



THORNHILL COMMUNITY ASSOCIATION, INC.sm

MEMBER HANDBOOK

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- Amended and Restated Declaration of Covenants, Conditions and Restrictions
- Bylaws of Thornhill Community Association, Inc.
- Community Guidelines
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- Facilities Regulations
- Communications Policy
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- Committee Guidelines



THORNHILL COMMUNITY ASSOCIATION, INC.sm

Dear new Thornhill homeowner,

On behalf of the Thornhill community we want to welcome you to our neighborhood. We're sure you will find Thornhill to be a unique, beautiful and vibrant place to make your home and a place where you can forge relationships that may last a lifetime.

Among the elements that make Thornhill a desirable place to live and to own real property is our extensive portfolio of amenities (e.g. community pool, tennis courts, playground facilities, open-air pavilion, pond with walking and picnic areas, etc.), our verdant landscaped common areas, rolling hills with beautiful entry vistas and old growth trees. But, the single most important driver of the community's desirability from a property value and quality of life perspective is the pride Thornhill owners take in the maintenance of their homes and lawns.

As a planned community with restrictive covenants and architectural controls, Thornhill owners recognize their obligation to their neighbors to keep up the aesthetic qualities of their homes and grounds as well as to follow the community's legally binding rules with respect to structural, color or landscape modifications to structures and landscaping.

In order to facilitate a deeper understanding of both the rules and the rights of our members, the following pages are intended to provide a compilation of all of the relevant rules and policies currently prevailing in Thornhill. This handbook is intended as a resource for new neighbors and existing neighbors alike.

Again, we bid you welcome to our community and we hope you find this handbook useful.

With warm regards,

**The Board of Directors
Thornhill Community Association, Inc.**

Be sure to login on to www.thornhillinc.net to find updates to this document and the most current set of standing rules



THORNHILL COMMUNITY ASSOCIATION, INC.sm

Index and Explanation of Documents

The following is a brief explanation of the documents that are included in this handbook. These documents are provided as a courtesy to the Members of Thornhill Community Association, Inc. and represent the principal governing documents that legally bind Members and the Association as well as the standing rules authorized by the Board of Directors for the management of the affairs and property held in common interest of the Members.

Amended and Restated Declaration of Covenants, Conditions and Restrictions

Commonly referred to as the "CC&R's," "Covenants" or the "Declaration," this document is the legal document that legally binds all homeowners in Thornhill to certain deed restrictions that describe how lots may be used, how assessments are calculated and applied as well as the responsibilities of the Homeowners' Association. This document should be included in the closing package of all property investors in Thornhill as it represents restrictions on the deed of trust.

Bylaws of Thornhill Community Association, Inc.

The Bylaws set forth how Thornhill Community Association, Inc. governs itself. It describes the executive leadership responsibilities of the Board of Directors, the Board's powers and responsibilities, how it is elected, how meetings are conducted and other elements of self governance. This document should also be included in the closing package of all property investors in Thornhill.

Community Guidelines

The Community Guidelines are rules relating to architectural use and control of lots in Thornhill. These rules and procedures clarify and supplement the restrictions contained in the CC&R's (see Article 3, Section 9) and are amended by the Board of Directors from time to time. As authorized by the CC&R's they have the same legal force and effect as the CC&R's.

Violation Policy

The Violation Policy is a written statement of policy that the Board of Directors has authorized to provide a transparent, systematic and predictable approach to the enforcement of the CC&R's and the Community Guidelines.

Delinquency Policy

The Delinquency Policy is a written statement of policy that the Board of Directors has authorized to guide its collection of delinquent dues assessments. This policy was written to conform to the laws of the State of North Carolina and the CC&R's. It is intended to provide an explicit and coherent roadmap to the Association's collections activities.

Facilities Regulations

The Facilities Regulations is a written statement of rules and regulations that the Board of Directors has authorized to govern the use of recreational facilities and amenities held in the common interest of all lot owners.

Communications Policy

The Board's Communications Policy is designed to establish procedures for communications between its members and the Members of the Association.

Records Inspection Policy

The Records Inspection Policy provides Members with the rules and procedures for inspecting Association records.

Committee Guidelines

To the extent that the Board of Directors establishes *ad hoc* committees in the furtherance of its objectives, the Committee Guidelines are the rules for their governance.

Drawn by and Mail to: Law Office of Chris Karrenstein, P.C.
3719 Latrobe Drive, Suite 840
Charlotte, NC 28211

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THORNHILL COMMUNITY ASSOCIATION, INC.**

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AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THORNHILL COMMUNITY ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THORNHILL COMMUNITY ASSOCIATION, INC. is made this ____ day of _____, 2005, by the Thornhill Community Association, Inc., a North Carolina non-profit corporation, and the undersigned Owners of Lots within the Properties of the subdivision known as Thornhill, pursuant to the authority granted in the Declaration of Covenants, Conditions and Restrictions for Thornhill referenced below, along with any amendments and supplements thereto;

WITNESSETH:

WHEREAS, Realty Dealers, Ltd., as Declarant and its successors in interest have heretofore imposed covenants, conditions and restrictions upon the Properties of Thornhill, maps of which appear of record in the Mecklenburg County Public Registry in Map Book 22, Pages 933 and 934; Map Book 23, Page 878; Map Book 23, Page 881; Map Book 23, Page 898; Map Book 24, Page 265; Map Book 24, Page 535; Map Book 24, Page 536; Map Book 24, Page 662; Map Book 24, Page 663; Map Book 24, Page 898; Map Book 24, Page 998; Map Book 25, Page 25; Map Book 25, Page 55; Map Book 25, Page 345; Map Book 25, Page 596; Map Book 25, Page 626; Map Book 25, Page 938; Map Book 26, Page 313; Map Book 26, Page 675; Map Book 27, Page 829; Map Book 28, Page 905; and which property is more particularly described in that Declaration of Covenants, Conditions, and Restrictions recorded in Book 6119 at Page 654 in the Mecklenburg County Public Registry, as amended and supplemented, collectively, (“Existing Declaration”);

WHEREAS, the undersigned Owners desire to insure the attractiveness of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all Properties within the subdivision.

WHEREAS, the Owners, as witnessed by their signatures below, deem it desirable to amend and restate the Existing Declaration, as referenced above, with a new Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter the “Restated Declaration”) so as to fulfill the objectives stated herein;

WHEREAS, the aforesaid Existing Declaration expressly provides that it may be amended by an instrument signed by a Majority of the current Owners of said Lots within the subdivision, as defined in Article 13, Section 2 of the said Existing Declaration; and

WHEREAS, the undersigned persons are the Majority of the current Owners of said Lots.

NOW, THEREFORE, the undersigned Owners, in compliance with the provisions of Article 13, Section 2 of the Existing Declaration, do hereby amend and restate, as specifically set forth below, the Declaration of Covenants, Conditions and Restrictions for Thornhill originally recorded in Book 6119 at Page 654 in the Mecklenburg County Public Registry, as amended and supplemented, and previously termed Existing Declaration. This Amended and Restated Declaration of Covenants, Conditions and Restrictions contemplates that it replaces the Existing

Declaration and that it shall have the same force and effect as the Existing Declaration. In the case of any conflict between the Existing Declaration and this Amended and Restated Declaration, this Amended and Restated Declaration shall control.

ARTICLE 1 **DEFINITIONS**

The following words when used in this Restated Declaration or any Subsequent Amendment (unless the context shall prohibit) shall have the following meanings:

Section 1. “Additional Land” shall mean and refer to additional real property subject to the Association’s unilateral right of annexation as provided elsewhere in this Restated Declaration, which property is more particularly described in Exhibit B attached hereto and incorporated throughout this Restated Declaration by reference.

Section 2. “Area of Common Responsibility” shall mean and refer to the Common Area, together with those areas, if any, within or upon a Lot, the maintenance, repair or replacement of which is the responsibility of the Association.

Section 3. “Assessment” means the assessment levied to fund expenses applicable to all Members of the Association.

Section 4. “Association” shall mean and refer to Thornhill Community Association, Inc. a North Carolina non-profit corporation, its successors and assigns. The Board of Directors shall be the elected body having its normal meaning under North Carolina non-profit corporation law.

Section 5. “Bylaws” shall refer to the Bylaws of Thornhill Community Association, Inc. attached to this Restated Declaration as Exhibit C and incorporated herein by reference.

Section 6. “Common Area” shall mean all real and personal property now or hereafter owned by the Association in Thornhill, for the common use and enjoyment of the Owners.

Section 7. “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve.

Section 8. “Community” means the real property and interest in the real property described in Exhibit A attached to and incorporated in this Restated Declaration by reference, and

(a) such additions to Exhibit A as may be made by Declarant heretofore or hereafter by amendment or Supplementary Declaration of all or any portion of the real property described in Exhibit B, attached to this Restated Declaration; and

(b) such additions to Exhibit A as may be made by the Association by amendment or Supplementary Declaration of other real property.

Section 9. “Declarant” means and refers to Realty Dealers, Ltd., an Illinois limited partnership, or its successors, successors-in-title or assigns (including the Association) to whom the rights of the Declarant are transferred.

Section 10. “Eligible Votes” means those votes available to be cast by Voting Members on the issue at hand. A vote which is for any reason suspended is not eligible to be cast.

Section 11. “Lot” means a portion of the Properties other than the Common Area intended for any type of independent ownership and residential use as may be set out in this Restated Declaration and as shall be shown on the plats of survey filed with this Restated Declaration or any amendments or supplements thereto. Where the context indicates or requires, the term Lot includes any structure on the Lot.

Section 12. “Majority” means any number of Members whose votes equate to the greater amount of half of any total.

Section 13. “Member” or “Members” shall mean and refer to an Owner or Owners and each and every person or entity holding membership (as defined in Article 4 Membership and Voting Rights in this Restated Declaration) in the Association.

Section 14. “Mortgage” means any mortgage, deed of trust and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 15. “Mortgagee” means a beneficiary or holder of a mortgage.

Section 16. “Mortgagor” means the grantor of a mortgage.

Section 17. “Owner” or “Owners” means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding contract purchasers and any party holding the fee simple title merely as security for the performance of an obligation.

Section 18. “Person” means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 19. “Property” or “Properties” shall mean and refer to the real property described in this Restated Declaration and such additional real property as may be added in accordance with Article 8.

Section 20. “Special Assessment” means the assessments levied in accordance with Article 10, Section 4 of this Restated Declaration.

Section 21. “Subsequent Amendment” means an amendment to this Restated Declaration which adds additional property to that covered by this Restated Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that amendment to the provisions of this Restated Declaration.

Section 22. “Thornhill” means the subdivision as shown on the Maps listed in this Restated Declaration in addition to any additional land annexed by the Association and recorded with the Mecklenburg County Public Registry.

Section 23. “Thornhill Community Association, Inc.” means that North Carolina non-profit corporation provided for in this Restated Declaration of Covenants, Conditions and Restrictions, as amended, for Thornhill duly recorded in the Mecklenburg County, North Carolina Public Registry.

Section 24. “Voting Member” means the Member or Member representative by proxy, who shall be responsible for casting the votes attributable to the Lot which he or she represents for election of Directors and other matters provided for in this Restated Declaration or the Bylaws.

ARTICLE 2

PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every Owner shall have a non-exclusive right of ingress and egress, use and 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 facility now or hereafter situated or constructed upon the Common Area and impose reasonable limits on the number of guests who may use the facilities;

(b) The right of the Association to suspend any Owner’s voting rights and the right to use any of the facilities for any period during which any assessment of the Association against that Owner’s Lot remains unpaid, and for any infraction by an Owner of the Association’s Rules and Regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(c) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided two-thirds (2/3rds) of Members present at a meeting called for such purpose shall approve; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges reserved or established in this Restated Declaration for the benefit of any Owner or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within Thornhill; and

(d) The right of the Association to dedicate or transfer all or any portion 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 of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3rds) of the votes of Members of the Association which are present or are represented by proxy at a meeting duly called for such purpose and provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage utilities and drainage facilities, upon, over, under and across the Common Area without the assent of the Members if such easements are requisite for the convenient use and enjoyment of the Properties.

ARTICLE 3
ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Architectural Control Committee. An Architectural Control Committee, hereinafter referred to as the “ACC”, shall consist of not less than three (3) Members to serve as representatives of the Association’s Board of Directors and enforce the restrictions hereafter set forth. The “ACC” shall be appointed by the Board of Directors.

The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subject to this Restated Declaration.

Section 2. Approval of Plans and Architectural Control Committee, “ACC”. After the initial construction of a residence on any Lot has been completed, no construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall, drive or walkway or exterior color change shall be commenced or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made after completion of construction of said Lot, unless and until the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the “ACC”. If the “ACC” fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, further approval will not be required and this Article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the “ACC”. The “ACC” or the Board of Directors of the Association shall be entitled to stop any construction in violation of these restrictions.

Section 3. Use. The Property shall be used only for residential, recreational and related purposes as may more particularly be set forth in this Restated Declaration or amendments thereto. The Association, acting through the Board of Directors, shall have standing power to enforce use restrictions contained in this Restated Declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Lots and Common Area, including common property, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community centers and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a Majority of the total votes in the Association. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards and restrictions which are not required to be stated specifically in the Restated Declaration and which may contain stricter standards of use regulations than contained in the Restated Declaration.

Section 4. Aerials, Antennas and Satellite Dishes. No exterior television, radio or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure or support thereof, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. The Board of Directors will be required to follow any Federal Communications Commission (FCC) laws in

making approval and giving consent. The Association may erect an aerial for a master antenna system or satellite dish, should any such master system or systems be utilized by the Association.

Section 5. Owners' Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such right shall be appurtenant to and pass with the title to each Lot.

Section 6. Use of Lots. Except as mandated by the Federal Disability Act or other Federal or State legal requirements, and except as may be otherwise expressly provided in this Restated Declaration, each Lot shall be used for residential purposes only as a residence for a single family. A single family is defined as no more than three (3) individuals unrelated by blood, marriage, or legal action. No trade or business of any kind may be conducted that is in conflict with the terms of this Restated Declaration, Bylaws, Articles of Incorporation or Rules and Regulations of the Association. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with the provisions of this Restated Declaration, Bylaws, Articles of Incorporation and Rules and Regulations as the Board of Directors may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Restated Declaration, Bylaws, Articles of Incorporation and the Rules and Regulations adopted hereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Common area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, illegal or offensive activity or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any part thereof and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners and the Board of Directors shall have the power to make and to enforce reasonable Rules and Regulations in furtherance of this provision.

Section 7. Use of Common Area. No planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Common Area or upon any Lot, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots may use the property outside their respective Lot only in accordance with reasonable Rules and Regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

Section 8. Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon any Lot or Common Area with the exception of a single sign "For Rent" or "For Sale", which sign shall not exceed two (2') feet by three (3') feet in dimension and shall refer only to the premises on which it is displayed, there being only one permitted sign to a Lot.

Section 9. Rules and Regulations. In addition to any standards and restrictions set forth in Section 3 of this Article, the Board of Directors may establish reasonable Rules and

Regulations concerning the use of the Common Area, facilities located thereon and individual Lots. Copies of such Rules and Regulations and amendments thereto, shall be furnished by the Association to all Owners prior to the effective date thereof. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, cancelled or modified by the Board of Directors or the Association in a regular or special meeting by the vote of Voting Members holding a Majority of the total of votes in the Association. The Board of Directors shall have the authority to impose reasonable monetary fines and other sanctions and monetary fines may be collected by lien and foreclosure, as provided in Article 10 of this Restated Declaration.

Section 10. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shed, tent, garage, carport or any other structure of a similar nature shall be used as a residence either temporarily or permanently.

Section 11. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, except that dogs, cats or other normal household pets may be kept in residences subject to Rules and Regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose.

Section 12. Occupants Bound. All provisions of the Restated Declaration and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all non-owner occupants of any Lot including guests, and invitees of Owners and non-owner occupants.

Section 13. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plant(s) or animal(s) or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 14. Unsightly or Unkempt Conditions. No trash, rubbish, stored materials, wrecked, unlicensed or inoperable vehicles, boats and/or trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other such debris for pickup by governmental or other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep his Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to a Majority of the Board of Directors of the Association, the Association may, through its agent or representative, enter and remove all such unsightly objects, debris or other vegetation at the Owner's expense in accordance with Article 9, Sections 5 and 6 of the Restated Declaration, and the Owner, by acquiring any Lot subject to this Restated

Declaration, agrees to pay such costs incurred by the Association in the enforcement of this paragraph promptly upon demand. No such entry as provided herein shall be deemed a trespass.

Section 15. Clothes Lines, Garbage Cans, Etc. All clothes lines, garbage cans, above-ground tanks, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

Section 16. Lakes, Ponds and Streams. All lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, motorized boating, playing or use of personal flotation devices shall be permitted; provided, however, fishing from the shore or banks thereof shall be permitted. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams located within the Properties.

Section 17. Play Facilities. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

Section 18. Maintenance.

(a) Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Area of Common Responsibility.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots as part of the Assessment.

(b) Owner's Responsibility. In accordance with any additional Declaration and Subsequent Amendments to this Restated Declaration which may be filed on portions of the Properties, and in accordance with this Restated Declaration as amended and supplemented, all maintenance of the Lots and all structures, parking areas and other improvements within or upon the Lot shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the community-wide standards of Thornhill and the applicable covenants. If the Board of Directors determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair or replacement of items of which he or she is responsible hereunder, or (ii) that the need for maintenance, repair or replacement which is in the Area of Common Responsibility is caused through the willful or negligent act of any Owner, his or her family, guests, lessees or invitees and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense. Such costs shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot, as provided in Article 10 of this Restated Declaration. Except in an emergency situation, the Association shall give the Owner written notice of the Association's

intent to provide necessary maintenance, repair or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board of Directors. In the case of (i) above where the Owner has not discharged his or her responsibility, unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board of Directors determines that an emergency exists, that an Owner has not complied with the demand given by the Association as herein provided, or that the need for maintenance or repair is in the Area of Common Responsibility as in (ii) above, then the Association may, but is not obligated to, provide any such maintenance, repair or replacement in the manner described above. The Association or its agents or employees shall have a right of entry upon or into the Lot as necessary to perform such work and shall not be liable for trespass for such entry or work.

ARTICLE 4 **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Restated Declaration shall be deemed to have a Membership in the Association. Membership shall be appurtenant to and may not be separated from such Ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's Membership. No Owner, whether one or more persons, shall have more than one (1) Membership per Lot owned. In the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of Membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each Membership applicable to a particular Lot be cast for each Lot.

Section 2. Voting. Subject to the provisions of Article 10 of this Restated Declaration, Members shall be entitled, on all voting issues applicable to Lots, to one (1) vote for each Lot in which they hold the interest required for Membership by Section 1 of this Article. There shall be only one (1) vote per Lot; provided, however, no vote shall be cast or counted for any Lot not subject to assessment. Unless otherwise specified in this Restated Declaration or the Bylaws, the Eligible Vote of each Lot shall be exercised by the Voting Member representing such Member's Lot as defined in Article 1, Section 10 of this Restated Declaration.

ARTICLE 5 **INSURANCE**

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk insurance is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board of Directors shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the

Association or any of its Members or agents. The public liability policy shall have at least a one million (\$1,000,000) dollar single-person limit as respects bodily injury and property damage; a three million (\$3,000,000) dollar limit per occurrence, if reasonably available; and a five hundred thousand (\$500,000) dollar minimum property damage limit. Premiums for all insurance on the Common Area shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance equals at least one hundred (100%) percent of the replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance or, in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area or for structures on Lots shall be included in the Assessment, as defined in Article 1, Section 3 of this Restated Declaration. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in North Carolina and holding a rating of XI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Lot Owners and their mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Mecklenburg County, North Carolina area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(4) that no policy may be cancelled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee;

(5) that any “other insurance” clause in any policy exclude individual Owners’ policies from consideration; and

(6) that no policy may be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Common Expense, worker’s compensation insurance, if and to the extent necessary, a fidelity bond or bonds on Directors, officers, employees and other persons handling or responsible for the Association’s funds. The amount of fidelity coverage shall be determined in the Board of Directors’ best business judgment, but may not be less than three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) of this Article 5.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as

used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Properties shall be restored to their natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a special assessment against all Owners as permitted in Article 10, Section 4 of this Restated Declaration. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 6 **NO PARTITION**

Except as is permitted in this Restated Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of Article 5 in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Restated Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Restated Declaration.

ARTICLE 7 **CONDEMNATION**

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Voting Members representing at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace the improvements so taken on the remaining land included in the Common Area to the extent funds are available for the restoration or replacement of improvements, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article 5 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE 8 **ANNEXATION**

Subject to the consent of the Owner of the property to be annexed and upon the written consent or affirmative vote of a Majority of the Members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than that described in Exhibit B and subject such real property to the provisions of this Restated Declaration and the jurisdiction of the Association by filing a Subsequent Amendment with respect to the property being annexed in the Mecklenburg County Public Registry.

ARTICLE 9 **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Restated Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in a good, clean, attractive and sanitary condition, order and repair pursuant to the terms and conditions of this Restated Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties and Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Restated Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, trash collection, sewer service and other common services to each Lot.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests located within the Properties described in Exhibits A or B conveyed to it by the Declarant.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Restated Declaration as amended and supplemented or the Bylaws, and every other right or privilege reasonably implied by the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Self-help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Restated Declaration, the Articles of Incorporation, Bylaws, the Rules and Regulations or the use restrictions. Unless an emergency situation exists, the Board of Directors shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees and costs actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of Assessments as allowed in Article 10 of this Restated Declaration.

Section 6. Hearing Procedure. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Restated Declaration as amended and supplemented, Articles of Incorporation, these Bylaws or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot as stated in Section 5 of this Article. In the event that any occupant of a Lot violates this Restated Declaration, Articles of Incorporation, Bylaws or a Rule or Regulation and a fine is imposed, the fine shall be assessed against the Lot Owner and the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of this Restated Declaration, Articles of Incorporation, Bylaws or any Rule or Regulation shall not be deemed a waiver of the right of the Board of Directors or Association to do so thereafter.

(a) Notice. Prior to imposition of any fine hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice via first class mail to the Owner's address of record with the Association, describing (i) the nature of the alleged violation and stating the Article or Rule the Owner is in violation of and its cure, (ii) the proposed fine to be imposed, (iii) a period of time in which the alleged violator has to cure the violation.

(b) Hearing. If a homeowner has received notice as stated in Article 9, Section 6(a) of this Restated Declaration and has not responded with the appropriate cure to the violation, a hearing date and time will be set by the Board of Directors. Notice of such hearing will be issued and sent via first class mail with a minimum of ten (10) days notice to be held in either executive session of the Board of Directors, or in front of an adjudicatory panel appointed by the Board of Directors. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting, and Article 3, Section 9 of this Restated Declaration relating to Rules and Regulations shall be complied with. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Director or agent who delivered such notice. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The decision of the Board of Directors or the adjudicatory panel after the hearing shall be final. Written notice of the decision must be sent to the Owner via first class mail.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary contained in this Restated Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations, if it is decided that a fine should be imposed, a fine not to exceed one hundred fifty (\$150.00) dollars may be imposed for the violation and without further hearing, for each day after the decision that the violation occurs. Such fines shall be assessments secured by liens in accordance with the North Carolina Planned Community Act and shall be enforced in the same manner as liens for past due assessments as provided in Article 10 of this Restated Declaration. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE 10 **ASSESSMENTS**

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Restated Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Restated Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which assessment is made.

Each assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Lot at the time of the assessment, and his or her grantee shall be jointly and severally liable for the portion of the assessment due and payable at the time of conveyance to the extent expressly assumed; provided, however, no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to the acquisition of title. Assessments shall be paid in the manner and on dates fixed by the Board of Directors, and may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board of Directors otherwise provided, the assessments shall be paid in monthly installments.

The Association shall upon demand at any time furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or agent of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed twenty-five (\$25.00) dollars for the issuance of such certificate.

Section 3. Computation of Assessment. It shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming

year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Board of Directors shall cause a copy of the budget and the amount of the assessments to be levied against each Lot for the following year to be delivered to the Voting Members at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by Voting Members or their alternates representing at least a Majority of the Owners. Notwithstanding the foregoing, however, in the event the budget is disapproved or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided in this Section, the budget in effect for the then current year shall continue for the succeeding year.

Notwithstanding the foregoing, until January 1st of the year immediately following the conveyance of the first Lot in Thornhill to an Owner, the maximum Annual Assessment shall be two hundred forty (\$240.00) dollars on each Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than six (6%) percent above the maximum assessment for the previous year without a vote of the Membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above six (6%) percent by a vote of two-thirds (2/3rds) of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum herein provided.

Section 4. Special Assessments. In addition to the other assessments authorized in this Article, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed five hundred (\$500.00) dollars in any one fiscal year, the Board of Directors may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a vote of Voting Members with votes or their alternates representing a Majority of the Members. Special assessments shall be paid as determined by the Board of Directors, and the Board of Directors may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Restated Declaration, together with late charges, interest, costs and reasonable attorney's fees as provided for herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on any Mortgage placed prior to the Association lien and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument; or (c) on any Mortgage to Declarant, all such liens being duly recorded in the Mecklenburg County Public Registry.

All other persons acquiring liens or encumbrances on any Lot after this Restated Declaration shall have been recorded in such records shall be deemed to consent that such liens

or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due are delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount the Board of Directors may from time to time determine. The Association shall give a notice of delinquency to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days of the due date, a lien, as provided in this Article, shall attach and shall include the late charge, interest on the principal amount due at twelve (12%) percent per annum (not to exceed the maximum legal rate) and all late charges from the date first due, all costs of collection, reasonable attorney's fees and any other amounts provided or permitted by law. If the assessment remains unpaid after sixty (60) days from the due date, the Association may, as determined by the Board of Directors, institute suit to collect the amounts due and to foreclose the lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as other liens for the improvement of real property may be foreclosed. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way of illustrations, but not limitation, by non-use of Common Areas or abandonment of the Lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Restated Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of the suit, in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit, in the order of their coming due.

Section 7. Capital Budget and Contributions. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board of Directors shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board of Directors and included within the budget and assessment, as provided in Section 3 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 8. Subordination of the Lien to First Mortgages. The lien of the assessments, including interest, late charges, and costs (including attorney's fees) provided for herein shall be

subordinate to the lien of any First Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage 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 lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

Section 9. Capitalization of Association. Upon acquisition of record title to a Lot from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6th) of the amount of the assessment for that Lot as determined by the Board of Directors.

Section 10. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Restated Declaration on the first day of the month following the conveyance of the first Lot by the Declarant to a Member and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date any Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

(a) the Lot becomes subject to this Restated Declaration; or

(b) the appropriate official of Mecklenburg County, North Carolina or other appropriate governing municipality issues a certificate of occupancy or its equivalent stating that the Lot is substantially complete and available for occupancy.

Section 11. Specific Assessments. The Board of Directors shall have the power specifically to assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Directors' right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section. The Board of Directors may specifically assess Lots for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all, may be specifically assessed equitably among all Lots according to the benefit received.

Section 12. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments, and Special Assessments:

(a) all Common Areas;

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks.

Section 13. Failure to Assess. The omission or failure of the Board of Directors to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE 11 **EASEMENTS**

Section 1. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity as well as storm drainage and any other service such as, but not limited to, a master television antenna system, satellite dish, cable television system or security system which the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board of Directors shall have the right to grant such easement.

Section 2. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1') foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant or the Association.

Section 3. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergencies, security and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner as stated in Article 3 of this Restated Declaration. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board of Directors.

Section 4. Easement for Access Over Private Streets. There is hereby reserved to the general public an easement for ingress, egress and regress over all private streets within the Properties, subject to such Rules and Regulations as may be promulgated by the Board of Directors.

ARTICLE 12 **GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Restated Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Restated Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a Majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. This Restated Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a Majority of the Members. Amendments to this Restated Declaration shall become effective upon recordation in the Mecklenburg County Public Registry unless a later effective date is specified therein.

Section 3. Indemnification. The Association shall indemnify every officer and Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director. The officers or Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Construction and Sale. Notwithstanding any provisions contained in this Restated Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the clubhouse complex, if any, which may be owned by the Association, as models and sales offices. This Section may not be amended without the express written consent

EXHIBIT C
BYLAWS
OF
THORNHILL COMMUNITY ASSOCIATION, INC.

ARTICLE 1
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name and Location. The name of the Association shall be Thornhill Community Association, Inc., (hereinafter sometimes referred to as the “Association”). The principal office of the Association shall be located in Mecklenburg County, North Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

Section 2. Membership. The Association shall have Membership as more fully set forth in the Restated Declaration of Covenants, Conditions and Restrictions for Thornhill as amended and supplemented, (said Declaration, as amended, renewed, restated or extended from time to time, is hereinafter sometimes referred to as the Restated Declaration), the terms of which pertaining to Membership are specifically incorporated herein by reference.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in said Restated Declaration, unless the context shall prohibit.

ARTICLE 2
ASSOCIATION: MEETINGS, QUORUM, VOTING, AND PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Thornhill or as convenient thereto as possible and practical.

Section 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association and not later than six (6) months after the closing of the sale of the first Lot. The next annual meeting shall be set by the Board of Directors so as to occur no later than thirty (30) days before the close of the Association’s fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. The annual meeting of the Members shall be held at a date and time as set by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of a quorum of the Board of Directors or upon a petition signed by the Voting Members representing at least ten (10%) percent of the total Eligible Votes of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting shall be delivered by United States Postal First Class mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days

before the date of such meeting, by or at the direction of the President, the Secretary or the officers calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which a meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

The notice of a meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the Voting Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Voting Member or his or her alternate shall be deemed waived by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice or defective notice, at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the Voting Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Voting Members, if any action taken is approved by at least the Majority of Eligible Votes of the required quorum for that meeting.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Restated Declaration, and such voting rights provisions are specifically incorporated herein.

Section 8. Proxies and Written Ballots. At all meetings of Members, each Member entitled to vote may vote in person, by proxy, or by submitting a written ballot. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. A proxy is void if it is not signed and dated with the property address included. A proxy is revocable and terminates eleven (11) months after its date unless it specifies a shorter term, and shall otherwise automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the Board of Directors of the death or judicially declared incompetence of a Member. Whenever a vote is to be taken at a meeting of the Members, each Member entitled to vote may vote by submitting a written ballot. All written ballots shall be filed with the Secretary. Written ballots must (i) set forth each proposed action, and (ii) provide an opportunity to vote for or against each proposed action. All proxies and/or written ballots must have the original signature, be dated and state the property address of the Voting Member.

Section 9. Majority of Owners. As used in these Bylaws, the term “Majority” shall mean those votes, Owners or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 10. Quorum. Except as otherwise provided in these Bylaws or in the Restated Declaration, the presence in person or by proxy of one-tenth (1/10th) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Restated Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 12. Action Without a Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Voting Members.

ARTICLE 3

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members; provided, however, no two (2) Owners holding fee simple title to the same Lot may serve on the Board of Directors at the same time.

Section 2. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than nine (9), as the Board of Directors may from time to time determine by resolution. The initial Board of Directors shall consist of seven (7) Members. Any additional directorships shall be filled by persons elected at-large by the Voting Members.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve until the close of such annual meeting. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 4. Election and Term of Office. Notwithstanding any other provision contained herein, at the first annual meeting of the Membership after the termination of the Class B Membership and at each annual meeting of the Membership thereafter, all Directors shall be elected. Directors shall serve annual terms commencing with their election at an annual meeting and terminating at the next annual meeting. At such election, the Members or their proxies may

cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restated Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. Each Director shall hold office through the end of his term or until death, resignation, retirement, removal, disqualification, or his successor is appointed or elected or as otherwise provided by law.

Section 5. Removal of Directors. Directors may be removed by a vote of a Majority of the Voting Members entitled to vote present at a meeting called for that purpose for cause or for no cause. Any Director whose removal is sought will be given notice prior to any meeting called for that purpose.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association or the expiration a Directors term, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so appointed or elected shall serve the unexpired portion of the vacated term.

Section 7. Voting Procedure for Directors. The Voting Members may cast, in respect to each Director vacancy, as many votes as they are entitled to exercise under the provisions of the Restated Declaration. The persons receiving the largest number of votes shall be elected as provided in Section 4 of this Article.

Meetings of Directors.

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices shall be posted at a prominent place

within the Common Area not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends and specifically objects to the lack of proper notice or adequate notice at the time the meeting is called to order.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a Majority of a quorum of the Board of Directors.

Section 16. Executive Session. The Board of Directors may, with approval of a Majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board of Directors members have been obtained.

Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs as provided by law.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) levying assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments and establishing the period of the installment payments of the annual assessment; (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.)

(c) providing for the operation, care, upkeep and maintenance of all the Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

(f) making and amending Rules and Regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the other provisions of the Restated Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Restated Declaration, these Bylaws, and the Rules and Regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association for the benefit of the Members;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents, accountants or attorneys, during general business hours on working days and times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with the accepted accounting practices under the applicable laws in North Carolina.

(m) make available to any prospective purchaser of a Lot, and Owner of a Lot, any first Mortgagee and the holders, insurers and guarantors of a first Mortgage on any Lot current copies of the Restated Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot, and all other books, records and financial statements of the Association; and

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

Section 19. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subparagraphs (a), (b), (f), (g) and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

Section 20. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) accrual accountings, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles; (A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures. Cash disbursements shall be limited to amounts of twenty-five (\$25.00) dollars and under.

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month, semi-annual financial reports shall be prepared for the Association containing:

(1) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(2) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis;

(3) an Account Status Report reflecting the status of all accounts in an actual versus approved budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(4) a Balance Sheet of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot in the Project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date;

(5) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year; and

(6) a Delinquency Report listing all Owners who have been delinquent during the preceding six (6) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month.

Section 21. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association; provided, however, the Board of Directors shall obtain Voting Member approval in the same manner provided in Article 10, Section 4 of the Restated Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 22. Rights of the Association. With respect to the Common Area or other Association responsibilities owned and in accordance with the Articles of Incorporation, the

Restated Declaration as amended and supplemented, and Bylaws of the Association, the Association shall have the right to contract, or make an agreement with any person, organization or entity for the performance of various duties and functions. Such contracts or agreements shall require the consent of two-thirds (2/3rds) of the total votes of all Directors of the Association.

ARTICLE 4 **OFFICERS**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may select such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article 3, Section 8 of these Bylaws. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by a Majority vote of the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Restated Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases and Checks. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE 5 **COMMITTEES**

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and

shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE 6 **MISCELLANEOUS**

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law, the Articles of Incorporation, the Restated Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of North Carolina law, the Articles of Incorporation, the Restated Declaration, and these Bylaws, the provisions of North Carolina law, the Restated Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board of Directors, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Thornhill as the Board of Directors shall prescribe.

(b) Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

(1) notice to be given to the custodian of the records by the Member desiring to make the inspection;

(2) hours and days of the week when such an inspection may be made;
and

(3) payment of the cost of reproducing copies of documents requested by a Member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given or if sent by registered or certified mail, return receipt requested, first class postage prepaid:


(a) if to a Member or Voting Member at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 6. Amendment. These Bylaws may be amended by the affirmative vote (in person or by proxy) of, or by written consent signed by, the Voting Members of the Association. At a meeting duly called or held at which a quorum is present, amendments to the bylaws shall require an affirmative vote of two-thirds (2/3rds) of the Voting Members present whether in person or by proxy. Without a meeting, these Bylaws may be amended by written consent signed by Voting Members representing a Majority of the total votes of the Association. Action by written consent shall be evidenced by one or more written consents describing the action taken, signed before or after the taking of such action by all Members entitled to vote thereon and filed with the Secretary of the Association to be kept in the Association's minute book. Except as otherwise provided in the Restated Declaration or Articles of Incorporation, a written consent shall not be revoked.

Section 7. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board of Directors' audit at the annual meeting, the Owners, by a Majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant.

The foregoing were adopted by the Board of Directors and ratified by the Majority of the Members on August 17, 2006, as revised Bylaws of Thornhill Community Association, Inc., a non profit corporation, under the laws of the state of North Carolina.

By:  04OCT06

Michael L. Stitt, President Date
Thornhill Community Association, Inc.



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Community Guidelines

Adopted October 20, 2004

Amendments: October 17, 2005; January 3, 2007; February 23, 2009

Overview

This 2009 guideline incorporates changes approved by the Board of Directors since the last published update in 2007. The Architectural Control Committee ("ACC") oversees architectural, maintenance and use restrictions for the Thornhill Community Association, Inc. ("TCA" or "Association") as described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill Community Association, Inc. ("CC&R's"), and is responsible to the TCA Board of Directors for the enforcement of those restrictions.

Section 1: Areas Subject to ACC Approval

The following section describes improvements to residential lots that require ACC review and approval prior to commencing the project. If you would like to improve your property and are unsure of what is allowed, contact the property management company or ACC chair for direction before making any commitments or purchases. Practices and Procedures for Approval are described in section 2.

Section 1 (A) Exterior Modification to Dwelling

All exterior construction, reconstruction, remodeling, alterations or additions to the existing dwelling shall be approved by the ACC. In general, this covers but is not limited to room additions, decks, screened porches, sunrooms, roofing replacements, window replacements, window mounted air conditioning units, siding replacements, driveways, walkways, pools and replacement of builder installed retaining walls, etc. The recommended guideline to follow, when considering any project that will alter the appearance of the dwelling, is to obtain ACC approval.

Section 1 (B) Exterior Painting

One of the most often requested items are changes to the exterior house color. Any change or modification to the exterior color of the home including siding, trim, doors, shutters, etc. shall be approved by the ACC. The only exception not requiring ACC approval are routine maintenance involving touching up of the paint and/or repaint using the same colors. Generally, the colors used by the original builders in the community can easily be approved given minor adjustments for variances in coloring. It is also realized, that over time, changes in home paint color can "date" a community. With this in mind, the ACC will stay open to optional paint color selections beyond that which was originally used by the builders. The ACC will strive to be fair in reviewing requests to change color even if they are different from those commonly used by the original builders, however, color changes must be compatible with the overall look of the community.

Section 1 (C) Fencing

A fence is any structure placed on a property for the purpose of enclosing an area and/or providing a solid visual barrier related to landscape design or privacy. A wide range of designs and materials can be



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proposed. Post and rail, with or without heavy wire mesh, open spaced picket, open slotted board fences with a one inch or greater spacing between boards, designer or decorative metal fences are readily approved. Chain link, wire and metal mesh fencing basket weave or solid board fencing are not allowed in Thornhill. All fences are limited to 5 feet in height from the ground, with the exception of properties with rear yards along Ballantyne Commons Parkway or Elm Lane right-of-ways where 6-foot stockade type fence may be proposed. All fences must be approved by the ACC prior to construction.

All fences shall be constructed on or within the property owner's property. Most perimeter fences start at the front or rear line of the dwelling structure. Property owners having corner lots must set the fence back from the side property line at least 10 feet back from the edge of the right of way to provide a line-of-sight for vehicles making turns.

Section 1 (D) Outbuildings, Storage Buildings, Sheds, Doghouses, Playhouses and Similar Structures

No sheds, storage buildings, carports, tree houses or any type of outbuilding structures, including playhouses that are of a design and size to replicate a storage building or shed, are allowed.

In general, the following types of construction or play equipment are acceptable for the community.

- Playground type swing sets, slides, and gym sets that may include elevated decking and/or a loft playhouse within its design.
- Doghouse structure of a kind sold in stores and/or site built are permitted providing those site built are property finished with stain and/or painted an approved color and have a finished or shingled roof.
- Smaller kiddy type playhouses of a semi-temporary nature similar to those commonly sold by toy stores, department stores, warehouse merchandisers, etc.

The following types of construction generally require ACC approval prior to construction.

- All other playhouses shall be approved prior to construction and in general shall be miniature in size, shall serve as a playhouse structure only and shall not be used as storage sheds. ACC approval must be obtained before purchasing or building this type of structure. (Requires ACC Approval - See Section 2)
- Trellis and gazebo type enclosures that are incorporated into the side or back yard landscaping or are added to existing decks. (Requires ACC Approval - See Section 2).
- Permanent storage additions to a dwelling which are directly attached and fully integrated with the structure and are of a design compatible with the dwelling and the community (Requires ACC approval See Section 2).
- Small screening structures intended to keep trash receptacles out of sight. (Requires ACC Approval - See Section 2)



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Section 1 (E) Aerials and Antennas

No exterior television, radio or other aerial transmitting or receiving device, antenna, dish or tower is permitted except for the FCC permitted one (1) meter or less diameter satellite dish.

The guidelines for dish placement are as follows and must be approved by the ACC:

- The dish must be placed in the least noticeable location on the property from which an acceptable quality signal can be received.
- No dish will be placed forward of the front setback line of the dwelling.
- When placed along the property line, the dish shall be placed as close to the dwelling as possible.
- All dishes placed at ground level will be screened from view to a height acceptable for reception.
- All dish placements require approval by the ACC – See Section 2.

Section 1(F) Swimming Pools / Hot Tubs

Only "in ground swimming pools" are allowed in the community. No "above ground swimming pools" are permitted. Hot tubs are permitted but must be screened from street view and kept covered when not in use. (Requires ACC Approval - See Section 2).

Section 1 (G) Basketball Goals and Street Right-of Way

There are two types of basketball goals approved for use in Thornhill: The fixed variety embedded in cement next to a home's driveway and portable free-standing goals.

All basketball goals shall be placed no closer to the street than half the distance between the garage to the end of the driveway. Backboards may not be attached to the house. They must be oriented so that play occurs on the concrete pad used to park vehicles on the owner's private property.

Basketball goals and similar obstructions within the city's street right-of-way are not permitted, as they are safety and liability hazards and violate City code section 19-25. The management company actively cooperates with Charlotte Department of Transportation's basketball removal program. CDOT will remove these hazards without notice.

Section 2: Practices and Procedures for Approval

Section 2 (A) General Guidelines and Requirements

While TCA's CC&R's provide for a 30-day review period once the request from has been received by our property management company and duly recorded, the ACC tries to review your request within a few days. However, or if for some reason the ACC fails to respond to your request after 30 days from the date of receipt by the property management company further approval will not be required.

The first step in obtaining approval is to fill out the attached "Thornhill Request for Approval Form" and be prepared, depending on the request, to submit a detailed plan showing the nature, kind, shape, height, color, material, location, contractor information and other pertinent factors related to your project.



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The second step is to contact our property management company representative and advise them of your request. Depending on the specifics of the request, they either will have you mail or fax it to them or may have you contact an ACC member directly to review it. The ACC representative will go over all the information to be sure it is complete and depending on the nature of the request (fence, painting etc.) may give immediate approval. Those requests of a more detailed nature or which may require permits (room additions, decks etc.) may take a little longer to approve.

All projects being submitted for approval will be conditional on meeting any city / county zoning, setback, and building codes. If required, all permits must be obtained and displayed in accordance with those requirements. (Note: Failure to obtain the necessary approval and/or permits may result in the approval being rescinded and/or the county inspection department being notified).

All requests will be evaluated on factors related to what is reasonable, customary and commonly acceptable to the overall harmony of the community in color, design, material, location, topography etc. and to the preservation of community property values.

Should your request be denied, you will be provided with feedback. You may modify and re-submit your request as needed to obtain ACC approval. If for some reason you are dissatisfied with the ACC decision, you may file an appeal with our property management company. They will schedule an appeal meeting with the ACC, the TCA Board of Directors and a representative of the property management company.

Once approved, the construction or activity shall be completed promptly and in strict conformity with the approved application. Improvements to any Thornhill property started without ACC approval will be viewed as a violation of the CC&R's and the ACC may impose fines and require removal of the improvements.

Section 3: Community Guidelines

Section 3 (A) General

Thornhill is a planned community and the Thornhill Community Association, Inc. is legally required to manage, maintain, operate, care for and administer the Covenants, Conditions and Restrictions (CC&R's) for the community. The CC&R's and the Community Guidelines can be found on www.thornhillnc.net or by contacting the management company.

Property in Thornhill will be used only for residential, recreational (pool and common grounds), and related purposes as established in our CC&R's. The CC&R's North Carolina General Statutes establish the authority and right of the Thornhill Community Association, Inc. Board of Directors, and our property management company as authorized by the Board, to make and enforce standards and restrictions governing the use of the units (dwellings), and the common grounds and to impose fines for violations to the CC&R's. The amount of the fine will be determined at the formal hearing and will be based on the specific nature of the violation and / or the frequency of the violation.

Section 3 (B) Use of Dwellings



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- All dwellings shall be used only as a residence for a single family. defined as no more than three (3) individuals unrelated by blood, marriage or legal action (see Article3, Section 6 of the CC&R's)
- No dwelling shall be used to provide rooms for rent or in a multifamily boarding arrangement and / or as a Fraternal or Sorority dwelling.
- The lease or rental of dwellings for residential use is permitted and subject to the single-family requirements.
- No activity constituting a noxious, destructive, illegal, offensive or unreasonable source of annoyance to the community is allowed.

Section 3 (C) Common Ground / Thornhill Community Association Property

No homeowners and or renters shall encroach on or take possession of any common ground owned by the TCA.

- No plantings, gardening, fencing, construction, or dumping of rubbish and / or debris of any type is permitted on TCA property.
- All use of the TCA common ground and all Association amenities are at the risk of the user.

Section 3 (D) Pets

- No livestock or poultry is permitted.
- No breeding for commercial purposes is permitted.
- No chain link or wire mesh animal or containment fences are permitted.
- Household pets are not permitted to be left outside of the dwelling over night.
- Residents are reminded and encouraged to adhere to all city / county animal control requirements and must keep pets on a leash when being walked off of the owners property, and must pick up after their pets.

Section 3 (E) Signs

All signs shall not exceed 2 feet by 3 feet, unless approved in advance by the ACC.

- Only one "For Sale" or "For Rent" sign and one information box sized to hold 8 ½" x 11" sheets may be placed on a Property.
- No signs that advertise goods or services shall be displayed at any dwelling.
- Small directional and/or open house signs may be placed to promote and provide directions to a dwelling provided they are placed no earlier than Friday evening and must be removed by noon on Monday.
- One small sign associated with notification of a home alarm system as a warning may be placed at a dwelling.
- Contractors who are performing work at a dwelling may place a sign to provide community notification of their activity and for the purpose of displaying the necessary permits. This sign must be removed when the work is completed.

Section 3 (F) Lake, Stream, Island, and Dam



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These are aesthetic amenities for viewing only. No swimming, playing, boating or walking across the dam is allowed. While fishing from the shore is currently permitted, the TCA discourages this practice for safety and health reasons and will assume no responsibility for any harm of illness associated with this activity.

Section 3 (G) Association Common Areas and Amenities

All Parking Lot, Pool, Play Areas, Tennis Courts, Lake, Dam, Landscaping and all Structures on Common Grounds are Private Property that is owned and maintained by the TCA. Use of these facilities is governed by the Thornhill Recreation Facility Regulations Adopted: October 20, 2004. Owners are responsible for misuse or intentional damage to Association property and the TCA reserves the right to make Special Assessments, and take legal action to collect the cost of repairs. The ACC is committed to reducing these costs for the Association and has provided some specific areas for you attention.

- Tennis Courts are for "Tennis Only". No other activity is permitted on the courts. While on the courts players are required to wear tennis type footwear/sneakers. Anyone found using the tennis courts for any other activity but tennis is subject to a \$100 fine.
- The parking lot is for the use of residents, invited guests and contractors working for the TCA. Vehicles in the parking lot during the day or at night in violation of this guideline and/or the posted rules and hours of operation are subject to being towed at the owner's expense.
- Damaging or altering landscaped entries and common areas including planting areas, flower, shrubs, trees, pine needle beds, irrigation systems, lighting, etc. is prohibited.
- Damaging or defacing community property including, but not limited to, structures, play equipment, the pool, bathrooms, stonework, signs, pavement, tables, fans, fencing, lighting, etc. is prohibited.
- Go-carts power scooters, dirt bikes, ATV's, and vehicles of a similar nature are prohibited on Association property. Skateboards, scooters, bicycles and roller blades are governed by the Thornhill Recreation Facility Regulations
- Activity that creates a disturbance or safety issue is prohibited.
- Big Rock Park is county property and is subject to County Park Regulations which are enforced by County Watch Officers and the Charlotte Mecklenburg Police Department. The county park rules and regulations prohibit access to the park after dusk. These rules also prohibit the use of alcoholic beverages, drugs, firearms, or vehicles in the park among other things. The county park closes at dusk and Thornhill members are encouraged to be observant of activities in the park and to notify the police of any violation.
- TCA has authorized the Charlotte Mecklenburg Police Department to act as our agent. This provides that anyone found on community property between 10pm and 6am can be arrested. It is important that every resident of Thornhill be alert for suspicious activity in and around our common ground areas and the county Park.

Section 3 (H) Unsightly, Unkempt Property or Dwelling Conditions



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No trash, stored materials, inoperable, unlicensed, un-inspected vehicles, boats, trailers, recreational vehicles, business related or commercial vehicles or other unsightly items shall be allowed to remain on any property outside an enclosed area. For the purpose of our community rules and regulations, any utility vehicle, truck or van which, by its design and features, is intended for the conduction of a trade or transit for the furtherance of a commercial enterprise, is considered to be a commercial type vehicle. In the event any owner fails or refuses to keep the property free of unsightly objects, the ACC may have the unsightly objects removed at the owner's expense.

Section 3 (I) Trash Receptacles, Woodpiles, Clothing Lines, Etc.

- All trash receptacles and woodpiles are to be located or screened so that they cannot be viewed from the street.
- Trash receptacles should not be placed on the street for collection any earlier than the evening before the scheduled collection day and should be removed from the street no later than the evening of the scheduled collection day, as provided in the city ordinance.
- No lines for drying clothes, cloths or linens are permitted.

Section 3 (J) Nuisance and Maintenance

No activity or condition shall be allowed that will cause embarrassment, discomfort, or annoyance to other residents. Every Owner and renter in Thornhill shall prevent any unclean, unhealthy, unsightly, or unkempt condition to develop on his or her property. Areas of common community concern relate to the maintenance of paint, siding, trim, doors, decks, windows, fences, roofs, and other improvements, and the failure to maintain the grass, yard and landscaping to a reasonable community standard. The TCA Board of Directors, ACC, and property Management Company have the right and responsibility to give notice of nuisances and inadequately maintained properties and to enter the property to correct the conditions.

Section 3 (K) Vehicle Parking, Cul-de-sac, Commercial Type Vehicles

While enforcement of parking ordinances is outside the authority of the Association, parking of vehicles along the curbing of cul-de-sacs and islands can result in a parking ticket if the vehicle is illegally parked and/or prevents vehicle access along the length of the street or around the cul-de-sac. It is recommended that vehicles only be parked along the curbing closest to the dwellings to avoid any problems or conflicts.

Except for the purpose of temporary activities at a property, no commercial type business or repair service type vehicle shall be parked on the lawn or in the yard area of any property or shall remain parked on a property outside of an enclosed area. All vehicles shall be parked on a paved area associated with the property driveway.

Section 3 (L) Dwellings and Related Home Based Business Activities

Activities that are commonly referred to as a "home based business" are conditionally approved at any residence, provided they meet the following requirements:

- All home based businesses must comply with all city zoning regulations and ordinances.



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- The home-based business activity shall not be visible to the community and shall be conducted in such a manner that residents or visitors to the community would have no reason to suspect that a home-based business was being conducted from the dwelling.
- From the exterior, the dwelling shall remain completely residential in character.
- No homeowner or renter shall conduct any business that requires employees to work at the dwelling. This includes employees reporting to and/or from the dwelling as a condition of their employment.
- No vehicles of a business, commercial or promotional nature shall be parked at the dwelling except in an enclosed area approved by the ACC.
- The dwelling may not be used for a home-based business by anyone other than the property owner and/or renter of record.
- No business activity shall be permitted that is illegal, immoral or creates a hazard, nuisance or annoyance to the community.
- The business activity shall not cause and odor, dust, smoke, vibration, noise, glare, heat or electromagnetic interference, which can be detected at or beyond the property line.
- There shall be no outside storage of inventory nor shall there be any storage of hazardous materials.
- There shall be a reasonable limit to the traffic associated with the business being conducted and client visits shall not exceed six visits per day.
- In general, traffic shall not create an annoyance, hazard, discomfort or nuisance to the community in volume and / or parking.
- The permission for a home-based business is conditional on these requirements being met.
- A failure to meet the listed requirements will be considered a violation and the ACC or TCA may choose to rescind or limit the above described conditional approval.

Section 3 (M) Property Owners Responsibilities

- All property owners are responsible for understanding and complying with the Thornhill Community Guidelines.
- It is advised that they file this information where it can be easily located, perhaps in their Thornhill community phone directory.
- When renting or selling their Thornhill property, an Owner shall disclose to the buyer or renter the Thornhill CC&R's and Association Guidelines and provide them with a current copy.

Section 3 (N) Rental of Dwelling

When renting or leasing their Thornhill property, an Owner or their rental management company, or real estate agent, or anyone acting as their agent shall disclose to the renter or lessee the Thornhill CC&R's and these Community Guidelines and provide them with a current copy. All rental and lease contracts shall conform to Section 3 (B) of these guidelines and a copy of the rental or lease agreement shall be submitted to the Association's property management company along with the number(s), name(s) and telephone numbers of renter(s) who will be occupying the property. Failure to comply with this requirement will be considered a violation of our CC&R's.



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Section 3 (O) TCA Board of Directors & ACC Responsibilities

TCA Board of Directors ensures that the common property for the community is managed for the benefit of the entire community, and enforces the CC&R's. The TCA may also establish reasonable regulations concerning the use of the common area, facilities, lots and dwellings. The ACC assists with review of improvements and enforcement of CC&R's and these Community Guidelines.

Summary

The CC&R's and Community Guidelines are part of the deed of every property in Thornhill, the ACC recognizes that as a community matures and homes are sold or rented, the new owners or tenants are occasionally not informed of the requirements of the CC&R's and the Community Guideline. The enforcement of these guidelines is intended to allow Thornhill to remain a beautiful and comfortable place to live for all its residents while helping to increase our community property values.



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Thornhill Request for Approval Form

Property Owner Name:	
Property Address:	
Home Phone	
Work Phone	
Email Address:	

Description of Project: Please provide as much description and details as possible about the project. As necessary, include any drawings, pictures, dimensions, elevations, location on property, materials, contractor details including name and contact numbers, the intended start and completion dates and all other information that is appropriate to the project.

If you are making a paint color change, please provide paint chips or color samples and identify as to siding, trim, shutters and doors. You also have the option of referring to an existing community home by address if your color selection will be similar. **Please remember to allow enough time for the approval process before contracting a start date to avoid any problems.**



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Please Read Below Before Signing

All approvals are conditional where city/county codes and permitting is a requirement. The property owner must obtain all the permits as necessary for zoning, setback and construction. Failure to comply with city/county requirements and or any alteration to the project as permitted here will void this approval and the property owner will be subject to ARDC action including removal and/or fine.



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Acknowledgement of Adjacent Owners

We recommend that you advise your adjoining neighbors who will be most affected by the project about your plans. This should include the adjoining side, front and rear property owners. This will help to avoid any problems or disputes related to activities on or near property lines.

Adjacent Owners: Your signature shows that you are aware of this application. It does not mean to imply that you must approve, only that you have been made aware. If for some reason you have concerns about the proposal please contact the property management company so they can direct you to the members of the Architectural Review Committee.

Adjacent Owner Name:	
Address:	
Phone Number:	
Signature:	

Adjacent Owner Name:	
Address:	
Phone Number:	
Signature:	

Adjacent Owner Name:	
Address:	
Phone Number:	
Signature:	



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Adjacent Owner Name:	
Address:	
Phone Number:	
Signature:	

Adjacent Owner Name:	
Address:	
Phone Number:	
Signature:	



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Owner's Agreement

I have completed this application in good faith and it accurately represents the project I propose to undertake.

Signed: _____ Dated: _____

Please contact Brawley Management at 704-364-2139 and advise the “Thornhill Property Manager” of this request. They will direct you to either mail and/or fax documentation or make arrangements to have a member of the Architectural Review Committee contact you directly. At that time be prepared to discuss your project in detail so that a full evaluation can be made. As necessary, minor adjustments or recommendations may need to be incorporated into your request. Once agreement is reached you will receive an approval letter and our property management company will be notified so they can update our community records.

If, for some reason, an acceptable agreement cannot be reached and the request is denied, you will also be notified by letter. If you feel it is necessary, you may request an appeal hearing by contacting the property management company. It is strongly advised that **no work be started** until approval is given as you may be subject to Architectural Review Committee action.

Action	Reviewed / Approved By	Date
ACC Receipt of Homeowner Request		
Approved		
Revised and Approved		
Not Approved		



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Violation Policy **February, 2009 Revision**

The following will be the Thornhill Community Association, Inc. (hereinafter referred to as Thornhill) Violation Policy. This policy has been written within the requirements of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill and the laws in the State of North Carolina. This policy will be enforced for the purpose of protecting the integrity, value and desirability of the lots, the owners and any and all parties having the right, title or interest in such lots in the subdivision of Thornhill. This Violation Policy will be enforced effective April 1, 2006.

Any party having any right, title or interest in the subdivision of Thornhill (hereafter "homeowner") is required by the laws of the State of North Carolina to abide by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill Community Association, Inc. registered in the State of North Carolina, County of Mecklenburg.

If at any time any of the aforesaid parties is allegedly in violation, or witnesses a violation of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill or any governing document as allowed therein, the following procedures will go into effect:

Reporting Alleged Violations

- Any alleged architectural, maintenance or use violation may be reported by any lot owner, board member or ACC committee person who observes such violation.
- In addition, the Management Company may provide "drive-throughs" of the neighborhood at a frequency determined by the Board of Directors. These "drive-throughs" are intended to identify alleged violations that can be observed from the street.
- Alleged violations should be reported to any Board Member or to the Management Company in writing, either via first class mail, fax or email.
- In either case, the alleged violation should be forwarded to the Management Company so that a record of the complaint is maintained in a central repository.
- The Management Company will distribute any alleged violation received to the ACC and the Board of Directors for confirmation that the violation has merit.
- Anonymous complaints will not be considered.

Confirmation of Alleged Violation

- Upon receiving the alleged violation from the Management Company or the Board of Directors an ACC committee person will review the violation to determine if the violation has merit.
- Upon confirmation of a violation, ACC will work with the Board to establish an appropriate cure period. The violation, along with the required period, will be communicated to the Management Company in order that a written notification of violation may be provided to the owner who is in violation.

Once a violation is confirmed as stated above, the homeowner allegedly in violation will be treated with the following Steps:



THORNHILL COMMUNITY ASSOCIATION, INC.sm

STEP 1 – The homeowner in violation will receive written notice of the charged violation and proposed fining, with a specified period of time to comply. All notices will be sent to the owners mailing address by first class mail unless the owner has notified the association in writing, of an alternate mailing address in which to receive all notifications. If the homeowner is unable to cure the violation within the specified time period, he/she is required to respond in writing within that specified time period to the Management Company or Board of Directors to either work out a resolution or request a hearing. If the management company or Board of Directors have not received a response from the homeowner or have not been able to come to a resolution within the specified period of time, Step 2 will go into effect.

STEP 2 – The Board of Directors will set a Hearing date and will either appoint an adjudicatory panel or serve as the panel. The adjudicatory panel will determine if the homeowner is in violation of the Restrictive Covenants. If it is found that the homeowner is in violation of the Restrictive Covenants, then the panel will determine if the homeowner should be fined and/or if planned community privileges or services should be suspended pursuant to the powers granted to the association in accordance with North Carolina General Statutes. The homeowner charged shall be given written notice of the charge and the hearing date and time with said notice being mailed a minimum of ten (10) days prior to the hearing. Proof of notice, in accordance with Article 9 Section 6(a) will be placed in the minutes of the meeting. At the hearing, the homeowner will be given the opportunity to be heard and present evidence. Written notice of the decision of the panel will be mailed to the homeowner within ten (10) days of the hearing date. If it is decided that a fine should be imposed, a reasonable fine up to one hundred fifty dollars (\$150.00) per day may be imposed for each violation cited without further notice for each day after the decision that the violation occurs. If it is decided a suspension from planned community privileges or services should be imposed, it may take place until the violation or delinquency is cured. Such fines shall be assessments secured by the liens under North Carolina laws, and the Thornhill Homeowner Association, Inc. Delinquency Policy. A homeowner may appeal a decision made by the adjudicatory panel to the Board of Directors by delivering written notice of the appeal to the Directors at the association mailing address within fifteen (15) days after the date of the decision. After the Board of Directors reviews the appeal they may affirm, vacate, or modify the prior decision of the adjudicatory panel.

STEP 3 - If the homeowner is still in violation after Steps 1 and 2 and no resolutions have been made between the homeowner, Management Company and/or the Board of Directors of the Association, the case may be turned over to the association attorney to resolve or begin lien, foreclosure proceedings and/or further legal action. While Step 3 takes place the homeowner will continue to be charged the daily fines imposed in STEP 2. Once the matter has been turned over to the attorney the homeowner in violation will be responsible for all reasonable attorneys fees as is allowed in North Carolina laws and the Thornhill Community Association Amended and Restated Declaration of Covenants, Conditions and Restrictions, or any other governing document as allowed therein, in addition to all previous assessments, interest, fees, costs or fines incurred.



Thornhill Recreation Facility Regulations

The Thornhill Community Association, Inc.'s recreational facilities include the swimming pool and pool house, the picnic pavilion, the playground, tennis courts and basketball court. These facilities are provided for the enjoyment of Thornhill Members, their guests, and other authorized residents (defined as lessees of a lot in Thornhill who have a lease or rental agreement on file with the Association's management company).

Please read and familiarize yourself with these regulations to help ensure that Thornhill's recreation facilities remain as accessible, safe, friendly, and well-maintained as possible.

With regards,

Board of Directors

Thornhill Community Association, Inc.



Registration Policies and Procedures and Procedures

1. Thornhill Members and residents are eligible to use the Thornhill recreation facilities.
2. Thornhill recreation pool tags will be issued to every Thornhill household upon request. One tennis court key will be issued to every Thornhill household upon request.
3. Replacement pool tags and tennis keys may be obtained at a cost of \$5.00 each by contacting the management company at managementco@thornhillinc.net.

Swimming Pool Polices and Procedures

4. **The pool staff is authorized to enforce all pool and pool area rules and may, in its absolute and sole discretion, require any person to leave the pool area at any time (this includes residents and/or their guests)e. In the event you are asked to leave the pool by the staff and you fail to comply, the staff is authorized to call the Charlotte-Mecklenburg Police Department who will remove you. Your removal may result in a citation for trespassing. Please note also that three expulsions may result in a 30-day suspension of pool privileges.**
5. All persons entering the pool or pool area do so at their own risk. No one is permitted in the pool area when the pool is closed.
6. Each resident will show a current Thornhill pool tag and sign in upon arrival.
7. Residents and guests shall sign in individually.
8. Thornhill Residents shall accompany their guests to the pool and bring their current pool tag. Out-of-county guests may use the facilities as guests without charge. Local guests must pay a \$2 guest fee for each day's use of the pool.
9. Residents planning to bring 10 or more guests to the pool at one time are asked to contact the Aquatics Director or Pool Manager (pool@thornhillinc.net) to make advance arrangements, including possible scheduling of additional lifeguards.
10. The pool phone number is (704) 542-9464 and is available in season for local calls of a minute or less.
11. Non-swimmers will not be permitted in the pool alone.



Thornhill Recreation Facility Regulations

12. This is a community pool. Those diving, running, “chicken-fighting,” engaging in horseplay, boisterous conduct, using foul language or involved in any other conduct that the staff consider to be dangerous or injurious to the enjoyment of other pool patrons may be asked to leave.
13. The baby pool is limited to children under 43” tall and ONLY under adult supervision.
14. Children 9 years and under must be accompanied by a parent or designated responsible party over age 12 to enter the pool area.
15. Responsible swimmers ages 10 –11 may use the pool without being accompanied by a designated responsible party over age 12 if the pool staff determines that they can swim. Swimming competency shall be at the sole discretion of the pool staff.
16. Please assist small children in using the toilet facilities in the pool house before entering the pool. Children who are not toilet-trained must wear snug fitting rubber swim pants while in the pool. To comply with health codes, swim diapers alone are not acceptable.
17. Everyone must wear a swimsuit and shower before entering the pool. No one will be allowed in the pool wearing street clothes or cutoffs.
18. Lifelines, buoys, and ropes are for pool safety – please do not hang on them. Pool furniture may not be removed from the pool area, or placed in the pool. Resident and guests may be charged for damaged property.
19. The pool is reserved for a 10-minute “Adult Swim” every hour. Everyone under 18 years old must clear the pool. Lifeguards are not on duty for adult swim – swim at your own risk during this period.
20. You may use kickboards, floats and other inflated devices only if the lifeguard says you may. Please leave inflatable boats, giant toys, water guns and rigid balls at home.
21. If you have open wounds, skin abrasions, colds, coughs, inflamed eyes, infections or any other contagious condition, please do not use the pool. No bandages are allowed in the pool.
22. Absolutely no pets are allowed in the pool area.
23. You may enjoy beverages around the pool but please keep our pool clean by putting trash in receptacles as you leave. All food items must be consumed in the picnic facilities in the Pavilion. Make sure your containers are cans, paper or plastic – no glass is allowed in the pool or pool area. No gum is allowed at or in the pool.
24. There is no smoking allowed on the pool deck and during the hours that the pool is open there is no smoking allowed in the pavilion.
25. Both pools and all deck areas are required to be cleared whenever there is thunder or lightning. Pool staff will determine appropriate action in the event of equipment or chemical problems, and ascertain when to open/reopen the pool after a closure.
26. Swim Lessons are available through the Association. Please contact the Aquatics Director or Pool Manager at pool@thornhillnc.net for details.
27. Please report violations, or make comments or suggestions for improvement for the pool or pool area to the management company at managementco@thornhillnc.net or the Board at hoaboard@list.thornhillnc.net.

Rental of Thornhill Facilities



Thornhill Recreation Facility Regulations

Private events can be scheduled, reserved and hosted by Thornhill Members and residents only. Reservations are taken on a first come, first served basis. A Facilities Reservation and Indemnity Agreement is located in **Appendix A** to these Facilities Regulations. The Association reserves its right to grant or deny rental of Thornhill facilities. In scheduling, Association functions shall take priority over private events.

Subject to availability, non-profit civic, religious or service organizations may use the Pavilion facilities free of rental charges provided that a Member or resident is present during the event. Security deposit requirements will be observed. Non-Thornhill sponsored sports teams or other organizations are not covered under this rental waiver.

28. All Thornhill rules and regulations must be observed during private events. Party hosts accept full responsibility and liability for the safety and welfare of participants.
29. Events must be reserved and approved by the Aquatics Director (pool@thornhillinc.net) or Thornhill HOA Board designee at least one week in advance. Only one event can be scheduled at a reserved time and reservations are limited to the hours of 8 a.m. to midnight. **The sponsoring Member or resident must be present for the duration of the event..**
30. Reservations are considered confirmed when the following have happened:
 - a. Confirmation that the facilities are available with the Aquatics Director or Thornhill HOA Board designee
 - b. Completion of Facilities Reservation and Indemnity Agreement / Scheduling of lifeguards if pool is rented
 - c. Payment, in advance, of applicable rental fees and security deposits
31. Rental of the pool or pavilion does not confer exclusive guest rights to use the playground or tennis courts. Hosts should be courteous and ensure that their guests do not unduly prevent use of these facilities by Members and other residents.
32. The pool and/or pavilion may be rented for a maximum of 4 (four) hours to include event set-up and clean-up.
33. For every ten guests under the age of 22, an adult over the age of 22 must be present for pavilion and/or pool rental.

Pool Rental

34. During pool season, the pool and pool house are available for private events before and after regular operating hours.
35. Hosts reserving the pavilion for events of 10-25 people who also want non-exclusive pool access during pool operating hours must contact the pool management company to arrange for adequate lifeguard coverage (see Number 9 above). Pool guest fee policies will apply.
36. Members and residents are responsible for reserving lifeguards for private pool events. Lifeguards are scheduled directly with the pool management company after facility availability has been confirmed with the Aquatics Director or Thornhill HOA Board designee. A completed Facilities Reservation and Indemnity Agreement is also required as part of the reservation process.
37. Only pool staff may plug electrical devices in the pool area.

Pavilion Rental



Thornhill Recreation Facility Regulations

38. Pool house restrooms are accessible for parties and events during the pool season. Facility plumbing is turned off and winterized during off-season months. During pool season, the restrooms in the pool house may be made available by request before and after pool hours. For events during these hours, party hosts must sign the Facilities Reservation and Indemnity Agreement that pool use is strictly prohibited unless the host has reserved use of the pool and has hired lifeguards.
39. Members or residents may reserve a portion of the pavilion free of rental fees or deposit for events consisting of 25 or fewer attendees provided that they reserve the event and complete the Facilities Reservation and Indemnity Agreement. Members or residents planning such events should be aware that the absence of a rental fee means that use of the pavilion is not exclusive and that the host and guests should be courteous of Members, residents and their guests who may also be using the pavilion and pool facilities.
40. Events consisting of 25–50 attendees must follow reservation procedures and be accompanied by applicable rental fees and security deposits in advance. Events of this size will be prohibited from using the pool during pool operating hours.
41. Events consisting of 50–75 people must be scheduled primarily during hours that the pool is closed and follow reservation procedures and payment of applicable rental fees and security deposits. Events of this size will be prohibited from using the pool during pool operating hours.
42. Events with more than 75 people are prohibited during pool hours.
43. The use of amplified sound or music may be regulated by staff or Thornhill HOA Board designee in their sole and absolute discretion. In no event shall amplified sound occur after 11:00 p.m. If the staff or Thornhill HOA Board designee asks that the host stops or reduces the volume of amplified sound or music and the host does not comply, the event will be closed and participants asked to leave the premises.
44. After an event, the host(s) shall be responsible for cleanup. This includes collecting and disposing of garbage, sweeping or hosing the pavilion and pool deck if used, cleaning up the bathrooms, assuring that the pool gates are locked, turning off pavilion fans and lights, and locking the parking gate if the event ends after dark. Please see “Cleanup Checklist” in **Appendix B** for a full listing of requirements.

Facility Rental Pricing and Security Deposits

45. Pricing for rental of facilities and security deposit requirements are as follows:

	Number of Guests	Rental Fee	Security Deposit
Pavilion	1-25	Waived	Waived
	25-50	\$25	\$100
	50-75	\$50	\$200

46. When booking an event, Members or residents will submit two checks payable to Thornhill Community Association, Inc.; one for the appropriate rental fee and one for the amount of the security deposit.
47. Provided that these Facilities Regulations are followed and the renter completes the “Clean-up Checklist” found in **Appendix B**, the check submitted for the amount of the security deposit will be returned to the renter.
48. The Thornhill HOA Board acting alone or through its designee or the Aquatics Director reserves its right to amend the pricing or security deposit amounts set forth in the above table without amendment



Thornhill Recreation Facility Regulations

to these Facilities Regulations. In the event a modification is made any such changes will be disclosed to prospective renters at the time a reservation is made.

Forfeiture of Security Deposits

49. Security deposits may be forfeited if the terms and conditions of these Facilities Regulations or the terms and conditions of the Facilities Reservation and Indemnity Agreement are breached. The Thornhill HOA Board, its designee or the Aquatics Director shall determine, in their absolute and sole discretion, whether the renter has complied with the terms of the rental. Conditions that may cause forfeiture of security deposits and or termination of your event include, but are not limited to:

- Exceeding the number of attendees shown on the event Facilities Reservation and Indemnity Agreement
- Exceeding the rental time listed on the Facilities Reservation and Indemnity Agreement
- Allowing use of the pool without reserving lifeguards
- Allowing amplified sound or music to persist past 11:00 p.m.
- Allowing unlawful activity to take place on the Association's premises
- If police are called for a disturbance or noise complaint at your event
- Underage consumption of alcohol
- Any damage done to the Association's property
- Failure to comply with the clean-up checklist shown in **Appendix B**



Thornhill Recreation Facility Regulations

Pavilion & Play Area Policies, Rules and Regulations

50. The recreation area closes at dark and the parking gate is locked. Please be sure vehicles are removed or they may be towed at the owner's expense.
51. Skateboards, scooters, bicycles and roller blades may be used in the parking lot, but are prohibited at the pond, in the pavilion, on the picnic tables, tennis courts, and in the pool area.
52. The use of ramps, table jumping, curbs jumping, or any activity that may damage Association property or create a disturbance or safety issue is prohibited. Violations may be subject to fine or Specific Assessment against the Resident. ACC Guidelines for assessing fines will be used.
53. Our play equipment is designed for small children. If your size may damage the play set, we ask that you stay off the swings and slides.
54. Please use the trash receptacles located in the pavilion and the play area for your trash, and clean up tables after use.
55. The dumpster is for the use of the Association only. No dumping by residents or others is allowed.
56. The use of fireworks at the pavilion or in other Thornhill facilities or common areas is strictly prohibited.

Tennis Court Polices, Rules and Regulations

57. Courts are to be used for tennis only. Any other use, including bicycles, roller or inline skates, skateboards, hockey, scooters or carriages, may be subject to fine in accordance with the Association's Violations Policy and hearings procedures.
58. Tennis courts are for the exclusive use of Thornhill Residents and their guests.
59. Courts operate on a first come – first served basis. Members are on the honor system to give up the court after 45 minutes of play. If another group has waited for the allotted 45 minute period, please yield your court.
60. A Member's 45 minutes of play begins when that Member's play commences.
61. No street shoes or black soles permitted. Tennis shoes only. Shirts and proper attire must be worn at all times.
62. No pets, food, alcoholic beverages or glass containers are allowed on the courts at any time.
63. Keep our courts clean and remove your trash and personal articles after play. Close and lock the gate after use.
64. Play at your own risk. The Association is not responsible for injuries.
65. Guests will be permitted on tennis courts provided that they are accompanied by a Thornhill Resident. Thornhill Residents may extend tennis privileges to no more than three (3) guests at any one time on a single court.
66. Between Memorial Day and Labor Day, all junior players must, on request, surrender their court to adults after 4pm on weekdays, and all day on weekends and holidays.
67. Mixed adult–youth play is permitted at all times.
68. No more than four players per court are permitted.



Thornhill Recreation Facility Regulations

69. All tennis rules, regulations and courtesies shall be observed. Loud, violent, or obscene language and disorderly conduct are prohibited.
70. The Association has the right to revoke tennis or other facilities privileges for failure to comply with any of the enclosed rules and regulations in accordance with the Association's Violations Policy and hearings procedures.
71. Please report violations or make comments and suggestions for improvement of the tennis courts to the management company at managementco@thornhillinc.net or to the Board at hoaboard@list.thornhillinc.net

Swim Team

The Association supports the Thornhill Tornados Swim Team and grants use of the pool for practices, time trials, meets, and other events or uses as necessary to run the team. The team's schedule of practices, meets or other events will not unduly interfere with the ability of community members to enjoy the pool or pavilion.

The swim team manages its business affairs independently of the Association and is bound by its own rules of governance. The team adheres to rules established by its league relating to its membership and other matters that are outside of the interest and control of the Association.



Appendix A: Facilities Reservation and Indemnity Agreement

Reservation Details

Host Name:		Requested Date:	
		Number of Guests:	
		Start Time:	
Host Home Telephone:		End Time:	
Host Mobile Telephone:		Pavilion Rental (Yes/No):	
Host email:		Pool Rental (Yes/No):	
Host Address:		Music (DJ / Band / Other):	
Type of Function:			

	No. of Guests	Rental Fee	Check Enclosed Rental	Security Deposit	Check Enclosed Security Deposit
Pavilion	1-25	Waived	Not Applicable	Waived	Not Applicable
	25-50	\$25		\$100	
	50-75	\$50		\$200	
(Enter amount in appropriate blank grid square. Please note that you must submit 2 checks: One for the rental and one for the deposit)			Total:		Total:

Rental Pricing and Deposits

Indemnity and Agreement

I (we), the undersigned Member(s) or residents, have contracted for the private use of property and facilities belonging to Thornhill Community Association, Inc. (the "Association") and represent and warrant that I (we) acknowledge that the Association and its directors and officers, being responsible and safety-conscious, have adopted rules regarding rental of Thornhill facilities involving fees, alcohol, cleanup, damage, and the appropriate number of lifeguards required to be on duty during all parties and private use of the swimming pool.

I (we) further represent, warrant and agree that:

Initial	Agreement
	<ul style="list-style-type: none"> • I (we) certify that I have read and that I understand and agree to be bound by the Thornhill Recreation Facility Regulations
	<ul style="list-style-type: none"> • I (we) agree to hold Thornhill Community Association, Inc., its officers, directors, members, agents, volunteers, employees and contractors free and harmless from any loss, damage, cost or expense and do hereby release and indemnify the aforesaid from any and all claims, demands, rights and causes of action of whatever kind or nature arising from and by reason of, personal injuries, damages to personal property, and the consequences thereof, resulting from my (our) participation in the rental agreement described herein. I (we) personally accept full responsibility and any and all liability for the safety and welfare of all parties in attendance and in so doing, hereby release and indemnify Thornhill Community Association, Inc. from any and all responsibility and liability resulting therefrom
	<ul style="list-style-type: none"> • I (we) agree to pay the pool service provider any fees due for additional staffing and to pay Thornhill Community Association, Inc. for facility rental, security deposit and any guest fees for pool use
	<ul style="list-style-type: none"> • I (we) agree that bathroom access during an after-hours pavilion rental does not allow access to the pool unless I have contracted for pool rental and have secured lifeguard staffing from the pool management company that is consistent with their policies
	<ul style="list-style-type: none"> • I (we) agree to compensate Thornhill Community Association, Inc. for any and all damage or loss caused to any Thornhill property, facility or common area. I understand that reimbursement for damages will be in addition to any monies held on deposit
	<ul style="list-style-type: none"> • I (we) agree to comply with the clean-up tasks shown in Appendix B, Clean-up Checklist to these Recreation Facility Regulations



_____ on this _____ day of 20 _____
Signature of Host / Renter



Appendix B: Clean-up Checklist

The Association does not provide a cleaning service after each event and several events may be booked back-to-back. Therefore, it is necessary for you to leave the facilities clean, or you will be responsible for the cost of the additional cleanup via forfeiture of your deposit. Your reservation fee pays for the management coordination services, the follow-up inspection and periodic cleaning and supplies in addition to your use of the facilities.

Complete	Task
	Bathrooms clean. No trash or water on the floor.
	Sinks clean
	No food or drinks left behind
	Tables left clean and all furniture in its place
	Decks and floors clean and hosed.
	Surrounding grounds in order, personal items removed.
	Inspect general overall condition of facility
	Trash cans emptied, liners replaced and garbage put in the dumpster
	Lights and fans turned off
	Gates locked
	Keys returned

Comments:

Date Inspected: _



Signature

Aquatics Director, Management Company Agent or Thornhill HOA designee

Communication Policy

To better serve the community and to allow for an effective and efficient response to homeowner queries, the Thornhill Community Association, Inc. ("Thornhill" or "Association") will follow the communication methods outlined below. These policies are enacted in order that consistency is applied to all Members of the Association, reasonable expectation levels are identified and that fairness is ensured.

A. Communications Between the Directors of Thornhill

1. Electronic ("e-mail") Communications:

- a) The use of e-mail as a tool allows Board members to share information effectively; however, Directors will not vote on motions via e-mail. Any action without formal meeting will be conducted in accordance with the Bylaws and written consents will be obtained.
- b) A reasonable time will be allowed for Directors to respond to internal Board e-mail messages received.
- c) Internal Board communications may not be shared with any Member who is not currently on the Board of Directors.

B. Communications between the Thornhill Board of Directors and the Thornhill Members

1. Electronic ("e-mail") Communication to the Board of Director:

Individual Directors may voluntarily publish their personal or employer email addresses or include them in Thornhill related email distribution lists as a means of providing a convenient communications channel for Members. In view of this courtesy, the following will apply:

- a) Directors will not be held accountable to accept or respond to individual homeowner e-mails. Directors will have the discretion, however, to respond to e-mails as they deem appropriate. This is consistent with customary practices in other community associations.
- b) E-mail communications between Members and Directors are not required to be archived or otherwise retained in the Association's records.
- c) In the event that a Member wishes to correspond in a formal way with the Board of Directors, they are encouraged to follow the procedures outlined in B(2) below.

2. Written Communication

- a) A Member may communicate with the Board of Directors by written letter mailed or transmitted via facsimile to the address of the management company.
- b) Written correspondence sent to the Board of Directors via the management company will be forwarded to the Association President or the Director names, if so addressed.
- c) The President will distribute copies of the written correspondence received from the management company to Directors for review at the next Board meeting. This review will be held during an open meeting unless the correspondence is determined to be sensitive in nature. In such a case, it may be determined that the review will take place in an executive session.
- d) When reviewing written correspondence in an open meeting, the homeowner's name will not be mentioned and he/she will be referred to as "the member". Minutes of the meeting may reflect that the Board, "Responded to letter(s) from the Member(s) of the Association."

- e) The Board of Directors will decide whether a written response to the correspondence will be made at a Board meeting. A Director will be designated to respond to the Member on behalf of the Board. Copies of all written correspondence involved will be kept in the Member's "lot" file at the management company.

3. Communication in person

At regular intervals, a portion of the Board meeting will be available to Member(s) who wish to present or discuss issues of concern to them. The Board may place reasonable limitations on the number of persons allowed to speak on each side of an issue, and the Board may impose reasonable time restrictions on those who speak.

C. Communications to the Membership from the Directors

1. Electronic ("e-mail") Communication from the Board of Directors:

Directors, at their discretion, may send messages to the community via homeowners@list.thornhillnc.net related only to the Director's committee business relevant to their offices or regarding other official business of the community. With the exception of the Community Watch program, all proposed messages will be circulated to the Board prior to release to the community. Directors will state a reasonable deadline for Board comment.

The Community Watch program will send only those e-mails that have been circulated to or initiated by the Charlotte Mecklenburg Police Department prior to release to the community.

2. Written Communication

- a) The Board of Directors may from time to time communicate on topics of community interest via letter mailed to all Members.
- b) The *Thornhill Reporter* may be used by the Board of Directors or its officers to publish information on topics community interest.

Records Inspection Policy

Thornhill Community Association, Inc (the “Association”) is required to keep certain records and provide access to or copies of those records to its Members under certain terms and with certain restrictions.

The minimum requirements and policies regarding records and their inspection are detailed in North Carolina General Statutes (N.C.G.S.) 55A-16-01, 55A-16-02, 55A-16-03, 55A-16-20 and 47F-3-118 and by the Declarations and Bylaws of the Association. The following provisions are consistent with the requirements of the N.C.G.S., as well as to provide additional rights of inspection of the Association’s records. The meaning of the term “Association” as defined above shall have the same meaning as the term “corporation” in the statutes.

The following describes the types of records maintained by the Association and further provides the rules under which a Member may request to inspect them and, if applicable, make reproductions of them.

A. Required Records

Pursuant to the N.C.G.S the following records are required to be maintained:

1. Minutes of all meetings of its Members and Board of Directors.
2. A record of all actions taken by the Members or Directors without a meeting.
3. A record of all actions taken by committees of the Board of Directors in place of the Board of Directors on behalf of the Association.
4. Appropriate accounting records (audits, reviews, accounting statements, and financial reports).
5. A record of its Members, in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order by class, showing the number of votes each Member is entitled to cast.
6. Financial records (receipts and expenditures, invoices and vouchers authorizing payments, receivables, and relevant bank statements, records related to the reserve funds “or any other funds” of the Association and bank statements related to those records, canceled checks, electronic payment records, purchase orders, and vendor invoices).
7. The aforementioned records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

B. Records at Principal Office

The Association keeps copies of the following records at its principal office:

1. Its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect;
2. The Declaration of Covenants, Conditions and Restrictions governing the Association and the Associations' Rules and Regulations;
3. Its bylaws or restated bylaws and all amendments to them currently in effect;
4. Resolutions adopted by its Members or Board of Directors relating to the number or classification of directors or to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members;
5. The minutes of all Membership meetings, and records of all actions taken by the Members without a meeting, for the past three years;
6. All written communications to Members generally within the past three years, and the financial statements, if any, that have been furnished or would have been required to be furnished to a Member upon request during the past three years;
7. A list of the names and business or home addresses of its current Directors and officers.

C. Other Records Maintained by the Association

The Association may maintain other records that are not statutorily required but are generally available for inspection by Members. These records include, but are not limited to:

1. All current insurance policies for Association;
2. Executed contracts (contracts for work to be performed or services to be provided);
3. Election records, with reasonable exceptions;
4. Any other records which the Board of Directors has authorized for release.

D. Records excluded from public inspection

There are certain records, which are excluded from public inspection because they affect an individual right to privacy whether or not such privacy laws are governed by statute. Accordingly, these records will not be made available without the express written consent of the Board of Directors. These records include but may not be limited to:

1. Any records, including minutes of administrative hearings, pertaining to the imposition of fines, late fees or other punitive disposition against specific Members;
2. Any records where disclosure would violate a constitutional or statutory provision or applicable public policy;
3. Any records where disclosure could result in a discernable harm to the Association;
4. Information, including legal opinions and legal correspondence, which is privileged due to the relationship between an attorney and client and which is not otherwise addressed to the Membership at large;
5. Personnel records;
6. Inter-office memoranda;
7. Contracts under negotiation;
8. Current Litigation records;
9. Preliminary data, information or investigations, which have not been formally approved by the Board of Directors, such as contractor bid prospect;
10. Any records where disclosure may result in an invasion of personal privacy, a breach of confidence, or privileged information;
11. Any records where disclosure would unreasonably interfere with or disrupt the operation of the Association;
12. Any records where access may result in a private harm or damage that outweighs the right to access.
13. Any records kept in Homeowner's Files identified by street addresses, including any actions taken or pending that would result in private harm.

E. Inspection of Records by Members

The following are the Association's rules for inspection and reproduction of Association records:

1. A Member is entitled to inspect and copy, at a reasonable time specified by the Board of Directors at the principal/registered office of the Association, any of the following records of the Association on receipt of (5) business days written notice duly filed with the registered office of the Association: Excerpts from any records required to be maintained under A(1)-A(5) above [the records under A(6) are required by 47-F to be made available for inspection] if the Member gives the Board of Directors written notice of his request to inspect and copy:
 - a) Accounting records of the Association and;
 - b) The membership list.
2. A Member is entitled to inspect and copy, at a reasonable time specified by the Board of Directors at the principal/registered office of the Association, any of the records of the Association described in B(1)-B(7) if the Member gives the Board of Directors written notice of his request to inspect and copy.
3. A Member may inspect and copy the records identified in subsection E(1) and E(2) of this section only if:
 - a) The Member's request is made in good faith and for a proper purpose
 - b) The Member describes with reasonable particularity the purpose and the records the Member desires to inspect;
 - c) The records are directly connected with this purpose and;
 - d) The Member gives the Board of Directors written notice of his request at least five business days before the date on which the Member wishes to inspect and copy.
4. For records included in Section C, Members shall submit a notice in writing to the Board of Directors or its duly authorized agent of their intent to inspect, or if copies are requested, such request shall be in writing, stating specifically what is being sought;
5. The notice described in E(4) must state a proper purpose;
6. Upon receipt of written notice of the Member's request described in E(1), E(2) or E(4), the Board of Directors, its duly authorized agent or the Association Secretary will respond in writing within a reasonable time to set the date and time of the inspection;

7. The Board of Directors, acting through the Association Secretary, shall determine if Members are allowed to make copies of the records identified in C(1)-C(4);
5. All records to be inspected are located at the principal/registered office of the Association and be available for inspection between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday;
6. At the discretion of the Association Secretary or the Board of Directors or its agent, certain records may only be inspected in the presence of a board member, an authorized agent or an employee of the Association;
7. The person(s) requesting access shall not disrupt the ordinary business activities of the principal/registered office or its employees during the course of inspection;
8. All costs of inspection shall be borne by the person requesting access. In the event the person reviewing the records is desirous of making photocopies, all costs of copies will be incurred by the person requesting same;
9. No actual records of any kind may be removed from the principal/registered office or any other location designated as a record repository.

These rules were adopted on January 16, 2006 by unanimous vote of the Board of Directors pursuant to Article 6, Section 4 of the Bylaws of Thornhill Community Association, Inc. and the relevant North Carolina General Statutes

Statement of Purpose and Policies for Committees

Committees offer members an opportunity to serve Thornhill, have a voice in how the community is managed and help guide its future. They also provide an excellent way to get involved, meet neighbors and make new friends.

Purpose of Committees

The community elects the Thornhill Board of Directors to manage the affairs of the TCA. The role of committees is to assist the Board by gathering information, performing specific tasks or projects, and serving in an advisory capacity on topics of community interest.

Some committees in Thornhill are organized permanently as a part of our Bylaws. These include the Nominating and Architectural Control Committees (ACC). The purpose and guidelines for these committees are spelled out in the governing documents, and their mission remains consistent regardless of Board resolution or transition.

All other Thornhill committees are created by resolution of the Board of Directors and are dissolved when they have completed their task, given their final report or by a subsequent Board resolution.

Committee Leadership

Each committee needs a Chair, which is appointed by a resolution of the Board. The committee members are free to propose their choice of a candidate for Chair from among their own members. The committees are created by the Board and they and their Chairs serve until relieved of their duties by Board resolution or by a new election of the committee's members, which is recommended to take place each year.

A member of the Board of Directors will be appointed by Board resolution as a liaison to each committee. Board liaisons are generally appointed each year at the Organization Meeting that closely follows the Annual Meeting.

In some cases, and as approved by the Board, the Director assigned as liaison may also serve as the committee's Chairman. However, whenever possible, it is preferred that a non-board member serves as Chairman. The role of the liaison is to facilitate the committee's interaction with the Board, including placing items on the Board's agenda, answering questions, communicating recommendations and the like.

Committee Membership

Committee membership is generally open to all TCA members who wish to participate. This notwithstanding, the Board may, in its discretion, reserve the right to appoint committee members by resolution or by delegating this authority to the Board liaison as circumstances and committee scope or requirements might suggest.

As the committees are created by the Board and are intended to assist it in its decision making as well as to provide a venue for community members to contribute and to have their views heard

on matters of individual interest, it is imperative that committee members conduct themselves with civility, courtesy and politeness towards all whom they encounter in their committee interactions. Failure by any committee member to uphold this standard may be cause for removal from the committee. A Member may be removed under these circumstances by a vote of the Board of Directors.

In order that committees achieve broad participation, it is recommended that Members limit their participation to no more than 2 committees.

Committees typically recruit members in the fall or winter, but may add members at any time during the year. The Board liaison will make the call for volunteers and schedule a yearly organizational meeting as soon as possible after the TCA Annual Meeting.

Scope and Authority

Committees operate under mission statements and statements of scope developed and approved by the TCA Board. These define the areas of responsibility, projects or other pertinent details that must guide the committee in its work. From time to time, the Board may modify a committee's mission or scope to better meet the needs of the Association. Committee chairs and members are encouraged to bring suggestions in this regard to the Board's attention.

Any expenditure of TCA funds by a committee must first be authorized by the Board.

As committees serve only in an advisory capacity, they can make only non-binding recommendations to the Board of Directors. These should be communicated through the Board liaison who will see that items are placed on the Board meeting agenda. Requests for assistance or interaction among committees should also be coordinated through the Board of Directors.

Communications

To assist committees in accomplishing their tasks, committee Chairs will have reasonable access to the community's messaging tools. Requests to post messages via the TCA listserv, webpage, marquee or newsletter should be made to the Communications Committee Board liaison prior to distribution so the message may be validated against any communications guidelines that have been adopted and approved by the Board.

On request, the TCA webmaster will also create email listservs specific to each committee to facilitate internal member communication.

Compliance

The following are requirements of all committee members:

- No personal gain shall accrue from service on any TCA Committee.
- Committee members will avoid any conflict of interest or breach of confidentiality in carrying out their duties.

Suggestions for Committee Leaders

In order for committees to provide timely and effective help, and to ensure that volunteers' efforts are respected and appreciated, the TCA Board has some suggestions for committee Chairs. ***It should be stressed that these are guidelines and suggestions only and are not explicit requirements.*** As volunteers ourselves, we understand that committee volunteers have other demands on their time. In light of this, the Board liaison should discuss with the Chair whether the below suggestions are appropriate to the mission of the committee and which of the recommendations should apply.

The primary responsibilities of a committee Chair are to understand and carry out the committee's mission, coordinate committee affairs and ensure completion of projects and tasks. This includes meetings, records, reports, budget and compliance.

Committee Meetings

- Committee Chairs generally circulate an agenda to members prior to meetings.
- Although each committee will vary in its degree of formality, recommendations for the Board can be determined by majority vote.

Committee Records

- Committee Chairs (or someone they appoint) are encouraged to keep a written record of committee meetings, including the date, attendance, a summary of the topics discussed and any agreed actions, proposals, questions and dissenting opinions.
- Approved committee expenses and receipts should be submitted as soon as possible to the Treasurer, with an explanation of the charges. This will help the Board track expenses against the annual budget.
- At the conclusion of a committee Chair's tenure, committee records should be collected, reviewed and transitioned to the new Chair.

Committee Reports

- If the committee has not met or conducted any business since the last Board meeting, the committee Chair is welcome to submit a "Nothing to Report".
- If a report is prepared, the Committee Chair is encouraged to forward their reports to hoaboard@thornhillnc.net before each regular Board meeting. Committee chairs are also invited and encouraged to deliver reports in person so questions may be answered and the Board may recognize the committee and its members for their efforts.
- To help the Board make the best decisions, committee Chairs have a duty to report when a committee's recommendations meet with opposition in deliberations. The nature of the opposition should be stated with the committee's recommendation.
- If the Chair and Board liaison are unavailable to report at a Board meeting, the TCA Secretary will enter the Chair's written committee report into the record.
- The committee Chair is encouraged to submit a written annual report of the committee's activities during the preceding year to the Board of Directors within two weeks before each Annual Meeting. The Chair may also be invited to present this report to the membership in person.

Committees are an invaluable way to get involved, and help Thornhill grow and prosper. Thank you for your interest and all of your efforts on behalf of our community.

The Thornhill Board of Directors