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RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

**DECLARATION OF CONDOMINIUM, COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS**

OF

**PONTIAC PLACE, a Condominium**

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ARTICLE 1

DEFINITIONS

Section 1.1. **Submission of Property.** COOKE CROUCH GARRETT ENTERPRISES, LLC a North Carolina limited liability company, with the address of 6314 Oleander Drive, Wilmington, North Carolina 28403 ("Declarant"), owner in fee simple of the real estate described in Exhibit "A", located within the County of New Hanover, and State of North Carolina, hereby submits such real estate, including all improvements, easements, rights and appurtenances thereunto belonging to the provisions of Chapter 47C of the General Statutes of North Carolina, known as the North Carolina Condominium Act ("Condominium Act") and hereby creates with respect to said real estate a condominium to be known as PONTIAC PLACE, a Condominium

Section 1.2. **Definitions.** As used in the Condominium Documents, the following words and phrases shall have the following meanings:

a. "Allocated Interests" means the undivided interest in the Common Elements and Common Expense liability, and votes in the Association, allocated to Units in the Condominium. The Allocated Interests are described in Article 7 of this Declaration and shown on Exhibit "B".

b. "Association" means PONTIAC PLACE UNIT OWNERS' ASSOCIATION, INC., a nonprofit corporation organized under Chapter 55A of the General Statutes of North Carolina. It is the Association of the Unit Owners pursuant to Section 47C-3-101 of the Condominium Act.

**DRAWN BY** Stephen Cone  
**RETURNED TO**

c. "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.

d. "Common Elements" means all portions of the Condominium other than the Units.

e. "Common Expenses" means the expenses or financial liabilities for the operation of the Condominium. These include:

(i) Municipal water service to each Unit of the Condominium and to the common areas, trash service for each Unit and/or the Condominium, sewer charges for each Unit and the Condominium;

(i) expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) expenses declared to be Common Expenses by the Condominium Documents or by the Condominium Act;

(iii) expenses agreed upon as Common Expenses by the Association; and

(iv) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

f. "Condominium" means the real property described in Exhibit "A".

g. "Condominium Documents" means this Declaration, the Plats and Plans recorded and filed pursuant to the provisions of the Condominium Act, the Bylaws, and the Rules and Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Condominium Document is a part of that Condominium Document.

h. "Declarant" means COOKE, CROUCH, GARRETT ENTERPRISES, LLC a North Carolina limited liability company, or their successors as defined in Section 47C-1-103(9) of the Condominium Act.

i. "Development Rights" means any rights reserved by the Declarant under Article 6 of this Declaration to create Units, Common Elements, and Limited Common Elements within the Condominium and to withdraw and add real estate from and to the Condominium.

j. "Declarant Control Period" means the period prior to the earlier of:

(i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units which may be created, to Unit Owners other than the Declarant;

(ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business;

(iii) seven (7) years after the first Unit is conveyed to a Unit Owner other than Declarant.

k. "Director" means a member of the Executive Board.

l. "Eligible Mortgagee" means an institutional lender holding a first mortgage or first deed of trust ("First Mortgage") encumbering a Unit that has notified the Association in writing of its status, stating both its name and address and the Unit number or address of the Unit its First Mortgage encumbers, and has requested all rights under the Condominium Documents. For purposes of Article 16 only, when any right is to be given to an Eligible Mortgagee, such right shall also be given to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmers Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages if the Association has notice of such participation.

m. "Executive Board" means the Board of Directors of the Association.

n. "Improvements" means any construction, structure, fixture or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility lines, pipes, light poles, and sign posts.

o. "Limited Common Elements" means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all the Units by the Declaration or by operation of section 47C-2-102(2) and (4) of the Condominium Act. The Limited Common Elements in the Condominium are described in Article 3 of this Declaration.

p. "Majority or Majority of Unit Owners" means the owners of more than fifty percent (50%) of the votes in the Association.

q. "Manager" means a person, firm or corporation employed or engaged to perform management services for the Condominium and the Association.

r. "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 22.1 of this Declaration.

s. "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 22.2 of this Declaration.

t. "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

u. "Plats and Plans" means the Plats and Plans recorded simultaneously with this Declaration in Condominium Book II, Pages 88 through 91, constituting a part hereof, as the same may be amended from time to time.

v. "Property" means the land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Condominium Act by this Declaration.

w. "Rules and Regulations" means Rules and Regulations for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration.

x. "Security Interest" means an interest in real estate or personal property, created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

y. "Special Declarant Rights" means the rights reserved for the benefit of a Declarant to:

(i) complete Improvements indicated on the Plats and Plans filed with the Declaration;

(ii) exercise any Development Rights;

(iii) maintain sales offices, management offices, signs advertising the Condominium, and models;

(iv) use easements through the Common Elements for the purpose of making Improvements within the Condominium; or

(v) appoint or remove any officer of the Association or any Executive Board member during the Declarant Control Period.

z. "Trustee" means the entity which may be designated by the

Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

a.a. "Unit" or "Suite" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Declaration.

b.b. "Unit Owner" or "Suite Owner" means the Declarant or other Person who owns a Unit. Unit Owner does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

## ARTICLE 2

### MAXIMUM NUMBER OF UNITS; BOUNDARIES

Section 2.1 **Maximum Number of Units or Suites.** The Condominium will contain twenty (20) Units or Suites of which eighteen (18) shall be for residential and commercial use, (hereinafter referred to as "residential/commercial",) and two (2) shall be restricted to commercial use only. One additional commercial use only suite may be added by Declarant herein pursuant to Section 6.1(c) and Section 6.1(d) hereinbelow.

Section 2.2 **Boundaries.** Boundaries of each Unit created by this Declaration are shown on the Plats and Plans and are described as follows:

a. **Upper Boundaries:** The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters and the unfinished inner surfaces at sky lights, extended to an intersection with the vertical perimeter boundaries.

b. **Lower Boundary:** The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors extended to an intersection with the vertical perimeter boundaries and open, horizontal, unfinished surfaces of trim, sills and structural components.

c. **Vertical Perimeter Boundary:** The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of the masonry walls; the unfinished

surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

d. Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Subsections 2.2 a, b, and c, above, and will also include the spaces and Improvements within such spaces containing any space heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, and surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

e. Exclusions: Except when specifically included by other provisions of Section 2.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsections 2.2a, b, and c, above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

f. Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures that are detached or semi-detached from the building containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their noncontiguity.

g. Inconsistency with Plats and Plans: If this definition is inconsistent with the Plats and Plans, then this definition will control.

h. The Units of the Condominium are more particularly described as follows:

There are 18 commercial/residential Units containing the following enclosed area:

Unit A	656	sq. feet
Unit B	657	sq. feet
Unit C	739	sq. feet
Unit D	575	sq. feet
Unit E	575	sq. feet
Unit F	575	sq. feet
Unit G	575	sq. feet
Unit H	575	sq. feet
Unit I	668	sq. feet

Unit J	1137	sq. feet
Unit K	766	sq. feet
Unit L	939	sq. feet
Unit M	939	sq. feet
Unit N	939	sq. feet
Unit O	805	sq. feet
Unit P	485	sq. feet
Unit Q	1350	sq. feet
Unit R	1726	sq. feet

There are 2 commercial use only Units ("Suites") containing the following enclosed area:

Suite 1	1416	sq. feet
Suite 2	880	sq. feet

i. Units are designated by Letter or Suite Number as shown on the Plats and Plans.

j. Annexed hereto and made a part hereof as Exhibit B is a list of all Units in the building. The Unit designation, location, area, Common Elements and Limited Common Elements are shown on the floor plans of the building recorded simultaneously herewith which have been certified to be true and correct by Michael Kersting, a Registered Architect, pursuant to G.S. 47C-2-109. The percentage of interest of each Unit in the Common Elements has been determined on the basis of the proportion which the square footage of each Unit bears to the total square footage of all Units.

### ARTICLE 3

#### LIMITED COMMON ELEMENTS

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

a. If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, skylight or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

b. Any shutters, awnings, doorsteps, porches, terraces, and each exterior door and window or other fixture designed to serve a single Unit that is located outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

c. Stoops and steps at the entrances to a building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

d. Walkways, driveways and HVAC systems shown on the Plats and Plans.

e. Utility areas, the use of which is limited to the Unit or Units as shown on the Plats and Plans, if any.

f. Storm windows and storm doors, if any, will be Limited Common Elements of the Unit which they serve.

g. Exterior doors and windows will be Limited Common Elements allocated to the Units sheltered.

h. Mailboxes, nameplates, and exterior lighting affixed to the building will be Limited Common Elements allocated to the Unit served.

i. Any Parking Area specifically assigned to a particular Unit or Suite as shown on the Plats and Plans, or as assigned by the Declarant or Association as provided hereinbelow, shall be a Limited Common Element of and for the particular Unit or Suite to which it is assigned.

#### ARTICLE 4

##### MAINTENANCE, REPAIR AND REPLACEMENT

Section 4.1. **Common Elements.** The Association will maintain, repair and replace all of the Common Elements, including Garage/Parking areas, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 4.2. **Units.** Each Unit Owners shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 4.3. **Limited Common Elements.** Any Common Expense associated with the maintenance, repair or replacement of a heat exchanger, heat outlet, enclosures, mechanical attachments and Garage/Parking areas will be assessed against the Unit or Units which the Limited Common Element serves.

Common Expenses: components and elements attached to, planted on or a part of a unit's exterior doors, (including all doors giving access to said unit(s) from any common area or limited

common area), windows and skylights, will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Executive Board.

If any such Limited Common Element serves more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units which it serves.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements, including the garage and parking areas, will be assessed against all Units in accordance with Section 7.2.b.

Section 4.4. **Access.** Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment provided that such requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 4.5. **Repairs Resulting from Negligence.** Each Unit Owner will reimburse the Association for any damages to any other Unit, to the Common Elements or to the Limited Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

#### ARTICLE 5

##### SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

Those portions of the Common Elements now or hereafter improved as parking spaces may be subsequently allocated to each individual unit or suite as a Limited Common Element of and for that individual unit or suite, in accordance with Section 6.1(a) and Article 10 of this Declaration, or may be assigned by Rules and Regulations of the Executive Board. The parking spaces so assigned shall be part and parcel of that assigned Unit or suite, and may not be transferred apart from the assigned Unit or suite. However, Parking spaces may be traded between units and suites if the parking space is assigned to a Unit by the Board of Directors, (not

by amendment to this Declaration,) and is approved by the Board of Directors.

#### ARTICLE 6

##### DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 6.1. **Reservation of Development Rights.** The Declarant reserves the following Development Rights during the Declarant Control Period:

a. The right by amendment, to allocate as Limited Common Elements all of the numbered parking spaces located in the basement of the condominium building, and all of the outside parking spaces accessing Second Street, as shown on the Plats and Plans and assign them to particular Units; also, the right, by amendment, to allocate, enlarge, or relocate signage space as provided in Sections 8.1c and 8.1d hereinbelow. No assurance is given that such spaces will be allocated, however.

b. The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land anywhere in the Condominium for the purpose of furnishing utility and other services to any Improvements. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements for the above mentioned purposes. If the Declarant grants any such easements, Exhibit "A" will be amended to include reference to the recorded easement.

c. The right, by amendment, to relocate the easement granted to each Unit owner for ingress, egress and regress to the subject property from Walnut Street (66 Foot Public R/W) to a location along the western line of the subject property, accessing Front Street (66 Foot Public R/W), thereby changing the Unit Owners' access to the Property from the existing Walnut Street location, as shown on the recorded Plats and Plans of Pontiac Place, a Condominium, to that location on Front Street as shown and described in the Condominium Documents as "Alternate 16' Access Easement".

d. In association with Section 6.1c. hereinabove, the right, by amendment, to construct an additional commercial use only unit or suite upon that area located on the current access easement to the subject property from Walnut Street (66 foot Public R/W) and shown on the recorded plat as "Proposed Suite 3, Need Not be Built". This area is the car ramp leading down to the basement parking area. This proposed Suite 3 shall only be constructed after relocating the access easement pursuant to Section 6.1c hereinabove. If Declarant exercises this right, then the additional unit shall be subject to the provisions of this

Declaration, and any amendments thereto, and the allocated interests of all units herein shall be adjusted to reflect the proportionate share of all the units, including the new unit, pursuant to Section 1.2a and Article 7 herein. An amended Exhibit "B" to Article 7 shall be recorded to show the revised allocated interests of all the Units.

**Section 6.2. Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Condominium:

a. To complete Improvements indicated on the Plats and Plans filed with the Declaration and in connection therewith, to maintain on premises during the construction period construction equipment, maintenance building and a construction office.

b. To exercise a Development Right reserved in the Declaration;

c. To maintain sales offices, management offices, signs advertising the Condominium, and models;

d. To use easements through the Common Elements for the purpose of making Improvements within the Condominium;

e. To appoint or remove an officer of the Association or an Executive Board member during the Declarant Control Period subject to the provisions of Section 6.8 of this Declaration.

**Section 6.3. Models, Sales Offices and Management Offices.** As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office or management office.

**Section 6.4. Construction; Declarant's Easements.** The Declarant reserves the right to perform repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations for exercising Special Declarant Rights, whether arising under the Condominium Act or reserved in this Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State of North Carolina, riparian owners or upland owners to fulfill the plan of development.

**Section 6.5. Signs and Marketing.** The Declarant reserves the

right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

**Section 6.6. Declarant's Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as Property of the Association. The Declarant reserves the right to remove from the Property, any and all of the goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

**Section 6.7. Declarant Control of the Association.**

a. Subject to Subsection 6.8b, during the Declarant Control Period, a Declarant or persons designated by the Declarant may appoint and remove the officers and members of the Executive Board. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

b. Conveyance of control and management responsibilities to the Unit Owners' Association shall take place within one hundred twenty (120) days after three-quarters (3/4) of all the Units (including the additional unit provided for in Section 2.1 hereinabove, if constructed) have been conveyed to purchasers of units, or no later than seven (7) years after conveyance of the first Unit to a purchaser, whichever occurs first.

c. Not later than the termination of the Declarant Control Period, the Unit Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

d. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under Section 47C-3-108 of the Condominium Act, the Unit Owners, by a sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

**Section 6.8. Limitations on Special Declarant Rights.** Unless sooner terminated by an amendment to the Declaration executed by the Declarant, any Special Declarant Right may be executed by the Declarant until the earlier of the following:

- (i) so long as the Declarant owns any Unit; or
- (ii) seven (7) years after recording this Declaration.

Section 6.9. **Interference with Special Declarant Rights.** Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

#### ARTICLE 7

##### ALLOCATED INTERESTS

Section 7.1. **Allocation of Interests.** The table showing Unit numbers and their Allocated Interests is attached as Exhibit "B". These interests have been allocated in accordance with the formulas set out in this Article 7.

Section 7.2. **Formulas for the Allocation of Interests.** The interests allocated to each Unit have been calculated on the following formulas:

a. **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on a per unit formula in which each unit shall have the same interest as the others in and to the common elements, irregardless of a Unit's overall square footage compared with the other Units. With twenty (20) Units, this figure will be 5%

b. **Liability for the Common Expenses.** Each Unit in the Condominium shall share equally in the Common Expenses of the Condominium based on its allocated, per unit interest in the common elements as set out in Section 7.2a hereinabove, and shown on Exhibit "B" attached hereto. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article 17 of this Declaration.

c. **Votes.** Each Unit in the Condominium shall have ONE EQUAL VOTE. Any specified percentage portion or fraction of Unit Owners, unless otherwise stated in the Condominium Documents, means the specified percentage, portion, or fraction of all the votes as allocated in Exhibit "B".

ARTICLE 8

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 8.1. **Use and Occupancy Restrictions.** Subject to the Special Declarant Rights reserved under Article 6, the following use restrictions apply to all Units and to the Common Elements.

a. Each of the eighteen (18) residential/commercial units may be used for both single family residential use or commercial office use, which shall include the rental and long term leases of individual units by the owner(s) thereof. Each of the two (2) commercial use only units or suites is restricted to commercial office use only (including commercial leasing). The use of any unit or suite shall be subject to the following:

Designated parking areas may not be used for any purpose other than vehicular parking. No outside storage of any property shall be permitted on the Common Areas (including parking areas) or Limited Common Areas except that visitors' vehicles used in noncommercial activities conducted in a Unit may be parked overnight on any designated parking areas which have not been allocated to a particular Unit.

b. The use of Units and Common Elements is subject to the Bylaws and the Rules and Regulations of the Association.

c. The Declarant, its successors and assigns, and the Unit Owners' Association, shall not promulgate any rules or regulations restricting the reasonable and foreseeable use of the commercial use only units or "Suites" as commercial offices, nor of the residential/commercial units as single family residences or commercial offices; nor shall Declarant, its successors and assigns, or the Unit Owners' Association, promulgate any rules restricting the size and location of signage for the two commercial use only Units or "suites", Proposed Suite 3, or for Units "O" and "P" as provided on the Plats and Plans of the Condominium absent a 100% vote of the membership approving said rule(s). Developer may, during the Developer control period, create additional space for signs for Unit or Suite owners, on or around that "Combined Development Sign" as shown on the Plats and Plans. This shall include moving or enlarging the "Combined Development Sign" if deemed reasonably necessary for additional space and aesthetic purposes by the Declarant.

d. Owners of the Commercial Use Only Units or "suites", and Units "O" and "P" may place signs advertising their respective businesses upon the interior and exterior surfaces of the Unit's windows and doors. Further, The Owners of these Units and Suites may utilize that limited common area allocated to each of them for signage as shown on the Plats and Plans. Signage of similar

location and dimension shall be made available to Suite 3, if constructed, pursuant to Sections 6.1c and 6.1d hereinabove, and shall be shown by amendment to this Declaration pursuant to Sections 6.1c and 6.1d hereinabove. Signage may also be made available to other residential/commercial units pursuant to Section 8.1c hereinabove. In order to maintain a harmonious appearance with the exterior of the Condominiums, the color, type and style of signage may be reasonably regulated by the Declarant or Unit Owners' Association

e. No immoral, improper, offensive, noxious or unlawful use shall be made of any unit or of the common elements, and all applicable laws, zoning ordinances and regulations of all governmental authorities shall be observed.

f. Animals. No animals, livestock or poultry of any kind shall be kept or maintained in any unit or common area of the property except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, they are not allowed to run free, are at all times properly leashed and personally escorted, and do not create a nuisance to the other Unit Owners. The Unit Owners' Association shall have the power and the right to require any Unit Owner to remove any pet from their unit and the Property if it is determined by the Association that the pet is a nuisance.

g. No satellite dishes or other radio or television antennae may be placed on the exterior of any Unit without the written approval of the Unit Owners' Association.

h. Parking. If the Declarant fails to allocate the parking spaces as limited common elements to individual Units or Suites as provided in Section 6.1(a) hereinabove, then the Unit Owners' Association shall have the right to assign parking spaces and designate their use, as an alternative to allocating parking spaces by amendment to the Declaration as provided in Article 10 hereinbelow.

**Section 8.2. Restrictions on Alienation.** A Unit may not be conveyed pursuant to a time-sharing plan

A Unit or Suite may be leased or rented subject to any applicable Rules and Regulations. All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.