

MASTER  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

CAMBRIDGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this the 21<sup>st</sup> day of December, 1990, by SQUIRES HOMES, INC., a Georgia corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant and Eastwood Construction Co., Inc. are the owners of the real property shown on maps of CAMBRIDGE (Kirkley Glen at Cambridge), which maps are recorded in Map Book 23, at Page 791 and Map Book 23, at Page 792, in the Mecklenburg County Public Registry, which property is more particularly described in Section 1 of Article II hereof, and desires to create thereon a community to be named CAMBRIDGE; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the subdivision, and to provide for the maintenance and upkeep of the Common Area, as hereinafter defined; and to this end desire to subject the real property shown upon the aforesaid map, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in said subdivision and to insure the residents enjoyment of the specific rights, privileges and easements in the Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the Common Area, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law Cambridge Association as a nonprofit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, by this Master Declaration of Covenants, Conditions and Restrictions, does declare that all of the property shown on the aforesaid map of CAMBRIDGE, and such additions thereto as may be hereafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title or interest in said real property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DRAWN BY AND MAILED TO  
PARHAM, HELMS & KELLAM  
1029 EAST MOREHEAD  
CHARLOTTE, NC 28204  
SW

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Cambridge Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1, hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Association under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including but not limited to trails, tennis courts and other improvements which Declarant may construct on the common property. Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats of CAMBRIDGE recorded or to be recorded in the Mecklenburg Public Registry and designated thereon as "Common Areas," but shall exclude all lots as hereinafter defined and all public streets shown thereon. [Property designated as "Limited Common Area" on the various plats of Cambridge to be recorded in the Mecklenburg Public Registry shall not be subject to this Master Declaration or owned by the Association, but shall instead be owned by Cambridge Homeowners Association and subject to the Declaration of Covenants, Conditions and Restrictions for Cambridge, filed for record contemporaneously herewith.] The Common Area to be owned by the Association is more particularly shown on the plats of the properties to be recorded in the Mecklenburg County Public Registry.

Section 5. "Lot" shall mean and refer to any condominium unit or any plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to SQUIRES HOMES, INC. and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to SQUIRES HOMES, INC. shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and un conveyed), but no longer.

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

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE CAMBRIDGE ASSOCIATION, INC.

#### ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Mecklenburg County, North Carolina, described as follows:

Being all of the property shown on the maps of Kirkley Glen at Cambridge recorded in Map Book 23 at Page 791 and Map Book 23 at Page 792 of the Mecklenburg County Public Registry.

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

A. Additional land within the area described in the metes and bounds description attached hereto as EXHIBIT A and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages or development, without the consent of the Association or its Members, provided that said annexations must occur within six (6) years after the date of this instrument. Declarant may remove all or any property from the EXHIBIT A description prior to its annexation by filing a written declaration of removal in the Mecklenburg County Public Registry;

B. The additions authorized under Subsection (a) above shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Association's expenses.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

A. **CLASS A.** Class A Lots shall be all Lots except Class B Lots, as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots shall be as follows:

- (1) **MULTI-FAMILY APARTMENT BUILDINGS.** Each Lot used for the development thereon of multi-family apartment building(s) shall entitle the Owner(s) of said Lot to one vote for each completed private dwelling unit within the apartment building(s) located upon said Lot. To qualify as "completed" the private dwelling unit within the apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration. A Lot reserved and designated for the development of multi-family apartment building(s) but not containing at least two completed private dwelling units shall be allotted one (1) vote.
- (2) **SINGLE-FAMILY ATTACHED DWELLING UNITS (INCLUDING CONDOMINIUM).** Each Lot designated as a Lot on which a single-family attached dwelling unit (i.e., townhouse, patio house or condominium) is or may be constructed shall entitle the Owner(s) of said Lot to one (1) vote.
- (3) **SINGLE-FAMILY DETACHED HOMES.** Each Lot designated as lot on which a single-family detached home is or may be constructed shall entitle the Owner(s) of said Lot to one (1) vote.

When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot.

B. CLASS B. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots, or

(2) On December 1, 1996, whichever is earlier.

Section 3. In the event that the Owner of any residence ceases to occupy that residence as his own personal living quarters, or in the event that any property within the development is leased for rental purposes to tenants, then, in such event, the vote as expressed by rental tenants, if voted in a block, shall not be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Association.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and 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 facilities situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties as their principal residence in Mecklenburg County, North Carolina, and to their families, tenants, contract purchasers and guests, as provided in Section 2 of this Article IV.

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

