hundred Forty and No/100 Dollars (\$240.00) on each Lot.

(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 above the maximum assessment for the previous year without a vote of the membership not more than ten percent (10%) from the previous year.

(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%) of the previous year 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 herein provided.

(5.5) Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

(5.6) Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 and 5.5 of this Article shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, the general nature of any proposed amendment to the declaration or bylaws, any budget changes or proposal to remove a director or officer. At the first such meeting called, the presence in person or by proxy of members entitled to cast ten percent (10%) of all the votes of each class 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 of the required quorum applicable to the meeting adjourned for lack of a quorum. The quorum requirement shall continue to be reduced by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

(5.7) Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. The Annual Assessments shall commence as to all Lots on the later to occur of the first day of the month following the date such property is submitted to the provisions of this Declaration or when activated by the Developer. From the date on which the Annual Assessments commence on a Lot until the date on which the Lot is sold by the Developer, the Developer shall be liable for Annual Assessments at a rate which is one-third of the rate otherwise payable except that Developer shall not be liable for Annual Assessments on any Lots if the Association is operating without a deficit. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year when filed. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the Annual Assessment against each Lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's Annual Assessment shall be the fixed amount. Written notice of any change in assessment rate shall be sent to every owner. The Annual Assessments shall be due and payable in advance on January 1 of each year unless the Board of Directors votes to collect such assessments on a monthly basis and the due dates for the payment of Special Assessments 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 to date.

(5.8) Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late charge as determined by the Board of Directors and bear interest from the due date at an annual rate of eight percent (8%) but in no event above the then maximum legal rate, and to the extent allowed by law. The Association, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. 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.

(5.9) Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority deed of trust or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale

or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

(5.10) Collection Upon Sale by Developer or Builder. Upon the sale of a Lot by Developer or Builder, the purchaser shall pay to the Association at the closing of the sale that amount of money that is equal to that portion of the Annual Assessment attributable to the balance of the period in which the closing takes place. After receipt of said payment, any amounts prepaid by the Developer or Builder shall be refunded by the Association. Any Special Assessment made before, but falling due after, the date of closing of the sale of a Lot by Developer or Builder shall be paid in full to the Association by the purchaser at the closing of the sale. In addition each original purchaser shall pay an amount equal to the Annual Assessment as a contribution to the Working Capital Fund of the Association.

ARTICLE VI: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

(6.1) Architectural Control Committee. Developer shall appoint an Architectural Control Committee consisting of not less than three members to serve as representatives of the Association's Board of Directors and enforce the restrictions hereafter set forth and any additional rules and regulations adopted by a majority of the Association's Board of Directors.

Prior to the formation of said Committee, Developer shall have the responsibility of enforcing the restrictions set forth in this Article. Upon the later of the following two dates, the Architectural Control Committee shall be appointed by the Board of Directors: (1) Upon the Developer voluntarily relinquishing control of the Architectural Control Committee; or (2) seven (7) years following the date of recording of this Declaration. Reference herein to the Committee shall mean the Developer until such Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subject to this Declaration.

(6.2) Approval of Plans and Architectural Control Committee. No construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall, drive or walkway, or exterior color change, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been mailed to the Architectural Control Committee by certified mail with return receipt requested and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control

Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, further approval will not be required and this Article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Architectural Control Committee. The Architectural Control Committee or the Board of Directors of the Association shall be entitled to stop any construction in violation of these restrictions.

(6.3) Residential Use. All Lots shall be used for single-family residential purposes only.

(6.4) Building Line Requirements. No building shall be located nearer to the front property line than the front building setback line as shown on the recorded maps of the Property, and no building shall be located nearer to the side street line than the side street setback line shown on the recorded maps of the Property. It is provided, however, that eaves, steps, stoops, porches and chimneys shall not be considered a part of the building for purposes of interpreting this paragraph of this Declaration. Minimum setback lines which may be shown on any recorded plat of the Properties are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment of his/her Lot. Any deviation from the building line requirements not in excess of ten (10) percent thereof shall not be construed as a violation of the building line requirements.

(6.5) Building Requirements. All Lots shall have a minimum of 12,000 square feet. No dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than 1,600 square feet. All homes shall have at a minimum, a single enclosed garage and a concrete driveway to the street. Each driveway shall be sufficiently wide to accommodate two cars at its widest point. All homes shall have a minimum roof pitch of 5/12. Any house built on a slab foundation shall have a minimum four course brick masonry veneer skirt extending up the face of the slab. Homes shall be required to have articulated elements on the front elevation as approved by the Architectural Control Committee. These elements may include dormer windows, stoops, porches, bay windows, turned gables and garages.

(6.6) Walls, Fences and Hedges. No fence, hedge or wall of any type or kind shall be erected or maintained on a Lot except such fences, hedges or walls as may be

installed, constructed or erected with the initial construction of the main dwelling located on said Lot, or as may later be approved by the Architectural Control Committee as described in Paragraph (6.2) above. No metal fences, except for a 2 x 4 wire mesh inside of an approved wooden fence to contain pets, are allowed on a Lot. No solid fence is allowed on the perimeter of any Lot. All perimeter fences on a Lot must be rail type or picket fences with at least 50% of surface area open. Privacy fences are permitted around pools or patios with a maximum height of six (6) feet. Fences shall be no closer to the right-of-way of any street than the front corner of the house upon any such Lot. The Architectural Control Committee shall have the authority to grant exceptions to the above-referenced fence and wall guidelines.

(6.7) Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shed, tent, garage, carport, or any other structure of a similar nature shall be used as a residence either temporarily or permanently. Provided, however, this paragraph shall not be construed to prevent the Developer or Builder from using sheds or other temporary structures during construction for such purposes as Developer or Builder deems necessary or later approved by the Association. No television satellite dishes shall be erected on any Lot, except that a television satellite dish not exceeding 30 inches in diameter which is attached to the house and is not visible from the street shall be permitted. No radio or television antenna shall be allowed on the roof of any house or structure located on a Lot and no separate towers for antenna shall be erected on any Lot. Only one (1) accessory building greater than ten (10) square feet shall be allowed upon any Lot (exclusive of pools and associated buildings). Construction of accessory buildings must conform in methods and materials to the primary residence. No metal storage buildings, metal sheds, metal carport, metal trailers or metal garages shall be permitted on any Lot. All other types of storage buildings, sheds, trailers or garages shall not be allowed on a Lot unless approved by the Architectural Control Committee as described in Paragraph (6.2) above.

(6.8) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose. All household pets shall be kept under Owner's control so as not to be a nuisance to other Owners. Birds shall be confined in cages.

(6.9) Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot or Common Area with the exception of a single sign "For Rent" or "For Sale," which sign shall not exceed two feet by two feet in dimension and shall refer only to the premises on which displayed, there being only one sign to a Lot. Notwithstanding the above, the Developer or Builder may erect and place

permanent and temporary signs on or above any unsold Lot. Developer or Builder shall also have the right of ingress, egress and regress over the aforesaid Lots in order to maintain and replace any such signs until 100% of the Lots have been sold.

(6.10) Nuisances. No offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereof which is or may become an annoyance or nuisance to any other Owner as determined by the Association. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that is unsightly; nor shall any substance, thing or material be kept upon any Lot that will emit a foul odor or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked, unlicensed or inoperable vehicles, boats and/or trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep his Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to a majority of the Association Board of Directors, the Association may, through its agent or representative, five days after posting a notice on such Lot or mailing a notice to the Owner thereof at his property requesting the Owner to comply with the requirements of this paragraph, enter and remove all such unsightly objects, debris or other vegetation at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Association in the enforcement of this paragraph promptly upon demand. The Association or its agent or representative may impose fines and bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount due to the extent allowed by law. No such entry as provided herein shall be deemed a trespass. The foregoing provisions shall not apply to the Developer while constructing residences upon any Lots.

(6.11) Clotheslines, Garbage Cans, Etc. All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept, in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring Owner and Streets. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

(6.12) Use of Common Areas. No planting or gardening by individual Owners shall be done upon any Common Area without approval of the Board of Directors. Except for the right of easement of enjoyment in and to the Common Areas herein given to each

Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein. It is Developer's intent that this paragraph inure to the mutual benefit of all Owners within the Properties.

(6.13) Maintenance.

(a) Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of the Lot subject to such reasonable requirements as may from time to time be established by the Committee to insure the continuity and harmony of exterior design of Camberley. Should a majority of the Association Board of Directors determine that any Owner has failed or refused to discharge properly his obligations with respect to such maintenance, upkeep and repairs, the Association, through its agent or representative, may provide same as it may deem necessary and proper.

(b) All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks or other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements thereon in a manner satisfactory to the Association Board of Directors, the Association may, through its agent or representative, after approval by two-thirds (2/3) vote of the Board, have the right to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in Article V. Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out those provisions, provided such entry shall be at reasonable times and places so as not to interfere with the right of quiet enjoyment of the individual Lot Owner.

(6.14) Above Ground Swimming Pools. No above-ground swimming pools, except for small wading pools, are permitted on any Lot.

(6.15) Decorative Structures. No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front or side yards of any Lot.

(6.16) Boats, Commercial Vehicles and Recreational Vehicles. No boats, boat trailers, commercial vehicles larger than a full-size pickup truck or full-size van, or recreational vehicles shall be permitted on any Lot except in an enclosed garage or screened area approved by the Architectural Control Committee.

(6.17) Mailboxes. Mailboxes on each Lot shall conform to specifics set forth by the Architectural Control Committee.

ARTICLE VII: EASEMENTS

(7.1) General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat or plats of survey upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot or the Common Area which will interfere with rights and use of any and all easements shown on said recorded plat.

(7.2) Utility and Drainage. An easement on each Lot is hereby reserved by Developer for itself and its successors and assigns along, over, under and upon a strip of land ten feet (10') in width parallel and contiguous to the rear or back Lot line of each Lot and easements five feet (5') in width over, under and along the side lot lines of each Lot, in addition to such other easements as may appear on a recorded subdivision plat for Camberley. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements without approval of the Architectural Control Committee. The easement area of each and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to Owner, Developer may exercise the right to remove obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, Developer reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from Developer. The Association may likewise reserve and grant easements for the installation and

maintenance of sewerage, utility and drainage facilities in, across, under and over the Common Area.

(7.3) Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Developer and all similar persons to enter upon the Properties or any portion thereof, in the performance of their respective duties.

(7.4) Entry Monuments, Signs and Landscaping Easements. Declarant hereby grants the Association perpetual easements over the portion of those Lots which are designated "LSE" or "Landscape Easement" or "Common Open Space" or "COS" on all recorded maps of Camberley. Easements over these areas shall be for the purpose of the installation, maintenance and repair of all Camberley entry monuments, walls, signs and landscaping, and the Association is also granted a perpetual easement for ingress, egress and regress over these areas to fulfill these purposes. Declarant also hereby grants perpetual easements over all entrance islands within public rights of way and the easement over these areas shall be for the installation and maintenance of landscaping on the entrance islands.

ARTICLE VIII: GENERAL PROVISIONS

(8.1) Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any Lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

(8.2) Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

(8.3) Amendments and Termination. This Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter may be terminated by an instrument signed by not less than seventy-five percent (75%) of the Owners. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least sixty-seven percent (67%) of the Owners and the consent of the Developer; provided, however, that the Developer may amend this Declaration to correct minor and clerical errors, as determined by the Developer, without approval of Owners and should the FIA, VA,

Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) subsequently delete any of their requirements which necessitate certain provisions of this Declaration or make any such requirements less stringent, the Developer, without approval of Owners, may amend this Declaration to reflect such changes. Any such amendment or termination shall not be effective until an instrument evidencing such change has been filed of record in the Union County Public Registry.

(8.4) FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured or VA mortgage loans, then as long as any Class B lot exists, as provided in Article VI hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II hereof, deeding, mortgaging or dedication of Common Area to persons other than the Association and amendment of this Declaration.

(8.5) Enforcement. If any Owner shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for the imposition of fines and penalties and an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association, or, in proper case, by an aggrieved Owner. Any failure by Association or any other Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidation of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(8.6) Headings. Headings are inserted only for convenience and are in no way to be constructed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

(8.7) Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the then Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

(8.8) Severability. The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

Camberley

Homeowners Association



HANDBOOK

Of Rules and Regulations

Revised March 8, 2018

I.	General Policy.....	3
II.	Maintenance.....	4
	A. Performed by the Association.....	4
III.	Improvement to Lots.....	4
	A. General Guidelines.....	4
	B. Outbuildings.....	5
	C. Fences.....	5
	D. Landscape Modifications.....	6
	E. Doghouse.....	6
	F. Driveway Additions.....	6
	G. Basketball Goals.....	7
	H. Exterior Lighting.....	7
	I. Swimming Pools.....	7
	J. Signage.....	7
	K. Trampolines.....	8
	L. Mailboxes.....	8
IV.	Improvement to Structures.....	8
	A. General Guidelines.....	8
	B. Additions.....	8
	C. Decks / Patios.....	8
	D. Satellite Dishes.....	8
	E. Exterior Painting.....	9
V.	Aesthetics.....	9
	A. Flags.....	9
	B. Lawn Ornamentation.....	9
	C. Window Treatments.....	9
	D. Exterior Holiday Decorations.....	9
	E. Trash Removal.....	10
VI.	Parking.....	10
	A. Street Parking.....	10
	B. Parking of Commercial Vehicles.....	10
	C. Parking of Recreational Vehicles.....	10
VII.	Material Storage.....	11
	A. Visible Storage.....	11
	B. Organic Material Storage.....	11
	C. Storage of Children’s Toys.....	11
VIII.	Pets.....	11
IX.	Disturbances / Nuisances.....	11
X.	Safety.....	12
	A. Fire.....	12
	B. Children.....	12
	C. Theft / Burglary.....	12
XI.	Dues.....	12
XII.	Management Company.....	12

I. **General Policy**

Pursuant to its authority under the *Declaration of Covenants, Conditions, and Restrictions for Camberley*, the Architectural Review Committee (ARC) of the Camberley Homeowners Association hereby issues the following *Handbook of Rules and Regulations for Camberley*. This document is also referred to as Standards and Guidelines for Interpretation of the *Declaration of Covenants, Conditions, and Restrictions for Camberley*. These Standards and Guidelines are supplemental to the existing Declarations and are not inclusive of all items upon which the Camberley Architectural Review Committee or the Board of Directors of the Camberley Homeowner's Association may act. It is intended to provide guidance to Owners regarding requirements for additions and modifications to property in Camberley and matters of particular concern to the Architectural Review Committee in considering applications for approval of such additions and modifications. In addition, it sets forth various restrictions on other matters relating to the overall appearance of property in Camberley.

Compliance with the guidelines and requirements of this Guide is required but does not constitute the sole basis for review of applications for approval under Article VII of the Declaration, nor does it guarantee approval of any application. In reviewing each submission, the ARC may consider any factors it deems relevant. *Decisions may be based on purely aesthetic considerations.* Each owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of proposed additions and modifications. To this end, it is important to note that decisions are made on a case-by- case basis, and although a modification or addition may have been approved in one instance, there is no guarantee that it will be approved again.

Unless otherwise specifically exempted by the Declaration or this guide **all proposed modifications and additions to homes and lots within Camberley require application to and prior approval of the ARC.** Where this guide specifically permits an owner to proceed without prior approval, such permission shall only be effective so long as the owner complies with the requirements of this guide.

All requests for modifications must be submitted in writing to the Camberley Homeowner's Association. Electronic Requests are available on the management company's website and may be requested to _____
HOA@hendersonassociationmanagement.com

II. Maintenance

A. Performed by the Association

1. The Association is responsible for maintaining all areas of Common Space within Camberley. All such area is the property of the Association.
2. No resident shall cause any object to be fixed to the common property (including the planting of any plant material) or in any manner change the appearance of the common property.
3. All improvements, including landscaping, located upon individual resident's lots are the responsibility of the resident to maintain. Residents are strongly encouraged to water new growth of grass upon their lots and to keep their lawns watered during the summer months in order to maintain an attractive appearance.
4. Residents are required to keep their property maintained in such a manner as to provide a neat and attractive appearance. The Camberley Homeowners Association, at its sole discretion, reserves the right to temporarily maintain a homeowner's property if said property is deemed by the Board to be unruly or presents a health hazard due to high grass, weeds or other negligent reasons. All fees associated with this Association action will be the responsibility of the homeowner to pay.

III. Improvements to Lots

A. General Guidelines

1. ALL improvements to lots require specific prior approval by the Architectural Review Committee, and will be approved or disapproved based on compliance with the Declarations, these Guidelines and / or the aesthetic discretion of the Committee.
2. All projects should be completed within thirty (30) days of start date, unless not feasible due to the magnitude of the project.
3. Any utility additions must be underground and adhere to applicable code for such utilities.
4. All applications must include a detailed description of the planned project and must contain the following information, as applicable:
 - * Size of structure
 - * Height
 - * Wall material
 - * Estimated length of construction
 - * Location
 - * Quantity
 - * Detailed drawing
 - * Utilities

B. Outbuildings

1. Size: No greater than ten feet by eleven feet (10' x 11') with architectural approval. Buildings up to (10' x 12') may be constructed with Architectural review and a permit from the city.
2. Height: Overall no greater than nine feet (9') with a maximum eave height of six feet (6').
3. Roof Materials: Must be constructed on shingles that match those on the home.
4. Quantity: Only one outbuilding per lot is permitted.
5. Exterior Finish: Must be trimmed and painted, in its entirety, in the same quality materials and colors of the home. No metal or plastic structures are permitted.
6. Utilities: Any utility facilities (electric, water, sewer, etc.) providing service to an outbuilding must be underground and adhere to standard building code for such facility.
7. Foundation: A poured concrete foundation is preferred. Concrete blocks are acceptable if screened with lattice (or similar) underpinning and/or landscaping.
8. Location: Must be placed in the rear yard with the following stipulations:
 - a. Must be placed at least six feet (6') from any property boundary and should contain sufficient clearance around all sides to permit maintenance.
 - b. Must be placed at least thirty feet (30') from the property line bordering the side street on corner lots.

C. Fences

1. No metal fences, except for a 2 x 4 wire mesh inside of an approved wooden fence to contain pets.
2. No solid fence.
3. All fence must be rail type or picket fences with at least 50% of surface area open.
4. Privacy fences are permitted around pools or patios.
5. Fencing must be placed inside or along property line.
6. Chain link fencing in any form is strictly prohibited (including dog pens / runs of any material).
7. Fencing may not exceed six feet (6') in height.
8. The "finished" side of all fencing must face outward.
9. Fencing may not be erected any closer to the street than the side and / or rear building setback line on lots adjoining streets. Consult your property survey for your setback lines.
10. Fencing may NOT be erected on bermed areas of lots. i.e. no fence shall extend any higher on a berm than the "toe" (base) of the berm.
11. Fencing may not be extended any closer to the street than the rear façade of a home, unless approved by the Committee due to the existence of a

side service entrance.

12. Consult Section 6.8 of the *Declaration* for further information on fencing in Camberley.

D. Landscape Modifications

1. Plant Material: Any **significant** changes or additions from builder-installed plant materials require architectural approval. Exceptions are annuals in existing plant beds, which may be planted without approval.
2. Plant Beds: Additional plant beds or expansions of existing plant beds may be approved but require architectural approval.
3. Mulch: Must be replenished as necessary.

E. Doghouses

1. Size: May not exceed four feet (4') wide by five feet (5') deep by four feet (4') high.
2. Material: Must be constructed of the same materials as described for outbuildings (see section 3B of this document). No plastic doghouses are allowed.
3. Quantity: No more than one (1) doghouse is permitted on any lot.
4. Location: Dog houses are only permitted in the back yard.

F. Driveway Additions

1. Material: Must be constructed of concrete (no asphalt driveway will be approved).
2. Location: A two-foot (2') minimum setback should be maintained from all property lines. Situations not permitting this setback will be reviewed by the Committee on a case-by-case basis. No circular driveways will be approved.

G. Basketball Goals

1. Material: Professional black metal pole with fiberglass or Plexiglas backboard. Goals must be kept in good condition and must be removed if damaged or inoperable.
2. Quantity: Only one (1) goal per lot is permitted.
3. Location: Portable goals must be on the owner's property. Goals are not permitted in the street.

H. Exterior Lighting

1. Freestanding security lights located in front and side yards may be approved but are limited to six feet (6') in height.
2. Freestanding security lights located in rear yards may be approved but are limited to ten feet (10') in height.
3. Eave-mounted floodlights may be approved.
4. Landscape lighting may be approved.

- I. Swimming Pools
 - 1. In-ground swimming pools may be approved but require the installation of an approved perimeter fence enclosing the entire rear yard or an approved privacy fence that surrounds the pool deck area.
 - 2. Above-ground (or partially submerged), pools defined as any pool that requires, for its normal course of operation, inflation, a ladder, steps, a water filtration system, a pump or any combination of these items are NOT permitted in Camberley. Temporary “kiddie pools” in rear yards may be permitted. “Kiddie pools” are defined as hard plastic, no more than 18” in height and designed for removal of water immediately after use.

- J. Signs
 - 1. Signage only the following types of signs are permitted on any lot in Camberley
 - a. One temporary sign advertising the home for sale or rent, provided the sign has a maximum face area of five
 - b. (5) Square feet on each side and, if freestanding, stands no more than four feet (4’) off of the ground.
 - c. One security service sign located in the front yard and one located in the rear yard, provided the signs have a maximum face area of two (2) square feet.
 - d. Notification signage as may be required by legal proceedings or a governmental entity (such as a building permit).

- K. Trampolines
 - 1. Trampolines must have prior architectural approval before installation.

- L. Mailboxes
 - 1. Only uniform neighborhood mailboxes will be approved (the same type mailbox the builder provided at initial construction).

IV. Improvements to Structures

A. General Guidelines

- 1. ALL improvements to structures require specific prior approval by the Architectural Review Committee and will be approved or disapproved based on compliance with the Declarations, these Guidelines and/or the aesthetic discretion of the Committee.
- 2. All projects should be completed within thirty (30) days of start date, unless not feasible due to the magnitude of the project.
- 3. Any utility additions must be underground and adhere to applicable code for such utilities.
- 4. All applications must include a detailed description of the planned project and must contain the following information, as applicable:
 - * Size of structure
 - * Roof design

- | | |
|--|--|
| <ul style="list-style-type: none"> * Height * Wall material * Location * Utilities (water, electric) * Estimated length of construction | <ul style="list-style-type: none"> * Roof material * Exterior finish * Quantity * Detailed drawing |
|--|--|

B. Additions

1. Must adhere to all applicable building codes.
2. Exterior surfaces must match those on existing structure.

C. Decks / Patios

1. Must adhere to all applicable building codes.
2. Patios must be constructed of concrete, stone or brick pavers.

D. Satellite Dishes

1. Direct TV-type satellite dishes no larger than thirty inches (30”) may be approved
2. Approved dishes must be mounted to the house in a position not visible from the street (unless approved by the Committee due to reception issues as detailed in Section 7.05 of the Declaration) OR placed within three (3) feet of the exterior wall of the home AND not visible from the front street.
3. No other types of television or radio pole, antenna, aerial or tower may be constructed, installed, erected or maintained on any lot in Camberley.

E. Exterior Painting

1. Painting of exterior house surfaces or replacing siding or other external building material in any color that is different than the color that is already on the house will only be approved on a case-by-case basis due to lack of color availability.

V. Aesthetics

A. Flags

1. One (1) flag up to four feet by six feet (4’ X 6’) in size attached to a flagpole mounted to the home may be approved. The pole may not exceed four inches (4”) in diameter and sixty inches (60”) in length.
2. Only official flags of countries, states or universities and seasonal decorative flags may be displayed. Flags which display trademarks or advertising, battle flags and similar flags which, in the Board’s judgement, are intended to, or tend to, incite, antagonize or make political statements (other than a statement of citizenship or country of origin of the residence of the dwelling) shall NOT be displayed.
3. Approved flags shall be maintained in good condition and shall not be displayed if mildewed, tattered or faded beyond recognition.

- B. Lawn Ornamentation
 - 1. Statues, fountains and figurines (including planter figurines) must have prior architectural approval. Again, it will be entirely up to the architectural review board to determine whether or not lawn ornamentation is in keeping with the overall aesthetic look of the community.

- C. Window Treatments
 - 1. The following window treatments are NOT allowed in Camberley:
 - a. aluminum foil window covers
 - b. solid black window coverings
 - c. bed sheets
 - d. newspapers
 - 2. Typical window treatments such as blinds, draperies, shades and plantation shutters are allowed.
 - 3. Window air conditioning units or fans are not allowed.

- D. Exterior Holiday Decorations
 - 1. Seasonal house decorations should be removed within thirty (30) Days of the holiday.
 - 2. Christmas lighting is not permitted before Thanksgiving. Trash Removal

- E. Garbage Cans
 - 1. Garbage cans and recycle bins must be stored in one of the following locations (stated in order of preference):
 - a. inside your garage
 - b. behind your house (screened from street view by your house)
 - c. behind an approved screening fence on the side of your house
 - 2. No refuse containers (of any type) may be stored in the front of your house.
 - 3. No garbage can or recycle bin should be placed at the curb any earlier than the night before collection and should be removed by midnight the day of collection.

VI. **Parking**

- A. Street Parking
 - 1. Street parking is prohibited without variance from Association. Homeowners must park in garage or driveway.

- B. Parking of Commercial Vehicles
 - 1. A commercial vehicle is defined by the Declarations of the Association is any vehicle larger than a full sized pickup truck or full-size van.

2. No commercial vehicles may be parked in Camberley, with the exception of temporary parking for deliveries, repairs, etc. and for vehicles that are fully enclosed in the attached garage of a dwelling.
- C. Parking of Recreational Vehicles
1. Recreational vehicles may not be parked where they are visible from the street.
 2. A recreational vehicle as defined by the Association is any vehicle commonly referred to as or considered a recreational vehicle, including but not limited to campers, RV's, full-size conversion vans, etc.
 3. Boats and other water sports equipment, all-terrain vehicles, motorcycles and other off-road vehicles are not allowed in Camberley unless fully enclosed in an attached garage or approved storage shed.

VII. **Material Storage**

- A. Storage of materials of any kind that are visible from the street or neighboring yards is not allowed.
- B. Weeds, vegetation, rubbish, debris, garbage or waste materials are not allowed to be accumulated on any lot or Common Area with the exception of one (1) compost pile and/or one (1) firewood pile per lot.
1. Compost piles are allowed unless the Board determines that such compost pile is unsightly or offensive. Compost piles must be located at the farthest possible point from the intersecting street.
- C. Toys should be stored out of sight when not in use.

VIII. **Pets**

Generally, all pets should be kept under their owner's control at all times and in compliance with applicable leash laws.

1. All dogs should be contained on the owner's lot or leashed when off of the owner's property.
2. Owners are responsible for cleaning up any mess that a pet creates in any Common Area, as well as on any private property.
3. Owners are responsible for their animal's actions and are liable for any provable damages.
4. Animals being a nuisance to residents will not be tolerated – this includes issues with noise. Should an issue arise, please try discussing the situation with the animal's owner before calling Animal Control.

IX. **Disturbances / Nuisances**

In matters that become a problem between neighbors in Camberley, the Board may act upon some under the general powers conferred by the Declaration. In the rare event that a resident causes unreasonable noise or other disturbances that cannot be resolved by speaking with the neighbor, the appropriate public law enforcement agency should be contacted.

X. **Safety**

A. Fire

1. Residents should use extreme caution when using grills on wood decks or in close proximity to structures or flammable landscape materials such as pine bark mulch or pine needles.
2. Smoke detectors should be located on each level of every home near sleeping areas and should be tested twice yearly.
3. The local fire department may be contacted for more tips on fire safety.

B. Children

1. Please observe speed limits and be alert for children playing that may dart into your path. Keep Camberley safe for everyone.

C. Theft / Burglary

1. Please report any suspicious activity in the community to the police department.

XI. **Dues**

Dues in Camberley are set yearly by the Board and are billed semi-annually (subject to change yearly upon vote of the Board). Changes to yearly dues amounts are set thirty (30) days in advance of any assessment year.

XII. **Management Company**

Henderson Association Management manages Camberley. Their duties include accounting services, collecting Association dues, mailing late notices, paying bills on behalf of the Association, and handling homeowner complaints and inquiries. They are also the managing agents hired by the Board to oversee landscaping services and other common Area repair or maintenance.

Henderson Association Management should be contacted in the event of any emergency or to answer any questions related to the Homeowners Association.

Key Information:

Henderson Association Management
Ph: 704.535.1122 | Fax: 704.569.9669
3030 Latrobe Drive, Charlotte, NC 28211
HOA@hendersonassociationmanagement.com
HendersonAssociationManagement.com

