

RECORDED

and

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BOS

See Amendment
Bk 794 Pg 139See Amendment
Bk 2090 pg 192

BK 741 PG 566

Declarant: Raymond David B. Fisher

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF

FOXMOOR

AND

BYLAWS OF

FOXMOOR HOMEOWNERS ASSOCIATION

Filed for record
Date 10-2-94 M
Time 3:02 PM
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

THIS DECLARATION AND BYLAWS, made on the date hereinafter set forth by CMH Developers, a North Carolina General Partnership and George Ronald Medlin and wife, Hope L. Medlin, Joe H. Camp and wife, Linda H. Camp and Dennis N. Helms and wife, Susan L. Helms, hereinafter referred to collectively as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Monroe, Monroe Township, Union County, North Carolina, and more particularly described as all of those tracts described in that plat recorded in Plat Cabinet D, at File 499, Union County Register of Deeds Foxmoor (Townhouse Development) (herein "Property");

NOW, THEREFORE, Declarant 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 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, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION 1 PART I DEFINITIONS

Section 1: "Association" means Foxmoor Homeowners Association, its successors and assigns.

Section 2: "Bylaws" means the bylaws of the association.

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

Section 4: "Declarant" means CMH Developers, a North Carolina General Partnership, George Ronald Medlin and wife, Hope L. Medlin, Joe H. Camp and wife, Linda H. Camp and Dennis N. Helms and wife, Susan L. Helms, their successors and assigns.

Section 5: "Declaration" means this Declaration of Covenants, Conditions and Restrictions.

Section 6: "Development" means the subdivision created hereunder known as "Foxmoor Townhouse Development" and as shown on plat recorded in Plat Cabinet D, File No. 499, Union County Register of Deeds.

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Section 7: "Executive Board" means the body designated in the declaration to act on behalf of the Association.

Section 8: "Limited Common Elements" means a portion of the common elements allocated by the declaration for the exclusive use of one or more but fewer than all of the lots.

Section 9: "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Development, with the exception of the common area.

Section 10: "Member" means every person or entity who holds membership in the Association.

Section 11: "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, their heirs, successors and assigns. For all voting purposes herein, when one or more than one person holds an interest in a lot, all such persons shall be members of the Homeowner's Association, 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.

Section 12: "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) January 1, 1997; (ii) conveyance of twenty-one (21) of the lots to lot owners other than a declarant; (iii) the date upon which declarant voluntarily surrenders control of the homeowner's association.

Section 13: "Plat" means the plat recorded in Plat Cabinet D at file No. 499, Union County Register of Deeds.

Section 14: "Residence" means a physical portion of the real estate designated for separate ownership or occupancy.

PART II - DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ARTICLE I GENERAL

Section 1: Declarant hereby submits the Property to the provisions of this Declaration. The Property will be administered in accordance with the provisions of this declaration, and the bylaws of the Homeowner's Association created hereby, or to be created by virtue of this Declaration.

Section 2: The name of the development shall be "Foxmoor."

Section 3: The Property is located in Monroe, Union County, North Carolina.

Section 4: The maximum number of lots which Declarant reserves the right to create is twenty-eight (28).

Section 5: Declarant does hereby establish within the Property twenty-eight (28) lots, and does hereby designate all such lots for separate ownership. Reference is hereby made to the plat for a separate description of the boundaries of each lot, identified by number, said plat being by this reference incorporated herein.

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Section 6: Each owner shall be a member of the Association. An owner shall be entitled to one (1) vote in the Association for each lot owned as is more particularly set out in PART III, ARTICLE I.

Section 7: Easements and licenses appurtenant to or included in the development are recorded in Plat Cabinet D, File No. 499, Union County Registry. These recorded instruments grant to owners, as property owners in Foxmoor, nonexclusive easements in and to certain open spaces, roadways and recreational areas located within the real property known as "Foxmoor." Additionally, the bylaws of Foxmoor Homeowner's Association, Inc. grants to owners a nonexclusive right to use the recreational facilities located in Foxmoor.

Section 8: Declarant reserves the following special declarant rights for the entire Property, which shall be exercisable during the period of declarant control:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To construct and maintain any sales office, management office or model on any lot or in any of the residences constructed or on any of the common elements shown on the plat;
- (c) To alter the size of any lot or proposed residence, combine or merge two or more lots, and subdivide any lot;
- (d) To appoint and remove any executive board members during the period of declarant control; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots to owners other than a declarant, at least one member and not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant.

ARTICLE II PROPERTY RIGHTS

Section 1: Ownership of a lot shall vest fee simple title to such lot in the owner.

Section 2: Owner's Easements of Enjoyment. Every owner shall have the 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 such fees to be in an amount sufficient to maintain and repair any common area recreational facilities in a reasonable and good condition.
- (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 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; provided, however,

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that a simple majority of the Board of Directors may authorize and execute utility, cablevision, or other such assessments.

(d) the right of the Association to adopt such rules and regulations as may be needed to regulate the use and enjoyment of the Common Areas.

(e) the right to encumber any or all of the common elements subject to written approval of two-thirds (2/3) of each class of members.

Section 3: Any owner may delegate in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to members of his family or tenants, or contract purchasers who reside on the property and/or their guests.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: The declarant, for each lot owned within the Property, and each owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay 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 liability of each owner for the common expenses of the Association shall be proportionate to the total number of lots in the development: (e.g. one-twenty-eighth (1/28th) for each lot owned). Any assessment levied against a lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that lot when filed of record in the office of the Clerk of Superior Court of Union County and shall accrue interest at a rate set by the Association not to exceed 18% per annum. The Association may bring an action at law against the owner, or foreclose the lien against the Property. Fees (including attorney's fees), charges, late charges, fines, and interest are also enforceable as assessments.

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 assessment shall not pass to his successors in title unless expressly assumed by them. However, the lien shall attach to and run with the lot.

Section 2: The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust and ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to deed of trust or tax foreclosure or any proceeding in lien thereof, however, shall extinguish the lien of such assessments as to payments which became 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 3: The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance, liability insurance, hazard insurance, ad valorem taxes and utilities of the Common Areas, and the lawn and landscape maintenance of the lots and any item under the responsibility of the Association.

The Association may also levy a special assessment payable in a manner as specified by the Association for the purpose of defraying, in whole or in part, the cost of

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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 assent of a majority of the members.

Section 4: The annual assessment shall commence January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for the first year shall be \$180.00 per lot, prorated for the remainder of said year. Said assessment shall graduate to \$900.00 annually per lot at such time as fourteen (14) residences are sold to owners other than declarant.

(a) From and after January 1, 1996, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by up to ten (10%) percent of the previous year's maximum annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for the next succeeding two (2) years may be increased above the increase permitted in Section 4(a), provided that any such assessment shall not exceed \$900.00 annually for the first two (2) years.

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

Section 5: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6: Once such annual assessments are established, written notice of the annual assessment shall be sent to every owner subject thereto. 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.

ARTICLE IV PARTY WALLS

Section 1: The walls and flooring connecting adjacent residences are "party walls" and are situated on or about the boundary line separating such residences.

Section 2: To the extent any duct, wire, conduit, or any other fixtures lies partially within and partially outside the designated boundaries of a residence, any portion thereof serving only that residence is allocated exclusively to that residence, any portion thereof serving more than one residence is a common element to be used and maintained equally by the owners of each residence subject to the provisions below.

Section 3: Each wall which is built as a part of the original construction of each residence and placed on the dividing line between the residence shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 5: Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 7: If any owner desires to sell his residence, such owner may, in order to assure a prospective purchaser that no adjoining residence owner has a right of contribution as provided in this Article IV, request of the adjoining residence owner a certification that no right of contribution exists, whereupon it shall be the duty of the adjoining residence owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining lot owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina as then existing.

ARTICLE V MAINTENANCE OF LOTS

Section 1: In addition to maintaining the common area, the Association shall provide maintenance for each lot, subject to assessment hereunder, including the performance of the following, as needed: trees, shrubs, walks, and other exterior improvements including but not limited to grass and other vegetation in those portions of each lot lying outside the residence building and patio. In order to accomplish the foregoing, there is hereby reserved to the Association the right of unobstructed areas over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

Section 2: In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of an owner, his family, guests, invitees, or tenants, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 3: Apart from the area set out above, the Association shall not be responsible for the maintenance of the actual exterior of any residence or other improvement on any lot.

Section 4: Owners shall be responsible for the cost of maintenance of the exterior of any residence and shall repaint same no less frequently than every four (4) years.

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ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the residence, nor shall any exterior addition or change therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Association.

The exterior color of a residence or any portion thereof, including the roof, cannot be changed unless the color scheme of the entire structure (both residences) is changed. Any such change requires the approval of both residences owners and the Homeowner's Association at a duly called meeting at which a quorum is present.

ARTICLE VII USE RESTRICTIONS

Section 1: No lot shall be used except for single-family residential purposes.

Section 2: No noxious or offensive activity deemed by the Homeowner's Association shall be conducted upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance. Although not limited to but included as an offensive activity is the maintenance of an auto repair site, maintaining unsightly outdoor storage on porches, patios, terraces, yards, etc., including toys, motorcycles or other motor vehicles, tricycles, bicycles, or other miscellaneous personal property, or similar unsightly activity not in keeping with general good looks of the attached homes subdivision.

Section 3: No animals, livestock or poultry of any kind shall be kept or maintained on any residence 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. All household pets shall be kept on a leash at all times when outside the residence.

Section 4: No outside radio or television antennas, including satellite dishes or receivers, shall be erected on any residence unless and until permission for the same has been granted by the Homeowner's Association.

Section 5: No signs shall be permitted on or about the lot, except "For Sale" signs, which may not be greater than three feet square in size. Developer reserves right to place sign not greater than four foot square to advertise properties for sale or rent or to otherwise advertise during construction.

Section 6: All window coverings (i.e., curtains, blinds, draperies, shades, etc.) shall appear white or off-white from the exterior.

Section 7: Owners shall not park or store any motorcycle, camper, trailer (other than boat trailer), trailer vehicle, or similar vehicle anywhere on the premises except in garages. No trucks shall be permitted except for standard 2-ton pickup trucks, or smaller sized truck.

Section 8: Each lot shall contain one single family residence as indicated on the plat to which this Declaration refers.

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Section 9: Each residence shall contain a minimum heated and air conditioned area of one thousand two hundred (1,200) square feet.

Section 10: Each residence shall contain a garage of sufficient width, length and depth to accommodate and cover at least one automobile.

Section 11: Each residence shall have an exterior of brick construction (save boxing, doors and windows).

Section 12: Each lot shall have a concrete driveway.

Section 13: Fences shall only be permitted in the rear yard of each lot. Chain link fences are prohibited. No dog pens/or houses of any variety are permitted.

Section 14: No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition. No trash, garbage or other waste may be placed within the Common Area, except in containers approved by the Board of Directors.

ARTICLE VIII EASEMENTS

Section 1: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may obstruct or change the flow of drainage channels in the easements.

Section 2: All lots and common elements shall be subject to easements for the encroachment of improvements constructed on adjacent lots by the declarant to the extent that such improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, misaligned common wall foundation footings and walls, provided such encroachment does not interfere with the reasonable use of the common elements or lots so encroached upon.

Section 3: Declarant shall have a reasonable construction easement across the common elements for the purpose of constructing improvements on the lots. Declarant shall also have such easements through the common elements as may be reasonably necessary for the purpose of discharging a declarant's obligations or exercising special declarant rights as provided herein.

Section 4: The Association shall have a right of entry upon the lots and residences to effect emergency repairs, and a reasonable right of entry upon the lots to effect other repairs, improvements, replacement or maintenance as necessary.

Section 5: All easements granted herein are appurtenant to and shall run with the land, and shall inure to the benefit of and be binding upon the declarant, the Association, owners, occupants, and mortgage holders, and any other person or entity having an interest in the development.

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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 votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1997;

ARTICLE II MEETINGS OF MEMBERS

Section 1: 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 and the same month of each year thereafter.

Section 2: Special meetings of the members may be called at any time by the president or the executive board, or upon written request of 20% of the lot owners.

Section 3: Written notice of each meeting shall be given by, or at the direction of, the secretary or person(s) authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least 10 days and not more than 50 days before such meeting to each member.

Section 4: Within 30 days after adoption of any proposed budget for the development, the executive board shall provide a summary of the budget to all the lot owners. The budget shall be considered at a meeting of the lot owners.

Section 5: The presence at the meeting of members or proxies entitled to cast ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided by law.

Section 6: Every lot owner shall be entitled to one vote for each lot owned.

Section 7: Votes allocated to a lot may be cast pursuant to a dated written proxy signed by a lot owner. A lot owner may not revoke a proxy except by written notice delivered to the person presiding over a meeting of the Association. A proxy terminates one year after its date, unless it specifies a shorter term.

ARTICLE III OFFICERS AND EXECUTIVE BOARD; SELECTION; TERM OF OFFICE

Section 1: The affairs of the Association shall be managed by an executive board of three (3) members, who shall be entitled to act on behalf of the Association.

Subject to the initial period of declarant control as set forth in Article I of the Declaration, nomination for election of the executive board shall be made from the floor at the annual meeting. Election shall be by secret written ballot and by a majority of the lot owners when a quorum is present. Cumulative voting is not permitted.

Section 2: At the first annual meeting following the termination of declarant control, three (3) executive board members shall be elected to serve until the following annual meeting.

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ARTICLE IX GENERAL PROVISIONS

Section 1: All powers granted in the declaration or the bylaws to the Association shall be exercisable by the executive board, except as expressly provided in this Declaration and the bylaws.

Section 2: The Association may adopt and enforce reasonable rules and regulations not in conflict with the declaration and supplementary thereto, as more fully provided in the bylaws.

Section 3: The Association 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, the bylaws and articles of incorporation of the Association. Failure by the Association to enforce any covenant or restrictions therein shall in no event be deemed a waiver of the right to do so thereafter.

Upon notice to the Association of a violation hereunder and a failure of the Association to take action upon said violation within 90 days, any lot owner may undertake the enforcement of the provisions of the declaration at his own expense.

Section 4: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) 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 20-year period by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the owners. Any amendment must be recorded.

Section 6: The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE X INSURANCE

Each owner shall secure and maintain in full force and effect at such owner's expense, one or more insurance policies insuring owner's lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

Each owner, at owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on owner's lot, in an amount not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars or whatever amount is deemed necessary by the Association not to

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exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars for each occurrence naming the Association as an additional insured. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any owner's insurance coverage. In the event owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representatives, secure and maintain such insurance coverage for owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against owner and owner's lot in accordance with the other provisions of this Declaration, and owner covenants and agrees to pay to the Association such special assessment upon demand.

This insurance provision may be modified or amended to substitute one comprehensive insurance policy covering all lots provided the approval of a majority of the lot owners is obtained and approval by 75% of the owners and holders of first deeds of trust on the lots is obtained. Such approvals shall be in writing but need not be acknowledged and shall be attached to an amendment to this Declaration which amendment shall be executed only by the Association and recorded in the Union County Public Registry.

ARTICLE XI INTERIOR MAINTENANCE

Each owner shall maintain, repair and replace at his expense all interior portions of the improvements on his lot which shall need repair, including patios, fencing and decks located on the lot, if any, and all bathroom and kitchen fixtures, light fixtures, or other electrical or plumbing equipment, pipes and fittings serving an owner's lot which are located in a party wall, if any. Further, each owner shall repair, maintain and replace at his own expense when necessary the heating and air conditioning systems serving his dwelling, whether located on his lot or in the Common Area adjacent to the lot.

PART III Bylaws ARTICLE I 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 apportionment to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: 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 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.

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Section 3: Any executive board member, except those appointed by the declarant, may be removed. In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the members voting at a meeting when a quorum is present.

Section 4: No executive board member shall receive compensation for any service he may render to the Association. However, with the prior approval of the executive board, any executive board member may be reimbursed for actual expenses incurred in the performance of his duties.

Section 5: The executive board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all the executive board members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the executive board.

ARTICLE IV MEETINGS OF EXECUTIVE BOARD

Section 1: Meetings of the executive board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board.

Special meetings of the executive board may be called by any member of the executive board, after not less than five (5) days notice to each executive board member.

Section 2: A majority of the executive board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the executive board members present at a duly held meeting shall be regarded as the act of the board.

ARTICLE V POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1: Subject to the provisions contained herein and applicable law, the executive board shall have the power and authority to exercise all the rights of the Association, including, but not limited to:

- (a) Adopt rules and regulations governing the use of the common area and facilities, the personal conduct of the members and their guests thereon, and establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right of 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 60 days for infraction of published rules and regulations;
- (c) Declare the office of a member of the executive board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the executive board;
- (d) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties; provided always, any contract for

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professional management must contain a clause requiring not more than 90 days termination notice;

- (e) Procure, maintain and pay premiums on an insurance master policy;(f) and equitably assess the owners of the same for their pro rata portion of such expense.
- (f) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than for service provided to lot owners; and
- (g) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (h) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (i) Have and to exercise any and all powers, rights 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.

Section 2: It shall be the duty of the executive board to:

- (a) cause the common elements to be maintained, repaired, and replaced as necessary, and to assess the lot owners to recover the cost of the upkeep of the common elements
- (b) serve as the architectural committee;
- (c) keep a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by 20% of the members;
- (d) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (e) fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period.
- (f) send written notice to every owner at least thirty (30) days in advance of each annual assessment period;
- (g) 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 owner personally obligated to pay the same.
- (h) issue, or have issued, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (i) procure and maintain, at all times, adequate hazard insurance on the property owned by the Association and all property for which the Association has the duty to maintain, and sufficient liability insurance to adequately protect the Association.
- (j) cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

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ARTICLE VI OFFICERS AND THEIR DUTIES

Section 1: The officers of this Association shall be a president, vice-president, and secretary/treasurer. The officers shall be appointed by the executive board from among the members of the executive board.

Section 2:

(a) The president shall preside at all meetings of the executive board, see that orders and resolutions of the executive board are carried out, sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The vice-president shall act in the place 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 executive board.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the executive 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 executive board and of the members, keep appropriate current records showing the members of the Association together with their addresses, prepare, execute, certify, and record amendments to the declaration on behalf of the Association, and perform such other duties as required by the executive board.

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the executive board, sign all checks and promissory notes (such checks and promissory notes to be co-signed by the president) 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 prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy to each member.

ARTICLE VII 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 or a mortgagee of any member. The articles of incorporation and the declaration and 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 cost.

ARTICLE VIII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "FOXMOOR HOMEOWNERS ASSOCIATION" and the words: "CORPORATE SEAL" in the center thereof.

BK 741 P6580

ARTICLE IX
AMENDMENTS TO BYLAWS

Section 1: These bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of the members.

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed in their names, this 5 day of October, 19 99.

CMH DEVELOPERS, a North
Carolina General Partnership

George Ronald Medlin
By: George Ronald Medlin
General Partner

Joe H. Camp
By: Joe H. Camp
General Partner

Dennis N. Helms
By: Dennis N. Helms
General Partner

George Ronald Medlin (SEAL)
George Ronald Medlin

Joe H. Camp (SEAL)
Joe H. Camp

Dennis N. Helms (SEAL)
Dennis N. Helms

Hope L. Medlin (SEAL)
Hope L. Medlin

Linda H. Camp (SEAL)
Linda H. Camp

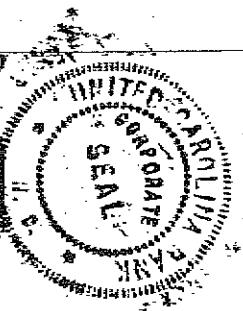
Susan L. Helms (SEAL)
Susan L. Helms

BK 741 PG 581

From	Trustee	Book/Page, Union County Registry
CMH Developers	Lewis R. Fisher	591/619
Dennis Helms, et ux	Lewis R. Fisher	670/281
Dennis Helms, et ux	Lewis R. Fisher	670/285
Dennis Helms, et ux	Lewis R. Fisher	719/820
Dennis Helms, et ux	Lewis R. Fisher	719/824
Joe Camp, et ux	Lewis R. Fisher	723/280
Joe Camp, et ux	Lewis R. Fisher	723/284
Joe Camp, et ux	Lewis R. Fisher	737/375
Joe Camp, et ux	Lewis R. Fisher	737/379
George Ronald Medlin, et ux	Lewis R. Fisher	670/529
George Ronald Medlin, et ux	Lewis R. Fisher	670/525

United Carolina Bank

By: *[Signature]* (SEAL)
[Signature] Vice President



ATTEST:
By: *[Signature]* (SEAL)
[Signature] Secretary

(CORPORATE SEAL)

[Signature] (SEAL)
Lewis R. Fisher, Trustee

BK741PG582

State of North Carolina
County of Union

I, Gloria B. Taylor, a Notary Public for said county and state, do hereby certify that George Ronald Medlin, Joe H. Camp and Dennis N. Helms, all General Partners of CMH Developers, a North Carolina General Partnership, and George Ronald Medlin and wife, Hope L. Medlin, and Dennis N. Helms and wife, Susan C. Helms, and Joe H. Camp and wife, Linda H. Camp, in their individual capacities, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of October, 1994.

Gloria B. Taylor
Notary Public



My commission expires: November 1, 1995

State of North Carolina
County of Union

I, Kellie Gueth, a Notary Public for said county and state, do hereby certify that Sherry Thomas personally appeared before me this day and acknowledged that he/she is Asst. Secretary of United Carolina Bank, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/her as its Asst. Secretary.

Witness my hand and official stamp or seal, this 6th day of October, 1994.

Kellie Gueth
Notary Public (SEAL)



My commission expires:

4/19/95

BK 741 PG 583

State of North Carolina
County of Union

I, Gloria B. Taylor, a Notary Public for said county and state, do hereby certify that Lewis R. Fisher, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of October, 1994.

My commission expires: 11/1/95

Notary Public



NORTH CAROLINA -- Union County Gloria B. Taylor Notary Public of Union
The foregoing certificate(s) of Co, N.C. and Kellie Gueth Notary Public of Columbus Co, N.C.

As (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 741 Page 566
on 6th day of October 1994 at 3:02 o'clock P.M.
JUDY G. PRICE, REGISTER OF DEEDS By: Steph of Meadows Notary Deputy

RECORDED

and

VERIFIED

BOS

BK 794 PG 136

Kathleen Davis E. Riddle, P.A.
**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS OF FOXMOOR AND BYLAWS OF FOXMOOR
 HOMEOWNERS ASSOCIATION**

052273

Callaway
by

THE UNDERSIGNED, being all of the owners of lots within Foxmoor (Townhouse Development) as shown in Plat Cabinet D, at File Number 499, Union County Register of Deeds, desire to amend that Declaration of Covenants, Conditions, and Restrictions of Foxmoor and Bylaws of Foxmoor Homeowners Association as shown in Record Book 741 at page 566, Union County Register of Deeds, as follows:

1. By Inserting in Article V (Maintenance of Lots) a new paragraph entitled Section 2a., which reads as follows:

Section 2a. The Association shall be responsible for and will pay the expense of the exterior painting of all residences, which painting for each pair of residences connected by a common wall shall occur no less frequently than every four (4) years, commencing four (4) years from the date of occupancy of the first residence sharing a common wall.

2. By replacing existing Section 4. with the following language:

Section 4. Apart from painting the exterior of each residence, the owner of each residence shall be responsible for all costs of maintenance of the exterior of their residence (including but not limited to brick and roof).

This 30th day of April, 1995

Filed for Book 7-3-95
 Date 3/28 o'clock P in
 Time 3:28
 JUDY G. PRICE, Register of Deeds
 Union County, North Carolina

Property Owners:

CMH Developers
 A NC General Partnership

By: *George Ronald Medlin* (SEAL) By: *Dennis N. Helms* (SEAL)
 George Ronald Medlin Dennis N. Helms
 General Partner General Partner

Joe H. Camp (SEAL) *George Ronald Medlin* (SEAL)
 Joe H. Camp George Ronald Medlin
 General Partner General Partner

BK 794 PG 137

Hope L. Medlin (SEAL) *Dennis N. Helms* (SEAL)
Hope L. Medlin Dennis N. Helms

Susan C. Helms (SEAL) *Joc H. Camp* (SEAL)
Susan C. Helms Joc H. Camp

Keith A. Camp (SEAL) *Murphy R. Craig* (SEAL)
Linda H. Camp Murphy R. Craig

David McGuff (SEAL) *Lana R. McGuff* (SEAL)
David McGuff Lana R. McGuff

James A. Helms (SEAL) *James R. Helms* (SEAL)
James A. Helms James R. Helms

Henry J. Helms (SEAL) *James R. Helms* (SEAL)
Henry J. Helms James R. Helms

James R. Helms (SEAL) *James R. Helms* (SEAL)
James R. Helms James R. Helms

NOTARY

BK 794 PG 138

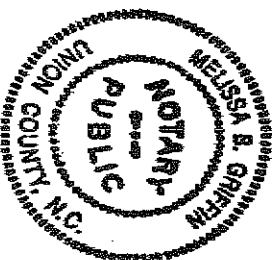
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Melissa B. Griffin, Notary Public for the County and State
aforesaid, hereby certify that Jeff Bennett, Sr. personally appeared
before me and acknowledged that the following persons personally appeared before
him/her and he/she saw Ken Bellin, Dennis Hogg, Joe Long, Steve Madson,
Steven K. Jones, David Long, Marybeth Long, David McGraw,
Ken McLean, John McLean, Dennis K. Smith, Jr., and Richard G. Smith,
Heather Smith, and Jeff Bennett, Jr. sign the foregoing instrument in his/her presence.

This 30th day of April, 1995.

Melissa B. Griffin
Notary Public

My Commission Expires: 12-31-97



The foregoing certificate of
Melissa B. Griffin
Notary Public
is/are certified to be correct. This instrument
and certificate are duly registered at the date
and time and in the Book and Page shown on
the first page hereof.

Judy G. Pice BY: Judy G. Pice, JCO
Register of Deeds
Union County, NC

Return to: Steve Medlin
2500 Foxmoor Dr.
Monroe, NC 28110

Filed for record
Date 3-10-2003
Time 3:25 of clock P M.
JUDY G. PRICE, Register of Deeds
Union County, Moore North Carolina

10883

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF FOXMOOR AND BYLAWS OF
FOXMOOR HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, being not less than ninety (90) percent of the owners of lots within Foxmoor (Townhouse Development) as shown in Plat Cabinet D at File No. 499, Union County Register of Deeds, desire to amend that Declaration of Covenants, Conditions and Restrictions of Foxmoor and Bylaws of Foxmoor Homeowners Association as shown in record Book 741 at Page 566, Union County Register of Deeds, as follows:

Pursuant to the authority of Article IX, "General Provisions", Section 5:

Article II Section 1 ("General Provisions") is amended to read as follows:

"Section 1: Ownership of a lot shall vest fee simple title to such lot in the owner. A residence may be leased subject to the following regulations.

- a. The lease must be in writing, signed by the owner and tenant and approved in writing by the Foxmoor Homeowners Association Board of Directors. ("The Board"). Neither the owner nor the Board will discriminate in the leasing of the residence and the approval thereof because of race, color, religion, sex, handicap, familial status or national origin.
- b. The lease must be for a minimum of one year, with extensions and renewals subject to the approval of the Board.
- c. No multiple family occupancy. Maximum of 6 persons in a single family lease.
- d. No subletting or assignments will be allowed.
- e. The lease must provide that the Foxmoor Homeowners Association may enforce all rules, regulations, bylaws, covenants, conditions, and restrictions as to the owner's tenant. If the tenant is in violation, written notice will be given the owner and if incurred in 30 days, the Board may enforce by any legal remedy available, including eviction of the tenant.
- f. Tenants are not members of the Association.

Article IX, Section 3 is amended by adding a third paragraph:

Section 3:

In any action by the Association or by a lot owner to enforce any covenant, condition, restriction, or by-law, the cost and expense of such action will include reasonable attorney's fees.

This the 5TH day of OCTOBER, 2002.

PROPERTY OWNER

Lot # 12

Sean B. Workman (Seal)
SEAN B. WORKMAN
Name Printed

North Carolina

Bladen County

I, Charles H Dixon, a Notary Public of the County
and State aforesaid, hereby certify that Sean B. Workman
personally appeared before me this 3 day of October, 2002 and
acknowledged the execution of the foregoing instrument.

CHARLES H. DIXON
NOTARY PUBLIC
BRUNSWICK COUNTY, N.C.
My Commission Expires Feb. 4, 2006
Charles H Dixon
Notary Public

My commission expires: February 4, 2006

Lot # 3 Oletha Fugier (Seal) _____ (Seal)

OLETHA GIGER
Name Printed _____ Name Printed

Witness: Emily Stolar

Lot # 28 Edith Myers (Seal) _____ (Seal)

Edith Myers
Name Printed _____ Name Printed

Witness: Emily Stolar

Lot # 29 Ann B. Keziah (Seal) Benjamin W. Keziah (Seal)

ANN B. KEZIAH
Name Printed _____ BENJAMIN W. KEZIAH
Name Printed

Witness: Emily Stolar

Lot # 5 William M. Collins (Seal) Johnnie Collins (Seal)

WILLIAM M. COLLINS
Name Printed _____ JOHNNIE COLLINS
Name Printed

Witness: Emily Stolar

Lot # 8 Kathy Price Emery (Seal) Jay D. Emery Jr. (Seal)

KATHY PRICE EMERY
Name Printed _____ JAY D. EMERY JR.
Name Printed

Witness: Emily Stolar

Lot # _____ Steve (nm) (Seal) _____ (Seal)

STEVE ORR
Name Printed _____ Name Printed

Witness: Emily Stolar

Lot # 11 Chelyna Leckner (Seal) _____ (Seal)

Evelyn Leckner
Name Printed _____ Name Printed

Witness: Emily Stolar

Lot # 13 King Jackson (Seal) Sandra K. Jackson (Seal)
Name Printed KING JACKSON Name Printed Sandra L. Jackson

Witness: Rudy Stalder

Lot # _____ Sharon du Puy (Seal) _____ (Seal)
Name Printed Sharon du Puy Name Printed _____

Witness: Rudy Stalder

Lot # 20 Bernie Brock (Seal) Ray Robinson (Seal)
Name Printed Bernie Brock Name Printed RAY E ROBINSON

Witness: Rudy Stalder

Lot # 9 R Dennis Helms (Seal) Linda S. Helms (Seal)
Name Printed R Dennis Helms Name Printed Linda S. Helms

Witness: Rudy Stalder

Lot # 4 Margaret M. Broome (Seal) _____ (Seal)
Name Printed Margaret M. Broome Name Printed _____

Witness: Rudy Stalder

Lot # 6 Michael H. Helms (Seal) Mildred H. Helms (Seal)
Name Printed Michael H. Helms Name Printed Mildred H. Helms

Witness: Rudy Stalder

Lot # 25 Living B. Price (Seal) Living B. Price (Seal)
Name Printed Living B. Price Name Printed Living B. Price

Witness: Rudy Stalder

Lot # _____ Steve W. Modell (Seal) Ray J. Dwyer (Seal)

Steve W. Medlin
Name Printed

Kay F. Griffin
Name Printed

Witness: _____

Lot # _____
Douglas Davis (Seal)

(Seal)

Douglas Davis
Name Printed

Name Printed

Witness: Ruby Stebbins

Lot # _____
Paul K. Wortman (Seal)

John E. Wortman (Seal)

Paul K. Wortman
Name Printed

Linda E. Wortman
Name Printed

Witness: Ruby Stebbins

Lot # _____
Janet L. McGuire (Seal)

David C. McGuire (Seal)

Janet L. McGuire
Name Printed

David C. McGuire
Name Printed

Witness: Ruby Stebbins

Lot # _____
Caroline P. Moser (Seal)

(Seal)

Caroline P Moser
Name Printed

Name Printed

Witness: Ruby Stebbins

Lot # _____
Wendy P. Stegall (Seal)

Carolyn H. Stegall (Seal)

Wendy P. Stegall
Name Printed

Carolyn H. Stegall
Name Printed

Witness: Ruby Stebbins

Lot # _____
Ronald H. Cox (Seal)

William M. Cox (Seal)

Ronald H. Cox
Name Printed

William M. Cox
Name Printed

Witness: Ruby Stebbins

Lot # _____
Paul Henry (Seal)

Johnnie V. Henry (Seal)

Paul Henry
Name Printed

Johnnie V. Henry
Name Printed

Witness: Ruby Stebbins

Lot # _____ Dolores F Learnmonth, Trustee SK 2090 PG 177
(Seal)

Dolores F LEARNMONTH, TRUSTEE
Name Printed _____
Name Printed _____

Witness: Ricky Stalder

Lot # 24 Shelby F. Holley (Seal) _____ (Seal)
Name Printed _____

Shelby F. HOLLEY
Name Printed _____
Name Printed _____

Witness: Ricky Stalder

Lot # 2 Frances G. Igo (Seal) _____ (Seal)
Name Printed _____

FRANCES G IGO
Name Printed _____
Name Printed _____

Witness: Ricky Stalder

North Carolina
Union County

I, Bonnie R. Shaw, a notary public of Union County, North Carolina, certify that Ricky B. Godwin personally appeared before me this day, and being duly sworn, stated that in his presence Jean B. Workman, Deloris F. Learnmonth, Shelby F. Holley, Frances G. Igo, Oletha Giger, Edith Myers, Ann G. Keziah, Benjamin W. Keziah, William H. Collins, Johnnie C. Collins, Kathy Price Emyr, Jay O. Emyr, Steve Crow, Evelynne Reeder, King Jackson, Sandra L. Jackson, Flora Lee Griffin, Bonnie Mosack, Ray F. Robinson, R. Dennis Helms, Linda S. Helms, Margaret M. Broome, C. Wilson Helms, Mildred H. Helms, Linet B. Price, Lawanna L. Price, Douglas Davis, Paul K. Workman, Linda E. Workman, Janet L. McGuirt, David C. McGuirt, Caroline P. Moser, Werley P. Stegall, Carolyn H. Stegall, Ronald H. Cox, Sharon M. Cox, J. Earl Haney, Johnsie V. Haney, Steve W. Medlin, Kay F. Griffin signed the foregoing instrument.

Witness my hand and official seal, this the 5th day of October, 2002.

Bonnie R Shaw
Notary Public



NORTH CAROLINA-UNION COUNTY
The foregoing certificate(s) of
Bonnie R. Shaw
Charles H. Davis

Notary(s) (Is) Public
to be correct.
_____ inside certified

My commission expires May 7, 2007
JUDY G. PRICE, REGISTER OF DEEDS
BY: Mary G. Smith
ASST/DEPT