

BK 1975PG622

Filed for record
Date 11.15.2002
Time 8:55 AM PM
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

44862

Drawn by and Mail to: Douglas P. MacMillan, Attorney
Burris, MacMillan, Pearce & Burris, PLLC
6857 Fairview Road, Suite 100
Charlotte, NC 28226

DECLARATION OF
VINTAGE CONDOMINIUMS

THIS DECLARATION, made this 11th day of November, 2002, by THE MATHISEN COMPANY, a North Carolina limited liability company, ("Declarant"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in the Village of Lake Park, County of Union, and State of North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

WHEREAS, Declarant desires to submit all of said property to the Act.

NOW, THEREFORE, Declarant, as the owner of said property, hereby declares as follows:

ARTICLE I

Definitions

Definitions. As used herein, the following words and terms shall have the following meanings:

- 1.1. Act. The North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes.
- 1.2. Additional Real Estate. The real estate described in Exhibit B together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.2.1 Articles of Incorporation. The Articles of Incorporation of the Association which are attached hereto as Exhibit C and which are incorporated herein and made a part hereof by reference.

1.3. Association. VINTAGE CONDOMINIUMS ASSOCIATION, INC., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes.

1.4. Board. The Executive Board of the Association.

1.5. Bylaws. The Bylaws of the Association which are attached hereto as Exhibit D and which are incorporated herein and made a part hereof by reference.

1.6. Common Elements. All portions of the Condominium except the Units. Limited Common Elements are Common Elements.

1.7. Common Expenses. Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.8. Condominium. The condominium created by this Declaration.

1.9. Declarant. Declarant and (i) any other person who has executed this Declaration, or who hereafter executes an amendment to this Declaration except First Mortgages and except persons whose interests in the Property will not be conveyed to Unit Owners, and (ii) any person who succeeds to any Special Declarant Rights as defined in Section 47C-1-103(23) of the Act.

1.10. Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75 %) of the Units (including Units annexed by Supplemental Declaration) to Unit Owners other than a Declarant, or (iv) the date two (2) years after any development right to add new Units was last exercised by Declarant.

1.11. First Mortgage and First Mortgagee. A First Mortgage is a mortgage or deed of trust which has been recorded so as to give constructive notice thereof, and which is a first lien on the Units described therein. A First Mortgagee is the holder, from time to time, of a First Mortgage as shown by the records of the Office of the Register of Deeds for the county in which the First Mortgage is recorded, including, the Federal National Mortgage Association and a purchaser at foreclosure sale upon foreclosure of a First Mortgage until expiration of the mortgageor's period of redemption. If there be more than one holder of a First Mortgage, they shall be considered as, and act as, one First Mortgagee for all purposes under this Declaration and the Bylaws.

1.12. Lake Park Master Association. means Lake Park Homeowners Association, Inc., its successors and assigns.

1.13. Lake Park Master Covenants. means all obligations, restrictions, limitations, covenants, etc., applicable to Lake Park as set forth in the Declaration of Covenants, Conditions and Restrictions for Lake Park filed for record in Book 483 at Page 169 in the office of the Register of Deeds for Union County, North Carolina, as amended and supplemented of record from time to time.

1.14. Limited Common Element. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of one or more, but fewer than all, of the Units, including, but not limited to, any deck, porch, balcony or patio appurtenant to a Unit, Patios, decks, porches, balconies and storage rooms adjoining each Unit, if

any, as shown on plans and surveys of dwelling Units and Common Elements, are Limited Common Elements reserved for the use of the Condominium Unit which each adjoins. It is the intention, but not the obligation, of the Declarant to construct some carports, garages and/or storage closets (hereinafter collectively referred to as "Storage Areas") and dedicate such Storage Areas as Limited Common Elements. These Storage Areas shall be Limited Common Elements and shall be assigned to specific Unit Owners for their private use in the original deed of conveyance from the Declarant to the Unit Owner. Thereafter such Storage Areas may be freely transferred, but only to other Unit Owners within the Condominium, by conveyances recorded in the office of the Register of Deeds for the county in which the Condominium is located. The Administration of Storage Areas as Limited Common Elements shall be in accordance with the terms and conditions of Article XIV, below.

1.15. Occupant. Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees.

1.16. Person. A natural person, corporation, partnership, trust or other legal or commercial entity, or any combination thereof.

1.17. Plans. The plans of the Condominium, which by the Act are made a part of this Declaration, and which are recorded contemporaneously with this Declaration in Unit Ownership File No. ~~C-1 12-123~~ ^{C-1 12-123} in the office of the Register of Deeds for Union County, North Carolina, as amended and supplemented from time to time.

1.18. Plat. The survey plat depicting the Condominium and the location of the buildings on the Property, which by the Act are made a part of this Declaration, and which is recorded contemporaneously with this Declaration in Unit Ownership File No. ~~C-1 12-123~~ ^{C-1 12-123} in the office of the Register of Deeds for Union County, North Carolina, as amended and supplemented from time to time.

1.19. Property. The real estate described on Exhibit A, and the additional real estate described on Exhibit B which is added by Declarant pursuant to Article III hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.20. Rules and Regulations. The rules and regulations of the Condominium promulgated by the Board from time to time.

1.21. Special Declarant Rights. The rights as defined in Section 47C-1-103(23) of the Act for the benefit of a Declarant, including, but not limited to, the following: to complete the improvements indicated on the Plans; to maintain sales offices, models and signs advertising the Condominium on the Property; to exercise any development right as defined in Section 47C-2-110 of the Act; to use easements over the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control Period; to make the Condominium part of a larger condominium; to withdraw any portion of the Property from the Condominium; and to add Additional Real Estate. Declarant shall have no right to subdivide or convert Units owned by Declarant.

1.22. Unit. A portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit E. Each Unit is designated and delineated on the Plans.

1.23. Unit Boundaries. The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the

Unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located which exclusively serve such Unit.

1.24. Unit Owner. The person or persons, including the Declarant, owning a Unit in fee simple.

ARTICLE II

Submission of Property to the Act

2.1. Submission. Declarant hereby submits the Property to the Act.

2.2. Name. The Property shall hereafter be known as VINTAGE CONDOMINIUMS.

2.3. Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property into Sixteen (16) Units and does hereby designate all such Units for separate ownership, subject however, to the provisions of Section 2.4 hereof.

2.4. Alterations of Units. Subject to the provisions of the Bylaws, a Unit may be altered pursuant to the provisions of Sections 47C-2-111, 47C-2-112 and 47C-2-113 of the Act.

2.5. Limited Common Elements. The Limited Common Elements serving or designed to serve each Unit are hereby allocated solely and exclusively to each such Unit.

2.6. Allocated Interests. The allocation to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses, is as stated on Exhibit E. The allocation of undivided interests in the Common Elements and of the Common Expenses has been determined by a formula based upon the ratio that the square foot area of each Unit bears to the then aggregate square footage area of all Units. As units are added to or withdrawn from the Condominium, each Unit Owner's percentage of undivided interest in the Common Elements and of the Common Expenses shall be reallocated in accordance with the same formula. The votes in the Association are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.

2.7. Encumbrances. The liens, defects and encumbrances affecting the Property to which the rights and titles of Unit Owners are subject.

2.8. Condominium Ordinances. The Condominium is not subject to any code, real estate use law, ordinance, charter provision, or regulation (i) prohibiting the condominium form of ownership, or (ii) imposing conditions or requirements upon a condominium which are not imposed upon physically similar developments under a different form of ownership. This statement is made pursuant to Section 47C-1-106 of the Act for the purpose of providing marketable title to the Units in the Condominium.

2.9. Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights.

ARTICLE III

Additional Real Estate

3.1. Declarant's Right to Add Additional Real Estate. Declarant expressly reserves the right to add all or portions of the Additional Real Estate to the Condominium. All or portions of the Additional Real Estate identified and described on Exhibit B may be added to the Condominium at different times, but no assurances are made in regard to the order in which such portions may be added. Declarant is not obligated to add all or any of the Additional Real Estate. The method of adding the Additional Real Estate to the Condominium shall be pursuant to Section 47C-2-110 of the Act.

3.2. Maximum Number of Additional Units, Units Restricted to Residential Use. The maximum number of additional Units that may be created within the Additional Real Estate is One Hundred Two (102) Units. All of such Units will be restricted exclusively to residential use.

3.3. Compatibility of Style, Etc. It is the Declarant's present intent that any buildings and Units that may be erected upon the Additional Real Estate or a portion thereof will be compatible with the other buildings and Units in the Condominium in terms of architectural style, quality of construction, principal materials employed in construction, and size. Declarant, however, expressly reserves the right to change the architectural style and size of any buildings and Units which may be erected upon the Additional Real Estate.

3.4. Applicability of Restrictions, Etc. All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of Units will apply to any and all additional Units that may be created within the Additional Real Estate.

3.5. Other Improvements and Common Elements. In addition to the buildings and Units that may be erected upon the Additional Real Estate or a portion thereof, the other improvements and Common Elements that may be made or created upon or within the Additional Real Estate or each portion thereof which may be added to the Condominium will be generally similar in quality and quantity to the improvements and Common Elements located in the Condominium.

3.6. Applicability of Assurance to Additional Real Estate. The assurances made in this Article III will apply with respect to any Additional Real Estate that is added to the Condominium.

3.7. Allocation of Interest in Common Elements and Common Expenses. At such time as Declarant adds the Additional Real Estate to the Condominium, the percentage interest of each Unit Owner in the Common Elements and the Common Expenses will be determined by a ratio formula based on the relation that the square foot area of each Unit bears to the aggregate square foot area of all Units. The aggregate square foot area of all Units in the Additional Real Estate being added to the Condominium plus the total square foot area of all Units in the preceding phase or phases of the Condominium.

ARTICLE IV

Easements

4.1. Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so

long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

4.2. Easements Through Walls. Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair and replace any chimneys, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.

4.3. Easements To Repair, Maintain, Restore and Reconstruct. Whenever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit or the Common Elements to inspect, repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

4.4. Easements for Utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its Occupants.

4.5. Declarant's Easement. Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations, exercising Special Declarant Rights, and completing the development and construction of the Condominium, which easements shall exist as long as reasonably necessary for such purpose.

4.6. Easements for Pedestrian Access. The Board may hereafter grant and accept, and Declarant hereby reserves unto itself, its successors and assigns, easements and other rights for the benefit of the Property and also for the benefit of all other adjacent or nearby land developed or to be developed as apartments, condominiums, townhouses for sale, or planned Unit developments (whether under separate declaration(s) of condominium or separate declaration(s) of covenants, conditions, restrictions and easements) or otherwise, for the purpose of providing such benefits as shared recreational facilities and amenities, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Elements; provided, however, that the rights herein reserved by Declarant (for itself or for owners of adjacent property on behalf of themselves, their successors and assigns) in, along or over the Common Elements of the Condominium, for the benefit of adjacent or other property shall not be available to the owner of such adjacent land, its successors or assigns unless the owner of such adjacent land and such successor or assign shall agree or be bound, as evidenced by an instrument in writing in recordable form, to share with the Unit Owners of the Condominium in the expenses of operation, maintenance, repair of

such land and such successors and assigns of said party based upon the total number of dwelling Units which are or will be entitled to the use and benefit of such Common Elements and the total number of dwelling Units in the Condominium, taking into account the square footage of all dwelling Units entitled to share in such use or a similar system for ratable allocation of costs and expenses; provided, further, that the obligations to be incurred in connection therewith shall not accrue or be incurred or due until the date such parties are entitled to actual usage of the portions of the Common Elements of the Condominium made available to such parties. Each Unit Owner hereby grants to the Board and Declarant an irrevocable "durable" power of attorney (which shall survive incompetency) pursuant to Chapter 32A of the North Carolina General Statutes to execute, acknowledge and record for and in the name of each Unit Owner such instruments as may be necessary to effectuate the foregoing; provided, further, that the designation by Declarant on the Plans of an area dedicated for the use of any of the foregoing purposes hereinabove described, shall constitute the granting of such easement without the consent or joinder of any Unit Owner. Without in any way limiting the foregoing, the Declarant is expressly authorized to dedicate rights of way for pedestrian, vehicular, utilities and/or storm drainage to the Village of Lake Park in any case where either the said municipality accepts responsibility for the upkeep and maintenance of improvements within such rights of way. Also, without in any way limiting the foregoing, the Declarant may grant to the Association, for the benefit of the Condominium and its Unit Owners, such easements as are necessary to afford access, ingress, egress and regress to, from and between the Condominium and public streets and rights of way, and for the installation and maintenance of utilities, within and across real property owned by the Declarant or its affiliates which may be adjacent or contiguous to the Condominium, together with the right to maintain such easements, including any improvements located therein.

4.7. Easement for Storm Water. The Common Elements shall be and are hereby made subject to easements in favor of the Declarant, its successors and assigns, for the installation, maintenance, repair, relocation, replacement and use of storm water lines, pipes, conduits, mains and retention pond facilities and other appropriate equipment and facilities related to storm water drainage. The easements provided for in this Section 4.7 shall be for the benefit of the Property and other nearby property owned at any time hereafter by Declarant.

4.8. Easements To Run With Land. All easements and rights described in this Article IV are appurtenant easements running with the land, and except as otherwise expressly provided in this Article IV shall be non-exclusive and perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, the Association, Unit Owners, Occupants, First Mortgages and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article IV, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE V

Restrictions, Conditions and Covenants

5.1. Compliance with Declaration, Bylaws. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and rules and regulations promulgated by the Board or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

5.2. Administration of Condominium. The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

5.3. Use Restricted: Use by Declarant.

(a) The Units shall be occupied and used by Unit Owners and Occupants for residential purposes only. No trade or business of any kind may be conducted in or from any Unit. A home offices may be operated within any Unit as long as the primary use of the Unit is residential, and no customers, clients or other persons are invited to the Unit for the purpose of conducting business.

(b) No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any Unit Owner or Occupant on any part of the Condominium without the prior written consent of the Board.

(c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain sales offices and models for sales of Units throughout the Condominium and for the sale of residential houses or condominium Units that Declarant develops or plans to develop on land adjacent to or in the general vicinity of the Condominium. Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the Condominium, for not more than three (3) years after the last of the Units has been conveyed to a Unit Owner other than a Declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models. The total number of such offices or models maintained at any time by a Declarant shall not exceed three (3), and the size of any such relocated or reestablished office or model shall not exceed the size of the largest Unit in the Condominium.

(d) Declarant shall also have an easement to maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a Declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the Units have been conveyed to Unit Owners other than Declarant and shall repair or pay for the repair of all damage done by removal of such signs.

(e) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, the Association may maintain an office in the Condominium for management of the Condominium.

5.4. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in his Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse, or destruction) to or in his Unit or the Common Elements.

5.5. Alterations of Common Elements. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board.

5.6. Prohibition of Renting, for Transient or Hotel Purposes. No Unit Owner shall rent his Unit for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either a rental for any period less than thirty (30) days or any rental if the lessee of the Unit is provided customary hotel

services. Each permitted lease shall be in writing, and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Unit Owner who enters into a lease of his Unit shall promptly notify the Association of the name and address of each lessee, the Unit rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease his Unit.

5.7. Pets. No domestic pets exceeding fifteen (15) pounds in weight shall be allowed in the Condominium, except as may be provided by the rules and regulations promulgated from time to time by the Board or the Association or in the Bylaws. For the purposes of this paragraph, "domestic pets" shall be defined solely as dogs, cats or birds. Except for the foregoing, no other animals, livestock or poultry of any kind shall be raised, bred or kept on the Property.

5.8. Flags and Pennants. No flags or pennants of any kind shall be maintained or permitted by any Unit Owner or Occupant on any part of the Condominium without the prior written consent of the Board. The Board may, in its discretion, permit a Unit Owner to display a decorative flag or pennant from the balcony or patio comprising the Limited Common Elements of his or her Unit provided such Unit Owner submits an application describing the flag type, size (not to exceed 36 by 48 inches), color and planned location to the Board for approval, which approval is subject to the sole discretion of the Board. If the Board approves the flag type, size, color and location, the Unit Owner shall then submit to the Board, within thirty (30) days prior to the planned installation of the flag or pennant the actual flag or pennant or a color photo of the flag or pennant to the Board for its approval. Flags or pennants dealing with racial, ethnic, political or sexual subjects are not permitted in the Condominium.

5.9. Television, Aerials, Antennas and Satellite Dishes. No radio, television or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure or support thereof, of whatever size, shall be erected, installed, placed or maintained within the Condominium unless so erected, installed, placed or maintained entirely out of sight within a Unit; provided, however, television dishes 24 inches or less in diameter may be installed by a Unit Owner on the balcony or patio comprising a Limited Common Element of his or her Unit provided such dish is installed out of sight in a location approved by the Board. Prior to installing a television dish, a Unit Owner must submit to the Board for its approval the proposed location for the television dish within sixty (60) days prior to the proposed installation. The Board, in its sole discretion, may approve or disapprove of the proposed location of the dish. If the Board disapproves of the proposed location of the dish, the Board shall provide to the Unit Owner a suggested alternate location for the dish that will be acceptable to the Board.

5.10. Parking. No commercial or recreational automobile, van, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer or any other commercial or recreational vehicle shall be parked on any portion of the Common Elements. For the purposes hereof, the term "recreational automobile" shall refer to an automobile, sport utility vehicle, minivan or pick-up truck upon which is displayed permanent painted commercial or advertising displays, lettering or logos. The foregoing restriction shall not apply to sales trailers, construction trailers or other vehicles which may be used by Declarant and its agents and contractors in the conduct of their business prior to completion of the Condominium, and shall not apply to service vehicles which are temporarily parked while service contractors are providing temporary service work in one or more Units in the Condominium or on the Common Elements.

Permitted vehicles shall be parked or stored in or upon the Common Elements only in an area provided by the Association for such storage and subject to rules and regulations and fees charged by the Association, and shall not be parked or stored within any street right-of-way. Each Unit Owner shall be entitled to the use of one (1) designated parking space, which may be designated by the Board. No Unit Owner or Occupant shall repair or restore any vehicle of any kind upon the property, except for

emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Each parked vehicle must display a valid current license plate.

5.11. Exterior and Visible Interior Improvements.

(a) No awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board. All shades, blinds, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white or off-white. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Condominium, nor shall any clothing, rugs, or any other item be hung on any railing or fence enclosing any balcony, porch, patio or deck.

(b) No Unit Owner shall install any electrical or telephone wire, television antenna, air conditioning Unit, or other machine anywhere on the Condominium in such a fashion that it is visible anywhere outside of a Unit.

5.12. Prohibitions on Use of Common Elements. Except with specific written approval of the Board, the Common Elements, including Limited Common Elements, shall not be used for temporary or permanent storage or supplies, personal property, trash or refuse of any kind, other than in common trash or receptacles placed at the discretion of the Board, nor shall such areas be used in any way for the drying or airing of clothing, rugs or other fabrics. Entrances, sidewalks, yards, driveways, parking areas and stairways shall not be obstructed in any way. No activities shall be carried on nor any condition maintained by any Unit Owner, either in his Unit or upon the Common Elements, if such activities should despoil, or tend to despoil, the appearance of the Property. No "garage sales", attic sales" or "yard sales" shall be permitted outside of a Unit. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all Unit Owners of the Property and is necessary for the protection of the Unit Owners and is enforceable by the Board or by any one or more Unit Owners through the Board.

5.13. Nuisances. No nuisances shall be allowed upon the Property and no person shall engage in any use, practice or activity upon the Property which is noxious, offensive or a source of annoyance to Unit Owners or their tenants or which reasonably interferes with the peaceful possession and proper use of the Condominium Property by any Unit Owner and/or tenants. No exterior speakers, horns, whistles, located, used or placed on the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist. Any Unit Owner who shall dump or place (or permit his family, tenants, guests or agent to do so) any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and the same shall be added to and become a part of the assessment next coming due to which the Unit Owner of his Unit is subject. No Unit Owner shall permit any use of a Unit or of the Common Elements which will increase the rate of insurance upon the Property. The Association and its Agent shall have the right to remove any item or items left outside a Unit on the Common Elements or hanging from a balcony.

5.14. Lawful Use. No immoral, improper or unlawful use shall be made of the Condominium Property or any part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed.

5.15. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and

supplementary thereto may be promulgated and amended from time to time by the Board or the Association, as more fully provided in the Bylaws.

5.16. Restrictions, Conditions and Covenants To Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

ARTICLE VI

Assessments

6.1. Assessments Liens. The Board has the power to levy assessments against the Units for Common Expenses, and against the licenses granted to use Limited Common Elements constituting Storage Areas as set forth in Article XIV, below. Such assessments shall be a lien on the Units and may be foreclosed and the Unit and the license for the Storage Area sold, or a money judgment obtained against the persons liable therefore, all as set forth in the Bylaws. Included within the assessments for each Unit shall be each Unit's proportionate share of the assessment due the Lake Park Master Association for the Master Lot, or portion thereof on which the Condominium is located, and upon receipt of such Unit Owner's assessment(s), the Association will remit to the Lake Park Master Association the proportionate share of the annual assessment due from such Member pursuant to the Lake Park Master Covenants. Initially, each Unit's annual assessment shall include twenty-four dollars (\$24.00) as such Unit's proportionate share of the annual assessment due the Lake Park Master Association pursuant to the Lake Park Master Covenants.

6.2. Personal Liability of Transferees; Statement; Liability of First Mortgagee.

- (a) The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the transferee of said Unit unless said delinquent assessments are expressly assumed by said transferee.
- (b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 6.2 of the Bylaws, and such transferee's Unit and/or Storage Area shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.
- (c) Where a First Mortgagee, or other person claiming through such First Mortgagee, pursuant to the remedies provided in a deed of trust, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit and/or license to use a Storage Area, the liability of such First Mortgagee or such other person for assessments shall be only for the assessments, or license for a Storage Area, that would become delinquent, if not paid, after acquisition of title and/or shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.
- (d) Without releasing the transferor from any liability therefore, any unpaid portion of assessments which is not a lien under (b) above or, resulting, as provided in (c) above, from the exercise of remedies in a deed of trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above and the First Mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

6.3. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

6.4. Payment of Annual Assessments. Unit Owners are obligated to pay assessments in accordance with Section 6.2 of Article VI of the By-Laws, the terms and conditions of which are incorporated herein by reference.

ARTICLE VII

Management, Maintenance, Repairs Replacements, Alterations and Improvements

7.1. Common Elements.

(a) By the Association. The management, replacement, maintenance, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association, and, subject to the provisions of Section 7.2 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to Section 7.1 (b) hereof. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

(b) By Unit Owners. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional acts or the intentional acts of any Occupant of his Unit. Such payment shall be made upon demand made by the Association.

7.2. Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units.

(a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.

(b) In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

7.3. Units. Each Unit Owner shall maintain his Unit at all times in a good and clean condition, and repair and replace, at his expense, all portions of his Unit, shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of any Occupant of his Unit. Such payment shall be made upon demand by the Unit Owners of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

7.4. Waiver of Claims. Except only as provided in Section 7.5(a) and (b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, officers of the

Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

7.5. Right of Entry.

(a) By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous conditions or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 7.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

(b) By Unit Owners. Each Unit Owner and Occupant shall allow other Unit Owners and Occupants, and their representatives, to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, of the Unit Owner or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or Occupant whose Unit or Limited Common Element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 7.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit or Limited Common Element.

ARTICLE VIII

Insurance

8.1. Casualty Insurance. The Association shall maintain, to the extent available, casualty insurance upon the Property in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for all Unit Owners and First Mortgagees as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to not less than one hundred percent (100%) full insurable value of the Property on a replacement cost basis exclusive of land, excavations, foundations and other items normally excluded from property policies, and shall insure against such risks and contain such provisions as the Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to Section 47C-3-113(n) of the Act. In addition, if any fixtures, property or equipment used or kept in a Unit are financed by the proceeds of any First Mortgage on such Unit, then the Association, at its option, may obtain insurance coverage for such fixtures, property or equipment.

8.2. Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects to the requirements of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the Condominium, and insure the Association, the Board, the manager, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units.

8.3. Fidelity Coverage. If available at reasonable cost, fidelity coverage shall be maintained by the Association in commercial blanket form covering each director and officer of the Association, any employee or agent of the Association and any other person handling or responsible for handling funds of the Association in the face amount of at least the greater of (i) one and one-half (1-1/2) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premium on such bonds shall be a Common Expense.

8.4. Insurance Unavailable. If the insurance described in Section 8.1, 8.2 or 8.3 is not reasonably available, the Association shall promptly cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

8.5. Other Insurance. The Association may procure such other insurance, including worker's compensation insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners. If at least one Unit is subject to mortgage financing, the Association shall obtain and keep in force such insurance as such mortgagee shall reasonably require from time to time.

8.6. Insurance Trustee. The Board may engage, and pay as a Common Expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon such terms as the Board shall determine, consistent with the provisions of the Act and this Declaration.

8.7. Individual Policy for Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such Unit Owner deems necessary to protect his own interests; provided that any such insurance shall contain waivers and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of insurance purchased by a Unit Owner under this Section, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the amount of such reduction to the Association upon demand, and assigns the proceeds of this insurance, to the extent of such reduction, to the Association.

ARTICLE IX

Casualty Damage

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any

State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by a ninety percent (90%) vote, including one hundred percent (100%) approval of owners of Units not to be rebuilt or owners assigned to Limited Common Elements not to be rebuilt. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113(c) and (n) of the Act.

ARTICLE X

Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be applied in accordance with Section 47C-1-107 of the Act.

ARTICLE XI

Termination

The Condominium may be terminated only in strict compliance with Section 47C-2-118 of the Act.

ARTICLE XII

Amendment

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Sections 47C-2-105 and 47C-2-117 of the Act, except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

ARTICLE XIII

Rights of First Mortgagees:

VA, FNMA and FHLMC Provisions

The following provisions shall take precedence over all other provisions of this Declaration and the Bylaws:

13.1. Amendments during Declarant Control Period. Any amendments to this Declaration or to the Bylaws during the Declarant Control Period shall be subject to the prior approval of all First Mortgagees provided, however, that, if any First Mortgagee fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given by such First Mortgagee.

13.2. Availability of Condominium Documents, Books, Financial Statements. The Association shall, upon request and during normal business hours, make available for inspection by Unit Owners and the First Mortgagees and the insurers and guarantors of a First Mortgage on any Unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the Condominium and the books, records and financial statements of the Association. The Association shall provide an audited financial statement for the preceding fiscal year if requested in writing by a First Mortgagee or insurer or guarantor of a First Mortgage. The Association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of Units, current copies of the Declaration, Bylaws, the

Rules and Regulations governing the Condominium, and the most recent annual audited financial statement.

13.3. Successors' Personal Obligation for Delinquent Assessments. The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the successors in title or interest to said Unit unless said delinquent assessments are expressly assumed by them.

13.4. Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners and any aggrieved Unit Owner shall have a right of action against the Association for failure to comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, and decisions of the Association made pursuant to authority granted to the Association in this Declaration and the Bylaws.

13.5. Management and Other Agreements. Any management agreement between the Declarant and a professional manager or any other agreement providing for services of the Declarant, sponsor, builder or Declarant involving the Condominium shall be terminable by either party thereto without cause and without payment of a termination fee at any time after expiration of the Declarant Control Period. Any agreement entered into after the Declarant Control Period between the Association and a professional manager involving the Condominium shall be terminable upon not more than ninety (90) days' prior written notice and shall not exceed a term of three (3) years, subject to renewal by the consent of both parties.

13.6. Rights of First Refusal. The right of a Unit Owner to sell, transfer, mortgage or otherwise convey his interest in his Unit shall not be subject to any right of first refusal.

13.7. Consent of First Mortgagees. This Section 13.7 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing. Any decision to terminate the Condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of Eligible Mortgage Holders, as defined in Section 13.9 hereof, representing at least 67 % of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act. Except for any amendment to the Declaration made for the purpose of adding Additional Real Estate, if any, to the Condominium in accordance with the provisions hereof, any amendment to the Declaration or Bylaws which materially changes any of the following shall require the prior written consent of Unit Owners holding at least 67% of the total votes in the Association and of Eligible Mortgage Holders representing at least 51% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act or hereunder:

- (a) voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than 25% assessment liens or the priority of assessment liens;
- (c) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
- (f) boundaries of any Unit;

- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) hazard insurance or fidelity insurance requirements;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell, transfer or otherwise convey his Unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by any Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after damage or destruction or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;
- (n) any action to terminate the legal status of the Condominium after substantial damage or destruction or condemnation; or
- (o) any provisions that expressly benefit First Mortgages or insurers or guarantors of First Mortgages.

An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical or typographical errors, or for clarification only.

13.8. Consent of First Mortgages or Unit Owners. This Section 13.8 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing. Unless First Mortgages holding at least 51% of the votes allocated to First Mortgages (except when a higher percentage as is required by law), based upon one vote for each First Mortgage owned, and Unit Owners (other than a Declarant) holding at least 67% of the total votes in the Association have given their prior written approval, or such greater requirements specified in the Act or hereunder have been satisfied, the Association shall not be entitled to:

- (a) by act or omission, seek or abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any part of the Condominium (whether to Units or to Common Elements) for other than repair, replacement or reconstruction thereof subject to Article IX and Section 8.1 of Article VIII hereof.

13.9. Notice. Each First Mortgagee and each insurer or guarantor of a First Mortgage, upon written request stating its name and address and describing the Unit encumbered by the First Mortgage, held, insured or guaranteed, shall be entitled to timely written notification by certified or registered mail, return receipt requested, by the Association of (i) any proposed action which requires consent of a specified percentage of First Mortgagees; (ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its First Mortgage; (iii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the First Mortgagee held its First Mortgage or in the performance of any obligation under this Declaration or the Bylaws by said Unit Owner; or (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Each First Mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders shall be considered an "Eligible Mortgage Holder." Any First Mortgagee who receives a written request by the Association, or any Unit Owner, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

13.10. Assessments. Assessments shall be due and payable in monthly installments. As provided in Article V of the Bylaws and as legally required by Section 47C-3-115 of the Act, Declarant shall pay all accrued expenses of the Condominium until assessments are levied against the Units. An assessment shall be deemed levied against a Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of that Unit. Unit Owners shall have no obligation to pay monthly assessments until an assessment is levied. Assessments will begin at such time as the Board elects.

13.11. Rights of First Mortgagee, Insurance Proceeds or Condemnation Awards. With respect to First Mortgages held by or for the benefit of First Mortgagees, no provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of a First Mortgagee pursuant to its First Mortgage on said Unit Owner's Unit, in the case of a distribution to said Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

13.12. Additional Real Estate, Consent of Administrator, Common Element Interests, Reallocation. In the event any First Mortgages are guaranteed by the Veterans Administration, the Additional Real Estate may not be added to the Condominium without the prior written consent of the Administrator of the Veterans Administration. If the Additional Real Estate is added, the ownership interest in the Common Elements and the liability for Common Expenses for each Unit shall be reallocated pro rata on the basis that square footage of each Unit bears to the total square footage of all Units and each Unit shall continue to have one vote. The effective date for said reallocation shall be the date of recordation of the amendment to this Declaration, which document shall comply with the provisions of the Act. The effective date for the assignment of assessments to the Units added to the Condominium shall be the date the Board levies an assessment against said Units. All improvements intended to be located within any portion of the Additional Real Estate added to the Condominium shall be substantially completed prior to the addition of said portion of the Additional Real Estate.

ARTICLE XIV
Storage Areas and Storage Area Assessments

4.1. Storage Areas. It is the intention, but not the obligation, of the Declarant to build some structures on the property to be used as carports, garages and/or storage closets (collectively, "Storage Areas"). These Storage Areas shall be so designated on the Plans to be recorded in connection with the Declaration. The Declarant will offer exclusive rights to use certain designated Storage Areas for sale to Unit Owners. Unit Owners who elect to purchase such rights to use certain designated Storage Areas shall be purchasing a license to use the designated Storage Area and not fee ownership thereof. The Storage Areas shall be Limited Common Elements, and each of the Storage Areas shall be conveyed by "Storage Area Owner"). A Storage Area Owner may transfer the license to use same (the "Storage Area License") to any other Unit Owner within the Condominium. All Storage Areas shall be used exclusively by Unit Owners, unless otherwise permitted by the Board. The license shall terminate automatically upon the transfer by a Storage Area Owner of his Unit (unless the license to use such Storage Area is transferred to the transferee of the Unit or, within twelve (12) months, to another Unit Owner, in which event the license shall continue in such transferee or other Unit Owner), and upon termination, such license shall revert to the Association, and the Association shall thereafter have the exclusive rights to sell and/or lease such license to another Unit Owner. The owner of the license not transferred to the transferee of the Unit shall remain responsible for all assessments pertaining to the use of the Storage Area during the period of time between the sale and conveyance of his Unit to a transferee and the assignment of the license to another Unit Owner. Failure of the said owner of the license to pay the assessments within thirty (30) days of due date shall automatically terminate the license and the license shall revert to the Association. The Board of Directors may promulgate rules and regulations governing the use and maintenance of the Storage Areas.

14.2. Storage Area Assessments. Each Storage Area Owner shall contribute, in accordance with the formula set forth hereinbelow, towards the expenses of administration, care of, maintenance and repair of the Storage Areas (i.e. the "Storage Area Assessments") all in accordance with the attached Bylaws. Each Storage Area Owner's share of such expenses shall be equal to a fraction, the numerator of which is the number of Storage Areas which the Storage Area Owner is licensed to use, and the denominator of which is the total number of all of the Storage Areas. Due dates for payment of such Storage Area Assessments shall be established by the Board and such Storage Area Assessments shall be collected at least monthly. In order to enforce the collection of the Storage Area Assessments, the Association shall have lien rights as more fully described in the Bylaws; provided, however, that such lien for unpaid Storage Area Assessments becoming payable on or after the date of recordation of any mortgage which is a lien on any Storage Area and all fees, late charges, fines and interest levied by any Association in connection with any such unpaid assessment for Storage Area Assessments, shall be and is hereby subordinated to the lien of such Mortgage. Assessments for Storage Area Assessments shall commence upon the conveyance of the first Storage Areas.

ARTICLE XV

General Provisions

15.1. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

BK 1975PG641

15.2. Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

15.3. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

15.4. Exhibits. Exhibits A, B, C, D, and E attached hereto are hereby made a part hereof.

15.5. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

15.6. Waiver. No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.7. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

THE MATHISEN COMPANY,
a North Carolina corporation

By: Eric A. Brown (SEAL)
Vice President

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Douglas P. MacMillan, a Notary Public, certify that
Brian A. Stashko personally came before me this day and acknowledged that he/she is
Vice President of THE MATHISEN COMPANY, a North Carolina corporation, and that he/she, as
corporation, being authorized to do so, executed the foregoing instrument on behalf of the

Witness my hand and seal, this 11th day of November, 2002.

My commission expires: 2/22/06

Douglas P. MacMillan
Notary Public

NORTH CAROLINA, MECKLENBURG COUNTY
The foregoing certificate of
Douglas P. MacMillan

NOTARY PUBLIC 344071857

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

My commission expires: 2/22/06

DOUGLAS P. MACMILLAN

AB

DOUGLAS P. MACMILLAN

EXHIBIT "A" TO DECLARATION
LEGAL DESCRIPTION OF PHASE I PROPERTY

TRACT I - FEE SIMPLE TRACT

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina along the northerly right of way for Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 389.44 feet to a new concrete monument, the point and place of BEGINNING, and runs thence along said northerly margin of the right of way of Creft Circle, N. 61-03-06 W. 197.10 feet to a point; thence N. 28-56-54 E. 123.50 feet to a point; thence S. 61-03-06 E. 44.00 feet to a point; thence N. 28-56-54 E. 49.00 feet to a point; thence S. 61-03-06 E. 153.00 feet to a point; thence S. 28-54-55 W. 172.50 feet to the point and place of BEGINNING (containing approximately 0.73 acres, more or less).

TRACT II - EASEMENT TRACT, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN CREFT CIRCLE, A PUBLIC RIGHT-OF-WAY AND THE FEE SIMPLE TRACT DESCRIBED AS TRACT I, ABOVE, AND ANY TRACT(S) DESCRIBED ON EXHIBIT "B" ATTACHED HERETO WHICH IS/ARE ANNEXED TO THE CONDOMINIUM, FOR VEHICULAR AND PEDESTRIAN TRAFFIC AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE LINES OVER THE FOLLOWING DESCRIBED PARCEL

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina along the northerly right of way of Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 625.54 feet to a new concrete monument, the point and place of BEGINNING, and runs thence N. 28-56-54 E. 123.50 feet to a point; thence S. 61-03-06 E. 39.00 feet to a point; thence S. 28-56-54 W. 123.50 feet to a point; thence N. 61-03-06 W. 39.00 feet to the point and place of BEGINNING.

Tracts I and II are more particularly described in the Plat referred to in this Declaration, and reference to said Plat is hereby made for a more particular description.

EXHIBIT "B" - Page 1 of 4

TRACT I - FEE SIMPLE TRACT (PHASES 2 and 5B)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina along the northerly right of way of Creff Circle (a 60 foot public right of way) N. 61-03-06 W. 330.54 feet to a point, the point and place of BEGINNING; and runs thence along said northerly right of way of Creff Circle N. 61-03-06 W. 58.90 feet to a new concrete monument; thence N. 28-54-55 E. 172.50 feet to a point; thence N. 61-03-06 W. 153.00 feet to a point; thence S. 28-56-54 W. 49.00 feet to a point; thence N. 61-03-06 W. 90.46 feet to a point; thence N. 28-56-54 E. 77.50 feet to a point; thence S. 61-03-06 E. 251.64 feet to a point; thence S. 28-56-54 W. 7.00 feet to a point; thence S. 61-03-06 E. 60.82 feet to a point; thence S. 28-56-54 W. 184.00 feet to a point; thence in a southeasterly direction with the curve of a circle to the right having a radius of 10.00 feet (chord bearing S. 73-56-54 W., chord distance 14.14 feet), an arc distance of 15.71 feet to the point and place of BEGINNING (CONTAINING approximately .57 acres, more or less).

TRACT II - FEE SIMPLE TRACT (PHASES 3, 4 AND 5A)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina four (4) courses and distances along the northerly right of way of Creff Circle (a 60 foot public right of way) as follows: (1) N. 61-03-06 W. 625.54 feet to a new concrete monument; and (2) N. 28-56-54 E. 123.50 feet to a point; (3) N. 61-03-06 W. 7.46 feet to a point; and (4) N. 28-56-54 E. 85.50 feet to the point and place of BEGINNING; and runs thence N. 28-56-54 E. 77.50 feet to a point; thence S. 61-03-06 E. 46.46 feet to a point; thence N. 28-56-54 E. 123.50 feet to a point in the southerly margin of the right-of-way of Creff Circle; thence with the southerly margin of the right-of-way of Creff Circle six courses and distances as follows: (1) S. 61-03-06 E. 14.10 feet to a point; (2) in an easterly direction with the curve of a circle to the left having a radius of 280.00 feet (chord bearing S. 67-40-23 E., chord distance 64.57 feet), an arc distance of 64.72 feet to a point; (3) S. 74-17-40 E. 72.96 feet to a point; (4) in an southeasterly direction with the curve of a circle to the right having a radius of 220.00 feet (chord bearing S. 68-01-09 E., chord distance 48.09 feet), an arc distance of 48.19 feet to a point; (5) with the curve of a circle to the right having a radius of 220.00 feet (chord bearing S. 61-23-52 E., chord distance 2.66 feet) an arc distance of 2.66 feet to a point (6) S. 61-03-06 E. 36.34 feet to a point; thence in a southerly direction with the curve of a circle to the right having a radius of 30.00 feet (chord bearing S. 16-03-06 E., chord distance 42.43 feet), an arc distance of 47.12 feet to a point; thence S. 28-56-54 W. 194.01 feet to a point; thence N. 61-03-06 W. 60.82 feet to a point; thence S. 28-

EXHIBIT "B" - Page 2 of 4

56-54 W. 7.00 feet to a point; thence N. 61-03-06 W. 251.64 feet to the point and place of BEGINNING (CONTAINING approximately 1.41 acres, more or less).

TRACT III. - EASEMENT TRACT, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN CREFT CIRCLE, A PUBLIC RIGHT-OF-WAY AND THE PHASE I PROPERTY DESCRIBED ON EXHIBIT "A" AND ANY OF THE TRACT(S) DESCRIBED ON THIS EXHIBIT "B" WHICH IS/ARE ANNEXED TO THE CONDOMINIUM, FOR VEHICULAR AND PEDESTRIAN TRAFFIC AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE LINES OVER THE FOLLOWING DESCRIBED PARCEL.

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina four courses and distances as follows: (1) N. 61-03-06 W. 625.54 feet to a new concrete monument; and (2) N. 28-56-54 E. 123.50 feet to a point; (3) N. 61-03-06 W. 7.46 feet to a point; and (4) N. 28-56-54 E. 163.00 feet to a point; (5) S. 61-03-06 E. 7.46 feet to a point, the point and place of BEGINNING; and runs thence N. 28-56-54 E. 123.50 feet to a new concrete monument in the southerly margin of the right of way of Creft Circle; thence with the southerly margin of the right of way of Creft Circle S. 61-03-06 E. 39.00 feet to a point; thence S. 28-56-54 W. 123.50 feet to a point; thence N. 61-03-06 W. 39.00 feet to the point and place of BEGINNING.

TRACT IV - FEE SIMPLE TRACT (PHASE 7B)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina three (3) courses and distances as follows: (1) along the northerly right of way of Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 250.54 feet to a point; (2) in a northerly direction with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 16-03-06 W, chord distance 14.14 feet), an arc distance of 15.71 feet to a point; and (3) N. 28-56-54 E. 342.01 feet to a point, the point and place of BEGINNING; and runs thence N. 28-56-54 E. 58.00 feet to a point; thence in an easterly direction with the curve of a circle to the right having a radius of 30.00 feet (chord bearing N. 73-56-54 E., chord distance 42.43 feet), an arc distance of 47.12 feet to a point in the southerly margin of the right-of-way of Creft Circle; thence with the southerly margin of the right-of-way of Creft Circle two (2) courses and distances as follows: (1) S. 61-03-06 E. 36.34 feet to a point; (2) in an easterly direction with the curve of a circle to the right having a radius of 220.00 feet (chord bearing S. 54-25-49 E., chord distance 50.74 feet), an arc distance of 50.85 feet to a point; thence S. 47-48-32 E. 16.19 feet to a point; thence S. 28-56-54 W. 95.60 feet to a

EXHIBIT "B" - Page 3 of 4

point, thence N. 55-09-23 W. 69.73 feet to a point; thence N. 61-03-06 W. 53.14 feet to a point; thence N. 61-03-06 W. 53.14 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 16-03-06 W., chord distance 14.14 feet), an arc distance of 15.71 feet to the point and place of BEGINNING (containing 0.29 acres).

TRACT V – FEE SIMPLE TRACT (PHASE 7A)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina three (3) courses and distances as follows: (1) along the northerly right of way of Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 250.54 feet to a point; (2) in a northerly direction with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 16-03-06 W, chord distance 14.14 feet), an arc distance of 15.71 feet to a point; and (3) N. 28-56-54 E. 204.99 feet to a point, the point and place of BEGINNING; and runs thence N. 28-56-54 E. 92.02 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 73-56-54 E., chord distance 14.14 feet) an arc distance 15.71 feet to a point; thence S. 61-03-06 E. 51.86 feet to a point; thence S. 55-09-23 E. 49.43 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing S. 13-06-14 E., chord distance 13.40 feet) an arc distance 14.68 feet to a point; S. 28-56-54 W. 86.99 feet to a point; thence N. 16-03-06 W. 120.00 feet to the point and place of BEGINNING (containing 0.28 acres, more or less).

TRACT VI – FEE SIMPLE TRACT (PHASE 6B)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina three (3) courses and distances as follows: (1) along the northerly right of way of Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 250.54 feet to a point; (2) in a northerly direction with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 16-03-06 W, chord distance 14.14 feet), an arc distance of 15.71 feet to a point; and (3) N. 28-56-54 E. 114.32 feet to a point, the point and place of BEGINNING; and runs thence N. 28-56-54 E. 70.67 feet to a point; thence S. 61-03-06 E. 120.00 feet to a point; thence S. 28-56-54 W. 70.67 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing S. 73-56-54 W, chord distance 14.14 feet), an arc distance of 15.71 feet to a point; thence N. 61-03-06 W. 100.00 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 16-03-06 W., chord distance 14.14 feet), an arc distance of 15.71 feet to the point and place of BEGINNING (containing 0.22 acres).

EXHIBIT "B" - Page 4 of 4

TRACT VII - FEE SIMPLE TRACT (PHASE 6A)

TO FIND THE BEGINNING POINT proceed from the southwest corner of Common Area #1 as shown on map of Vintage Townhomes, Map One filed for record in Plat Cabinet G, File No. 200 in the office of the Register of Deeds for Union County, North Carolina a distance along the northerly right of way of Creft Circle (a 60 foot public right of way) N. 61-03-06 W. 128.04 feet to the point and place of BEGINNING, and runs thence with the northerly margin of the right of way of Creft Circle N. 61-03-06 W. 122.50 feet to a point; thence in a northerly direction with the curve of a circle to the right having a radius of 10.00 feet (chord thence N. 16-03-06 W, chord distance 14.14 feet), an arc distance of 15.71 feet to a point; thence N. 28-56-54 E. 69.32 feet to a point; thence with the curve of a circle to the right having a radius of 10.00 feet (chord bearing N. 73-56-54 E., chord distance 14.14 feet), an arc distance of 15.71 feet to a point; thence S. 61-03-06 E. 122.50 feet to a point; thence S. 28-56-54 W. 89.32 feet to the point and place of BEGINNING. (containing 0.27 acres, more or less).

Tracts I through VII, inclusive, are more particularly described in the Plat referred to in this Declaration, and reference to said Plat is hereby made for a more particular description.

BK 1975 PG 647

EXHIBIT C
TO
DECLARATION

ARTICLES OF INCORPORATION
OF
VINTAGE CONDOMINIUMS ASSOCIATION, INC.
