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REBECCA P. TUCKER  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
AIRLIE PLACE TOWNHOUSES

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Developer: Airlie Place, Inc.  
Wilmington, North Carolina

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
AIRLIE PLACE TOWNHOUSES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 25th day of November, 1985, by AIRLIE PLACE, INC., a North Carolina corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

THAT WHEREAS Declarant is the owner of certain real property located in Harnett Township, New Hanover County, North Carolina, which is more specifically described in Exhibit A attached hereto and made a part hereof by this reference; and,

WHEREAS, Declarant intends to and shall convey the real property described in Exhibit A subject to certain covenants, conditions and restrictions as set out hereinafter; and,

WHEREAS, Declarant owns other real property which adjoins and is adjacent to the real property described in said Exhibit A which other said real property is described in Exhibit B attached hereto and made a part hereof by this reference; and,

WHEREAS, the said real property described in Exhibit A shall be known as Airlie Townhouses - Phase I; and,

WHEREAS, it is Declarant's intention that the real property described in said Exhibit B shall be developed as additional phases of Airlie Place Townhouses and made subject to the terms of this Declaration of Covenants, Conditions and Provisions, as the same may be amended from time to time.

NOW, THEREFORE, Declarant hereby declares that all of the real property above described in said Exhibit A shall be held, conveyed and sold subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1: "Association" shall mean and refer to Airlie Place Property Owner's Association, Inc., its successors or assigns.

Section 2: "Board of Directors" shall mean and refer to the duly elected Board of Directors of Airlie Place Property Owner's Association, Inc. who shall be elected and serve in a manner prescribed in the By-Laws of said Association.

Section 3: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Being all of that area shown and designated as Common Area on the map of Airlie Place Townhouses - Phase I recorded in Plat Book 25 at Page 125 of the New Hanover County Registry; the said common areas being further described as being all of the areas shown on the aforesaid map of Airlie Place Townhouses - Phase I with the exception of limited common areas, if any, as shown on said map and Lots numbered 1 and 6 inclusive.

Section 4: "Declarant" shall mean and refer to Airlie Place, Inc. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. The address of Declarant is: Airlie Place, Inc., 14 South Fifth Street, Wilmington, North Carolina 28401.

Section 5: "Declaration" shall mean and refer to this instrument as the same may be amended or supplemented from time to time.

Section 6: "Eligible Mortgage Holder or Eligible Holders" shall mean the holder of a first mortgage or lien on a Lot who has requested notice of certain matters from the Association.

Section 7: "Limited Common Area" shall mean and include those common areas and facilities which are reserved for the use of a certain Lot or Lots to the exclusion of any other Lot or Lots as more specifically shown on the map or maps of Airlie Place Townhouses, all phases.

Section 8: "Lot" shall mean and refer to any of the Lots numbered 1 and 6, inclusive, as shown on the map of Airlie Place Townhouses - Phase I recorded as aforesaid together with the structure or dwelling thereon which structure or dwelling may be separately referred to hereinafter as "Townhouse", "Townhouse Unit" or "Unit", and shall also refer to any other

number Lots as may be shown on any supplemental or additional maps establishing additional phases of Airlie Place Townhouses.

Section 9: "Map" shall mean and refer to that certain map of Airlie Place Townhouses - Phase I recorded in Plat Book 25 at Page(s) 125 of the New Hanover County Registry and any supplemental maps that may be recorded if Declarant shall add additional phases of Airlie Place Townhouses to the Properties.

Section 10: "Mortgagee" shall mean a beneficiary under a mortgage or deed of trust on a Lot.

Section 11: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12: "Properties" shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

#### ARTICLE II: PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds by two-thirds of each class of members has been recorded;

(d) the right of the Association to limit the number of guests or members;

(e) the right of the Association to impose rules and regulations for the use and enjoyment of the common areas and facilities which regulations may further restrict the use of such common areas and facilities.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. If, however, any owner shall rent his Unit, then, in such event, such rental shall be subject to the following provisions in addition to all other provisions of this Declaration:

(a) That the Unit will be rented and operated in compliance with all terms and conditions of this Declaration and the Articles of Incorporation and By-Laws of the Association, together with all amendments from time to time made thereto.

(b) That any rental agreement or lease shall be made expressly subject to the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, and all rules and regulations adopted by the Association.

(c) That such rental by an owner shall not relieve the owner of fully complying with all the terms of this Declaration and the Articles of Incorporation and By-Laws of the Association.

(d) That, upon notice from the Association, of continued tenant violations of this Declaration, the Articles of Incorporation and the By-Laws of the Association, or the rules and regulations duly adopted by the Association, the owner will take necessary action, at owner's cost, to have the violating tenant removed from the Unit.

Section 3: Parking. Parking space for each Unit shall be as specifically shown on the map of each phase of Airlie Place Townhouses and no owner shall have any right to parking except in the space specifically designated for such owner's Unit. Such parking areas for each Unit, together with a right for ingress and egress to and from said parking spaces shall be designated on said map as limited common area.

Section 4: Rights Reserved To Declarant. Until such time as the Developer, as Declarant, has completed and sold all of the townhouse units that may be subject to this Declaration, as the same may be amended from time to time or supplemented, including the townhouse units contemplated by Declarant in additional phases, or the cessation of Class B membership in the Association, whichever first occurs, neither the owners of townhouse units or the Association shall interfere in any manner with the completion of the improvements, including additional units, contemplated by the Declarant on the real property described in Exhibit A or Exhibit B. The Declarant may make such use of the common areas and the unsold units as may facilitate such completion and sale, including but not limited to, maintaining a sales office, the showing of property, the

construction of new units and other improvements and the display of signs. Further, the Declarant reserves unto itself that are submitted, or may be submitted, to this Declaration to erect, construct, maintain and repair, electric and telephone data and energy, to construct and maintain water lines, mains, pipes, pumping stations, sewer lines and other equipment for the delivery and use of electricity, communications, water and sewer services. The Declarant may grant and give such easements as it deems necessary to have provided the above-referenced utilities.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Lots with the exception of the Declarant and such Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1990.

Section 3. The affairs of the Association shall be governed by its Board of Directors, the members of which shall be elected and serve in the manner set out in the By-Laws of the Association.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall

be so expressed in such deed, is deemed to and does hereby covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and,
- (b) Special assessments for capital improvements or such other items as may be set forth hereinafter, such assessments to be established and collected as hereinafter provided; and,
- (c) To the appropriate governmental taxing authority a prorata share of ad valorem taxes levied against the common areas and facilities and limited common areas and facilities if the Association shall default in the payment thereof for a period of four (4) months after the initial due date of such ad valorem taxes all as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, limited common areas and other purposes as set out elsewhere in this Declaration or in the By-Laws of the Association.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual regular assessment shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual regular assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership as hereinafter set forth.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual regular assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each

class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual regular assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or otherwise as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the common area except that annual assessments shall not commence for any Lot until a certificate of occupancy has been issued for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The

Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum or the maximum rate allowed by law if less than 18%. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

Section 10. Working Capital Assessment. At the time title to a Lot is conveyed to an Owner each such Owner shall contribute to the Association as a working capital reserve an amount equal to two (2) months estimated common area assessment. Such funds shall be used solely for initial operating and capital expenses of the Association such as prepaid insurance, supplies and the common areas and facilities, furnishings and equipment, etc. Amounts paid into the working capital fund are not to be considered as advance payment of regular assessments. Any working capital funds remaining at the end of the first full

operating year shall be transferred to and become part of the general funds of the Association at the discretion of the Board of Directors of the Association.

ARTICLE V: ELIGIBLE MORTGAGE HOLDERS

To the extent permitted by law, an eligible mortgage holder upon written request to the Association, identifying the name and address of the holder, will be entitled to written notice of:

- (a) Any condemnation, loss or casualty loss which affects a material portion of the project or any Lots on which there is a mortgage held by such eligible mortgage holder.
- (b) Any delinquency in payment of assessments or charges owed by an Owner of the Lot subject to a first mortgage held, by such Eligible Holder which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.
- (e) In addition to the foregoing rights, the Eligible Mortgage Holders shall be afforded the following rights subject to the extent permitted by law and as allowed by the North Carolina General Statutes as they now exist or as may be amended from time to time.
  - (1) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of at least 51% of the votes of the unit estates subject to mortgages held by Eligible Mortgage Holders.
  - (2) Unless otherwise provided in the Declaration or By-Laws, no reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the project may be affected without the prior approval of Eligible Holders holding mortgages on all remaining unit estates whether existing whole or in part, and which have at least 51% of the votes of such remaining unit estates subject to Eligible Holders of mortgages.

ARTICLE VI: INSURANCE

Section 1. Each Owner of an individual Lot and Unit in Airlie Place Townhouses shall at all times keep the Unit constructed upon his or her Lot (except personal property within a Unit) insured against loss or damage by fire or other hazards normally insured against at 100% of the replacement cost and such other risks, including public liability insurance, upon such terms and in such amounts as may be reasonably necessary to protect the property, the individual Lot and Unit Owners, and any lending institution or institutions

holding liens on individual townhouse units. Each such policy shall contain an inflation award endorsement. This insurance shall be payable in case of a loss to the individual townhouse Units. This insurance shall be payable in case of a loss to the individual Lot Owner and his or her mortgagee, if any, and the Board of Directors of the Association (or its designee) on behalf of the Association, as Trustee for all Owners of townhouse Units and their mortgagees to insure compliance with this Declaration with respect to replacement or repair on behalf of townhouse structure. The Trustee so named shall have the authority on behalf of the Association to deal with the insured Lot Owner and the insurer or insurers in the settlement of claims. Each owner, upon acquiring a Unit in Airlie Place Townhouses, shall immediately procure insurance as specified above, that is payable to the Board of Directors or its designee as Trustee and to the individual Lot Owner. Each Owner shall keep evidence of this insurance coverage, including the payment of the annual premiums on file with the Board of Directors of the Association. If a Lot Owner fails to acquire appropriate insurance as above specified, the Board shall have the authority and is hereby directed to obtain insurance for the Owner and to assess the Owner's townhouse Unit and Lot with the complete cost of the insurance and any out of pocket expenses incurred by the Board in obtaining same. The amount so assessed shall be due and payable in full when the next monthly assessment against the Lot is due to the Homeowners Association. It is the policy and intent of this section that the individual Owner shall use discretion in choosing his or her own insurance company; provided, however, the Board is authorized to procure insurance in the event the individual Lot Owner fails to do so.

Insurance as required hereby shall be obtained without prejudice to the rights of each individual Lot Owner to insure his or her personal property for his or her own benefit, and any Lot Owner or occupant may obtain additional insurance at his or her own expense; provided, however, that no Owner or occupant shall be entitled to exercise this right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors or its designee as Trustee for all the Owners may realize under any insurance policy in force on the project at any particular time. In no event shall the insurance coverage required by the Board of Directors or its designee be brought into

contribution with insurance acquired by any individual Owner or his mortgagee(s).

As an additional annual assessment, the Association shall levy against the owners equally in amounts sufficient to pay the annual costs of all public liability and common area insurance premiums for the Association itself and its members, officers, directors and employees. This levy shall also apply for monies needed to insure any individual townhouse Unit until the special assessment is collected from any defaulting Lot Owner.

The Homeowners Association shall at all times keep the common area property insured against loss or damage by fire or other hazards normally insured against at 100% of replacement cost and such other risks as public liability insurance, in such terms and in such amounts as may be reasonably necessary from time to time to protect the common property on behalf of the Association. The association shall also obtain and pay for bonds for the directors and officers of the Association, as a part of the annual assessments.

Because each individual townhouse Unit is vested in each Owner in fee simple, this Declaration has provided for the maintenance of mandatory insurance for protection of each Unit for the common good and welfare of the total development, especially for each block or phase of townhouse Units. This Declaration imposes a mandatory obligation on each individual Lot Owner to obtain insurance on his or her townhouse Unit. In case of any damage to or any destruction of any townhouse Unit or any part thereof, the individual Owner shall notify the Association as well as the insurer in writing within thirty (30) days of the date of the occurrence causing such damage or destruction. It is the policy of this Declaration, to promote the general welfare of the Lot owners and the desirability of this development, that individual townhouse Units damaged or destroyed by fire or other casualties should be restored, replaced or rebuilt to the extent possible to the condition existing prior to the fire or other casualty. The individual Lot Owner affected by the fire or other casualty, in cooperation with the Board shall contract immediately for restoration for repair of the damaged Unit or Units. The individual Unit Owner shall be responsible for contracting the reconstruction or repair of the structure, subject, however, to the approval of the Board of Directors of the

Association or its architectural committee, which approval shall not be unreasonably withheld. Upon completion of the reconstruction, or periodically as necessary, the Board of Directors of the Association as Trustee (or its designee), and the individual Lot Owner, through a special joint bank account, shall pay for the reconstruction or repair of the townhouse Unit from the insurance proceeds. In the event there is a deficit between the amount of insurance proceeds available and the cost of reconstruction or repair of the townhouse Unit on a given Lot, the Lot Owner shall be solely responsible for paying this deficit within a reasonable time. If the Lot Owner fails to pay this deficit within a reasonable time, the Board shall have the right to assess, by special assessment, against said Lot any amount necessary to complete the repair of the damaged dwelling Unit. If there is any surplus in the insurance funds after the repair or reconstruction of the dwelling then this shall be disbursed to the individual Lot Owner and his mortgagee, if any, as a respected interest may appear. In the event of a dispute between the Board, or its designee, as Trustee, and any Lot Owner with a respect to the payment of insurance proceeds, then the parties shall submit the dispute to arbitration pursuant to the applicable statutes of North Carolina. The Lot Owner shall choose one arbitrator and the Board of Directors or its designee, as Trustee, shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators, and their decision shall be binding on all the parties.

Section 2: Fidelity bonds shall be maintained as follows:

(a) The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all of the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at an given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less

than a sum equal to three months aggregate assessments on all Units plus reserve funds.

(c) Fidelity bonds required herein must meet the following requirements:

- (i) Fidelity bonds shall name the Association as an obligee.
- (ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.
- (iii) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.
- (iv) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association if a condominium project, to any insurance trustee and each Eligible Mortgage Holder.

ARTICLE VII: RECOMMENDATION OF RENTAL AGENTS

At the annual meeting of the Association, or such other meeting of the Association as is designated by the Board, the Board may, upon notice to the owners, recommend for the approval of the Association one or more agents for the rental of units during the forthcoming year. Prior to recommending agents for the approval of the Association, the Board shall have authority to require any agent desiring to qualify as an approved agent to submit a copy of the proposed rental agreement to be used by such agent, together with such other information as the Board may reasonably require. The Board may require, as a condition of approval, that all rental agreements incorporate such standard procedures as may be required to minimize problems of security, maintenance, quality and operation of the common areas and facilities of the property. Neither the Association nor the Board shall have, or attempt to impose as a condition of approval, any control over the commission schedule or fees charged by an approved rental agent, or the permissible period of rental, all of which shall be for the sole determination of the approved rental agent and any owner selecting such agent. Each owner shall have the absolute right to enter into any direct rental, lease or sales arrangement with renters, lessees and purchasers which shall be

consistent with the Declaration, By-Laws of the Association and such other regulations as may from time to time be promulgated by the Association and/or Board. Nothing herein shall be construed as creating or authorizing any rental pooling or as requiring the rental of a Unit by an Owner or as restricting the owner's use of this Unit. If any court of law, governmental regulatory body having appropriate jurisdiction or approved legal counsel to the Association determines that any portion of this provision is unlawful or would require registration of the offering of any Lot as a security, then such portion of this provision shall be invalid until such requirement is eliminated.

ARTICLE VIII: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX: MAINTENANCE OF EXTERIOR AND OF LIMITED COMMON AREAS

In addition to the maintenance and repair of the common area the Association shall be responsible for and provide for the maintenance and repair of the exterior surfaces of the Units and all limited common areas such as, by way of example but not in limitation, painting, repairing, replacing of exterior siding, roofs, gutters, downspouts, exterior building surfaces, decks, patios, trees, shrubs, grass, walks, driveways, parking areas and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing there is hereby reserved to the Association the right to unobstructed access over, upon and across each Lot and its limited common area, if any, at all reasonable times to perform maintenance as provided in this Article.