



2008002535

FOR REGISTRATION REGISTER OF DEEDS  
REBECCA P. SMITH  
NEW HANOVER COUNTY, NC  
2008 JAN 22 10:27:34 AM  
BK: 5270 PG: 1488-1565 FEE: \$242.00

INSTRUMENT # 2008002535

**DECLARATION  
SELLAR'S COVE  
CONDOMINIUM  
PHASE I**

**RETURNED TO**  
*Calder + Calder*

## **INDEX**

### **To Declaration of Sellar's Cove Condominium**

#### **ARTICLE I**

- 1.1 Act
- 1.2 Additional Real Estate
- 1.3 Allocated Interests
- 1.4 Association
- 1.5 Board
- 1.6 Bylaws
- 1.7 Common Elements
- 1.8 Common Expenses
- 1.9 Condominium
- 1.10 Declarant
- 1.11 Declarant Control Period
- 1.12 First Mortgage and First Mortgagee
- 1.13 Garage Units
- 1.14 Limited Common Elements
- 1.15 Occupant
- 1.16 Person
- 1.17 Plans
- 1.18 Plat
- 1.19 Property
- 1.20 Rules and Regulations
- 1.21 Special Declarant Rights
- 1.22 Unit
- 1.23 Unit Boundaries
- 1.24 Unit Owner

#### **ARTICLE II**

- 2.1 Submission
- 2.2 Name
- 2.3 Division of Property into Separately Owned Units
- 2.4 Alteration of Units
- 2.5 Limited Common Elements
- 2.6 Allocated Interests
- 2.7 Use of Common Elements
- 2.8 Encumbrances
- 2.9 Reservation of Special Declarant Rights

### **ARTICLE III**

- 3.1 Declarant's Right to Add Additional Real Estate
- 3.2 Maximum Number of Additional Units
- 3.3 Compatibility of Style, Etc.
- 3.4 Subdivision of Units
- 3.5 Conversion of Units to Common Elements
- 3.6 Method of Exercising Development Rights
- 3.7 Applicability of Restrictions, Etc.
- 3.8 Other Improvements and Common Elements
- 3.9 Applicability of Assurances to Additional Real Estate
- 3.10 Allocation of Interest in Common Elements and Common Expenses
- 3.11 Withdrawal of Property

### **ARTICLE IV**

- 4.1 Non-Exclusive Easement
- 4.2 Encroachments
- 4.3 Easements Through Walls
- 4.4 Easements to Repair, Maintain, Restore and Reconstruct
- 4.5 Easements for Utilities
- 4.6 Declarant's Easement
- 4.7 Easement for Storm Water Retention
- 4.8 Easements to Run With Land

### **ARTICLE V**

- 5.1 Compliance with Declaration, Bylaws and Rules and Regulations
- 5.2 Administration of Condominium
- 5.3 Use Restricted; Use by Declarant
- 5.4 Hazardous Use and Waste
- 5.5 Alteration of Units
- 5.6 Alterations of Common Elements
- 5.7 Prohibition of Renting for Transient or Hotel Purposes
- 5.8 Pets
- 5.9 Television, Aerials, Antennas and Satellite Dishes
- 5.10 Parking
- 5.11 Exterior and Visible Interior Improvements
- 5.12 Prohibitions on Use of Common Elements
- 5.13 Nuisances
- 5.14 Lawful Use
- 5.15 Rules and Regulations
- 5.16 Restrictions, Conditions and Covenants to Run with Land

**ARTICLE VI**

- 6.1 Assessment Liens
- 6.2 Personal Liability of Transferees; Statement; Liability of First Mortgagee
- 6.3 Calculation of Assessments
- 6.4 Payment of Assessments
- 6.5 Prohibition of Exemption from Liability for Contribution Toward Common Expenses
- 6.6 Special Assessments
- 6.7 Individual Specific Assessments
- 6.8 Procedure for Establishing a Budget
- 6.9 Capital Improvement Fund
- 6.10 Property of the Association
- 6.11 Liability of Multiple Unit Owners
- 6.12 Lien for Assessments
- 6.13 Statement of Assessment
- 6.14 Working Capital Fund

**ARTICLE VII**

- Common Surplus

**ARTICLE VIII**

- 8.1 Common Elements
- 8.2 Common Expenses Associated with Limited Common Elements Or Benefiting Less than All Units
- 8.3 Units
- 8.4 Waiver of Claims
- 8.5 Right of Entry

**ARTICLE IX**

- 9.1 Casualty Insurance
- 9.2 Public Liability Insurance
- 9.3 Fidelity Coverage
- 9.4 Insurance Unavailable
- 9.5 Other Insurance
- 9.6 Insurance Trustee
- 9.7 Individual Policy for Unit Owners

**ARTICLE X**

- 10.1 Insurance Proceeds Held by the Association
- 10.2 Distribution of Insurance Proceeds

## **ARTICLE XI**

- 11.1 Conditions Preventing Reconstruction
- 11.2 Reconstruction in Accordance with Plans
- 11.3 Unit Owner's Repair Responsibilities
- 11.4 Association to Obtain Cost Estimates
- 11.5 Application of Proceeds
- 11.6 Repair of Less than Entire Damaged Area
- 11.7 Board Delegated Right to Adjust
- 11.8 Payment of Proceeds to Unit Owners and Mortgagees
- 11.9 Reallocation of Allocated Interests

## **ARTICLE XII**

- 12.1 Condemnation of a Unit
- 12.2 Condemnation of Common Elements

## **ARTICLE XIII**

- Association to Maintain Register of Owners and Mortgagees

## **ARTICLE XIV**

- 14.1 Manners of Amending Declarations
- 14.2 Limitations and Amendments
- 14.3 First Mortgagee Consent Required
- 14.4 No Amendment of Declarant's Right Without Consent

## **ARTICLE XV**

- 15.1 Remedies of any Unit Owner or the Association

## **ARTICLE XVI**

- 16.1 Means of Termination
- 16.2 Sale Following Termination
- 16.3 Termination Not Followed by Sale
- 16.4 Ownership Interests

## **ARTICLE XVII**

- 17.1 Rights of a First Mortgagee
- 17.2 Registration by First Mortgagee

## **ARTICLE XVIII**

- 18.1 Right to Designate Member of the Board
- 18.2 Number of Board Members Appointed by Declarant
- 18.3 Means of Designation and Right to Remove

## **ARTICLE XIX**

- 19.1 Conflict with the Act; Severability
- 19.2 Interpretation of Declaration
- 19.3 Captions
- 19.4 Exhibits
- 19.5 Invalidity
- 19.6 Waiver
- 19.7 Law Controlling

## **CONSENT AND SUBORDINATION OF MORTGAGEE**

**NORTH CAROLINA**

**DECLARATION OF  
SELLAR'S COVE  
CONDOMINIUM  
PHASE I**

**NEW HANOVER COUNTY**

SELLAR'S COVE, LLC, a North Carolina limited liability company, as Developer and hereinafter referred to as "Declarant," does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership of Sellar's Cove Condominium, being the property and improvements hereinafter described.

**WITNESSETH:**

WHEREAS, Developer is the owner of the fee simple title to that certain real property situated in New Hanover County, North Carolina, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real property.

WHEREAS, Developer does hereby submit the above-described property, the buildings located thereon and all other improvements to condominium ownership under the provisions of Chapter 47C of the General Statutes of North Carolina (North Carolina Condominium Act), and hereby declares the same to be a condominium to be known and identified as "SELLAR'S COVE," sometimes hereinafter referred to as the "Condominiums."

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

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

**ARTICLE I**

**Definitions**

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

1.1 Act. The North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes.

1.2 Additional Real Estate. The real estate described in Exhibit A-1 together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.3 Allocated Interests. Allocated Interests shall mean the undivided interests in the Common Elements, common expense liability, and the votes in the Association allocated to each Unit.

1.4 Association. Sellar's Cove Condominium Association, Inc., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes.

1.5 Board. The Executive Board of the Association.

1.6 Bylaws. The Bylaws of the Association which are hereby incorporated herein and made a part hereof by this reference, and attached as Exhibit B.

1.7 Common Elements. All portions of the Condominium except the Units and Garage Units. Limited Common Elements are Common Elements. "Common Elements" shall include the completed permanent water retention areas, if any, as shown on the Plat (the "Water Quality Device") and all private streets, roads and drives, if any, shown on said plats as now recorded or shall be recorded in the New Hanover County Register of Deeds.

1.8 Common Expenses. Expenditures made or liabilities incurred by or on behalf of the Association, including but not limited to, any allocations to reserves and expenses of administration, maintenance, repair or replacement of the Common Elements.

1.9 Condominium. The condominium created by this Declaration.

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

1.11 Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of the following:

(i) the date two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or

(ii) the date upon which Declarant surrenders control of the Condominium, or

(iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the Units in all phases (including Units annexed by Supplemental Declaration and Garage Units.) to Unit Owners other than a Declarant, or

(iv) the date two (2) years after any development right to add new Units was last exercised by Declarant, or

(v) seven (7) years after the first Unit was conveyed to a Unit Owner.

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

1.13 Garage Unit. Garage Units, as designated on the plats, may only be owned and used, except as provided for herein, by owners of Units in Sellar's Cove, and may be used solely for storage of a Unit Owner's or occupant's vehicles and/or personal property. No commercial use may be made of any Garage Unit. A Garage Unit Owner may only lease their Garage Units to an occupant of a Unit in Sellar's Cove. The term "Garage Unit Owner" and "Unit Owner" will be synonymous if a Unit Owner also owns a Garage Unit.

1.13 Limited Common Elements. Those portions of the Common Elements allocated by this Declaration or any amendments thereto, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of one or more, but fewer than all, of the Units, including, but not limited to, any deck, porch, balcony, patio, attic, storage shed or detached garage.

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

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

1.16 Plans. The plans of the Condominium recorded with, and by the Act made a part of, this Declaration, as the same may hereafter be amended, and described on Exhibit C.

1.17 Plat. The survey plat depicting the Condominium and the location of the buildings on the Property recorded with, and by the Act made a part of, this Declaration, as the same may hereafter be amended, and described on Exhibit C.

1.18 Property. The real estate described on Exhibit A, and the real estate described on Exhibit A-1 to be added by Declarant pursuant to Article III hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

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

1.20 Special Declarant Rights. The rights as defined in Section 47C-1-103(23) of the Act for the benefit of a Declarant, including, but not limited to, the following: to complete the

improvements indicated on the Plans; to build a pool and pool house/club house or other amenities for the development, and amend the association dues to provide for maintenance and upkeep of the same; to maintain sales offices, management offices, models and signs advertising the Condominium on the Property; to exercise any development right as defined in Section 47C-2-110 of the Act, including the right to add additional property or withdraw portions of property from the Condominium; to use easements over the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control Period; and to make the Condominium part of a larger condominium.

1.21 Unit. A portion of the Condominium designated for separate ownership or occupancy, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit D. Each Unit is designated and delineated on the Plans. The term Unit may include “Garage Unit”, if context requires.

1.22 Unit Boundaries. The boundaries of each Unit/Garage Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the uppermost level of the Unit, and the topmost surfaces of the subflooring of the lowest level of the Unit, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system serving such Unit but located in the Common Elements, wherever located.

1.23 Unit Owner. The person or persons, including the Declarant, owning a Unit in fee simple. The term Unit Owner may include a Garage Unit Owner as required by context. The term Unit may include “Garage Unit”, if context requires.

## ARTICLE II

### Submission of Property to the Act

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

2.2 Name. The Property shall hereafter be known as Sellar’s Cove Condominium.

2.3 Division of Property into Separately Owned Units. Developer, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property (Phase I) into thirty-three (33) Units and eight (8) Garage Units, all designated for separate ownership, subject however, to the provisions of Section 2.4 hereof. Each Unit has been assigned an Identifying Number as shown on Exhibit C and listed on Exhibit

D, and no Unit bears the same Identifying Number as any other Unit in that Building. The Condominium Plat is recorded in Condominium Map Book 17, beginning at Page 257, New Hanover County Registry.

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

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

(a) Any shutters, awnings, window boxes, doorsteps, exterior doors, window frames, panes, screens and stoops designed to serve a single Unit but located outside the Unit's boundaries are allocated exclusively for the use of that Unit.

(b) Any entrance breezeway, stairway, hall and landing located in any building is reserved for the use of and allocated to the Unit Owners of Units in that Building, their families, guests, invitees and lessees.

(c) Any storage shed designed to serve a single Unit and/or multiple Units located in a structure detached from the Units and designated as being for the specific use of an identified Unit.

2.6 Allocated Interests. The allocation to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses, is as stated on Exhibit D. The allocation of undivided interests in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that the square foot area of each Unit bears to the then aggregate square foot area of all Units. The votes in the Association are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.

2.7 Use of Common Elements. Each Unit Owner shall have the right to use the Common Elements, with the exception of the limitations set forth in Article V, in accordance with the purposes for which they are intended, and for all purposes incident to the use and occupancy of the Unit Owner's Unit, including unrestricted ingress and egress to and from the Owner's Unit, and such right shall be appurtenant to and run with the Unit; provided, however, that no person shall use the Common Elements or any part thereof in such a manner as to interfere with or restrict or impede their use by others entitled to their use, or in any manner contrary to or not in accordance with this Declaration, Bylaws and the Rules and Regulations.

2.8 Encumbrances. The liens, defects and encumbrances affecting the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out on Exhibit E.

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

## ARTICLE III

### Development Rights

3.1 Declarant's Right to Add Additional Real Estate. Declarant expressly reserves the right for a period of seven (7) years from the date of recording this Declaration to add the Additional Real Estate to the Condominium and to create on the Additional Real Estate, Units, Garage Units, amenities, Common Elements and Limited Common Elements without the consent of any Unit Owner or Mortgagee. All or part of the Additional Real Estate identified and described on Exhibit A-1 may be added to the Condominium at different times, but no assurances are made in regard to the order in which such portions may be added. Declarant is not obligated to add all of the Additional Real Estate. The method of adding the Additional Real Estate to the Condominium shall be pursuant to Section 47C-2-110 of the Act.

3.2 Maximum Number of Additional Units; Units Restricted to Residential Use. The maximum number of additional Units that may be created within the Additional Real Estate is sixty-six (66) and the total number of Units in the Condominium shall not exceed ninety-nine (99), excluding up to 36 Garage Units that may be built. The maximum number of additional Garage Units that may be created within the Additional Real Estate is twenty-eight (28) and the total number of Garage Units in the Condominium shall not exceed thirty-six (36). All of such Units will be restricted exclusively to residential use, excluding Garage Units, which shall be used solely for the Garage Unit Owner's, or a Tenant in the Garage Unit Owner's Unit, vehicles and personal property storage.

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

3.4 Subdivision of Units. Declarant hereby reserves the right for seven (7) years from the date of recording of this Declaration to subdivide an existing Unit owned by Declarant into two or more new Units, or into two or more new Units and new Common Elements and/or Limited Common Elements, without the consent of any Unit Owner or mortgagee. Declarant's right under this Paragraph 3.4 shall apply to Units created under this original Declaration, as well as to Units which may be created on any additional real estate added to the Condominium pursuant to Paragraph 3.1 of this Article, if the amendment adding such real estate so provides. If Declarant elects to exercise its right to subdivide Units, Declarant shall file an amendment to this Declaration reallocating the Allocated Interest appurtenance to the original Unit between or among the new Units created by the subdivision of the Unit in proportion to the number of square feet of heated floor area contained in each new Unit.

3.5 Conversion of Units to Common Elements. Declarant hereby reserves the right for seven (7) years from the date of recording of this Declaration to convert an existing Unit or

Units owned by Declarant entirely to Common Elements, without the consent of any Unit Owner or mortgagee. Declarant's right under this Paragraph 3.5 shall apply to Units created under this original Declaration as well as to Units and Garage Units that may be created on any Additional Real Estate added to the Condominium pursuant to Paragraph 3.1 of this Article III, if the amendment adding such real estate so provides. If Declarant elects to exercise its right to convert Units to Common Elements, Declarant shall file an amendment to this Declaration reallocating the Allocated Interest appurtenant to the former Unit(s) equally among the remaining Units in the Condominium.

3.6 Method of Exercising Development Rights. In the event Declarant exercises any of its development rights under this Article III, Declarant shall prepare, execute with the same formalities as a deed, and record an amendment to this Declaration in the public records of New Hanover County, North Carolina, such amendment to refer specifically to the recording data identifying this Declaration. Such amendment shall assign an Identifying Number to any new Units created thereby, describe any new Common Elements and Limited Common Elements created thereby and, in the case of the latter, designate the Unit(s) to which such Limited Common Elements are reserved. If appropriate, the amendment shall reallocate the Allocated Interest in the Common Elements among all Units then located in the Condominium. In that event, the Allocated Interest of each Unit shall be determined in the manner prescribed in Article 3.10 based generally on the number of Units and their area then comprising the Condominium, and the reallocation shall become effective upon recording the amendment.

In addition to the execution and recordation of the amendment to the Declaration described above, Declarant shall record in the public records of New Hanover County either new plats and plans of the Condominium evidencing the changes effected by Declarant's exercise of its development rights, or new certifications of the plats and plans previously recorded if the Condominium continues to conform to those plats and plans.

Each Unit Owner shall be deemed by his acceptance of the deed to a Unit or Garage Unit to have consented to the Development Rights reserved in this Article and to any amendments previously or thereafter executed by Declarant pursuant to this Article and to Article XIV hereof. Except as provided in this Declaration, the Allocated Interest in the Common Elements appurtenant to each Unit or Garage Unit shall not be changed except with the unanimous consent of all Unit Owners and with the consent of all of the First Mortgagees, as defined in Article I hereof, holding first mortgages or deeds of trust on the Units or Garage Units.

Any and all of the Development Rights reserved under this Article III may be exercised as to any, all or none of the real estate described in Exhibit "A" and Exhibit "A-1" of this Declaration, at different times and from time to time, and in any sequence, all in the sole discretion of the Declarant.

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

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

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

3.10 Allocation of Interest in Common Elements and Common Expenses. At such time as Declarant adds the Additional Real Estate to the Condominium, the percentage interest of each Unit Owner in the Common Elements and the Common Expenses will be determined by a ratio formula based generally on the number of Units and the relation that the square foot area of each Unit in the Condominium bears to the aggregate square foot area of all Units in all phases having an interest in the Common Elements. Garage Units, if built, will be assigned an interest also based generally on the number of all Units and the relation that the square foot area of each Unit in the Condominium bears to the aggregate square foot area of all Units and Garage Units in all phases having an interest in the Common Elements

3.11 Withdrawal of Property. Declarant hereby reserves for seven years from the date of recording of this Declaration the right to withdraw Property from the Condominium without the consent of any Unit Owner or First Mortgagee but subject to prior approval by the City of Greensboro Planning Department. Declarant's right to withdraw Property under this Section 3.11 presently extends to the real estate described on Exhibit A attached hereto; provided, however, that if and as the Additional Real Estate is added to the Condominium pursuant to Section 3.1, Declarant's right to withdraw under this Section 3.11 shall extend to each piece of Additional Real Estate so added.

In the event Declarant elects to exercise its right to withdraw real estate from the Condominium, Declarant shall file an amendment to this Declaration pursuant to Section 3.6 above reallocating Interests in the Common Elements of each Unit remaining in the Condominium. The Allocated Interests shall be determined by a ratio formulated based on the relation that to the approximate square footage of each remaining Unit will bear to the aggregate square footage of all remaining Units.

## ARTICLE IV

### Grant and Reservation of Easements and Licenses

4.1 The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Unit Owners, all Phases of the development, and Occupants for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including access, parking, and for the furnishing of

services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners. Notwithstanding the foregoing or anything provided herein to the contrary, the Association and Board shall have the right to establish the Rules and Regulations pursuant to which a Unit Owner or Occupant, his family, guests and invitees, may be entitled to use the Common Elements and Limited Common Elements.

4.2 Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of any Unit or the Common Elements now or hereafter encroaches upon any part of any other Unit or any part of Common Elements, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

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

4.4 Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit, Garage Unit, or the Common Elements to inspect, repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted. Damage caused by the use of such easements shall be promptly repaired at the expense of the party causing such damage.

4.5 Easements for Utilities. The Units, Garage Units, and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.5 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units, Garage Units, and Common Elements. Notwithstanding the foregoing provisions of this Section 4.5, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit or Garage Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first