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NORTH CAROLINA

ORANGE COUNTY

DURHAM COUNTY

DECLARATION OF CONDOMINIUM

BOOK 1212 PAGE 681

Rel-D BK 1680 PG 509 9-23-91

Release BK 1558 PG 767 11-9-89

Release BK 1493 PG 280 281 11-30-88

Urban Associates of North Carolina, a Virginia general partnership with a place of business in Chapel Hill, Orange County, North Carolina, hereinafter referred to as "Developer," does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership of Finley Forest Condominium, being the property and improvements hereinafter described.

Release Rel-D Rel-P BK 1557 BK 1677 BK 1678 PG 481 + 493 PG 353 PG 45-91 11-1-89 9-3-91 9-9-91

I. Rel-D BK 1691 PG 708 11-20-91

Release BK 1473 PG 426-427 8-23-88

ESTABLISHMENT OF CONDOMINIUM

Rel-D BK 1669 PG 617 7-31-91

Developer is the owner of the fee simple title to that certain real property situated in Chapel Hill Township, Orange County, and Triangle Township, Durham County, State of North Carolina, which property is shown as Phases 1 and 2 on Exhibit "A" which is attached hereto and incorporated herein by reference, and on which property there have been constructed two (2) two story buildings containing a total of twelve (12) condominium living units and their supporting facilities, areas designated for at least twelve (12) parking spaces and other appurtenant improvements. There are no basements. The buildings are of wood frame construction with brick veneer and wood siding. Developer does hereby submit the above described property and improvements to condominium ownership under the provisions of Chapter 47A of the General Statutes of North Carolina (Unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as "Finley Forest Condominium." Hereinafter in this Declaration, Finley Forest Condominium is sometimes referred to as the "Condominium."

Release BK 1482 PG 605-606 10-3-88

Rel-Dead BK 939 PG 5054 PG 871 11-25-91

Release BK 1483 PG 958-959 10-11-88

Developer presently intends, but is not obligated, to expand Finley Forest Condominium beyond the twelve (12) unit, Phase 1 and Phase 2, described above to include up to sixty (60) additional phases with a maximum of three hundred sixty (360) additional Units. The total number of Units in all phases would not exceed three hundred seventy-two (372). Phases 3 through 62, if constructed, will be located on the land shown on Exhibit "A" as Phases 3 through 62; provided, however, that Developer shall not be required to construct any such new phase upon the land shown on Exhibit "A" bearing the same numerical designation as any such new phase, there being no commitment herein to build any new phases in the sequential order shown on Exhibit "A" attached hereto. The methods and procedures for expanding the Condominium to include these additional phases and the effects of such expansion are described in Articles IV and XXVII of this Declaration.

Amend BK 1502 PG 189 PG 202 1-17-89

Amend BK 1519 PG 7 4-20-89

Amend BK 1303 PG 271 12-4-89

Release BK 1527 PG 566 6-5-89

Amendment 7-22-85 BK 1321 PG 547 PG 532

Amendment 8-20-85 BK 1227 PG 257 PG 272

Release 7-9-85 BK 1219 PG 518

Release 6-14-85 BK 1215 PG 406

Release BK 1527 PG 575 PG 581 6-6-89

Amendment 4-30-87 BK 1366 PG 683-700

Release 5-29-87 BK 1374 PG 625

Release 5-29-87 BK 1374 PG 637

Release BK 1383 PG 771 PG 792

Release BK 1478 PG 369-370 9-15-88

Amend BK 1533 PG 56 7-3-89

Amendment BK 1615 PG 454 9/10/90

Amendment BK 1397 PG 70-21 8/27/87

Release BK 1451 PG 949 5/24/88

Release BK 1468 PG 327-328 8-1-88

Amendment BK 1416 PG 230 11-23-87

Rel BK 1165 PG 906 6-13-91

Release BK 1516 PG 5 4-3-89

Release BK 1471 PG 92-93 8-12-88

Release BK 1469 PG 916-917 8-5-88

Release BK 1470 PG 363-364 8-9-88

Rel BK 1667 PG 157 7-24-91

Release BK 1516 PG 48 4-3-89

Release BK 1476 PG 529-530 9-6-88

Rel-Dead BK 1699

Release BK 1475 PG 849-850 9-1-88

As shown on Exhibit "B" attached hereto and made a part hereof, the Units in the Condominium presently are composed of three types of Units, according to their location and floor plan: the A-1 type Unit, B-1 type Unit and B-2 type Unit. At the time of the recording of this Declaration, the Condominium contains four (4) A-1 type Units, four (4) B-1 type Units and four (4) B-2 type Units. If Developer expands the Condominium by the addition of new phases and Units, Developer reserves the right to construct such new Units as A-1 type Units, B-1 type Units or B-2 type Units or to construct three bedroom type Units to be known as C-1 type Units by enclosing the first floor decks of the A-1 type Units and by enclosing space on the second floor of the A-1 type Units directly above the first floor decks thereof. The number, locations and combination of any such additional Units shall be determined solely by the Developer; provided, however, that of the total number of additional Units added to the Condominium ("Additional Units"), no more than one-half (1/2) of the Additional Units shall be A-1 type Units, no more than one-half (1/2) of the Additional Units shall be B-1 type Units, no more than one-half (1/2) of the Additional Units shall be B-2 type Units and no more than one-half (1/2) of the Additional Units shall be C-1 type Units. The locations, dimensions and configurations of the Additional Units (up to a maximum total of three hundred sixty (360) Additional Units) will be determined by the Developer and set forth in amendments to this Declaration as provided in Articles IV and XXVII herein.

In lieu of adding Phases 44 through 62 to the Condominium, Developer reserves the right, in its sole discretion, to construct on the land shown as Phases 44 through 62 on Exhibit "A," one hundred fifty-two (152) apartment units for rent. Such apartment units would not be a part of the Condominium.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "B," consisting of 4 pages, is a survey of the land and graphic descriptions and plans of the improvements constituting the Condominium, identifying the Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined, and their respective locations, approximate dimensions and principal building materials. Each Condominium Unit is identified by specific numerical designation on said Exhibit "B," and no Condominium Unit bears the same designation as any other Condominium Unit.

III.

DEFINITIONS

The Condominium consists of Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined.

AGMT

BK 2395

PG 426

12-3-97

A. Condominium Units as the term is used herein shall mean and comprise the twelve (12) separate numerically identified Dwelling Units which are designated in Exhibit "B" to this Declaration of Condominium, excluding, however, all spaces and improvements lying:

1. Beneath the subflooring material of all floors;
2. Beneath the interior surfacing material (sheet rock) of all perimeter walls, interior bearing walls and/or bearing partitions;
3. Above the interior surfacing material (sheet rock) of the ceilings;

provided, however, that all pipes, ducts, wires, conduits and other facilities, wherever located, which furnish utilities and other services to only one Condominium Unit shall become a part of the Unit with which they are associated, at the point at which such pipes, ducts, wires, conduits and other facilities become devoted to the exclusive use of such Unit. All pipes, ducts, wires, conduits and other facilities which furnish utilities and other services to more than one Condominium Unit and to the Common Areas and Facilities shall be excluded from the Condominium Units. All exterior doors, window frames, panes and screens shall be part of the respective Condominium Units, provided, however, that the exterior decoration and painting of the exterior surface of such doors and window frames shall be the responsibility of the Association, as hereinafter defined.

As shown on Exhibit "B" there are wooden decks associated with each Condominium Unit. There are exterior stairways associated with certain Units. Such decks and stairways are a part of the respective Units as shown and bear the same numerical designation on Exhibit "B" as the Unit to which they are attached.

B. Common Areas and Facilities, sometimes referred to herein as "Common Property," shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the Condominium Units and all personal property held and maintained for the use and enjoyment of all the Owners of Condominium Units. The light fixtures activated by photocells which are mounted on the exterior masonry walls of the A-1 and B-1 type Units are a part of the Common Property and the Association shall be responsible for the maintenance, repair and replacement of such fixtures; provided, however, that the Owners of the A-1 and B-1 type Units to which such fixtures are attached acknowledge that such lighting fixtures are a part of the individually-wired electrical system of those Units and, by acceptance of the deed for such Unit, such Owners agree to furnish electricity for the operation of such lights and individually to bear the cost of such electricity. The hose bibs, which are the exterior faucets mounted on the exterior masonry walls of certain Units, are also a part of the Common Property and the Association shall be

responsible for the maintenance, repair and replacement of such faucets; provided, however, that the Owners of the Units to which such faucets are attached acknowledge that such faucets are a part of the plumbing system of those Units and, by acceptance of the deed for such Unit, such Owners agree to furnish water for the operation of such faucets and individually to bear the cost of such water for use by the Association in watering and maintaining the shrubs, flowers, lawn and grounds of the Common Property.

C. Certain portions of the Common Areas and Facilities are reserved for the use of a particular Condominium Unit to the exclusion of other Units and are designated as "Limited Common Areas and Facilities." Limited Common Areas and Facilities and the Condominium Units to which they are reserved are as follows:

As shown on Exhibit "B" all of the Units have fireplaces. The flues and chimneys serving such fireplaces are reserved for the use of the Owners of Units with which they are associated.

The terms "Association of Unit Owners," "Building," "Common Areas and Facilities" (sometimes herein referred to as "Common Property"), "Common Expenses," "Common Profit," "Condominium," "Declaration," "Majority" or "Majority of Unit Owners," "Person," "Property," "Recordation," "Unit" or "Condominium Unit," "Unit Designation," and "Unit Owner," unless it is plainly evident from the context of this Declaration that a different meaning is intended, shall, as used herein, have the meaning set out in Section 3 of Chapter 47A of the General Statutes of North Carolina, known as the Unit Ownership Act, as that statute exists as of the date of the filing of this Declaration.

IV.

OWNERSHIP OF CONDOMINIUM UNITS
AND
APPURTENANT INTEREST IN COMMON PROPERTY

Each Condominium Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit shall also own, as an appurtenance to the ownership of each said Condominium Unit, an undivided interest in the Common Property. The undivided interest appurtenant to each Condominium Unit as of the date of this Declaration is as set out in Exhibit "C" attached hereto and made a part hereof. The proportional interest in the Common Property that is appurtenant to each Condominium Unit as shown in said Exhibit has been determined by a ratio formulated upon the relation that the approximate fair market value of each Unit at the date of the Declaration bears to the then aggregate fair market value of all of the Units having an interest in the Common Property. In the event Developer and all of the Condominium Unit Owners, acting through the Developer as their Attorney-in-Fact as provided in Article XXVII-B hereof, elect to add additional phases

to the Condominium, then the percentage undivided interest in the Common Property appurtenant to each Condominium Unit will change. In the event Developer elects to add such additional phases, Developer shall, in each instance, file an amendment to this Declaration setting forth the percentage undivided interest in the Common Area appurtenant to each Unit then a part of the Condominium at the time of such filing. The proportional interest in the Common Property appurtenant to each Condominium Unit has been and will be determined by a ratio formulated upon the relation that the approximate fair market value of each Unit in the Condominium bears to the then aggregate fair market value of all of the Units in all phases having an interest in the Common Property. The approximate fair market value of each Unit and the aggregate fair market value of all of the Units has been and will be determined by the Developer, and this determination shall be binding upon all Unit Owners. Each Unit Owner shall be deemed by his acceptance of the deed to a Condominium Unit to have consented to the powers of amendment herein reserved by Developer and to any amendments previously or thereafter executed by Developer pursuant to this Article IV and to Article XXVII-B hereof. Further, each Unit Owner and each Institutional Lender, as hereinafter defined, shall be deemed by the Owner's acceptance of a deed to a Condominium Unit to have appointed Developer their Attorney-in-Fact to give, execute and record the consent of said Owner and Institutional Lender to any and all amendments executed pursuant to this Article and to Article XXVII-B.

Except as provided herein, the percentage of undivided interest in the Common Property assigned to each Condominium Unit shall not be changed except with the unanimous consent of all of the Owners of all of the Condominium Units and with the consent of all of the Institutional Lenders, as defined in Article XXIX hereof, holding first mortgages or first deeds of trust on the Condominium Units.

V.

RESTRICTION AGAINST FURTHER SUBDIVIDING OF
CONDOMINIUM UNITS; SEPARATE CONVEYANCE
OF APPURTENANT COMMON PROPERTY PROHIBITED

Except for the rights of Developer to create C-1 type units out of the A-1 type units as specifically provided herein, no Condominium Unit may be divided or subdivided into a smaller Unit or Units than as shown on Exhibit "B" hereto, nor shall any Condominium Unit or portion thereof be added to or incorporated into any other Condominium Unit. The undivided interest in the Common Property declared to be an appurtenance to each Condominium Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Condominium Unit, and the undivided interest in Common Property appurtenant to each Condominium Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Condominium Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying,

devising, encumbering or otherwise dealing with such Condominium Unit. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to or upon a Condominium Unit shall be null, void and of no effect insofar as the same purports to affect any interest in a Condominium Unit and its appurtenant undivided interest in Common Property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Condominium Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Condominium Unit, which describes said Condominium Unit by the numerical designation assigned thereto in Exhibit "B" without limitation or exception, shall be deemed and construed to affect the entire Condominium Unit and its appurtenant undivided interest in the Common Property. Nothing herein contained shall be construed as limiting or preventing ownership of any Condominium Unit and its appurtenant undivided interest in the Common Property by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI.

THE CONDOMINIUM SUBJECT TO RESTRICTIONS

The Condominium Units, Common Property and Limited Common Areas shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said Condominium Units, Common Property and Limited Common Areas and setting forth the obligations and responsibilities incident to ownership of each Condominium Unit and its appurtenant undivided interest in the Common Property, and said Condominium Units, Common Property and Limited Common Areas are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the Condominium.

VII.

PERPETUAL NON-EXCLUSIVE EASEMENT IN
COMMON PROPERTY

The Common Property shall be, and the same is hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Owners of Condominium Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners of Condominium Units. Notwithstanding anything above provided in this Article, Finley Forest Condominium Association, Inc., hereinafter identified, shall have the exclusive right to establish the rules and regulations pursuant to which the Owner of any Condominium Unit, his family, guests and invitees, may be entitled to use the Common Property, including the right to make permanent and temporary assignments of parking spaces, and to establish regulations concerning the use thereof.

VIII.

EASEMENT FOR UNINTENTIONAL AND NON-
NEGLIGENT ENCROACHMENTS

In the event that any Condominium Unit shall encroach upon any Common Property, or any other Condominium Unit or Units, as a result of initial construction or for any reason not caused by the purposeful or negligent act of the Condominium Unit Owner, or agents of such Owner, then an easement appurtenant to such Condominium Unit shall exist for the continuance of such encroachment upon the Common Property or upon a Condominium Unit for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any Condominium Unit, then an easement shall exist for the continuance of such encroachment of the Common Property upon any Condominium Unit for so long as such encroachment shall naturally exist. If any Condominium Unit or Common Property shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction of such Unit and/or Common Property in accordance with Article XXII hereof, there exist encroachments of portions of the Common Property upon any Condominium Unit, or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Property, then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

IX.

RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON PROPERTY

Recognizing that the proper use of a Condominium Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners that the ownership of the Common Property be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Property appurtenant to each Condominium Unit shall remain undivided and no Unit Owner shall bring or have any right to bring any action for partition or division.

X.

ADMINISTRATION OF THE CONDOMINIUM
BY FINLEY FOREST CONDOMINIUM ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the Condominium by the Owners of the Condominium Units, a non-profit North Carolina corporation known and designated as Finley Forest Condominium Association, Inc. has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident

thereto in accordance with the terms of its Articles of Amendment and By-Laws. A true copy of said Articles of Amendment and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "D" and "E" respectively. The Owner or Owners of each Condominium Unit shall automatically become members of said corporation upon his, their or its acquisition of an ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Property, and the membership of such Owner or Owners shall terminate automatically upon such Owner or Owners being divested of such ownership interest in the title to such Condominium Unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in said corporation or to any of the rights or privileges of such membership except as set forth in Article XXIX hereof. In the administration of the operation and management of the Condominium, Finley Forest Condominium Association, Inc. shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and to collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Condominium Units and Common Property as the Board of Directors of said Association may deem to be in the best interests of the Association. Finley Forest Condominium Association, Inc. is hereinafter referred to as "Association."

XI.

RESIDENTIAL USE RESTRICTIONS
APPLICABLE TO CONDOMINIUM UNITS

Each Condominium Unit is hereby restricted to residential use by the Owner thereof, his immediate family, guests, invitees and lessees. Any lease or rental agreement for a Unit shall be in writing, upon a lease or rental form approved by the Association and for a period of at least six (6) months. Such leases shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Amendment and By-laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. No Owner of any Condominium Unit shall permit the use of his Unit for transient hotel or commercial purposes. Corporate or partnership members, other than the Developer, shall permit the use of a Condominium Unit owned by it only by its principal officers, directors or partners, or other guests or lessees. Such corporate or partnership member shall annually sign and deliver to the Association a written statement designating the name of the party (or parties) entitled to use such Condominium Unit, together with a written covenant of such party in favor of the Association whereby the party agrees to comply with the terms and provisions of this Declaration of Condominium and with the rules and regulations which may be promulgated by the Association from time to

time and acknowledging that the party's right to use such Condominium Unit shall exist only so long as the corporation or partnership shall continue to be a member of the Association. Upon demand by the Association to any corporate or partnership member to remove a party for failure to comply with the terms and provisions of the Declaration of Condominium and/or the rules and regulations of the Association or for any other reason, the corporate or partnership member shall forthwith cause such party to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish such removal, and all such action by the Association shall be at the cost and expense of the Owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred in the process of removal.

Anything in this Declaration to the contrary notwithstanding, Developer shall have the right to maintain a sales office and model units and to display advertising signs upon the Common Property during the period of Unit sales. The sales office shall be located in the portion of the Clubhouse known as the "Meeting Room," and such sales office shall not exceed 1200 square feet in size. During the time in which Developer shall maintain such sales office and model units, Developer shall have the non-exclusive right to utilize the fenced walkways located upon the Common Property which connect the sales office with the model units. The rights outlined in this paragraph shall terminate when all Units in all phases of the Condominium are sold, or on December 31, 1991, whichever occurs first.

XII.

USE OF COMMON PROPERTY SUBJECT TO RULES
OF ASSOCIATION

The use of Common Property, including the Limited Common Areas and Facilities, by the Owner or Owners of all Condominium Units, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association.

Operative campers and other recreational vehicles may, in the Board's discretion, be parked and/or stored in specified areas of the Common Property, such areas to be designated by the Association.

XIII.

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES:
RESTRICTION AGAINST NUISANCES

No immoral, improper, offensive or unlawful use shall be made of any Condominium Unit or of the Common Property, nor any part

thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Owner of any Condominium Unit shall permit or suffer anything to be done or kept in his Condominium Unit, or on the Common Property, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, nor shall any Owner undertake any use or practice which shall create and constitute a nuisance to any other Owner of a Condominium Unit, or which interferes with the peaceful possession and proper use of any other Condominium Unit or the Common Property.

XIV.

RIGHT OF ENTRY INTO CONDOMINIUM UNITS IN EMERGENCIES

In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Managing Agent, shall have the right to enter such Condominium Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

XV.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it may be necessary to enter any Condominium Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, the Owner of each Condominium Unit shall permit the duly constituted and authorized Agent of the Association to enter such Condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice.

XVI.

LIMITATION UPON RIGHT OF OWNERS TO
ALTER AND MODIFY CONDOMINIUM UNITS; NO
RIGHT TO ALTER COMMON PROPERTY

No Owner of a Condominium Unit shall permit any structural modification or alteration to be made to such Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger the Condominium in part or in its entirety.

The Association, through the Board of Directors (or its Architectural Control Committee), shall regulate the external design, appearance, use, location and maintenance of the Condominium and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. No Owner shall install any television or radio antennae which protrudes through the walls or roof of the Condominium. No Owner shall cause any other improvements, alterations, repairs or changes to be made on the exterior of the Condominium (including painting or other decoration, the installation of electrical wiring or any other objects or devices which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association being first had and obtained. No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences and the planting or growing of flowers, trees, shrubs or any other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the written consent of the Association being first had and obtained.

Any Unit Owner desiring to make any improvement, alteration or change described above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors which shall evaluate such plans and specifications in light of the purpose of this Article as set forth above. The Board of Directors shall be entitled to charge a Unit Owner submitting plans and specifications a thirty-five dollar (\$35.00) fee (or such other amount as the Board may determine) for the Board's review and evaluation thereof, regardless of whether or not such Unit Owner's request is granted by the Board. As a condition to the granting of approval of any request made under this Article, the Association may require that the Unit Owner requesting such change be liable for any cost of maintaining, repairing and insuring the approved alteration. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Unit Owner, and any subsequent Owner of the Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that the cost of maintaining, repairing and insuring such alteration shall be a part of the annual assessment or charge set forth in Article XXIV, and subject to the lien rights described in said Article.

XVII.

RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE COMMON PROPERTY AND ASSESSMENT THEREFOR

The Association shall have the right to make or cause to be made such alterations or improvements to the Common Property

(including the right to grant and establish upon, over and across the Common Property such easements as are necessary or desirable for providing service or utilities to the Units and the Common Property) which do not materially prejudice the rights of the Owner of any Condominium Unit in the use and enjoyment of his Condominium Unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be Common Expenses to be assessed and collected from all of the Owners of Condominium Units. However, where any alterations and improvements are exclusively or substantially for the benefit of the Owner or Owners of certain Condominium Unit or Units, then the cost of making, maintaining, repairing and insuring such alterations or improvements shall be assessed against and collected solely from the Owner or Owners of the Condominium Unit or Units exclusively or substantially benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

XVIII.

MAINTENANCE AND REPAIR BY OWNERS OF CONDOMINIUM UNITS

Every Owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any pipes, ducts, wires, conduits, utility fixtures and/or their connections, wherever located, which provide water, light, power, telephone, sewage and sanitary service exclusively to his Condominium Unit. Should any incidental damage be caused to any of the Common Property or to any other Condominium Unit by virtue of any work which may be done or caused to be done by a Unit Owner in the maintenance, repair or replacement of a portion of his Unit, such Unit Owner shall, at his expense, repair such incidental damage. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the exterior surfaces of any and all walls, ceilings and floors within his Unit including painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner of a Condominium Unit is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement except that the Owner of such Condo-

minium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The Owner of a Condominium Unit who has exclusive use of any Limited Common Area shall maintain such at his own expense. All glass doors, window frames, panes and screens are a part of the respective Condominium Units and shall be maintained by the respective Unit Owners.

XIX.

MAINTENANCE AND REPAIR OF COMMON PROPERTY
BY THE ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities which are not part of a Condominium Unit but which furnish utilities and other services to more than one Condominium Unit and to the Common Property, and should any incidental damage be caused to any Condominium Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Property, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair and replacement of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of a Condominium Unit Owner, his immediate family, guests or invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Unit Owner who is responsible for the act causing the damage (whether done by himself or by his family, guests or invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XX.

INSURANCE, AUTHORITY TO PURCHASE

Insurance policies upon the Property (other than title insurance) shall be purchased by the Association in the name of the managing agent or Board of Directors of the Association, as Trustees for the Condominium Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages on the Condominium Units or any of them, and if

