

# Cypress Bend HOA, Inc.

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## Cypress Bend Declaration of Covenants and Restrictions

The anticipated use of the property is for single family detached dwellings and common areas. The following Restrictions, Covenants, and Permitted Uses are to benefit each member of the Association and to maintain a consistent look and use to the community of Cypress Bend. They shall apply equally to all current and future owners.

### Definitions

**Association:** The Association will be known as Cypress Bend HOA, Inc. (“Association”) The Association shall collect all assessments and any additional charges. The Association will own, maintain, and administer the open spaces, the common areas, and any amenities. The Association will promote the welfare of the members.

**Owner:** The record owner of any lot in the subdivision shall be a member of the Association.

**Common Area:** The real property and improvements designated as Common Area.

**Single Family Dwelling:** A detached structure on a lot containing one residential home.

**Lot:** Any numbered residential lot shown on the subdivision plan.

**Architectural Review Committee (“ARC”):** A committee shall be appointed by the Board of Directors to for the purpose of reviewing, approving, and suggesting changes to and rejecting plans for external improvements, deletions, and additions to any residence. The committee’s function is to control external design, appearance, construction, and location of improvements (including landscaping) on any lot.

### Common Area Ownership and Maintenance

- Each owner in good standing shall have the right to enjoy the Common Area
- The Common Areas shall be improved for the benefit of the Association
- No immoral, improper, or unlawful use of the Common Area is permitted
- No one shall cause or allow any construction on any portion of the Common Area
- A member in arrears may be suspended from using the Common Area

## Permitted and Prohibited Uses

1. Each lot shall contain one dwelling and shall be used in accordance with all applicable state, city, or county laws and in accordance with this declaration.
2. All owners agree not to park their vehicles on the access ways or the streets in the development at any time.
3. Outbuildings may not be constructed or placed on any lot until approved by the ARC.
4. All driveways shall be paved with concrete, brick, or asphalt.
5. No offensive behavior shall be conducted on the common area or any lot that is considered a nuisance by the Board of Directors. Examples include but are not limited to the following: Loud music, excessive volume, or noises during late hours; roaming pets; failure to remove pet droppings; excessive barking or annoying pet noises.
6. No signs are permitted except "For Sale" signs not to exceed 4 square feet.
7. No farm animals of any kind may be kept or enclosed on any lot. No animals of any kind may be kept, bred, or maintained on a lot for any commercial purpose. Dogs and cats must be confined within the dwelling and are not permitted to run loose. Birds shall be confined in cages. The ARC must approve any pet enclosure on any lot.
8. Clothes lines shall not be permitted unless temporary and shall not be visible from any street.
9. Trash receptacles shall conform to local ordinances and shall not be visible from the road. Emptied receptacles must be removed from the road on the day of collection.
10. No trailers, boats, all terrain vehicles, go-carts, campers, motor homes, or unlicensed vehicles of any nature shall be kept on or stored on any part of the lot except within an enclosed garage. No trucks, (other than pick-up trucks) farm machinery of any nature including tractors and riding mowers shall be parked on any lot except in an enclosed garage.
11. Exterior repairs, maintenance, or replacement of improvements is the responsibility of the Owner of the lot. Failure to maintain the premise (including landscaping) in a manner harmonious with the other units within the development may result in corrective action after notice by the Board of Directors.
12. Any lease agreement between any owner and a tenant shall be subject to all of the documents of the Association. Failure by a tenant to comply with the terms of the Association documents shall constitute a default under the terms of the lease. All leases shall be in writing and a copy must be filed with the Association.

13. No commercial or business activity of any type shall be conducted on any lot except for a private office with the dwelling. The private home office may not be the principal place of business for any company or business and no business with the public shall be conducted except by phone. Temporary yard sales are permitted.
14. Above ground swimming pools are not permitted on any lot. In ground pools and hot tubs must be approved by the ARC prior to construction.
15. No satellite dish larger than 25 inches in diameter shall be permitted on any lot. Requests for all satellite dishes or other antennas shall be submitted to the ARC for approval. Any permitted dish must be placed on the rear of the dwelling.

### Setbacks, Walls, and Fences

**Setbacks and Building Lines:** Setbacks for all structures shall be in accordance with all zoning and building codes. Plans for any structure not built by the Declarant shall be submitted to the ARC for approval. All structures must meet all setback and zoning codes.

**Walls and Fences:** No wall or fence may be erected upon a lot without written approval of the ARC. Fences will not be allowed to extend beyond the rear corner of the dwelling towards the road the dwelling faces. Chain link, woven wire, or barbed wire is not allowed.

### Streets, Easements, and Rights of Way

**Easements Reserved:** The declarant reserves from all lots and common areas easements for the installation and service of underground utilities or drainage systems. Those responsible shall have full rights of ingress and egress over any part of the common area or a lot for the purpose of installing and servicing the utilities or drainage system and the correction of any problems for which the easements are reserved. Underground systems include but are not limited to water lines, sanitary sewers, storm drainage systems, gas lines, telephone and electrical lines, cable and other utilities.

**Obstructions:** No fill or any structures, (including walls, fences, paving, or planting) shall be erected or installed upon any part of the premise which will interfere with any easement for the construction or maintenance of any utility or drainage system. No grade changes that would alter the natural or developed grade of a lot shall be made that would create an obstruction or an undesirable change in flow of drainage. Parties creating such an interference with the installation or servicing of a utility or drainage shall be solely responsible for the costs of removing the interfering full, structure, planting or other obstruction to alleviate the flow or easement obstruction.

### Duration of Covenants, Conditions, and Restrictions

**Term:** All Covenants, Conditions, and Restrictions set forth in these documents shall continue in force until terminated by written consent of 80 % of the voting authority of the Association.

## Membership and Voting Rights

- Every Owner of a Lot shall be a member of the Association
- All members shall have one vote per lot owned
- All members will be obligated to pay a pro rata assessment based on the total membership to meet the approved budget of the Association
- When more than one person holds an interest in a lot, all persons are members
- In no event shall more than one vote per lot be cast

## Assessments

**Obligation:** Each owner of a lot agrees to pay the following assessments:

1. The annual assessment
2. Special assessments for capital improvements
3. Direct assessments imposed by the Board of Directors for maintenance or repairs

**Purpose:** The purpose of the general assessments levied by the Association shall be used to promote the welfare and security of the residents. The assessments shall pay for the maintenance of the common areas, management services, insurance, taxes, and other services or goods needed to upgrade and maintain the premises.

**Direct Assessment:** Each owner has the obligation to keep in good repair and replace the improvements on their lot including the roof, gutters, windows, doors, shutters, garages doors, and exterior walls to present a good exterior appearance. The obligation continues for the maintenance of the lawns including mowing, pruning, and replacements. Failure to maintain the exterior shall result in a notice to owner to correct the default. If not corrected, the Board may make the necessary repairs or replacements and charge it directly to the owner of the lot.

**Uniform Rate:** The annual assessment as well as any special assessment shall be fixed at a uniform rate and applied equally to all lot owners. No owner may waive or escape liability of any assessment due to non use, inability to use, or abandonment of their lot.

**Enforcement:** The Board of Directors may file a notice of claim of lien against any owner in default of any assessment. Filing of lien and enforcement for the collection of a lien shall be in accordance with the General Statutes of North Carolina. The assessment shall be and remain the personal obligation of the owner of the lot at the time the assessment was levied. The owner shall also be responsible for all costs and reasonable attorney fees associated with the collection of any liens placed on the lot.

**Budget Notice:** The Board of Directors shall provide each member of the Association a written copy of the proposed budget within 30 days of its adoption. The budget will be adopted or amended by the members at the annual meeting or at a special meeting called for such purpose.

**Subordination of the Lien:** Any liens provided herein shall be subordinate to the lien of any first or second deed of trust or mortgage filed prior to a lien for assessments by the Association and will be extinguished upon the foreclosure of the mortgage or deed of trust.

## Architectural Control

**Purpose:** The Architectural Review Committee (“ARC”) shall be established to provide and maintain standards as to harmony of external design and location in relation to surrounding structures and topography.

**Control:** No building, wall, driveway, or other structure; nor any external addition, deletion, or alteration shall be permitted without written approval of the ARC. No clearing or work site shall be commenced, erected, or maintained upon the property without ARC approval. Any alteration, addition, replacement of a destroyed or damaged improvement which varies the external appearance of the improvement shall not be permitted. Prior to any additions or improvements, plans must be submitted to the ARC in duplicate. Denied plans may be appealed to the Board of Directors.

**Committee Structure:** The ARC shall consist of five members appointed by the Board of Directors.

**Plans Review Procedure:** Prior to any construction or alteration on any lot, the plans must be submitted in writing to the ARC. The committee’s approval or denial shall also be in writing. A quorum of the ARC shall be majority of the total members. The decision of the majority shall be the decision of the ARC. The decision of the ARC shall be made within 30 days of when the plans were submitted. Members submitting plans shall obtain a written receipt from the committee or a dated receipt from a certified mail submission. Time shall run from the receipt of the plans, not the mailing of the plans.

## Notice

This document is intended to be a guide for understanding the major points of the Declaration of Covenants for Cypress Bend Homeowner’s Association. A complete and legal copy is available in Book 2201, pages 50-65 at the Register of Deeds office in Alamance County, NC. The official document of record shall prevail in any dispute.

Prepared by: B.C. Parker Real Estate, Inc.  
Approved by the Board of Directors  
May 2007