

DECLARATION OF RESTRICTIVE COVENANTS
FOR SPRINGDALE
GUILFORD COUNTY, NORTH CAROLINA

The covenants, conditions and restrictions, executed this ____ day of _____ 2012, are for the benefit of each current and future homeowner of property located in the Springdale subdivision, Guilford County, North Carolina; being known and designated as Lots 1 through 107, as shown on the Plat of Springdale, as recorded in Plat Book 145 Pages 92 through 94, Plat Book 152 Pages 139 through 140, Plat Book 158 Pages 109 through 111 and Plat Book 161 Pages 100 through 101, in the Office of the Register of Deeds of Guilford County, North Carolina, together with the Common Areas shown thereon.

1. **Association.** The association will be known as Springdale HOA, Inc., a non-profit corporation; and will own, maintain and administer the Common Areas under its jurisdiction; collect and disburse the annual dues and assessments; and promote the welfare of the subdivision as set forth herein, in other Association documents and in Chapter 47F of the General Statutes of North Carolina.
2. **Lots and Residential Use.** The lots shall be used for residential purposes only and no lot or building shall be used for the purpose of trade, business or manufacturing. No structure, other than the main dwelling, shall be used as a dwelling, either permanently or temporarily. Each lot shall be used for the construction of one detached single family dwelling and approved accessory buildings. No lot shall be subdivided without prior approval of the Springdale Architectural Review Committee (herein known as Springdale ARC) and in accordance with local ordinances.
3. **Common Areas.** The Common Areas are for the benefit of the homeowners of Springdale and their use may be subject to rules and regulations as established by the Springdale HOA Board of Directors. The Common Areas are limited to foot traffic only; therefore, no vehicle of any type is allowed in these areas. No immoral, improper, offensive or unlawful use shall be made of the Common Area. Each homeowner shall be liable for any damage to the Common Area caused by the owner, their family, tenants, guests, contractors or invitees in accordance with Section 47F-3-107 of the General Statutes of North Carolina. The Springdale HOA, Inc. will own, maintain and administer the Common Areas under its jurisdiction, which includes some off-site septic lots. Homeowners will be responsible for the maintenance of their septic systems (pumps, pump lines, valves, control panels, etc.) that reside on these lots.
4. **Property Maintenance.** Each lot (Premises) shall be maintained and preserved in a clean, orderly and attractive manner within the spirit of the development. Each homeowner shall be responsible for the maintenance, repair, replacement and upkeep of their lot, dwelling, garages, outbuildings and entire property; including the routine mowing of grass, pruning of shrubs and watering thereof, in a reasonable manner. Homeowners must ensure that the ground between the edge of the street and the front of their house contains vegetation (grass, shrubs or trees) and/or landscape material (mulch, wood chips, etc.) to the extent that no more than 10% (approximately) of the ground is barren during normal growing season. The Springdale HOA Board of Directors reserves the right to require a homeowner to take action to correct any identified deficiency.

5. **Driveways and Parking.** All driveways shall be paved with concrete, brick or asphalt unless otherwise approved by the ARC. Vehicles shall not be parked on the access ways or streets, unless the parking is temporary and not an obstruction to the flow of traffic.
6. **Outbuildings and Fences.** Outbuildings and Fences shall not be erected or placed on the Premises until approved by the ARC. Any approved building shall be of similar material, quality, general appearance and workmanship as the residence on the lot. Fences shall not be of the woven wire (chicken wire), barbed wire or chain linked nature.
7. **Pools and Hot Tubs.** No above ground swimming pools shall be permitted on the lot, except for kiddie pools which are less than 24 inches in height and of a temporary nature. In-ground pools or hot tubs are permitted if the lot will allow it, all county regulations are followed and the pool is approved by the ARC prior to the beginning of construction.
8. **Satellite Dishes and Exterior Antennas.** No satellite dish larger than 25 inches in diameter shall be permitted on the lot. Any permitted dish or antenna shall be placed on the rear of the dwelling or other outbuilding or in the rear of the property, if possible. Any variance to this restriction must be first approved by the ARC.
9. **Vehicles.** No Trucks (other than pickup trucks), Tractors, Trailers, Boats, ATV's, Go-Carts, Motor Homes, Campers or Unlicensed Vehicles of any nature shall be kept on or stored on any part of the Premises except within an enclosed garage or other ARC approved enclosure. Trucks may be parked temporarily for the purpose of moving the Homeowner's personal property to and from the Premises and to perform repairs and renovations. Requests for a variance to this regulation may be submitted to the HOA Board of Directors.
10. **Signs.** No sign of any character shall be displayed or placed upon any part of the lot or Common Area except for a small sign identifying the house number, one "For Sale" sign and any other sign that has been approved by the ARC. Signs on the side of work vans, pickup trucks and approved trailers are allowable. Political signs may be temporarily displayed during the election season, may only be displayed within forty-five (45) days prior to Election Day and must be removed within seven (7) days following Election Day.
11. **Animals and Pets.** No poultry, cattle, farm animal or livestock of any kind shall be kept on the Premises. No animals of any kind may be kept, bred or maintained on a lot for commercial purposes. Dogs, cats and pet birds may be kept on the Premises in reasonable numbers as pets for the pleasure and use of the occupants. Pets are not permitted to run loose and effort must be made to keep them on the homeowner's respective lot.
12. **Trash Cans.** Trash cans shall be stored so as to not be visible from the road, if possible. Trash cans shall be removed from the roadway within twenty-four (24) hours of being emptied by the garbage collection company.
13. **Nuisances.** No homeowner shall do or permit to be done any act of nuisance upon the Premises, Common Areas or Streets. Any question of whether an activity constitutes a nuisance shall be determined at the discretion of the Springdale HOA Board of Directors.

14. **Commercial Activity.** No commercial or business activity of any type shall be conducted on the Premises except for a private office within the dwelling, provided “retail” traffic to the Premises does not take place. The Springdale HOA Board of Directors may allow, regulate and limit yard sales and benefits for charity.
15. **Leases.** Any lease agreement between a homeowner and a lessee for the lease of the homeowner’s dwelling shall provide in the terms of the lease that lessee and the leased Premises are subject to this Declaration of Covenants. All leases shall be in writing and the Springdale HOA Board of Directors may require a copy be provided to them.
16. **Waivers.** Minor violations of these restrictions may be waived or released in whole or in part at any time at the discretion of the Springdale HOA Board of Directors.
17. **Architectural Review Committee.** The Springdale HOA Board of Directors has responsibility for all ARC requests and approvals; and may delegate this authority to a separate committee of Springdale homeowners. All external improvements to the residence; including additions to the dwelling, installation of outbuildings and fences, and any major landscaping changes must first be requested and approved by the ARC prior to beginning of any work. ARC Requests must be submitted per guidelines established by the Springdale HOA Board of Directors.
18. **Voting.** Every owner of a Lot shall be a Member of the HOA. 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 or less than one vote be cast with respect to any Lot. Only Members in good standing, as defined by the Springdale HOA Board of Directors, are eligible to cast a vote.
19. **Meetings.** Whenever a certain percentage of members must approve or consent to a matter, such percentage requirement may be obtained after any required meeting, at which a quorum was present, by obtaining the signatures of members sufficient to meet the required percentage of membership vote or by obtaining a vote proxy prior to the meeting.
20. **Dues, Assessments and Fines.** The Springdale HOA Board of Directors has the authority to collect annual HOA dues, one-time assessments and levy fines for covenant violations. Assessments must be for a specific purpose and approved by a majority of the homeowners present at predetermined meeting to discuss and vote on the assessment. Fines may be levied against homeowners who violate these covenants after sufficient notice has been given to the homeowner to correct the violation. The Springdale HOA Board of Directors will define and publicize the Covenant violation notice and fine procedure.
21. **Amendment.** The Covenants may be amended and placed into effect upon the approval of at least 67% of the homeowners. The revised Covenants shall be provided to each homeowner at least thirty (30) days prior to a predetermined meeting for the purpose of discussing and voting on the revised Covenants. In lieu of voting at this meeting, homeowners may still cast their vote by providing a member of the HOA Board of Directors their written vote prior to the predetermined meeting.
22. **Severability.** Invalidation of any one of these covenants, conditions, reservations or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

23. **Covenant Terms.** The covenants, conditions and restrictions within this document shall continue, along with any amendments or supplements, until terminated by written consent of at least 80% of the voting authority of the Members of the Association in accordance with the Planned Community Act, Chapter 47F of the General Statutes of North Carolina.
24. **Association Documents.** In the event of conflict in the Springdale neighborhood documents, the documents shall control in the following order: First, the Articles of Incorporation; Second, this Declaration of Restrictive Covenants, as it may be amended; Third, the By Laws; and Fourth, the Rules and Regulations.

In Testimony whereof, Springdale HOA, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer under authority of its Board of Directors.

Springdale HOA, Inc.

By:_____ Title:_____