

DRAWN BY AND MAIL TO:  
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196 N. Trade Street  
Matthews, NC 28105

State of North Carolina  
County of Mecklenburg

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION AND AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Oxfordshire Homeowners Association, LLC, a North Carolina Non-Profit Limited Liability Company, with its registered office and principal place of business in Mecklenburg, County, North Carolina, (hereinafter referred to as “Declarant”), and any and all persons, firms or corporations hereafter acquiring any of the lots shown on the map hereinafter referred to as “Owners”.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of that certain subdivision know as Oxfordshire, Section I, II, III, IV, and V Mint Hill, NC, the Lots of land consisting of said subdivision being more fully described on the maps recorded in the Mecklenburg County Public Registry in Map Book 28, at Page 394 and 530; Map Book 29 at Pages 532 and 720; and Map Book 31 at Page 509.

**WHEREAS**, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of that property for the protection of the Lots shown on said map and the future Owners thereof; and

**WHEREAS**, Declarant desires now, for the use and benefit of itself, its successors and assigns and its future grantees, to place and impose the covenants, conditions and restrictions on each of the Lots of land shown on said map or plat.

**NOW, THEREFORE**, in consideration of the premises, the Declarant hereby declares that the Lots shown on the map referred to above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, such Lots and be binding on all parties having the right, title or interest in such Lots, their heirs, successors and assigns, and shall inure to the benefit of each other thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. The term “Architectural Review Board” shall mean that group of persons selected pursuant to Article II, Section 6, with the powers described therein.

Section 2. The term “Declarant” shall mean and refer to Oxfordshire Homeowners Association, Inc. and its successors and assigns.

Section 3. The term “Lot” shall mean and refer to each parcel of land shown and identified as a lot on the Map; provided, however, that if any Owner should subdivide any Lot pursuant to and in accordance with Article II, Section 1, hereof, then the term “Lot” shall thereafter mean and refer to each resulting parcel

of land intended to be used for the construction of one residential dwelling. The Lots are sometimes referred to collectively as "The Property".

Section 4. The term "Map" shall mean and refer to that certain map(s) recorded in Map Book 28 at Pages 394 and 530; Book 29 at Pages 532 and 720; and Map Book 31 at Page 509 in the Mecklenburg County Public Registry.

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

Section 6. The term "Association" shall mean and refer to the Oxfordshire Homeowners Association, Inc. a North Carolina Non-Profit Corporation formed or that may be formed by the Declarant, for the purposes of constituting a homeowner's association for the Oxfordshire Subdivision. By acceptance of any Deed for a Lot as described in the Record map, the Grantee agrees to abide by and to be bound by such supplemental declaration of covenants, conditions, and restrictions as may be submitted to public record defining the rights and obligations of owners of Lots in relationship to the Association, and assessments or dues payable to the Association, including without limitation, provisions that any such assessments, if unpaid, shall constitute a lien upon such Lot or Lots, including the cost of such lien, and reasonable attorney's fees to enforce such lien. Each Grantee, also covenants and agrees by acceptance of a Deed to any Lot to join in the execution of any such supplemental declaration of covenants, conditions, and restrictions to evidence their agreement and consent to the terms and conditions thereof.

## **ARTICLE II**

### **COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

Section 1. Subdivision of Lots. Except as otherwise provided in this Section 1, no persons or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of Declarant; providing further, that the consent of Declarant shall require that any Lot or Lots resulting therefrom would either have a total area not less than the area of said Lot as shown on the Map, or any Lot resulting therefrom would have an area of not less than twenty thousand (20,000) square feet and a minimum width at building setback of less than one hundred and twenty-five (125) feet; provided further, however, that as to Lots having access through a cul-de-sac, the 125-foot requirement shall be deemed met, if the Lot shall have not less than 125-feet in width at the front minimum building line (current setback). Declarant reserves the right to waive this covenant and permit the subdivision of two adjoining Lots by the conveyance by the Owner of one such Lot or a portion of such Lot to the Owner of the adjoining Lot, provided that the Declarant determines in its sole discretion that the Lots resulting therefrom would be suitable for development and harmonious with the development of the subdivision.

Section 2. Resale of Unimproved Lot. To promote the uniform and harmonious development of the subdivision, it is the intention of the Declarant to sell one or more Lots only to Owners who will build residential structures thereon, either for resale or for use by such Owners as the personal residence and not to Owners who will hold such Lots for resale without improvement. Therefore, before any "Unimproved Lot", as hereinafter defined, may be sold to any persons, firm or corporation (other than a sale by or to the Declarant), the Owner of such Unimproved Lot must first offer in writing to sell the Unimproved Lot to Declarant at the same price for which the Unimproved Lot was originally sold by Declarant to the initial owner thereof (Original Price). If (1) the Declarant fails to accept or reject such offer in writing within (20) twenty days after the receipt of same, or (2) the Declarant reject such offer in writing within twenty (20) days after receipt of the same, then the Owner of such Unimproved Lot shall have the right to sell such Lot without any further additional offer to Declarant. If the Declarant accepts such offer in writing within twenty (20) days after receipt of the same, then Declarant shall purchase, and the Owner shall sell such Unimproved

Lot for cash in the amount of the Original Price within thirty (30) days after acceptance of such offer at a time and place designated by Declarant. For purposes of this Section 2, a Lot shall be considered an "Unimproved Lot" until the Owner thereof has completed all site preparation and has actually commenced construction of a residential dwelling thereon; it being understood, however, that this provision shall not prevent any Owner from entering into a contract to construct and sell a residence on a then "Unimproved Lot".

For purposes of this Section 2, the Original Price at which any Lot was originally sold by the Declarant shall be the actual cash purchase price of such Lot and shall not include any additional expenses incurred by any party in connection with the purchase of such Lot. If any Lot being offered to the Declarant pursuant to this Section 2 has been subdivided pursuant to Section 1 hereof, the Original Price thereof shall be a proportionate amount of the Original Price of each of those Lots initially sold by the Declarant which now forms a portion of such Lot being offered to the Declarant.

Section 3. Reserved Easements. The Declarant reserves for itself, its successors and assigns, an easement in and the right at any time in the future, to grant a 12-foot right-of-way over, under and along the front and rear lines of each Lot, and a 6 foot right-of-way under, over and along each side Lot line, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, water, sewer, telephone service, cable television, and other utilities to the Lot. Within such areas, no structures, planting, fences, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or cable installations, or which may change the direction or flow or drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Section 1 hereof, an easement shall exist both along the rear and side Lot lines of the Lot as shown on the Map and the Lot as so subdivided; provided however, that upon request by the Owner of any such subdivided Lot, the Declarant may release the easement reserved along the rear or side line of the Lot as now shown on the Map, if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the property.

Section 4. Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees and the construction or maintenance of "garage apartments" on any Lot is expressly prohibited.

Section 4(a). Provided however, that a North Carolina licensed General Contractor may build, furnish and maintain a model home, i.e. sales center, in subject subdivision for the purpose of sales and merchandising of Lots and/or homes in subject subdivision. The provisions of Section 6 herein shall apply to this section.

Section 4(b). Additionally, with respect to use, no residences shall be used for any temporary occupancy for a term equal to or less than one (1) month. With respect to this section a "month" is defined as any period from twenty-eight (28) to thirty-one (31) consecutive days. For the purposes of this section, a period of temporary occupancy will begin upon the first day of occupancy by a non-owner.

Section 4(c). At any given time, there shall be no more than two and one-half percent (2.5%) of the residences within the Association that are utilized as leased residences. With each new tenant, it shall be the Owners responsibility to provide a copy of any Residential Rental Agreement to the Board.

Section 5. Minimum Size of Dwelling. Single family dwellings shall contain not less than 1,600 square feet of enclosed heated living area for one-story dwellings with attached carport or garage, not less than 1,800 square feet of enclosed heated living area exclusive of garage, carport, unheated storage areas and non-living space for split-level dwellings, not less than 2,000 square feet of enclosed heated living area for one and one-half, two or two and one-half story dwellings with an attached garage, and not less than 2,200 square feet of enclosed heated living area for one and one-half, two and one-half story dwellings without an attached garage. First floor area as used herein shall not include basements, attached or detached garages, unheated storage areas, carports or open porches of any type.

Section 6. Architectural Control.

(a) Extent of Control. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Review Board (the "Board"). The areas over which the Board shall have control shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the Lot, the size and plan of any attached or unattached garage, the location and manner or construction of any driveway, swimming pool, utility building, patio or other exterior improvements, the composition and color of all materials used on the exterior of any structure.

(b) Membership of Architectural Review Board. The Board shall consist of those persons appointed by the Oxfordshire Homeowners Association, Inc. its successors and assigns. The Declarant may, at its sole option, surrender such right of appointment at any time by a duly recorded written instrument, and at such time, then the Owners of a majority of all Lots shall have the power through an additional duly written instrument to change the membership of the Board or to withdraw from the Board or restore to it any of its powers and duties; provided, however, that the Board shall continue to function as provided herein until such instrument is duly recorded.

(c) Procedure. Any party desiring Board approval of any proposed improvement to any Lot shall submit to the Board plans and specifications showing in such detail and manner as the Board shall require the nature, shape, height, materials, and location of any such improvement. The Board may, in its sole discretion, require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered surveyor showing the location of the proposed improvements on the Lot. All decisions of the Board shall be by a majority vote of the members thereof and shall be based on the Board's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. The Board's approval or disapproval of any proposed improvement shall be in writing. In the event that the Board fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as the Board may require have been submitted to it, no approval will then be required, and this Section shall be deemed to have been complied with. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by the Board of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvements, or the compliance of any such improvements with applicable laws and codes. Each party desiring Board approval shall submit to the Board not less than two complete copies of the plans and specifications for the requested Board approval, and shall furthermore submit to the Board such modified or amended plans and specifications as the Board may require, again in duplicate, and the final plans and specifications, if and as approved by the Board shall be duly marked with the appropriate statement indicating approval by the Board, with one copy returned to the parties and one copy retained and maintained in the files of the Board.

Section 7. Building Line Requirements.

(a) No building shall be located on any Lot nearer than 50 feet from the front or 25 feet from any side street line, or such greater front or side street setbacks as may be required by the Board under the provisions of Section 6 hereof or as shown on the recorded map. No building or structure of any kind shall be located on any Lot nearer than 15 feet from any side yard Lot line or 40 feet from any rear Lot line. In computing such building line requirements, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves not in excess of three feet nor the establishment of uncovered stoops or steps within a setback area shall be considered a violation of this covenant. Notwithstanding anything contained herein, the set back lines (if any) shown on the recorded map shall be the controlling factor and be superior to Section 7(a) herein.

(b) In the event of any unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner at such time of the Lot or Lots directly affected thereby, to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restriction.

Section 8. Use of Outbuildings and Similar Structures. No trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, upon any Lot; provided, however, that this Section shall not be construed to prevent the Declarant from permitting any party building a structure upon any Lot to erect temporary structures during construction.

Section 9. Nuisances and Unsightly Materials. No noxious, offensive, or illegal activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No person may keep an animal or poultry of any kind upon any part of the Lot, except that the Owner then occupying a residence upon a Lot may keep customary house pets upon such Lot, provided such pets are not kept, bred, or maintained for any commercial purposes, and provided further that such pets are not kept in such numbers or of such nature or in such manner as to become a nuisance to the other Owners or residents of the subdivision, and providing further that the maintenance of such household pets shall be at all times in accordance with all applicable governmental regulations regarding the keeping of household pets. Household pets as used herein shall specifically exclude exotic or dangerous pets.

Section 10. Completion of Construction. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a Lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have a finished exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except for the written consent of the Declarant, which written consent of the Declarant agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the Owner of said Lot. Completed date shall be defined as date of receipt of "Occupancy Permit".

Section 11. Sewage and Water Systems. Declarant has made available to each Lot within the subdivision water and sewer facilities which each Owner shall use in the occupancy of each Lot. The installation of a well by any Owner shall be solely in accordance with the then applicable governmental regulations and shall, so long as sanitary water supplies are provided by the governmental authorities, be used solely for nonconsumption purposes.

Section 12. Maintenance of Lot, Trash and Garbage. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty and shall keep said Lot free of all rubbish and other refuse. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots and no trash, rubbish, or stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. All such trash, garbage, or other waste shall always be kept in sanitary containers and in compliance with the applicable governmental regulations' disposal thereof.

In the event that the Owner fails or refuses to comply with any of the foregoing, either the Declarant or the Board may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at the address specified in the contract to purchase such Lot, and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days thereafter, the Declarant may enter and correct the same at the Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass. Any sums expended in the enforcement hereof shall constitute a lien upon the Lot or Lots upon which the violation occurred, and which the Declarant and/or the Board incurred costs or expenses in correcting the same.

Section 13. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot with the exception of:

(a) Signs stating "For Rent" or "For Sale", which signs shall not exceed 2' x 3' in dimensions, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot; and

(b) The name of the resident of any Lot and the street address, the design of which shall be furnished to the Board upon request, and shall be subject to approval for the Board; and

(c) Signs stating "Built By" and including the name of the builder or contractor constructing the principal residence thereon, said sign not to exceed 2' x 3' in dimensions, and to refer only to the Lot on which it is displayed, and furthermore being limited to one sign per Lot (financial institution and subcontractor signs are not allowed, including without limitation financed by, termite, plumbing, electrical and roofing). Provided however, that the Declarant or designee shall be allowed to install project identification and discretionary signs as allowed under applicable sign zoning ordinances.

Section 14. Fences and Walls. No fence or wall of any nature shall be maintained or permitted on any Lot from the front and side street setback lines on each Lot to the street line. No fences shall be allowed in front of the rear lines of the house constructed on each Lot. Walls or fences constructed from the rear line of the house constructed upon the property to the rear Lot line shall be constructed solely of wood, brick, or black aluminum and shall not exceed such height restrictions and limitations, if any, as imposed by the governmental authorities. No chain link, concrete block, privacy or exposed wire fences of any nature shall be allowed within the subdivision; providing however, that a wire fence may be used behind and in conjunction with an approved fence, if approved by the Board. Note: All fences must be approved per Section 6 herein.

Retaining walls required because of topography, grading or landscaping requirements shall be permitted in the front and side street setback lines provided they meet the requirements outlined in Section 6 herein.

Section 15. Garages, Carports, Buildings, Accessory Structures, Pools.

(a) All garages must have a fully completed exterior, harmonious to the principal structure constructed on the said Lot, and all attached garages shall be accessible from the front, side, or rear of the principal residence. Provided, however, that to the extent an Owner shall design a structure upon a Lot within the subdivision, and the shape, including the width and road access of said Lot, presents practical and real difficulties in complying with provisions as set forth herein, the Owner may apply to the Board for a waiver of the garage access provisions hereof.

Any such request by an Owner shall be in written form, including drawings as to the proposed residence to be constructed and itemizing the difficulties which compliance with the provisions of this Section would impose upon the Owner, and the Board may deem necessary and appropriate, including without limitation requirements that the garage have two separate doors, and that the doors be designed in such a manner as to be harmonious and in keeping with the structure erected and to be erected within the subdivision.

(b) No metal garage or carport shall be erected on any Lot or attached to any residence building located on the Lot. No metal building, metal accessory structure or above-ground pool of any kind shall be placed on any Lot.

Section 16. Sidewalks and Driveways. Each sidewalk and driveway constructed on any Lot within the subdivision, including flooring surfaces of garages as required herein, shall be constructed solely of concrete unless approved in accordance with Section 6 herein. Gravel, asphalt, or other similar paving materials are not allowed in the subdivision unless approved otherwise.

Declarant may consider waiving this section if Lot Owner furnishes to Declarant a properly executed right of way encroachment agreement from the North Carolina Department of Transportation.

### **ARTICLE III**

#### **ARCHITECTURAL REVIEW GUIDES**

Section 1. Architectural Review Procedures. The provisions hereof are designed to outline for any Owner the relevant guidelines under which the Board shall determine the acceptability of the plans and specifications for the construction of any residence within the subdivision. Each Owner shall submit the plans and specifications in accordance with the terms and conditions of Article I, Section 6 (c) hereof, and upon approval of said plans and specifications, the Owner shall thereafter construct the residence and incidental structures and outbuildings associated therewith in full and complete accordance with the plans and specifications as so approved. Deviation by the Owner from the plans and specifications as approved without the prior consent of the Board, shall be deemed a violation hereof, and accordingly reserving to the Declarant or the Board the right to enforce the terms and conditions hereof.

Section 2. Owner Responsibilities. Each Owner shall be responsible (and also responsible for the actions and inactions of the builder or contractor retained by Owner) for any damages to streets, utility and drainage improvements, including but not limited to, catch basin covers, curbing, water mains, sewer lines, drainage pipes and headwalls, paving, street markets, gas mains, sewer and telephone lines resulting from work done by himself, his subcontractors or his suppliers. Owner shall further comply with all applicable Mecklenburg County ordinances relating to erosion and siltation control and will be required to take preventative measure necessary to control runoff on said Lots to adjacent Lots or street rights-of-way during construction or any modifications or improvements upon any Lot or Lots. Each owner shall, as soon as possible, cover the driveway entrances to the Lot with a crushed stone base, preliminary to the paving thereof in accordance with the terms and conditions hereof, in order to minimize mud on the subdivision streets. Owner shall confine any and all construction materials and debris solely to the parameters of Owners Lot. Clearing debris, including without limitation stumps, trees, and brush, branches and construction

materials are to be removed as often as necessary in order to keep the residential structure and Lot accessible and in saleable condition.

No such debris shall be dumped on any adjacent Lot or any other area within the subdivision not owned by the Owner, and Owner shall maintain the Lot and residential structure in a neat and attractive manner at all times. Section 12, Article II shall be applicable to this section. Owner shall not, at any time, store or maintain (even on a temporary basis) upon the streets and rights-of-way within the subdivision any debris or building materials.

Declarant reserves the right to require the Owner, in conjunction with the Owners of other Lots within the subdivision, to contribute, from time to time, such prorated portion as may be necessary to pay for the costs of cleaning mud and debris from the streets within the subdivision caused by the construction of a residence upon the Lot of Owner.

Section 3. Architectural Intent. It is the intent of these guidelines to encourage residential structures which harmonize with their surroundings and with each other. Colors, materials, and design features will not be approved which would tend to make an individual house call attention to itself in the overall design and structure of the subdivision.

Section 4. Guidelines. Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Board in the approval or disapproval of an Owner's plans and specifications:

(a) Exterior Materials:

(1) Exterior materials shall be brick, stucco, stone or as approved by the Board. Siding of masonite or vinyl material shall be permitted only as approved by the Board.

(2) Brick Type: Very light or white colored, orange or Holiday Hills brick is not acceptable. A brick sample must be submitted for approval by the Board prior to the ordering of brick for the construction of any residence.

(3) Mortar: All brick veneer on each residential structure shall have standard color mortar joints; black or weeping mortar joints will not be accepted unless approved otherwise by the Board.

(4) Stone: Weathered granite or Tennessee fieldstone with natural color mortar joints are acceptable. Black mortar joints will not be accepted unless approved otherwise by the Board.

(5) Roofs: Roof pitches are to be no less than 6:12, unless otherwise approved in writing by the Board. All flashings as well as roof stacks and plumbing vents, must be painted flat black; providing, however, that flashings constructed solely of copper may be left unpainted.

(6) Mail Boxes and Supports: All mailboxes and supports shall be of a single type and color, fabricated to a design approved by the Board.

(b) Exterior Colors: All exterior colors (brick, roof, paint, stain, etc.) must be submitted to the Board prior to application.

(c) Interior Features: First floor ceiling height must be no less than 8 feet.



(d) Driveways and Walkways: All driveway and walkway surfaces must have paved concrete finishes. Curved driveways are encouraged but are not required.

(e) Garage Doors: Garage doors should be constructed in a manner and in color to harmonize with the remaining construction of the residence.

(f) Landscaping: Landscaping must be completed no later than thirty (30) days after final inspection by building inspector or prior to occupancy, whichever is sooner, unless an extension has been granted by the Board.

#### **ARTICLE IV**

#### **POST CONSTRUCTION RESTRICTIONS**

Section 1. Landscaping Maintenance. Each owner shall at all times maintain the landscaping of each Lot in a neat and orderly manner, including without limitation, the mowing of grass, the removal of trash and debris, including without limitation, leaves and other natural debris (save and excepting in natural areas as may be designated by the Owner and which are harmonious to the subdivision).

Section 2. Exterior Improvements. The construction, attachment or addition of a swimming pool, TV, or radio antenna, or outbuilding constructed after completion of a principal residence, or repair, remodel or refinish of existing structures, must be submitted to the Board in the same manner and subject to the same control as the preliminary plans and specifications regarding the construction of the principal residence.

Section 3. On-Street Parking. Each Owner of a Lot shall provide upon the Lot adequate parking for each vehicle owned or maintained by a resident of a Lot, and no such vehicle shall be parked overnight upon the dedicated streets of the subdivision.

Section 4. Boats, Recreational Vehicles, and Commercial Vehicles. All boats, trailers, recreational vehicles, campers, and commercial vehicles (commercial vehicles as used herein shall mean vehicles owned and/or principally used by the Owner or other residents of the principal residence located upon the Lot, and shall not refer to commercial vehicles located within the subdivision from time to time solely for the purpose of providing services to the residents of the subdivision) shall be parked upon a space prepared for such use by the Owner in the rear yard of each such residence, and in no circumstances shall any such boat, recreational vehicle, trailer, camper or commercial vehicle be parked on the dedicated streets of the subdivision or in the driveways servicing any Lot. For purposes hereof, the term "rear yard" shall mean that portion of a Lot to the rear of the structure erected on any such Lot and shall not include front or side yard areas. All such vehicles parked in rear yard shall be screened from visibility from the street and side yards of adjacent property owners.

Section 5. Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas or satellite dishes or discs shall be erected on a Lot, or any structure located thereon. Providing, however, that to the extent that cable television shall not be available to a Lot within the subdivision, a television antenna may be installed upon approval of the Board. If such approval is rendered by the Board, such antenna shall remain only until such time as cable television does in fact become available to said Lot. Provided, however, that Declarant reserves the right to approve installation of satellite dishes on a case-by-case basis predicated on product technological advances.

Section 6. Trees. The purpose of this section is to protect the aesthetic integrity of all lots which make up the Association. No tree, which has a circumference of six inches (6") or more at a height on the tree of six feet (6'), shall be removed without prior approval by the Board. Should an Owner wish to remove a

tree to install an improvement to their property (i.e., swimming pool, patio, etc.) they may indicate such a desire on their Architectural Form; however, no separate approval will be necessary to remove the tree. Similarly, trees which are in danger of falling, are diseased/dead, or whose branches directly contact a home, may be removed without prior approval. With respect to diseased or dead trees, Owners are encouraged but not required to seek the services of an arborist before they remove any trees. Clear cutting of more than one (1) tree is not permitted, absent prior approval.

Section 7. Drones. The purpose of this section is to protect the privacy of Owners and limit the use of unmanned aircraft systems, typically called drones. This section shall apply to the use of any type of unmanned aircraft, either with or without cameras, and shall govern their use by all Owners and their family members, tenants, guests and invitees on, over, or from any lot or common area within the community, except for drone use that the Association may wish to specifically exempt. Furthermore, Owner assumes all risks and liabilities associated with such activity.

Owner may fly a drone over their own lot, or the lot of another Owner with that Owner's written consent. Owner may fly a drone over common areas so the Owner or its authorized agent can periodically inspect the Owner's lot or home or take photographs or videos of that Owner's lot or home solely for the personal use of the owner (such as for marketing the lot or home for sale). Any other use of a drone is expressly prohibited without written consent of the Association. In no event shall an operator of a drone be permitted to take photographs or videos of any person without that person's prior written consent or invade the privacy of another person on any lot or common area. All drones must be operated in accordance with federal, state and local regulations.

## **ARTICLE V**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, any Owner, or any other person, firm or corporation owning any interest in a Lot, Homeowner's Association established by the Declarant, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants, and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure to any such party to enforce any such covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by Judgment or Court Order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Effective Period. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of Lots in perpetuity from the date this Declaration is recorded, subject to further amendment by the Association or the Board. The reserved easements shall permanently run with the Lots.

Section 4. Amendment and Termination. This Declaration may be altered, modified, cancelled, or changed at any time in any manner by a written document executed by the Association or the Board, together with the Owner or Owners of a majority of the Lots. Any such amendment must be recorded in the Mecklenburg County Public Registry and shall not be effective until so recorded. This Declaration may be modified or terminated by a vote of the Owners of a majority of the Lots.

Section 5. Excluded Properties. Nothing contained herein shall be construed to impose any restrictions on or easements in any land or property owned by the Declarant, other than the subdivision referred to hereunder.

Section 6. Fining Guidelines. Fines may be levied against the Owner for violations by the Owner and their family, tenants, guests, contractors and invitees. Fines shall be assessed according to the following schedule:

<b>Violation</b>	<b>Timeframe: corrective action or plan</b>	<b>1<sup>st</sup> Offense</b>	<b>Subsequent Offense</b>
Property Maintenance	5 Days	\$50	\$100
Parking	24 Hrs	\$25	\$50
Tree Removal	5 Days	\$50	\$100
Construction	24 Hrs	\$100	\$100
Architectural Review	5 Days	\$100	\$100
Drones	24 Hrs	\$50	\$100

Section 7. Enforcement of Expenses as a Lien Upon Property. All costs incurred by the Declarant or the Board in the enforcement of the terms and conditions hereof, including fines, court costs, costs of correcting deficiencies by any Owner of a Lot or Lots, and reasonable attorney's fees in the enforcement hereof, shall be a personal liability of the Owner or Owners of such Lot or Lots subject to the enforcement or correction hereunder, and furthermore, such costs and fees shall be a lien upon the Lot of the Owner, and each Owner agrees to accept such personal liability and the lien enforcement rights of the Declarant and the Board by acceptance of a Deed to any Lot or Lots in the subdivision.

Section 8. Headings. Article and Section headings are inserted for convenient reference and are not to be construed as substantive parts of the paragraphs to which they refer.

Section 9. Homeowners Association. The Declarant reserves the right, without joinder of any Lot owner, to execute and record a supplemental declaration of covenants, conditions, and restrictions, establishing the rights and obligations of Lot owners in relationship to the Oxfordshire Homeowners Association, Inc. and each Grantee accepting a Deed to a Lot or Lots as shown on the Map, shall be bound by such supplemental declaration, and shall, upon the request of the Declarant, join the execution of such supplemental declaration.

In relation to the terms and conditions of the Oxfordshire Homeowners Association, Inc. shall be governed in part by:

A. Voting Rights.

Class "A" Lots shall refer to undeveloped Lots proposed to be developed and developed Lots owned by Oxfordshire Homeowner's Association, LLC or its affiliates or assigns. Each Class "A" Lot shall have three (3) votes per lot.

Class "B" Lots shall refer to developed Lots owned by builder(s) or individual property owners. Class "B" Lots shall have one (1) vote per Lot.

B. Assessments. The present assessment is one hundred dollars and no/100 (\$100.00) per year. There shall furthermore be an unlimited right to increase the assessments or to provide for special assessments upon the consent on a simple majority of the Owners.

**ARTICLE VI**  
**SUPERSEDE**

Section 1. Supersedes. This set of restrictions supersedes and replaces restrictions originally filed and recorded in Book 9139, Page 709 of the Mecklenburg County Registry; and as amended and recorded in Book 9202, Page 413 of the Mecklenburg County Registry; and as amended and recorded in Book 9549, Page 461 of the Mecklenburg County Registry; and as amended and recorded in Book 10055, Page 922 of the Mecklenburg County Registry; and as amended and recorded in Book 10696, Page 763 of the Mecklenburg County Registry.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, Oxfordshire HOA, has caused this instrument to be duly executed under seal on the day and year first above written.

Oxfordshire Homeowners Association, Inc.

By: \_\_\_\_\_  
President

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

I, \_\_\_\_\_, a Notary Public in and for said County and State do hereby certify that Jay Parillo, personally appeared before me on this day and acknowledged that he is the current President of Oxfordshire Homeowner's Association, Inc., and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_