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**Amended and Restated**

**Declaration**

**of**

**Condominium**

**for**

**Lamplighter Village,**

**A Condominium**

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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
LAMPLIGHTER VILLAGE,  
A CONDOMINIUM**

**THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (“Declaration”)** is made this 29<sup>th</sup> day of March, 2005, by Lamplighter Village of Pinehurst, LLC, a North Carolina limited liability company (“**Declarant**”), pursuant to provisions of Chapter 47C of the North Carolina General Statutes, entitled the “North Carolina Condominium Act” (the “**Act**”).

**RECITALS**

WHEREAS, Declarant is the owner of the following real property (“**Property**”) situated in the Village of Pinehurst, County of Moore, and State of North Carolina: (a) the land described on **Exhibit A** attached hereto, together with all rights, privileges, easements and appurtenances thereto; and (b) the two (2) buildings located on such land containing a total of five (5) Units and other improvements located on such land; subject, however, to the interest in the portion of such Property known as Unit 11 Lamplighter Village, conveyed to Barabara Huntwork (“**Unit 11 Owner**”) by instrument recorded in Deed Book 2542, Page 229 in the Office of the Register of Deeds of Moore County, North Carolina.

WHEREAS, Declarant desires to submit the Property to the Act and the Unit 11 Owner has consented to such submission and to all of the terms and conditions of this Declaration as set forth on **Exhibit E** attached hereto.

NOW, THEREFORE, Declarant hereby creates Lamplighter Village, A Condominium, as a condominium under the Act and makes the following Declaration.

**ARTICLE I**

**DEFINITIONS**

Unless it is plainly evident from the context that a different meaning is intended, the following terms, words and phrases as used herein shall have the following meanings:

**Section 1.1 Act.** “Act” shall mean and refer to the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes, as it may be amended from time to time.

**Section 1.2 Additional Buildings.** “Additional Buildings” shall mean and refer to any additional building incorporated into the Condominium pursuant to **Section 12.2** below.

**Section 1.3 Additional Property.** “Additional Property” shall mean and refer to the 15.17 acres of real property more particularly described on **Exhibit D** attached hereto, less and except the Property incorporated into the Condominium by this Declaration; all or a portion of which may be annexed into the Condominium as described in **Section 12.2** below.

**Section 1.4 Adjoining Owner.** “Adjoining Owner” shall have the meaning assigned to such term in **Section 7.9(a)** below.

**Section 1.5 Assessments.** “Assessments” shall mean the Common Assessment, Special Assessment, Working Capital Assessment (if any) and Individual Unit Assessment, all as more fully described in Article 8 of the Bylaws.

**Section 1.6 Association.** “Association” shall mean and refer to Lamplighter Village Owners’ Association, Inc., a corporation organized and existing under the Non-Profit Corporation Act of the State of North Carolina pursuant to and in accordance with the Condominium Documents.

**Section 1.7 Buildings.** “Buildings” shall mean and refer to the buildings located on the Land, including the two (2) buildings containing a total of five (5) Units initially located thereon, and the Additional Buildings, if any, incorporated into the Condominium, and certain other Common Elements.

**Section 1.8 Bylaws.** “Bylaws” shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto as **Exhibit C**, and all amendments to such Bylaws which may from time to time be adopted.

**Section 1.9 Common Elements.** “Common Elements” shall mean and refer to all portions of the Condominium other than the Units as depicted on the Plans, and as more particularly described in **Section 4.1** of this Declaration.

**Section 1.10 Common Expenses.** “Common Expenses” shall mean and refer to expenditures made by or financial liabilities of the Association, together with any allocations to reserves, pursuant to and in accordance with this Declaration, the Bylaws and Section 47C-1-103(5) of the Act.

**Section 1.11 Condominium.** “Condominium” means Lamplighter Village, A Condominium, as established by the submission of the Property to the Act by this Declaration.

**Section 1.12 Condominium Documents.** “Condominium Documents” shall mean and refer to the Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, the Rules and Regulations, resolutions of the Executive Board and similar documents, as each of the foregoing may be amended and supplemented from time to time, and all attachments and exhibits thereto.

**Section 1.13 Declarant.** “Declarant” shall mean and refer to Lamplighter Village of Pinchurst, LLC, a North Carolina limited liability company, and its successors in fee ownership of all remaining Units unsold to purchasers or as otherwise defined in N.C.G.S. 47C-1-103(9).

**Section 1.14 Declarant Control Period.** “Declarant Control Period” shall have the meaning assigned to such term in **Section 6.3** of this Declaration.

**Section 1.15 Declaration.** “Declaration” shall mean this Declaration of Condominium for Lamplighter Village, A Condominium, as it may be amended and supplemented from time to time.

**Section 1.16 Development Rights.** “Development Rights” means any right or combination of rights reserved by Declarant in the Declaration to add real estate to the Condominium; to create Units, Common Elements, or Limited Common Elements within a Condominium; to subdivide Units or convert Units into Common Elements; or to withdraw real estate from the Condominium.

**Section 1.17 Executive Board.** “Executive Board” shall mean and refer to the governing body of the Association as constituted in accordance with the Condominium Documents.

**Section 1.18 Land.** “Land” shall mean the real property described on **Exhibit A** and any Additional Property incorporated into the Condominium, together with all rights, privileges, easements and appurtenances thereto.

**Section 1.19 Limited Common Elements.** “Limited Common Elements” shall mean and refer to those portions of the Common Elements allocated by the Declaration or the terms of the Act for the exclusive use and benefit of one or more but fewer than all of the Units, as more fully described in **Section 4.2**, hereinbelow, and as depicted on the Plans.

**Section 1.20 Mortgage.** “Mortgage” shall mean and refer to a mortgage or deed of trust constituting a lien on a Unit.

**Section 1.21 Mortgagee.** “Mortgagee” shall mean and refer to the owner and holder of the indebtedness secured by a Mortgage that has notified the Association in writing of its name and address, and that it holds a Mortgage on a Unit. Such notice will be deemed to include a request that the Mortgagee be given the notices and other rights described in **Article XIV**.

**Section 1.22 Occupant.** “Occupant” shall mean any Person or Persons in possession of a Unit, including Owners, lessees, guests and invitees of such Person or Persons, and guests and invitees of such lessees.

**Section 1.23 Owner/Owners.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit, but shall exclude those persons or entities having an interest in any Unit as merely security for the payments or performance of an obligation. “Owners” shall mean and refer to all or a portion of such record owners collectively.

**Section 1.24 Person.** “Person” shall mean a natural person, corporation, partnership, trust or other legal or commercial entity, or any combination thereof.

**Section 1.25 Plans.** “Plans” shall mean and refer to the plat, plans and specifications for the Buildings and Property, and any Additional Buildings and Additional Property incorporated to the Condominium pursuant to **Section 12.2**, including any amendments thereto, recorded under the name of the Condominium in the Unit Ownership File in the Registry.

**Section 1.26 Property.** “Property” shall mean and refer to the Land, the Units, and the Buildings and other Common Elements subjected to this Declaration, as more particularly described in the Recitals, and any Additional Property incorporated into the Condominium.

**Section 1.27 Registry.** “Registry” shall mean the Office of the Register of Deeds of Moore County, North Carolina.

**Section 1.28 Rules and Regulations.** “Rules and Regulations” shall have the meaning assigned to such term in **Section 5.7** of this Declaration.

**Section 1.29 Special Declarant Rights.** “Special Declarant Rights” means rights reserved for the benefit of Declarant to complete improvements indicated on plats and plans filed with the Declaration (N.C.G.S. 47C-2-109); to exercise any development right (N.C.G.S. 47C-2-110); to maintain sales offices, management offices, signs advertising the Condominium, and models (N.C.G.S. 47C-2-115); to use easements through the Common Elements for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium (N.C.G.S. 47C-2-116); to make the Condominium part of a larger Condominium (N.C.G.S. 47C-2-121); or to appoint or remove any officer of the Association or any Executive Board member during any period of declarant control (N.C.G.S. 47C-3-103 (d)).

**Section 1.30 Special Declarant Rights Period.** “Special Declarant Rights Period” shall commence as of the recordation of this Declaration and shall continue for fifty (50) years thereafter unless Declarant records a statement of termination of such rights in the Registry prior to such time.

**Section 1.31 Special Vehicles.** “Special Vehicles” shall have the meaning assigned to such term in **Section 5.4(d)**.

**Section 1.32 Subdividing Owner.** “Subdividing Owner” shall have the meaning assigned to such term in **Section 7.9(b)**.

**Section 1.33 Unit.** “Unit” means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to this Declaration and N.C.G.S. 47C-2-105(a)(5).

In addition, those definitions set forth on N.C.G.S. 47C-1-103 are incorporated herein by reference, and the terms defined therein shall have the meaning set forth therein when used in this Declaration or the Condominium Documents unless expressly defined otherwise in this Declaration or the Condominium Documents or unless it is plainly evident from the context that a different meaning is intended.



## ARTICLE II

### SUBMISSION OF PROPERTY TO THE ACT

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

**Section 2.2** Name. The Property shall hereafter be known as Lamplighter Village, A Condominium.

**Section 2.3** Division of Property into Separately Owned Units. Developer, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby declare that the Property is to be divided into five (5) Units and does hereby designate all such Units for separate ownership, subject, however, to the provisions of **Section 2.4** hereof. The maximum number of Units which Declarant reserves the right to create, even if Declarant adds additional real estate to the Condominium, is thirty-eight (38) Units.

**Section 2.4** Alterations of Units. Units may be altered with approval of the Executive Board (which approval may not be unreasonably withheld) as long as the alteration does not impair the structural integrity or the mechanical systems, lessen the support of any portion of the Condominium, or reduce the use and enjoyment of the other Units. Any alteration of a Unit shall be shown on an amendment to the Plans for the Unit and filed in the Registry.

**Section 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.

**Section 2.6** Unit Allocations. The percentage allocations to each Unit of its undivided interest in the Common Elements, and of its percentage of the Common Expenses, are as stated in **Exhibit B**. The percentage allocations will change if additional units are made subject to this Declaration. The percentage allocation of undivided interest in the Common Elements and of the Common Expenses is determined by dividing one (1) by the total number of Units then subject to the Declaration. The votes in the Association are allocated equally to all Units so that each Unit has one vote.

**Section 2.7** Special Declarant Rights. Until the expiration of the Special Declarant Rights Period, Declarant will have the following rights with respect to all of the Property, in addition to any other such rights reserved in this Declaration:

(a) Construction and Completion of Project. The right to construct and complete the Buildings, the Additional Buildings and other improvements on the Property and the Additional Property.

(b) Rights. The right to exercise all Special Declarant Rights and Development Rights.

(c) Easements to Facilitate the Exercise of Special Declarant Rights. Declarant hereby reserves for itself and its successors and assigns a non-exclusive easement upon, across, over, in, and under the Property as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights and/or Development Rights,

whether arising under the Act or this Declaration, including, without limitation: (i) easements for ingress and egress and for installation, replacement, repair and maintenance of drainage ditches and facilities, all utilities, including but not limited to water, sewer, gas, telephone, and electrical, cable and other communications systems; (ii) easements to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Buildings and other improvements on the Property or the Additional Property; and (iii) the location of these easements and rights-of-way may be made certain by Declarant and the Association by instruments recorded in the Registry. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, reservations, exceptions and exclusions necessary or convenient for the development, use and operation of any other property of Declarant, as long as such action does not hamper the enjoyment of the Property by the Owners.

### ARTICLE III

#### DESCRIPTION OF UNITS

**Section 3.1 Unit Boundaries.** The boundaries of each Unit, 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 of all such interior wall, floor and ceiling 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 including all spaces, interior partitions and other fixtures and improvements inside such boundaries.

Each Unit consists of all the space bounded horizontally and vertically by its perimeter walls, floors and ceilings. Each Unit includes those portions of the Buildings within such boundaries (with the exception of those items specifically listed below) and the space so encompassed. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces thereof are a part of the Unit; and all other portions of such walls, floors or ceiling are part of the Common Elements.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated exclusively to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Subject to the provisions of the immediate preceding paragraph, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of that Unit.

## ARTICLE IV

### Common Elements

**Section 4.1 Common Elements.** The Common Elements include all portions of the Condominium that are not part of the Units including without limitation:

- (a) The Land;
- (b) All improvements located upon the Land that are not part of the Units, including all foundations, columns, girders, beams, supports, exterior walls, roofs, and stairs; and
- (c) Yards, gardens, parking areas, sidewalks and walkways.

**Section 4.2 Limited Common Elements.** The Limited Common Elements shall be composed of the following:

- (a) Those portions of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside the designated boundaries of a Unit serving exclusively that Unit shall be Limited Common Elements allocated exclusively to that Unit;
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, decks, driveways and all exterior doors, windows and skylights designed to serve a single Unit, but located outside the Unit's boundaries, (including windows and doors within the walls enclosing a Unit) shall be Limited Common Elements allocated exclusively to that Unit; and
- (c) Any portions of the heating, ventilating, and air conditioning systems, including fans, fan coil units, heating elements, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit, shall be Limited Common Elements allocated exclusively to the Unit that they serve.

References herein to Common Elements shall include Limited Common Elements unless the context clearly indicates otherwise. The allocation of use of Limited Common Elements to the Units as provided for in this Declaration shall not be altered without the unanimous consent of the Owners whose Units are affected.

**Section 4.3 Percentage Ownership of Common Elements.** Each Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit also shall own, as an appurtenance to the ownership of each said Unit, an undivided interest in the Common Elements. The undivided interest appurtenant to each Unit as of the date of this Declaration is as set out on **Exhibit B** attached hereto and made a part hereof. The proportional interest in the Common Elements that is appurtenant to each Unit has been determined by dividing one (1) by the total number of Units then subject to the Declaration and also shall be the proportional responsibility of the Owner for his percentage of the Common Expenses and each Unit's voting percentage. This percentage ownership shall be reallocated using the same formula as additional Units are added to the Condominium. The percentages of ownership for all Owners shall add to 100%.

**Section 4.4 Changes to Common Element Allocation.** The undivided interest in the Common Elements allocated to each Unit shall not be changed except with the unanimous consent of each Owner and with the consent of each Mortgagee, except as may be specifically authorized by the Condominium Documents, including, without limitation, **Section 12.2** of this Declaration.

**Section 4.5 Maintenance Responsibilities of the Association.** The Association shall be responsible for the maintenance, repair and replacement of (a) all sidewalks; (b) all yards, gardens, trees, lawns, fences and grassy areas (other than landscaping installed by Owners as permitted by this Declaration); (c) the exterior of all Buildings (including, but not limited to, the exterior facades), window and door trim and other exterior improvements which are a part of the Property, the exterior finish of all Unit doors, and the exterior of all garage doors (except that the replacement of windows, other glass, screens and doors, including garage doors, shall remain the obligation of Owners) and all roofs; and fire walls. In addition the Association shall maintain, repair and replace: (a) all conduits, ducts, utility pipes, plumbing, wiring, and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Elements and which are not Limited Common Elements reserved for the exclusive use of a single Unit, and (b) all other property which is required to be maintained by the Association in a good state of repair.

**Section 4.6 Maintenance Responsibilities of Owners.** Each Owner shall be responsible for the maintenance, repair and replacement of all portions of his or her Unit, including without limitation the interior of all Unit doors as well as the replacement of the same, all windows, weather-stripping, window frames, locks, door frames and hardware, water sillcocks, vestibules and entryways of the Unit, glass and screens (except to the extent provided in **Section 4.5** above), and all internal and external installations of such Unit such as appliances, smoke detectors, carbon monoxide detectors, heating, ventilating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities serving only his or her Unit, all interior walls, ceilings, and floor surfaces, and the interior of all garage doors as well as the replacement of the same, all other portions of the garages (except to the extent provided in **Section 4.5** above), including without limitation, garage door tracks, hardware and automatic openers and the interior surface of the walls, floors and ceilings of the garage. In addition, each Owner shall be responsible for the (i) routine maintenance and repair of all lath, furring, wallboard, plasterboard, plaster, and subflooring beneath, above, and/or beyond the finished surfaces of the perimeter walls, floor and ceiling of each Unit; (ii) maintenance, repair and replacement of all Limited Common Elements reserved for the exclusive use of his or her Unit (including decks, driveways and porches), except to the extent that the Association has undertaken the obligation to maintain the same pursuant to **Section 4.5** above and the other provisions of this Declaration; and (iii) the maintenance, repair and replacement of any landscaping installed by an Owner as permitted by this Declaration. The cleanliness and orderliness of the Limited Common Elements shall be the responsibility of the individual Owner or Owners having the right to the use and enjoyment thereof.

## ARTICLE V

### RESTRICTIONS, CONDITIONS AND COVENANTS

**Section 5.1 Compliance with Condominium Documents.** Each Owner and Occupant shall comply with all applicable provisions of the Condominium Documents.

**Section 5.2 Enforcement.** The Association, the Declarant during the Declarant Control Period, and any aggrieved Owner, are entitled to commence an action to enforce compliance with the covenants of this Declaration or an action to recover damages and penalties as provided in this Declaration and the Bylaws. The Association, the Declarant during the Declarant Control Period, and any Owner shall have a right of action against Owners and any Owner shall have a right of action against the Association for failure to comply with the provisions of the Condominium Documents. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 5.3 Administration of Condominium.** The Condominium shall be administered by the Association through its Executive Board in accordance with the provisions of the Condominium Documents. The Association may hire agents to administer and carry out its duties as contained in the Condominium Documents.

**Section 5.4 Restrictions on Use.** The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Owner and Occupant:

- (a) **Residential Use.** All Units shall be used for single family residential purposes only. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained or permitted on any part of the Property unless permitted by the Executive Board. To the extent permitted by law, an Owner may use a portion of such Owner's Unit for an office or studio (other than a music or dance studio) provided that the activities conducted therein do not interfere with the quiet enjoyment or comfort of any other Owner or occupant and if such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Unit. Nothing herein shall preclude the leasing of Units for single-family residential use in accordance with the terms of this Declaration.
- (b) **Nuisance.** No obnoxious, offensive or unlawful activity shall be conducted within any Unit, or on or about the Common Elements, nor shall anything be done thereon or therein which may be or which may become an annoyance or nuisance to the other Owners, or endanger the health and safety of any Owner. Nothing shall be done or kept in any Unit or in the Common Elements that will result in the termination of, or an increase in the premium for, the policy of property insurance for the Property.

- (c) Noise and Disorderly Conduct. No Owner shall engage in any disorderly conduct on the Property, or cause or allow any disturbance, including, but not limited to, shouting, singing or playing any musical instruments or electronic equipment (including radios, stereos, televisions, and computer equipment) in a manner that unreasonably disturbs other Owners. The Owner of a Unit shall be responsible for the conduct of such Owner's family members, guests and tenants. It shall be the responsibility of an individual Owner causing unreasonable sound transmissions to remedy the disturbance. In cases where a justifiable complaint exists and is confirmed by the Executive Board, the Executive Board is authorized to engage the services of a qualified engineer to recommend a solution, and the Owner causing the unreasonable sound transmission shall be responsible for the reasonable expenses of the engineer, as well as for the expense of implementing the solution recommended by the engineer.
- (d) Parking. No Owner or any employee, agent, or invitee of any Owner, shall park, store or keep any vehicle on the Property except wholly within designated parking areas, and in particular shall not block any entrances, drive aisles, or fire lanes. Except for vehicles being used by persons providing services to the Declarant, the Association, the Owners, or otherwise used or authorized to be used at the Property by the Declarant, no part of the Property may be used for the parking of any trailer coaches, house trailers, mobile homes, automobile trailers, camp cars, recreational vehicles, campers, commercial trucks,  $\frac{3}{4}$  ton or larger pick up trucks, boats, boat trailers or any other similar vehicles (collectively the "**Special Vehicles**"), unless such Special Vehicles are parked in the garage of the Owner who owns such Special Vehicle and the garage door of such Owner's Unit is completely closed at all times when a Special Vehicle is parked therein, except that (i) recreational vehicles and campers operated by guests of an Owner may be parked on the Owner's driveway for up to seven (7) days (the parking of any such recreational vehicle or camper on such driveway at any time during a day shall constitute being parked on an Owner's driveway for one (1) day under this provision) and the same recreational vehicle or camper may not be parked on such driveway for more than seven (7) days during any thirty (30) day period, and (ii) boats, boat trailers and  $\frac{3}{4}$  ton or larger pick up trucks may be parked on an Owner's driveway for up to two (2) days (the parking of any such boat, boat trailer or truck on the Property at any time during a day shall constitute being parked on the Property for one (1) day under this provision) and the same boat, boat trailer or truck shall not be parked on such driveway for more than two (2) days during any seven (7) day period. Operative vehicles other than Special Vehicles used by a resident of a Unit as a primary source of transportation may be parked in a garage and/or on the driveway for such Unit. However, the residents of any one Unit may not collectively park more vehicles, including Special Vehicles, than can be properly parked in the garage and driveway and in no event shall the number of such parked vehicles exceed the number of bedrooms in the Unit. Inoperative vehicles may not be parked on the Property unless these inoperative vehicles are parked in a garage with the garage door completely closed. No auto maintenance and/or repairs may be performed on the Property except if performed inside the garage of a Unit with the garage door closed.

- (e) Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on the Property or in any Unit, except for a maximum of two (2) dogs or two (2) cats, or one (1) of each, or other household pet, subject to the Rules and Regulations, provided that it is not kept for breeding or commercial purposes, and provided that it is kept subject to the Rules and Regulations of the Association. Dogs, cats or other household pets must be kept within the confines of the Owner's Unit except when being held on a hand leash by the person attending the animal. An Owner shall be responsible for cleaning up after such Owner's household pet. Notwithstanding the above, the Executive Board shall have the right to promulgate Rules and Regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in the Units shall be subject to termination if the Executive Board in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Property or other Units or occupants. No dog house or other structure used or intended for the housing or keeping of the animals may be constructed, placed or maintained on any part of the Common Elements, including the Limited Common Elements. All pets shall be registered and/or inoculated as required by law. Each Owner shall hold the Association harmless from any claim resulting from any action of such Owner's pet, and shall repair, at such Owner's expense, any damage to the Common Elements caused by such Owner's pet. If any Owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines provided in the Bylaws, the Executive Board shall have the right to require the Owner to remove the pet permanently from the Property upon not less than ten (10) days' written notice.
- (f) Exterior Surfaces of Buildings. Unless otherwise approved in writing by the Executive Board, Owners shall not cause or permit anything to be hung, affixed or displayed on the inside and/or outside of windows, doors, walls or on the roof of any Building, including, but not limited to, reflective-type materials, awnings, canopies, shutters, decorative door arrangements, flags (except the American flag), radio or television antenna, and no sign (other than those described in Paragraph 18(h) below and directional signs or signs concerning the use of the Common Elements). Unless otherwise approved in writing by the Executive Board, Owners shall not permit any curtains, shades or other window coverings to be hung inside or outside any windows and/or patios which will show any color other than white or beige tones on the outside.
- (g) Signs. An Owner is permitted to place and maintain one standard "For Sale" or "For Rent" sign only in the window of such Owner's Unit; provided, however, it is of a typical size within the industry. No other sign, which is visible from the outside of Units, may be placed on any part of the Property except as expressly permitted by the Executive Board. An Owner must obtain the prior written consent of the Executive Board in the event an Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry, or desires to maintain other displays of advertising, unless otherwise provided for

under the Rules and Regulations. Notwithstanding the foregoing, Declarant shall have the right to maintain upon the Property advertising signs until Declarant has completed the sale of all Units (including Units to be constructed on the Additional Property), provided those signs comply with applicable governmental regulations.

- (h) Garbage. Trash, garbage or other rubbish shall be deposited by all Owners in covered roll-out containers which shall be stored in the Unit's garage (or in such other location as approved by the Executive Board) and shall not be moved to the curbside earlier than 5:00 p.m. on the day prior to pick up and shall be removed no later than the day of pick up.
- (i) Decks. Decks shall be kept in a clean, neat and orderly condition at all times, and shall not be used for the overnight storage of garbage, or the drying of laundry. No floor covering of any sort (including, but not limited to, indoor/outdoor carpeting) may be installed on any deck, without the prior written consent of the Executive Board. No hot tub or above-ground pool may be installed on any deck. Towels or banners shall not be hung on the deck, and any dead plants shall be removed promptly. No deck shall be used for the storage of bicycles or exercise equipment. No open fires shall be permitted on any part of the Property other than fires in charcoal grills or other similar cooking devices located within the Limited Common Elements provided it does not violate any local governmental rules and regulations.
- (j) Limitations on Common Element Usage. The Common Elements (other than Limited Common Elements that are for the exclusive use of a Unit) shall not be used for storage of personal property of any kind, including, without limitation, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs. Sidewalks, driveways and parking areas shall not be obstructed in any way, or used for other than their intended purposes. Decks may be used only for their intended purposes. In general, no activity shall be carried on nor conditions maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Property or interferes with the quiet enjoyment of other Owners with respect to their Units.
- (k) Distribution of Materials and Picketing. The distribution of any materials on any part of the Common Elements without the prior written consent of the Executive Board is prohibited. Additionally, no person shall engage in any demonstration on any portion of the Common Elements, including, but not limited to, picketing of any Unit or any facilities which comprise the Property marching on the Common Elements, carrying signs or gathering for the purpose of demonstrating without the prior written consent of the Executive Board.
- (l) Structural Alterations. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building.



- (m) Non-Discrimination. No Owner (including the Declarant) or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed or national origin in the sale, lease or rental of any Unit nor in the use of the Common Elements.
- (n) Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to either the Unit or the Common Elements (including any change to the color of the exterior of any Building), be made, until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board.
- (o) Satellite Dish/Antenna. An exterior satellite dish or antenna may be placed on the exterior of any Unit or in the Common Elements immediately adjacent to a Unit so long as the location thereof is approved in writing by the Executive Board prior to installation, and the same is no larger than eighteen inches (18") in diameter.
- (p) Insurance. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance of the Buildings or contents thereof without the prior written consent of the Executive Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.
- (q) Fencing. No fencing (including invisible dog-type fencing) or walls shall be permitted on the Common Elements or Limited Common Elements with the exception of those installed by Declarant, without the prior written consent of the Executive Board.
- (r) Landscaping. No Owner shall install any landscaping and/or plant any vegetable or herb garden in the Common Elements or in the Limited Common Elements (except for the planting of minor flowers) unless the prior written consent of the Executive Board is obtained.
- (s) Handicap Accessibility. Notwithstanding the other provisions herein, an Owner may, at his and/or her expense, have such reasonable modifications made to the interior and exterior of his and/or her Unit and the Common Elements or Limited Common Elements as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Unit or the Common Elements or Limited Common Elements shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract and such plans and specifications as are

approved by the Executive Board. The Owner and the approved contractor shall provide an adequate performance bond for the benefit of the Association.

The foregoing notwithstanding, Declarant shall have the right, with respect to any Units or other improvements added pursuant to the exercise of its development rights, to alter or differentiate the restrictions applicable to such Units in the supplemental declaration annexing such units.

**Section 5.5 Alterations of Common Elements.** No Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct 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 Executive Board.

**Section 5.6 Lease of a Unit.** Any lease or rental of a Unit shall be for the entire Unit, shall be in writing, and shall be subject to the Condominium Documents. No lease or rental of Unit shall be for less than four (4) days and three (3) nights. Any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Other than the foregoing restrictions, each Owner shall have the full right to lease his Unit. Lessees under short and long term leases shall comply with the Rules and Regulations. Owners shall be responsible for any noncompliance or damage to Common Elements caused by their lessees.

**Section 5.7 Rules and Regulations.** In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations may be promulgated and amended from time to time by the Executive Board ("**Rules and Regulations**").

**Section 5.8 Restrictions, Conditions and Covenants to Run with the Land.** Each 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, his heirs, successors and assigns, and shall inure to the benefit of every Owner.

## ARTICLE VI

### LAMPLIGHTER VILLAGE OWNERS' ASSOCIATION, INC.

**Section 6.1 Organization of Association.** A nonprofit North Carolina corporation known and designated as Lamplighter Village Owners' Association, Inc. has been organized to provide for the administration of the Property, and the Association shall administer the operation and maintenance of such Property and undertake and perform all acts and duties incident thereto in accordance with the terms of the Condominium Documents. Every Owner shall be required to be and shall automatically be a member of the Association by virtue of his ownership interest in a Unit.

**Section 6.2 Powers; Lien for Assessment.** In the administration of the operation and management of the Property, the Association shall have and it is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the

manner provided in **Article VIII** hereof and the Bylaws, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units and Common Elements as the Executive Board may deem to be in the best interest of the Association in accordance with the Bylaws. Any sum assessed by the Association remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the Unit with respect to which such sum was assessed upon filing in accordance with N.C.G.S. 47C-3-116, and shall be enforceable by the Association in accordance with N.C.G.S. 47C-3-116 and the Bylaws.

**Section 6.3 Period of Declarant Control.** The Executive Board shall be appointed by the Declarant until the earlier to occur of (“**Declarant Control Period**”) (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the maximum number of Units which Declarant may create on the Property (including any Units on Additional Property which may be added pursuant to **Article XII** hereof) which may be created pursuant to Special Declarant Rights) to Owners other than a Declarant; (ii) two years after the Declarant ceases to offer any Units for sale in the ordinary course of business; (iii) two (2) years after any development right to add new units was last exercised; and (iv) the date upon which Declarant voluntarily surrenders control of the Condominium in writing. Thereafter, in accordance with the Bylaws, the Owners shall elect an Executive Board. Within sixty (60) days after conveyance of twenty-five percent (25%) of the maximum number of Units which Declarant may create on the Property (including any Units on Additional Property which may be added pursuant to **Article XII** hereof) to Owners other than the Declarant, at least one director and not less than twenty-five percent (25%) of the directors of the Executive Board shall be elected by Owners other than Declarant. Within sixty (60) days after conveyance of fifty percent (50%) of the maximum number of Units which Declarant may create on the Property (including any Units on Additional Property which may be added pursuant to **Article XII** hereof) to Owners other than Declarant, not less than thirty-three percent (33%) of the directors of the Executive Board shall be elected by Owners other than Declarant.

**Section 6.4 Books and Records.** The Association shall maintain current copies of: (a) the Condominium Documents, as they may be amended from time to time, (b) any Rules and Regulations adopted under **Section 5.7** from time to time; and (c) all financial records of the Association, as required by N.C.G.S. §47C-3-118. These items shall be available for inspection, during normal business hours and upon reasonable advance notice, by any Owner, any Mortgagee, any prospective purchaser of a Unit and any insurer or guarantor of a loan secured by a Mortgage. Any Owner or Mortgagee may have audited financial statements prepared at its own expense.

## ARTICLE VII

### EASEMENTS AND PROPERTY RIGHTS.

**Section 7.1 Easements of Owners and Executive Board with Respect to Common Elements.** Each Owner shall have a perpetual, nonexclusive easement in common with all other Owners to use all pipes, chutes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to a perpetual nonexclusive easement in favor of all other Owners to use the pipes, chutes, wires, ducts, cables, conduits, public utility lines, and other Common Elements serving

such other Units and located in such Unit. The Association, or any person authorized by the Executive Board shall have the right of access to each Unit and to the Limited Common Elements to the extent necessary for performance by the Association of its obligations of maintenance, repair, or replacement of the Common Elements.

**Section 7.2 Encroachment Easements.** If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if such encroachment shall occur hereafter as a result of the settling or shifting of the Building, there shall exist a valid easement for the encroachment and for the maintenance of same for so long as the Building shall stand. In the event the Building, any Unit, or any portion of the Common Elements shall be partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, and shall thereafter be rebuilt, encroachment of parts of the Common Elements upon any Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

**Section 7.3 Granting of Easements by Executive Board.** Declarant, during the Declarant Control Period, and the Executive Board, at any time, may grant easements for utility purposes for the benefit of the Property or any property to be incorporated by Declarant in the Condominium, including the right to install, lay, maintain, repair and replace water lines; pipes; ducts; sewer lines; gas mains; telephone and television or cable television wires, cables and equipment; electrical conduits; and wires over, under, along and on any portion of the Common Elements; and each Owner hereby grants to Declarant or the Executive Board, as applicable, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the foregoing. During the Declarant Control Period, Declarant shall have an easement over the Common Elements as may be reasonably necessary to complete the construction of the Buildings and the other improvements within the Property or upon any Additional Property that Declarant intends to bring into the Condominium in accordance with **Section 12.2.**

**Section 7.4 Emergency Access.** In case of any emergency originating in or threatening any Unit or the Common Elements, regardless of whether the Owner is present at the time of such emergency, the Association, or any other person authorized by the Executive Board, shall have the right to enter any Unit for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate.

**Section 7.5 Easements for Ingress and Egress and Reservation of Alienable Easements by Declarant.** Easements for ingress and egress are reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Elements and facilities; and for vehicular traffic over, through and across all streets as from time to time may be paved and intended for such purposes, for all Owners, their guests, invitees and lessees, the Association, the Declarant, its successors and assigns.

**Section 7.6 Alterations.** A Unit may be altered by an Owner pursuant to N.C.G.S. 47C-2-111; provided each of the following conditions are met:

(a) Before commencing any alteration of the Unit, the Owner of such Unit shall notify the Executive Board in writing.

(b) The materials and construction methods used in altering walls must be substantially the same as the materials and construction methods used for existing walls in the Building.

(c) No work shall be performed which would materially and adversely affect the structural soundness and integrity of the Building or any portion thereof.

(d) The Owner of the Unit being altered shall have the sole responsibility for payment of all costs of all work performed, for appropriately permitting the alteration and for assuring that all work is performed in a workmanlike manner. The Owner of the Unit shall indemnify and hold the Association and all other Owners harmless from and against any and all loss, cost, or damage arising out of such alteration.

**Section 7.7 Conveyance of or Lien Against the Common Elements.** While Property remains subject to this Declaration and to the provisions of the Act, no conveyances of or liens of any nature shall arise or be created against the Common Elements except with the written consent of the Owners entitled to cast at least eighty percent (80%) of the votes in the Association, including at least eighty percent (80%) of the votes entitled to be cast by Owners other than Declarant, and at least eighty percent (80%) of all Mortgagees. Every agreement for the performance of labor or the furnishing of materials to Common Elements whether oral or in writing must provide that the right to file a mechanic's lien or other similar lien by reason of labor performed or material furnished is subordinated to this Declaration and to the lien of assessments for Common Expenses provided for in this Declaration. Provided, however, that nothing in this Section shall be construed to limit the right of any Owner to convey or to encumber his undivided interest in the Common Elements as an appurtenance to and in connection with the conveyance or mortgaging of his Unit.

**Section 7.8 Nature of Interest in Unit.** Every Unit, together with its allocated interest in the Common Elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the Owner thereof shall be entitled to the exclusive fee simple ownership and possession of his Unit subject only to the covenants, conditions, restrictions, easements, uses, limitations, obligations, Rules and Regulations, resolutions and decisions adopted pursuant hereto and as may be contained herein and in the accompanying Bylaws and in the minutes of the Executive Board.

**Section 7.9 Relocation of Boundaries; Subdivision.**

(a) **Relocation of Boundaries Between Adjoining Units.** Following the recordation of this Declaration, the boundaries between adjoining Units may be relocated only upon application to the Executive Board by the Owners of such adjoining Units ("**Adjoining Owners**") and upon approval by the Executive Board of such application; provided, however, that no such relocation of boundaries shall be binding upon any Mortgagee holding a Mortgage on any Unit whose boundaries are relocated, unless consented to in writing by such Mortgagee.

Any such application to the Executive Board must be in such form and contain such information as may be reasonably required by the Executive Board, and shall be accompanied by a plat detailing the proposed relocation of boundaries. Unless the Executive Board determines within thirty (30) days after submission to it of the application (including any supporting plans, engineering reports or other information that the Executive Board may reasonably request) that the proposed relocation of boundaries is unreasonable, the application shall be deemed approved. Upon approval of the proposed relocation of boundaries, the Executive Board shall cause to be prepared and filed, at the Adjoining Owners' expense, an amendment to this Declaration and a plat which identifies the Units involved, describes and depicts the altered boundaries, and gives the dimensions of the altered Units. Such amendment shall also contain operative words of conveyance and be signed by the Adjoining Owners and consented to by their Mortgagees, if any, and shall be indexed by the Register of Deeds in the names of the Adjoining Owners.

(b) Subdivision of Units. Following the recordation of this Declaration, Units may be subdivided only upon application to the Executive Board by the Owner of the Unit to be subdivided ("**Subdividing Owner**") and upon approval by the Executive Board of such application; provided, however, that no such subdivision shall be binding upon any Mortgagee holding a Mortgage on any subdivided Unit, unless consented to in writing by such Mortgagee.

Any such application to the Executive Board must be in such form and contain such information as may be reasonably required by the Executive Board, and shall be accompanied by a plat detailing the proposed relocation of boundaries and an opinion letter from an attorney acceptable to the Executive Board confirming that the proposed subdivision and the resulting Units shall comply with the terms of the Declaration and applicable zoning and subdivision ordinances, including any applicable laws regarding minimum parking requirements. Unless the Executive Board determines within thirty (30) days after submission to it of the application (including any supporting plans, engineering reports or other information that the Executive Board may reasonably request) that the proposed subdivision is unreasonable, the application shall be deemed approved. Upon approval of the subdivision, the Executive Board shall cause to be prepared and filed, at the Subdividing Owner's expense, an amendment to this Declaration and a plat which identifies the Unit involved, describes and depicts the new Units created, and gives the dimensions of the altered Units and reallocates among the newly created units (based upon the total number of newly created Units) the vote, and the interests in the Common Elements which were formerly allocated to the subdivided Unit. For example, if a Unit is subdivided into two Units, then each new Unit shall constitute one-half of a Unit and have one-half of a vote in the Association for the purposes hereof, such that the total number of Units and votes in the Association remains constant. Such amendment shall also contain operative words of conveyance and be signed by the Subdividing Owner and consented to by its Mortgagee, if any, and shall be indexed in the Registry in the name of the Subdividing Owner.

(c) Partitioning. The interests in the Common Elements allocated to each Unit shall not be conveyed, devised, encumbered, partitioned or otherwise dealt with separately from said Unit, and the interests in the Common Elements allocated to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interests are not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to or upon the Unit, shall be null, void and of no

