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FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC ✓
2005 AUG 11 10:53 AM
BK: 19170 PG: 897-967 FEE: \$221.00

INSTRUMENT # 2005153880



2005153880

UNIT FILE NO. 753 PAGE 1-27

DECLARATION OF CONDOMINIUM
for
FIFTH AND POPLAR RESIDENTIAL CONDOMINIUM

Date: August 3, 2005

PREPARED BY AND RETURN TO:
Brent M. Milgrom, Jr.
Parker, Poe, Adams & Bernstein L.L.P.
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION OF CONDOMINIUM
FOR
FIFTH AND POPLAR RESIDENTIAL
CONDOMINIUM

This Declaration of Condominium for Fifth and Poplar Residential Condominium (this "**Declaration**") is made this 3rd day of August, 2005, by Fifth And Poplar Associates, LLC, a Delaware limited liability company ("**Declarant**"), pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled the "North Carolina Condominium Act."

BACKGROUND STATEMENT

*[All capitalized terms in this Declaration of Condominium shall have the definitions set forth in **Article 1** below or as set forth elsewhere in this Declaration of Condominium.]*

Declarant is the owner of the Real Property and improvements more particularly described on **Exhibit "A"** attached hereto (collectively, the "**Condominium Property**") located in the City of Charlotte, Mecklenburg County, North Carolina.

Declarant desires to submit the Condominium Property to the terms and provisions of the North Carolina Condominium Act. In addition, Declarant has deemed it desirable to create a nonprofit, incorporated owners' association that will be delegated and assigned powers of maintaining and administering the Common Elements located within the Condominium Property, of administering and enforcing the covenants and restrictions created in this Declaration, of levying, collecting and disbursing the Assessments and charges created in this Declaration, and of taking any steps or performing any acts deemed necessary or appropriate to preserve the values of Condominium Units within the Condominium Property and to promote the recreation, health, safety and welfare of the Unit Owners. In order to accomplish the foregoing, Declarant is entering into this Declaration.

STATEMENT OF DECLARATION

NOW, THEREFORE, Declarant hereby declares that all of the Condominium Property shall be held, transferred, sold, conveyed, occupied and used subject to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the division of the Condominium Property into condominium units, and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in the Condominium Property, and their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I
DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following terms, words, and phrases shall have the following meanings when used in this Declaration:

Section 1.1 “Annual Meeting” shall mean the annual meeting of the Members of the Association held within the fourth quarter of each calendar year, upon proper notice, at a date, time and at a place from time to time designated by the Executive Board. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation on such date as the initial Executive Board shall determine.

Section 1.2 “Assessments” shall mean the Common Assessment, Special Assessment, Individual Unit Assessment and Initial Working Capital Assessment, all as more fully defined in **Article VIII** of the Bylaws.

Section 1.3 “Association” shall mean and refer to Fifth and Poplar Residential Condominium Owners Association, Inc., a corporation organized and existing under the North Carolina Non-Profit Corporation Act pursuant to and in accordance with this Declaration, the Bylaws, and the North Carolina Condominium Act.

Section 1.4 “Base Assessment” shall mean a portion of the monthly Common Assessment charged to each Unit Owner. The initial monthly Base Assessment applicable to each Unit is set forth on **Exhibit “B”**. Each calendar year, the Base Assessment shall increase or decrease in proportion to the overall increase or decrease in the Common Expenses Budget from the prior year. For example, if the Common Expense Budget increases by 10%, then the Base Assessment applicable to each Unit shall increase by 10%.

Section 1.5 “Building” shall mean and refer to the building within which the Condominium Property is located which contains the Units and the entrances and lobbies, stairways, hallways, mechanical rooms and utility systems and certain other Common Elements.

Section 1.6 “Bylaws” shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto as **Exhibit “C”**, and all amendments to such Bylaws which may from time to time be adopted.

Section 1.7 “Common Elements” shall mean and refer to all portions of the Condominium other than the Units, as depicted on the Plans, and as more particularly described in **Section 5.1** of this Declaration.

Section 1.8 “Common Elements Interest” shall mean and refer to the undivided percentage interest in the Common Elements allocated to each Unit, as set forth on **Exhibit “B”** attached hereto. The Common Elements Interest shall be used to determine each Unit’s share of Common Expenses in the Association, and to allocate the division of proceeds, if any, resulting from any casualty loss or eminent domain proceedings. Common Elements Interests shall be recalculated in the manner described in **Section 5.3** or **Section 9.5** if Units are combined or subdivided in accordance with those provisions.

Section 1.9 “Common Expenses” shall mean and refer to any and all expenditures made by or financial liabilities of the Association, together with any allocations to reserves, pursuant to and in accordance with this Declaration, the Bylaws, and N.C.G.S. §47C-1-103(5).

Section 1.10 “Condominium” shall mean and refer to the Fifth and Poplar Residential Condominium, as established by the submission of the Condominium Property to the terms of the North Carolina Condominium Act by this Declaration.

Section 1.11 “Condominium Documents” shall mean and refer to this Declaration, the Master Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations governing the use of the Condominium Property, as well as the articles of incorporation, bylaws and rules and regulations of the Master Association, all as amended and supplemented from time to time, and all attachments and exhibits thereto.

Section 1.12 “Condominium Property” shall mean and refer to the “Residential Unit” as defined in the Master Declaration, which is hereby subjected to this Declaration.

Section 1.13 “Declarant” shall mean and refer to Fifth And Poplar Associates, LLC, a Delaware limited liability company, its successors, or any party to which it assigns its rights as Declarant under this Declaration.

Section 1.14 “Declarant Control Period” shall mean and refer to the period commencing on the date hereof and continuing until the earlier of: (i) one hundred twenty (120) days after the conveyance of seventy-five percent (75%) of the Units to an Owner other than Declarant; (ii) two (2) years after Declarant ceases to offer Units for sale in the ordinary course of business; or (iii) the date upon which Declarant voluntarily surrenders control of the Condominium in writing.

Section 1.15 “Declaration” shall mean and refer to this Declaration of Condominium, as it may be amended in the future.

Section 1.16 “Executive Board” shall mean and refer to the governing body from time to time of the Association, as constituted in accordance with the Articles of Incorporation of the Association, the Bylaws and the North Carolina Condominium Act.

Section 1.17 “Limited Common Elements” shall mean and refer to those portions of the Common Elements allocated by this Declaration, or by the terms of N.C.G.S. §47C-2-102(2) or (4), for the exclusive use and benefit of one or more, but fewer than all, of the Units, to the exclusion of all other Units, as more fully described in **Section 5.2** of this Declaration, and as depicted on the Plans.

Section 1.18 “Master Association” shall mean and refer to Fifth and Poplar Master Condominium Owners Association, Inc., a corporation organized and existing under the North Carolina Non-Profit Corporation Act pursuant to and in accordance with the Master Declaration, and the North Carolina Condominium Act.

Section 1.19 “Master Condominium” shall mean and refer to the Fifth and Poplar Master Condominium, as established by this Master Declaration.

Section 1.20 “Master Declaration” shall mean the Declaration of Fifth and Poplar Master Condominium and any amendments thereto recorded in the Office of the Mecklenburg County Register of Deeds.

Section 1.21 “Member” shall mean any person or entity entitled to membership in the Association as provided herein.

Section 1.22 “Mortgage” shall mean and refer to a mortgage or deed of trust constituting a lien on a Unit.

Section 1.23 “Mortgagee” shall mean and refer to the owner and holder of the indebtedness secured by a Mortgage that has notified the Association in writing of its name and address, and that it holds a Mortgage on a Unit. Such notice will be deemed to include a request that the Mortgagee be given the notices and other rights described in **Article XVI**.

Section 1.24 “North Carolina Condominium Act” shall mean and refer to Chapter 47C of the North Carolina General Statutes, as it may be amended from time to time.

Section 1.25 “Office Unit” shall mean unit number 144 as shown on the Plans, as are more particularly described in **Article IV** below.

Section 1.26 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit, but shall exclude those persons or entities having an interest in any Unit as merely security for the payment or performance of an obligation.

Section 1.27 “Plans” shall mean and refer to the plat, plans and specifications for the Building and Condominium Property, including any amendments thereto, recorded under the name of the Condominium in the Unit Ownership File in the Office of the Register of Deeds of Mecklenburg County.

Section 1.28 “Real Property” shall mean the real property described on **Exhibit “A”**.

Section 1.29 “Residential Units” shall mean all of the units located within the Condominium other than the Office Unit, as more particularly described in **Article IV** below.

Section 1.30 “Rules and Regulations” shall mean all rules and regulations adopted by the Executive Board in accordance with the terms of this Declaration and the Bylaws.

Section 1.31 “Special Declarant Rights” shall have the meaning set forth in N.C.G.S. §47C-1-103 and as more particularly described in **Article VI** below.

Section 1.32 “Special Declarant Rights Period” shall commence as of the recordation of this Declaration and shall continue for fifteen (15) years thereafter unless Declarant records a statement of termination of such rights in the Mecklenburg Public Registry prior to such time.

Section 1.33 “Units” shall mean the three hundred four (304) Residential Units and the one (1) Office Unit as are more particularly described in **Article IV** below.

In addition, the definitions set forth in N.C.G.S. §47C-1-103 are incorporated in this Declaration by reference, and the terms defined therein shall have the meanings set forth therein when used in this Declaration or the Condominium Documents; unless those terms are expressly

defined otherwise in this Declaration or unless it is plainly evident from the context that a different meaning is intended.

ARTICLE II
DESIGNATION OF CONDOMINIUM

The Condominium Property is located in Mecklenburg County, North Carolina. The Condominium Property is subjected to the terms of the North Carolina Condominium Act by this Declaration. The name of the Condominium is "Fifth and Poplar Residential Condominium."

ARTICLE III
DESCRIPTION OF BUILDING

The Building constructed on the Real Property is a post-tension concrete flat plate structure with exterior heavy gauge steel stud walls. The Building contains the residential Units, parking deck, residential amenities and common areas as well as certain commercial space and amenities (which are not included in the Condominium, but are part of the Master Condominium as described in the Master Declaration). The Building is more particularly described in the Plans. The Plans contain a certification by a North Carolina Registered Land Surveyor, and by a North Carolina Licensed Architect, that the Plans contain all the information required by N.C.G.S. §47C-2-109, and have been recorded under the name of the Condominium in the Unit Ownership File of the Mecklenburg County Public Registry.

ARTICLE IV
DESCRIPTION OF UNITS

Section 4.1 Location of Building. The location and dimensions of the Building are shown on the Plans.

Section 4.2 Units. The location of Units within the Building, their dimensions, and their floor and ceiling elevations, are shown on the Plans. There are a total of three hundred five (305) Units within the Condominium. The identification number for each Unit is set forth on the Plans.

Section 4.3 Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper Boundary: The horizontal plane of the top surface of the wallboard in the ceilings within the Unit. In certain Units, as depicted on the Plans, the ceilings within different portions of the Unit may be at different elevations; in such cases, the upper boundary of the Unit shall not be a single plane, but shall vary with the differing finished ceiling elevations within different portions of the Unit.

(b) Lower Boundary: The horizontal plane of the top surface of the subflooring within the Unit. In certain Units, as depicted on the Plans, the floors within different portions of the Unit may be at different elevations; in such cases the lower boundary of a Unit shall not be a single plane, but shall vary with the differing finished floor elevations within different portions of the Unit.

(c) Vertical Boundaries: The vertical planes which include the back surface of the wallboard of all walls bounding the Unit, extended to intersections with each other, and with the upper and lower boundaries. Certain Units as shown on the Plans, may be initially combined by Declarant, or subsequently combined pursuant to the terms of this Declaration. Notwithstanding the fact that such Units may be physically combined, they shall still contemplate multiple Units for all purposes hereunder and the vertical boundaries of each such Unit shall be shown on the Plans (notwithstanding the fact that there may be no physical boundary).

As provided in N.C. Gen. Stat. §47C-2-102(1), all lath, flooring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, floors, and ceilings are part of the Unit. Furthermore, all interior walls (except load bearing walls), partitions, fixtures, appliances, cabinets and other facilities or improvements lying completely within the boundaries of a Unit shall be a part of such Unit. As provided in N.C. Gen. Stat. §47C-2-102(2), if any chute, flue, duct, wire, pipe for water or sewer, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit shall be a Limited Common Element allocated to that Unit, as provided in **Section 5.2** below, and any portion thereof serving more than one Unit, or any portion of the Common Elements, shall be a Common Element.

ARTICLE V COMMON ELEMENTS

Section 5.1 Common Elements. The Common Elements include all portions of the Condominium that are not part of the Units, including without limitation:

- (a) The Real Property.
- (b) All improvements located within the Real Property outside of the Units, including without limitation the Limited Common Elements described in **Section 5.2** below and the elevators, elevator lobbies, interior stairwells and interior corridors within the Condominium Building.
- (c) The foundations, roofs, columns, girders, beams, supports, exterior and interior load-bearing walls, floors within and between Units, and all other structural elements of the Condominium Building.
- (d) Any public connections and facilities for utility services serving the Condominium Building and located within the Real Property that are not owned by the public utility or municipal agency providing such services, until owned or maintained by the public utility or municipal agency providing such service.
- (e) All tangible personal property required for the operation and maintenance of the Condominium that may be owned by the Association.

Section 5.2 Limited Common Elements. The Limited Common Elements shall be composed of the following:

(a) Those portions of any chute, flue, duct, wire, pipe for water or sewer, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside the designated boundaries of the Units, but serving exclusively fewer than all of the Units, which shall be Limited Common Elements allocated exclusively to the Unit(s) served.

(b) Any shutters, awnings, window boxes, non-structural components of balconies and terraces, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside that Unit's boundaries, which shall be Limited Common Elements allocated exclusively to that Unit.

(c) Any portions of the heating, ventilating, and air conditioning systems, including fans, compressors, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit, but serving less than all of the Units in the Building, which shall be Limited Common Elements allocated exclusively to the Unit or Units that they serve.

(d) One (1) parking space shall be allocated to each Residential Unit as a Limited Common Element appurtenant to the Unit, all as identified on the Plans and as allocated in the initial deed from Declarant to each Unit Owner.

(e) One or more storage closets may be allocated to a Unit by deed from the Declarant, following which time such storage closet(s) shall constitute a Limited Common Element appurtenant to the Unit, all as identified on the Plans and as allocated in the initial deed from Declarant to each Unit Owner.

(f) Those areas indicated as Limited Common Elements on the Plans.

References in this Declaration to the "Common Elements" shall include the Limited Common Elements unless the context clearly indicates otherwise. The allocation of use of Limited Common Elements to the Units as provided for in this Declaration shall not be altered without the unanimous consent of the Owners whose Units are affected.

Section 5.3 Undivided Interests of Owners in Common Elements. The percentage interest in the Common Elements allocated to each Unit shall be the Common Elements Interest for that Unit as set forth on **Exhibit "B"** attached hereto. Except as set forth in **Section 9.5** and **Section 6.3**, the Common Elements Interest allocated to each Unit shall not be changed except with the unanimous consent of all the Owners of all the Units and with the consent of all the Mortgagees, except as may be specifically authorized by the Condominium Act or elsewhere in this Declaration. In particular, if Declarant exercises its development right to subdivide, combine and/or create additional Units and Limited Common Elements, Declarant shall have the right to adjust the Common Elements Interest for each Unit in accordance with the following formula: the Common Elements Interest allocated to each Unit is based on the heated square footage of that Unit, as shown on the Plans, calculated by dividing the heated square footage of that Unit by the total heated square footage of all Units, and by multiplying the quotient so calculated by one hundred (100). The Supplemental Declarations required by **Section 6.3** of this Declaration shall contain a new allocation of Common Elements Interest calculated in

accordance with the foregoing formula which shall be substituted for **Exhibit "B"** attached to this Declaration in the event that Declarant exercises this development right.

Section 5.4 Maintenance of Common Elements.

(a) Except as specified herein, the Association shall be responsible for the maintenance and repair of all Common Elements, including all structural elements of balconies and terraces and other Limited Common Elements, but excluding non - structural elements of Limited Common Elements and maintenance or repairs caused by the negligence or intentional misconduct of any Unit Owner, his agents, invitees or family members, which shall be the responsibility of that Unit Owner.

(b) The cleanliness and orderliness of any Limited Common Elements that serve a single Unit, including terraces and balconies, but excluding the parking spaces, shall be the sole responsibility of the individual Owner having the right to the use and enjoyment of such Limited Common Elements. Notwithstanding any other provisions of this Declaration, or any provision of the Bylaws or the North Carolina Condominium Act, the obligation for maintenance, repair, or replacement of any portions of the heating, ventilating, air conditioning systems, or other non-structural improvements that are Limited Common Elements serving fewer than all of the Units shall be the sole responsibility of the Owner(s) of the Unit(s) to which such Limited Common Elements are allocated. Notwithstanding each Owner's obligation to maintain any Limited Common Elements which serve his or her Unit, each such Owner shall obtain the written consent of the Executive Board (or Independent Manager) in accordance with **Section 8.8** of the Bylaws, prior to performing any repairs or alterations.

Section 5.5 Maintenance Responsibilities of the Unit Owner. Each Unit Owner shall be responsible for the maintenance and repair of all portions of his or her Unit and (except as specified herein) their Limited Common Elements appurtenant thereto, excluding all structural elements (for example, structural elements of balconies and terraces).

ARTICLE VI
SPECIAL DECLARANT RIGHTS

Section 6.1 Special Declarant Rights. Until the expiration of the Special Declarant Rights Period, Declarant will have the following Special Declarant Rights with respect to all of the Property, in addition to any other such rights reserved in this Declaration:

(a) Development Rights. The right to exercise all "development rights" (hereinafter, "**Development Rights**") as defined from time to time in the North Carolina Condominium Act with respect to all of the Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

- (1) The right to complete any improvements shown on the Plans.
- (2) The right to subdivide Units, combine Units and alter Unit boundaries, so long as the maximum number of Units does not exceed three hundred fifty (350) Units. If Declarant chooses to physically combine two (2) or more Units, the combined Units

shall still contemplate multiple Units for all other purposes hereunder (i.e. voting, assessment, parking space assignment, etc.).

(3) The right to maintain within the Condominium, one sales office, one management office, up to five model Units, and signs advertising the Condominium. The offices, model Units and signs will be of sizes and styles determined by Declarant, and may be relocated by Declarant from time to time. At all times, the offices, model Units and signs will remain the property of Declarant and may be removed from the Property by Declarant at any time during or promptly after the expiration of the Special Declarant Rights Period.

(4) The right to appoint any officer or director of the Association, as provided in this Declaration or the Bylaws, but subject to the limitations of the Act.

(5) The right to allocate parking spaces and storage closets located on the Condominium Property to specific Units as Limited Common Elements in the initial deed of conveyance of a Unit by Declarant or in a subsequent deed from Declarant to an Owner.

(b) Easements to Facilitate the Exercise of Special Declarant Rights. Declarant hereby reserves for itself and its successors and assigns a non-exclusive easement upon, across, over, in, and under the Property as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the North Carolina Condominium Act or this Declaration, including, without limitation: (i) easements for ingress and egress and for installation, replacement, repair and maintenance of drainage ditches and facilities, all utilities, including but not limited to water, sewer, gas, telephone, and electrical, cable and other communications systems and indoor sprinkler systems; (ii) easements to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction and renovation of the Building and other improvements on the Property; and (iii) the location of these easements and rights-of-way may be made certain by Declarant and the Association by instruments recorded in the Mecklenburg County Public Registry. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, reservations, exceptions and exclusions necessary or convenient for the development, use and operation of any other property of Declarant, as long as such action does not unreasonably hamper the enjoyment of the Project by the Owners.

(c) Order of Exercise of Declarant's Rights. The fact that Declarant may exercise one or more of Declarant's Development Rights of other Special Declarant Rights on one portion of the Property will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property.

(d) Supplemental Provisions Regarding Declarant's Rights. Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Section below. Declarant reserves the right to amend this Declaration and any Plans in connection with the exercise of any Development Rights or any other Special Declarant Rights to the extent permitted by the Act, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

Section 6.2 Transfer of Special Declarant Rights. Declarant may transfer any Special Declarant Rights created or reserved under the Condominium Documents to any person or entity, by an instrument evidencing the transfer duly recorded in the Office of the Register of Deeds for Mecklenburg County. The instrument shall not be effective unless it is executed by the transferor and the transferee. Upon the transfer of any Special Declarant Rights, the liability of the transferor and the transferee shall be as set forth in N.C. Gen. Stat. §47C-3-104.

Section 6.3 Supplemental Declaration. In order to exercise the development right to combine and subdivide Units, Declarant shall execute and record an amendment to this Declaration in accordance with N.C. Gen. Stat. §47C-2-110 (a "**Supplemental Declaration**"). Any Supplemental Declaration executed and recorded by Declarant to exercise the development right of subdividing or combining Units and creating new Units and Limited Common Elements shall contain an amendment or supplement to the Plans identifying the new Units and Limited Common Elements so created, as well as in an amendment to **Exhibit "B"** attached to this Declaration, assigning and identifying numbers to each new Unit and reallocating the Common Elements Interest among all Units in accordance with the formula set forth in **Section 5.3** of this Declaration. Declarant may exercise the development right to subdivide, combine, or create new Units without the consent or approval of the Association, or any other Owner or Mortgagee, by executing and recording a Supplemental Declaration in accordance with this **Section 6.3**.

ARTICLE VII
RESTRICTIONS ON USE

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit Owner, his or her family members residing in or occupying his or her Unit, guests, invitees, tenants, licensees, heirs, executors, administrators, successors and assigns.

Section 7.1 Use.

(a) Residential Units. Except as specifically set forth herein, all Residential Units shall be used only for single-family residential purposes. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained or permitted on any part of the Condominium Property (except within the Office Unit) unless permitted by the Executive Board.

(b) Office Unit. The Office Unit shall be used for either general office purposes or for single-family residential purposes. The Office Unit may also be used by Declarant as a sales office or model units.

Section 7.2 Nuisance. No obnoxious, offensive or unlawful activity shall be conducted within any Unit, or on or about the Common Elements, nor shall anything be done thereon or therein which may be or which may become an annoyance or nuisance to the other Owners, or endanger the health and safety of any Owner. Nothing shall be done or kept in any Unit or in the Common Elements that will result in the termination of, or an increase in the premium for, the policy of property insurance for the Condominium.

Section 7.3 Noise and Disorderly Conduct. No Owner shall engage in any disorderly conduct on the Condominium Property, or cause or allow any disturbance, including, but not limited to, shouting, singing or playing any musical instruments or electronic equipment (including radios, stereos, televisions, and computer equipment) in a manner that unreasonably disturbs other Owners. The Owner of a Unit shall be responsible for the conduct of such Unit Owner's family members, guests and tenants. It shall be the responsibility of an individual Owner causing unreasonable sound transmissions to remedy the disturbance. For example, the installation of floor covering may minimize sound transmissions to adjacent Units. In cases where a justifiable complaint exists and is confirmed by the Association, the Association is authorized to engage the services of a qualified engineer to recommend a solution, and the Owner causing the unreasonable sound transmission shall be responsible for the reasonable expenses of the engineer, as well as for the expense of implementing the solution recommended by the engineer.

Section 7.4 Prohibitions on Use of Common Elements and Limited Common Elements. The Common Elements (other than the Limited Common Elements and storage areas, if any, designated by the Executive Board) shall not be used for storage of personal property of any kind, including, without limitation, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs. Entrances, lobbies, stairwells, corridors, hallways, sidewalks, driveways, and parking areas shall not be obstructed in any way, or used for other than their intended purposes. Terraces and balconies may be used only for their intended purposes. In general, no activity shall be carried on nor conditions maintained by any Owner either in such Unit Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium Property or which interferes with the quiet enjoyment of other Owners with respect to their Units.

Section 7.5 Garbage. Trash, garbage and other waste shall be kept in sanitary containers within each Unit, or deposited in the appropriate trash chute located on each story of the Building. No trash or garbage shall be kept or stored on terraces or balconies.

Section 7.6 Parking. No Owner or any employee, agent, or invitee of any Owner, shall park, store or keep any vehicle on the Condominium Property except wholly within designated parking areas, and in particular shall not block any entrances, drive aisles, or fire lanes. Except for vehicles being used by persons providing services to the Declarant, the Association, the Unit Owners, or otherwise used or authorized to be used at the Condominium Property by the Declarant, no part of the Condominium Property may be used for the parking of any trailer coaches, house trailers, mobile homes, automobile trailers, camp cars, recreational vehicles, campers, commercial trucks, ¾ ton or larger pick-up trucks, boats, jet skis, boat trailers or any other similar vehicles (collectively the "**Special Vehicles**"). Operative vehicles other than Special Vehicles used by a resident of a Unit as a primary source of transportation may be parked only in the assigned parking spaces for such Unit Owner. Inoperative vehicles may not be parked on the Condominium Property. No auto maintenance and/or repairs may be performed on the Condominium Property. The Association shall have the right to tow any vehicle in violation of this **Section 7.6** at its owner's expense. Likewise, the Executive Board shall have the right to establish Rules and Regulations pertaining to the use of any parking spaces which are not assigned to Unit Owners as Limited Common Elements. Without limiting the foregoing, the Executive Board may elect to rent spaces (which are not assigned as Limited Common Elements)

