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NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$86.00

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DECLARATION OF
SAND RIDGE V TOWNHOUSES
(A CONDOMINIUM DEVELOPMENT)

THIS DECLARATION, made 23rd day of Nov, 2015, by Luther D. Dunn, Eleanor K. Dunn, Phyllis Fox Mason and spouse, David P. Mason, hereinafter called "Declarant" or "Declarants" (whether one or more persons, firms or corporations). The designation Declarant, or Declarants, as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH:

WHEREAS, Declarants are the all of owner of certain property in the Town of Wrightsville Beach, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of Lot 4A as shown on a map entitled "Subdivision At Wrightsville Beach, NC of SCHLOSS ESTATE CORP." recorded in Map Book 3 at page 58 in the New Hanover County Registry, and as is further shown on a map entitled "SAND RIDGE V TOWNHOUSES" recorded in Condominium Map Book 2 at pages 97 and 98 in the New Hanover County Registry, and in Book 1424 at Page 125, as an Exhibit to instrument recorded in Book 1242 beginning at Page 112 (the "Property" or "Condominium Property").

NOW, THEREFORE, the Parties hereto do hereby rescind and totally and completely terminate any application at all to the property that is the subject of this Condominium Declaration by that Townhouse Declaration recorded in Book 1242 beginning at 112 in the New Hanover County Registry.

FURTHER THEREFORE, the Declarant hereby submits said property to condominium ownership pursuant to Chapter 47C of the General Statutes of North Carolina as amended, known as the "North Carolina Condominium Act" (herein the "Act"), and to that

end does hereby publish and declare that all of the said property to be known as " SAND RIDGE V TOWNHOUSES" which shall be held, sold, and conveyed subject to the terms and provisions of the Act, the terms and provisions of which shall apply hereto and control, except as herein modified by the following easements, restrictions, covenants, conditions, uses and obligations 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

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

- A. **Act.** The North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.
- B. **Allocated Interests.** The undivided interests in the Common Elements, the common expense liability, and in the Association allocated to each unit.
- C. **Assessment.** A share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner by the Association.
- D. **Association.** The unincorporated association known as Sand Ridge V Association, the entity responsible for the operation of the condominium pursuant to the Act, which entity includes all of the unit owners acting as a group in accordance with this Declaration.
- E. **Board of Managers or Board.** The Board of Managers of the Association shall be two people, one chosen by the Owner of each Unit. The Unit owners may elect to not have a Board of Managers, rather have only Officers, as provided herein and in the Bylaws; in this instance, and reference to the Board of Managers or Board shall refer to the Officers.
- F. **By-Laws.** The By-Laws for the government of the Condominium as they exist from time to time. The initial Bylaws are attached as Exhibit D.
- G. **Building.** All structures and improvements now or hereafter erected upon the property.
- H. **Common Elements or Common Areas.** The Common Area, if any shall consist of all real property shown on that plat recorded in Condominium Map Book 2 beginning at Page 97, excepting any real property shown as Limited Common Area, or re-designated herein as Limited Common Area, and excepting the real property beneath the boundaries of each Unit, which shall be defined as Limited Common Area appurtenant to the Unit located on, or above, that real property.

I. Common Expenses. Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

J. Common Expense Liability. The liability for common expenses allocated to each unit pursuant to the Act, this Declaration, and the By-Laws, if applicable.

K. Condominium. The real estate portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, all of which is submitted to condominium ownership by this Declaration, and any additions thereto annexed by Supplemental Declaration.

L. Condominium Documents. This Declaration, the By-laws, the Rules and Regulations, if any, and all other Exhibits attached hereto and all other documents and regulations promulgated pursuant to the authority created herein and in the Act, and as such documents shall be amended from time to time.

M. Declarant. Luther D. Dunn, Eleanor K. Dunn, Phyllis Fox Mason and David P. Mason, their heirs, grantees, successors and assigns.

N. Declaration. This instrument as it may be from time to time amended or supplemented.

O. Development Rights. Those rights hereby reserved by the Declarant to make additions to or to change the configuration of the Condominium Units and to change or revise the Common Elements or limited Common Elements within the Condominium.

P. Limited Common Elements or Limited Common Areas. These terms shall be used interchangeably to mean and refer to those portions of the Common Elements that are allocated for the exclusive use of a particular unit, as more specifically defined herein and on the recorded condominium plat, as amended herein. Any area noted on the recorded plat as Common Area, is hereby re-defined as Limited Common Area, with all Common Area located North of the Party Wall Line between the two Units, as extended to the east and west lot boundaries, is hereby designated as Limited Common Area assigned to Unit 1 (AKA Unit A), and with all Common Area located South of the Party Wall Line between the two Units, as extended to the east and west lot boundaries, is hereby designated as Limited Common Area assigned to Unit 2 (AKA Unit B). Said Party Wall Line is shown on that survey at Page 125 in those covenants recorded in Book 1242 beginning at page 112 in the New Hanover County Registry.

Q. Property or Condominium Property. The real estate described in Exhibit "A", attached hereto and incorporated herein by reference, together with the building and improvements located thereon, and such additional improvements thereon as may be subsequently subjected to this Declaration by supplemental declaration in the manner herein provided.

R. Supplemental Declaration. A document filed by Declarant to change the configuration of the Condominium units and to change or revise the common elements or limited common elements within the Condominium in the manner provided herein.

S. Unit or Condominium Unit. "Unit" or "Condominium Unit" shall mean all of the improvements located within the spaces shown on that plat recorded in Condominium Map Book 2 beginning at Page 97 as Unit 1 (AKA Unit A) or Unit 2 (AKA Unit B), it being the intention that "Unit" or "Condominium Unit" shall include all of the structural and non-structural components of the building located in the space above the designated boundaries of the Units as shown on the said plat, even though may have previously been defined as part of the Common Area. Both "Units", or "Condominium Units", shall run to the center of the Party Wall between the Units. Every Unit Owner shall have the right to insure all of the structural and non-structural (including, but not limited to, non-load bearing walls, surfaces of walls, floors and ceilings, windows, screens, all doors, cabinets, appliances, heating and air-conditioning systems, and all wires, ducts, pipes lines and similar used within the unit, and located within the Unit) components of their Unit. Every Unit Owner shall have the obligation to insure all of the structural components of their Unit against all hazards typically insured against for similarly situated and located Units.

T. Unit Owner or Owner. A person or entity, or any combination thereof, that owns a unit.

ARTICLE II DESCRIPTION OF BUILDING

The Declarant is the owner of a building containing two (2) units located upon the property described in Exhibit A, attached hereto and made a part hereof, which building is of wood frame and wood siding construction enclosed to the ground level and with an asphalt shingle roof. The Declarant hereby dedicates the aforesaid land and buildings to condominium ownership. A plat of survey of the property by Jack G. Stocks, Registered Land Surveyor, showing the location of said building is described in Exhibit B and is attached hereto and made a part hereof. The building is more particularly described on Exhibit C showing all particulars of the building as required by law. The two units are designated in Condominium Map Book 2, at Pages 97 and 98 of the New Hanover County Registry as Unit 1 (north side) and Unit 2 (south side) and in Book 1424 at Page 125, as an Exhibit to instrument recorded in Book 1242 beginning at Page 112, in said Registry.

Except as otherwise re-defined herein, the common areas, common elements, limited common areas, and facilities are shown upon the plat of the property recorded in Condominium Map Book 2, at Pages 97 and 98 of the New Hanover County Registry and in Book 1424 at Page 125, as an Exhibit to instrument recorded in Book 1242 beginning at Page 112, in said Registry.

The limited common elements and facilities are also shown on the plat of the property recorded in Condominium Map Book 2, at Pages 97 and 98 of the New Hanover County

Registry in said Registry. All areas on either side of that line that runs through the center of the structure from the front of the lot to the rear, as shown on said plat, shall be Limited Common Area/Element associated with the unit on that side of the line. Each unit owner will have the exclusive right to possession and use of the limited common elements designated for use by each unit.

Each unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the unit owner of each unit shall also own, as an appurtenance to the ownership of each said unit conveyed, an undivided one-half interest in the Common Area, and a one-hundred percent interest in the Limited Common Area associated with the Unit, as shown on the said Plat and re-defined herein.

ARTICLE III USE RESTRICTIONS

The use of the property shall be in accordance with the following provisions:

A. Each of the units shall be occupied only by a family, its tenants, and guests, and may be used as a residence and for no other purpose. This provision does not prevent rentals of the units. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

B. The Common elements, common areas and facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit.

C. No use or practice shall be permitted on the Condominium Property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his unit or of the Common Elements that will increase the rate of insurance upon the Condominium Property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No individual rooms may be rented separately.

D. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Sand Ridge V Association (herein referred to as the "ASSOCIATION"). The current Rules are attached hereto as Exhibit C, incorporated herein by reference

ARTICLE IV
EASEMENTS

A. Each unit shall be subject to an easement in favor of the other unit to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other unit and located in such unit. The Association shall have the right, to be exercised by the Board of Managers or its agents, to enter each unit from time to time at reasonable hours as may be necessary for the operation of the Condominium to inspect the same and to maintain, repair or replace the common elements, if any, contained therein or elsewhere in the buildings.

B. Each unit and all common elements, if any, and limited common elements are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage or other lines or other common elements, whether or not the cause of any or all to those activities originates in the unit in which the work must be performed.

C. Easements are hereby declared and granted, and the Board may hereafter declare, grant or assume easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the Common Area, if any; each unit owner hereby grants to the Board, or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of the ASSOCIATION or each unit owner such instruments as may be necessary to effectuate the foregoing.

D. In case of emergency originating in, or threatening any unit or the common elements, regardless whether the unit owner is present at the time of such emergency, the Board of Managers, or any other person authorized by it, shall have the right to enter any unit for the purpose of remedying or abating the causes of such emergency and such right of entry shall be immediate.

E. All easements and rights described herein are easements appurtenant, and shall run with the land by whomsoever owned, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE V
ENFORCEMENT

A. The ASSOCIATION, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Bylaws. 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.

B. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

ARTICLE VI NOTICE

The name and address of the process agent to receive service of process in any matters affecting the property is as follows:

Phyllis Fox Mason
2302 Knightsbridge Rd Wilmington
NC 28403

ARTICLE VII TAXES

Each individual unit, its Limited Common Area, if any, and its one-half undivided interest in the common elements, and facilities, if any, shall be deemed to be a separate parcel and shall be separately assessed and taxed for all types of taxes authorized by law, including but not limited to special ad valorem levies and special assessments. Each unit holder shall be liable solely for the amount of taxes against his individual unit, its Limited Common Area, if any, and its undivided interest in the common elements and facilities, if any, and shall not be affected by the consequence resulting from the tax delinquency of any other unit holder. Neither shall the building, the Condominium property, nor any of the common elements and facilities be deemed to be a separate parcel for the purpose of taxation.

ARTICLE VIII INSURANCE

(a) Insurance Obtained by Unit Owners. Unless otherwise agreed by all Unit Owners, it shall be the responsibility of each Unit Owner, at such Unit Owner's expense, to maintain all fire, flood (if required), wind and hail, liability and extended property damage insurance on such Unit Owner's Unit, Limited Common Area; and any personal property and furnishings, and to maintain public liability insurance covering such Unit Owner's Unit, Limited Common Area, if any; and related interests. To the extent possible all Unit Owners shall insure their Unit to the maximum replacement value possible, so as to assure the building could be rebuilt following full or partial destruction. In addition, a Unit Owner may obtain such other and additional insurance coverage on and in relation to

the Unit Owner's Unit and Limited Common Area as the Unit Owner, in the Unit Owner's sole discretion, shall conclude to be desirable or reasonably obtainable. Either Unit owner will provide a copy of their insurance policy/policies to the other unit owner if so requested.

(b) Liability Insurance. Upon the agreement of all Unit Owners, the Association may acquire and maintain in full force and effect a policy of insurance which insures the Association against any liability arising out of the use, ownership, maintenance and control of the common elements, and any public rights-of-way within the Property, with limits of liability as agreed upon, which policy shall include an endorsement to cover liability of the Association to a single unit owner. To the extent necessary or desirable, the association may obtain liability insurance to cover losses not insured by the policies of the Unit Owners. To the extent necessary or desirable, the association may obtain Officer and/or Director fidelity insurance.

(c) Flood Insurance. Upon the agreement of all Unit Owners, the Association may acquire and maintain in full force and effect a policy of flood insurance which insures all common elements, if any, of the condominium (including all limited common elements), except land, excavations, foundations and other items normally excluded by flood insurance policies, shall be insured by the Association in an amount equal to at least one hundred percent (100%) of their insurable replacement value as determined by the Association, with the assistance of the insurance company underwriting or applying for the coverage.

(d) Other Insurance. Upon the agreement of all Unit Owners, there may also be obtained such other insurance coverage as the Association may from time to time determine to be desirable and necessary or as may be required by the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association.

All contracts of property insurance purchased by the Association, if applicable, shall be for the benefit of all of the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association or its authorized representative as insurance trustee under this Declaration. Each unit owner and his mortgagee, if any, shall be beneficiaries of each insurance policy in the percentage of the unit owner's undivided interest in the condominium. The sole duty of the Association or its authorized representative as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. Subject to the provisions of N.C.G.S. §47C-3-113, proceeds of insurance received by the insurance trustee shall be distributed to or for the benefit of the beneficiaries in the following manner:

(i) Proceeds shall first be paid to cover the cost of reconstruction and repair of any damage covered;

(ii) Proceeds shall then be paid to the trustee to reimburse it for costs reasonably incurred in discharging its duties as trustee; and

(iii) Any remaining proceeds shall then be distributed to the beneficiary or beneficiaries of the trust, as their interests may appear.

ARTICLE IX
ASSESSMENTS

Assessments against unit owners by the Board of Managers made pursuant to this Declaration shall, if not paid when due, create a lien in favor of the ASSOCIATION against the unit of the defaulting owner as provided in Chapter 47C and Chapter 47A, both of the North Carolina General statutes, and shall be collectable as provided therein.

There are no initial dues. The Unit owners shall split payments for all common expenses as they come due. Payment not made as come due shall become an assessment on the unit of the non-paying owners.

Each Unit shall have separate water/sewer, trash removal, electricity, cable, internet and other utility billings.

There will be no Working Capital assessment.

Late payment, or violation fines, not to exceed the maximum allowed by law at the time, for a violation of the Declaration, By-Laws or rules and regulations of the Association may be assessed against a defaulting unit owner, and such fine shall be a lien on the unit.

Any lien created this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the lien of any assessment, except that the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessment against the unit that first became due prior to such sale or transfer.

ARTICLE X
ARCHITECTURAL CONTROL

A. So long as it does not interfere with the other Unit Owners use an enjoyment of their Unit and allocated interests, Owners of both units are allowed to construct improvements to their allocated Limited Common Areas at their discretion and an according to applicable codes and ordinances.

B. The exterior color of a unit cannot be changed unless the color scheme of the entire condominium is similarly changed. Any such change requires the unanimous approval of the owners at a duly called meeting at which the Owners of both Units are present.

ARTICLE XI
BINDING EFFECT

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the ASSOCIATION or the owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE XII
AMENDMENT

This Declaration may be amended at any time and from time to time by an instrument in writing executed by all the Owners of both Units of Sand Ridge V Condominium and shall be effective upon the recording of such Amendment(s) in the Office of the Register of Deeds for New Hanover County.

The parties hereto may file Supplemental Declarations from time to time authorizing, approving, and detailing the reconfiguration, renovation and remodeling of the condominium units, common elements, and common areas. In the event of any disagreement between the owners of the units as to what is fair, proper and appropriate and in order to prevent a stalemate which would result in a detriment to all concerned parties it is agreed that any dispute or disagreement that can't be settled to the satisfaction of both unit owners within thirty days will be submitted to binding arbitration in accordance with the rules of the North Carolina Revised Uniform Arbitration Act and settled in that manner.

ARTICLE XIII
GENERAL PROVISIONS

A Parties Bound. All persons and entities acquiring any interest in any of the units, including but not limited to lessees, shall be bound by the provisions of this Declaration. All tenants, guests and invitees of such persons and entities, and any other occupants of any of the units, shall likewise be bound.

B Duration. The provisions of this Declaration shall run with and bind the Property perpetually, unless amended as otherwise provided for herein, or by agreement of both Units.

C Arbitration. In the event of any disagreement between the owners of the Units as to what is fair, proper and appropriate and in order to prevent a stalemate which would result in a detriment to all concerned parties it is agreed that any dispute or disagreement that can't be settled to the satisfaction of both Unit Owners within thirty days will be submitted to binding arbitration in accordance with the rules of the North Carolina Revised Uniform Arbitration Act and settled in that manner.

D Enforcement. The Declarant, any unit owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and obligations imposed by this Declaration. The Declarant, the Association or any unit owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration, and/or to recover damages therefore. The Declarant, the Association and/or any unit owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating unit owner(s).

E Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

F Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

G Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Declaration.

H Law Controlling. Unless otherwise specified herein, this Declaration shall be construed and governed pursuant to the laws of North Carolina.

I References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

IN TESTIMONY WHEREOF, the Declarant and each of them have hereunto set their hands and seals all as of this the 23rd day of Nov, 2015.

DECLARANT:

Luther D. Dunn for Luther D. Dunn (SEAL)
Luther D. Dunn

Eleanor K. Dunn for Eleanor K. Dunn (SEAL)
Eleanor K. Dunn

Phyllis Fox Mason (SEAL)
Phyllis Fox Mason

David P. Mason (SEAL)

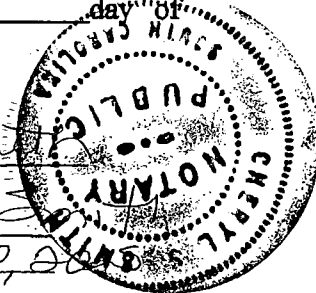
David P. Mason - joins for the sole purpose of subjecting any and all interest he may have now, or in the future, to this Declaration.

STATE OF South Carolina COUNTY OF Dreenville

I, a Notary Public of the County and State aforesaid, certify that **Kenneth D. Dunn**, Attorney-in-Fact personally appeared before me this day and being duly sworn, says that he executed the foregoing instrument for and in behalf of **Luther D. Dunn and Eleanor K. Dunn** and that authority to execute and acknowledge said instrument is contained in an instruments duly executed, acknowledged and recorded in the office of the Register of Deeds of New Hanover County, North Carolina, on the **17th day of July, 2015 in Book 5905, at Page 104 and at Page 96**, and that this instrument was executed under and by virtue of the authority given by said instruments granting him power of attorney; that the said **Kenneth D. Dunn** acknowledged the due execution of the foregoing and instrument for the purpose therein expressed for and in behalf of the said **Luther D. Dunn and Eleanor K. Dunn**.

Witness my hand and official stamp or seal, this the 17 day of November, ~~2010~~ 2015

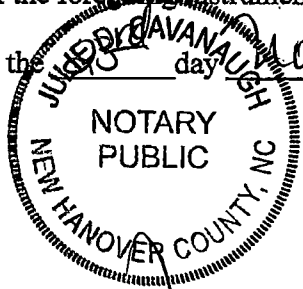
Cheryl S. Smith
Notary Public
Printed Name: Cheryl S. Smith
My commission expires: March 20, 2015



STATE OF North Carolina COUNTY OF New Hanover

I, Julie D. Canavanugh, a Notary Public for the State and County aforesaid, do hereby certify that **Phyllis Fox Mason and David P. Mason** personally appeared before me this day, as proven by photographic identification, and acknowledged the execution of the foregoing instrument in his state capacity for the purposes contained therein.

This the 13 day of November, 2015.



Julie D. Canavanugh
Notary Public

My Commission Expires: March 29, 2020

EXHIBIT A

Sand Ridge V Condominium

BEING all of Lot 4A as shown on a map entitled "Subdivision At Wrightsville Beach, NC of SCHLOSS ESTATE CORP." recorded in Map Book 3 at page 58 in the New Hanover County Registry, and as is shown on a map entitled "SAND RIDGE V TOWNHOUSES" recorded in Condominium Map Book 2 at pages 97 and 98 in the New Hanover County Registry and in Book 1424 at Page 125, as an Exhibit to instrument recorded in Book 1242 beginning at Page 112 (the "Property" or "Condominium Property").

EXHIBIT B

Sand Ridge V Condominium

The Survey, Plat, and Plans as required by N.C.G.S Section 47C are recorded in Condominium Map Book 2 at Pages 97 and 98 in the New Hanover County Registry.

**EXHIBIT C - RULES AND REGULATIONS OF
SAND RIDGE TOWNHOUSES V
A CONDOMINIUM DEVELOPMENT**

1. The walkways and entranceways in front of the units shall not be obstructed or used for any purpose other than ingress to and egress from the units. There shall be no obstruction of the Common Area elements, nor shall anything be kept or stored thereon without prior approval of the adjacent owner.
2. Owners shall not store any camper, trailer vehicle, boat, boat trailer, or similar vehicle anywhere on the property. No trucks shall be permitted except for standard 2-ton pickup or smaller trucks. No stripped, wrecked, or junk vehicle or shall be permitted to be parked or kept on the property; only vehicles with a current valid inspection sticker shall be permitted.
3. No owner shall make or permit any noises that will disturb or annoy the occupants of either of the units or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners.
4. Each owner shall keep his unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors of windows thereof, any dirt or other substance.
5. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as directed by applicable municipal ordinances and agreement with the adjacent owner.
6. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any unit except certain domestic household pets or as agreed with the adjacent owner. Domestic household pets may not be raised, bred, kept or maintained for any commercial purposes. Owners of pets on the property shall control excessive barking or other disturbances caused by pets.
7. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained, or permitted on any part of the property. Any signage such as for sale or for rent is permitted only with prior agreement with the adjacent owner.
8. No Unit Owner shall permit any structural modification or alteration to be made to Party Wall between the Units, without first obtaining the written consent of both units. Nothing shall be altered or constructed in or removed from the General Common Area elements, if any, except through agreement with the adjacent owner.
9. All radio, television, or other electrical equipment of any kind installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and of the public authorities having jurisdiction. The unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.