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Fredrick Smith
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**AMENDED AND RESTATED DECLARATION
OF EASTOVER MEDICAL PARK II CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF EASTOVER MEDICAL PARK II CONDOMINIUM (this "Declaration") is made as of the 15th day of October, 2020, by EASTOVER MEDICAL PARK II CONDOMINIUM ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association") and CAAC REAL ESTATE PARTNERS, a North Carolina limited liability company, PAULA MYERS STEELE, unmarried, W. BRIAN O'MALLEY, LLC, a North Carolina limited liability company, LEEGALE PARTNERS, LLC, a North Carolina limited liability company, and COSMETIC SURGERY ASSOCIATES, LLC, a North Carolina limited liability company (collectively, the "Current Unit Owners").

WITNESSETH:

WHEREAS, in accordance with Chapter 47C of the North Carolina General Statutes (the "Act"), Elizabeth Square Associates, a North Carolina limited partnership ("Declarant") submitted certain real property situated in the City of Charlotte, County of Mecklenburg, and State of North Carolina to the provisions of the Act by recording that certain Declaration of Eastover Medical Park II Condominium (the "Original Declaration") in Book 5422, Page 884 of the Mecklenburg County Public Registry (the "Registry").

WHEREAS, the Original Declaration was amended pursuant to that certain First Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 5575, Page 449 of the Registry, that certain Second Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 5918, Page 892 of the Registry, that certain Third Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 5959, Page 376 of the Registry, that certain Fourth Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 6139, Page 407 of the Registry, that certain Fifth Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 29073, Page 965 of the

Registry and that certain Sixth Amendment to Declaration of Eastover Medical Park II Condominium recorded in Book 29571, Page 564 (collectively, the "Amendments"; the Original Declaration, as amended by the Amendments is hereinafter referred to as the "Existing Declaration"), to add certain real estate and the Units, Common Elements and Limited Common Elements located thereon to the Condominium and to subdivide one of the Units.

WHEREAS, the real property subject to the Existing Declaration is set forth on Exhibit A attached hereto and incorporated herein by reference (the "Land").

WHEREAS, the Units in the Condominium and the Allocated Interests of each Unit are set forth on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, the Declarant no longer owns any portion of the Property and accordingly the Declarant Control Period (as defined in the Original Declaration) has ended and any other Development Rights (as defined in the Original Declaration) are likewise no longer applicable.

WHEREAS, the Current Unit Owners have more than sixty-seven (67%) of the votes in the Association.

WHEREAS, the Association and the Current Unit Owners are desirous of restating the Existing Declaration to (i) consolidate the Original Declaration and Amendments into a single instrument, (ii) delete those provisions regarding rights of the Declarant that are no longer applicable or necessary and (iii) make other revisions to clarify and streamline the terms of the Existing Declaration.

NOW, THEREFORE, the Current Unit Owners hereby declare that the Property remains subject to the Act and that the Existing Declaration is hereby amended and restated as follows:

ARTICLE I
Definitions

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

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

"Association" means Eastover Medical Park II Condominium Association, Inc., a non-profit corporation organized under Chapter 55A of the General Statutes of North Carolina. It is the Association of the Unit Owners pursuant to Section 47C-3-101 of the Act.

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

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

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

- (i) expenses of administration, maintenance, repair or replacement of the Common Elements;
- (ii) expenses declared to be Common Expenses by the Condominium Documents or by the Act;
- (iii) expenses agreed upon as Common Expenses by the Association; and
- (iv) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

“Condominium” means the real property described in Exhibit A subject to this Declaration.

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

“Declarant” means Elizabeth Square Associates, a North Carolina limited partnership.

“Director” means a member of the Executive Board.

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

“Executive Board” means the board of directors of the Association.

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

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

“Majority of Unit Owners” means Unit Owners of more than fifty percent (50%) of the votes in the Association.

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

“Notice and Comment” means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 18.1 of this Declaration.

“Notice and Hearing” means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 18.2 of this Declaration.

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

“Plats and Plans” means the plats and plans recorded in Unit Ownership File Number 341 and constituting a part hereof, as the same may be amended from time to time.

“Property” means the Land together with all Improvements located thereon and the easements and rights appurtenant thereto, which have been submitted to the provisions of the Act by the Existing Declaration.

“Rules and Regulations” means the rules and regulations for the use of Units and Common Elements and for the conduct of Unit Owners and persons within the Condominium, adopted by the Executive Board pursuant to this Declaration.

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

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

“Unit” means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.4 of this Declaration.

“Unit Owner” means any Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

ARTICLE II

Submission of Property; Number of Units; Boundaries

2.1 Submission; Number of Units. The Current Unit Owners affirm that that Property was previously submitted to the Act and remains subject to the Act. The Condominium contains the total number of Units specified in Exhibit B to this Declaration.

2.2 Persons and Units Subject to Condominium Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Condominium Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Condominium Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions of the Condominium Documents are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

2.3 Easements and Licenses. The easements or licenses to which the Condominium is presently subject are set forth in Exhibit C to this Declaration.

2.4 Boundaries. Boundaries of each Unit in the Condominium are shown on the Plats and Plans as numbered Units with their identifying number and are described as follows:

- (a) Upper Boundary. The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fire-place dampers, extended to an intersection with the vertical perimeter boundaries.
- (b) Lower Boundary. The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors extended to an intersection with the vertical perimeter boundaries and open, horizontal, unfinished surfaces of trim, seals and structural components.
- (c) Vertical Perimeter Boundary. The planes defined by the interior surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of the masonry walls; the unfinished surfaces of the interior trim, fireplaces (if any); and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- (d) Inclusions. Each Unit will include the spaces and Improvements lying within the boundaries described in Subsections 2.4(a), (b), and (c), above, and will also include the spaces and Improvements within such spaces containing any space heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, and electrical receptacles and light fixtures and boxes serving such Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.
- (e) Exclusions. Except when specifically included by other provisions of Section 2.4, the following are excluded from each Unit: the spaces and Improvements lying outside of the boundaries described in Subsections 2.4(a), (b), and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for furnishing utility and similar services to other Units and Common Elements or both.
- (f) Non-Contiguous Portions. Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated outside the boundaries of the Unit or in buildings or structures that are detached or semidetached from the buildings containing the principal occupied portion of

the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity.

- (g) Inconsistency with Plats and Definition. If the description of the Units set forth in this Article II is inconsistent with the Plats and Plans, then this description will control.

ARTICLE III Limited Common Elements

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

- (a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to such Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and each exterior door and window or other fixture designed to serve a single Unit that is located outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to such Unit.
- (c) Stoops and steps and walls at or around the door openings at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Attic space above each Unit with an attic, the use of which is limited to the Unit beneath it.
- (e) Stairways, the use of which is limited to certain Units as shown on the Plats and Plans.
- (f) Chimneys, the use of which is limited to the Unit in which its fireplace is located. In the event of a multiple flue chimney, each flue will be a Limited Common Element allocated to the Unit containing its fireplace while the chimney will be a Limited Common Element allocated to both Units.
- (g) Utility areas, the use of which is limited to the Unit or Units as shown on the Plats and Plans.
- (h) Storm windows and storm doors, if any, will be Limited Common Elements of the Unit to which they serve.
- (i) Certain planting areas and patios and decks, the use of which is limited to the Unit or Units which they adjoin as shown on the Plats and Plans.
- (j) Exterior surfaces, trim, siding, doors and windows will be the Limited Common Elements allocated to the Units sheltered.
- (k) Mailboxes, nameplates, and exterior lighting affixed to the building will be Limited Common Elements allocated to the Unit served.

3.2 Parking Spaces. Those portions of the Common Elements shown as parking spaces on the Plats and Plans may be subsequently allocated as Limited Common Elements by the Association by amendment to this Declaration or may be limited in part to use by visitors only by the Rules and Regulations. All amendments allocating parking spaces shall specify to which Unit or Units the Limited Common Element is allocated.

3.3 Allocation and Reallocation of Limited Common Elements. No Limited Common Element depicted on the Plats and Plans may be reallocated by an amendment to this Declaration; except as part of a relocation of boundaries of Units pursuant to Article VIII of this Declaration. Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The Person executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties thereto and the Condominium. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

ARTICLE IV

Maintenance, Repair and Replacement

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

4.2 Units. Each Unit Owner shall maintain, repair and replace, at such Unit Owner's own expense, all portions of the Unit Owner's Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

4.3. Limited Common Elements. Any Common Expense associated with the maintenance, repair or replacement of any heat exchanger, heat outlet, enclosures and mechanical attachments will be assessed against the Unit or Units to which the Limited Common Element is assigned.

Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of planting areas, patios, decks, exterior surfaces, trim, siding, doors and windows will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Executive Board which may be subject to the approval of any covenants control committee then existing. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be renovated or repaired at the Unit Owner's expense as a Common Expense assessment under this Section, after Notice and Hearing.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed among the Units to which it is assigned in proportion to the Allocated Interests in the Common Expenses for such Units.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to such Unit Owner's Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

4.4 Access. Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs; and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that such requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether the Unit Owner is present at the time.

4.5 Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damage to any other Unit or to the Common Elements caused intentionally, negligently or by such Unit Owner's failure to properly maintain, repair or make replacements to such Unit Owner's Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is required as a result of such misconduct, it will be assessed by the Association following Notice and Hearing.

4.6 Allocation of Responsibilities. The various components of the Condominium shall be maintained by the Association and the various Unit Owners in accordance with the allocation of responsibilities set forth on Exhibit D attached hereto and incorporated herein by reference, as the same may be modified from time to time by the Executive Board following Notice and Comment. In the event of any conflict between the terms of this Declaration and Exhibit D, as the same may be modified from time to time by the Executive Board following Notice and Comment, the terms of Exhibit D, as modified, shall govern and control.

ARTICLE V Allocated Interests

5.1 Allocation of Interests. The table showing Unit Numbers and their Allocated Interests is attached as Exhibit B. These interests have been allocated in accordance with the formulas set out in this Article V. These formulas are to be used in reallocating interests if Units are added to the Condominium.

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

(a) Undivided Interest in the Common Elements. The share of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Condominium. For the purpose of this calculation, the floor areas of basements and attics, if any, are not to be counted.

(b) Liability for the Common Expenses. The share of liability for the Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Condominium. For the purpose of this calculation, the floor areas of basements and attics, if any, are not to be counted. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIII of this Declaration.

(c) Votes. Each Unit in the Condominium shall have the number of votes equal to such Units' share of Common Expenses. Any specified percentage portion or fraction of Unit Owners, unless otherwise stated in the Condominium Documents, means the specified percentage, portion, or fraction of all the votes as allocated in Exhibit B.

ARTICLE VI

Restriction on Use, Alienation and Occupancy

6.1 Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to non-residential use and such office and/or business use as may be allowable under the zoning designation of the Condominium.

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

6.2 Restrictions on Alienation.

(a) A Unit may not be conveyed pursuant to a time-sharing plan.

(b) A Unit may not be leased or rented for a term of less than sixty (60) days. All leases and rental agreements shall be in writing and subject to the requirements of the Condominium Documents and the Association. All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE VII
Additions, Alterations and Improvements

7.1 Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural Improvement in or to the Condominium without the prior written consent thereto of the Executive Board in accordance with Subsection 7.1(c).

(b) Subject to Subsection 7.1(a), a Unit Owner:

(i) may make any other Improvements or alterations to the interior of such Unit Owner's Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(ii) may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association;

(iii) after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this Subsection is not an alteration of the boundaries of any Unit.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything forbidden under Subsections 7.1(a) or 7.1(b)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or Improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or Improvement or to any person having any claim for injury to persons or damage to property arising therefrom.

(e) All additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the Unit Owners of any Units other than those affected by such change.

7.2 Additions, Alterations and Improvements by Executive Board. Subject to any limitations set forth elsewhere in this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

7.3 Exterior Improvements and Landscaping Within Limited Common Elements. Unit Owners may make exterior Improvements within or as a part of Limited Common Elements constituting balconies or patios consisting of repainting, re-staining, addition of architectural detailing, changing of doors and fenestration, planting of gardens, hedges, shrubs, construction of fences, walks, benches, and architectural conceits, provided they are undertaken with the permission of the Executive Board or the covenants control committee if then in existence, following submission of complete plans prepared by an architect or landscape architect and a review of the Executive Board or such committee as to consistency with improvements originally constructed by the Declarant, and consistent with the style and character of the Condominium. No approval will be awarded without Notice and Comment given to the other Unit Owners. It is the intent to provide for limited individualization of the appearance of the buildings while retaining a character consistent with the overall plan of the Condominium.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE VIII

Relocation of Boundaries Between Adjoining Units

8.1 Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article VII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of the Units affected by the relocation. If the Unit Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by the Unit Owners of the affected Units and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

8.2 Recording Amendments. The Association shall prepare and record plats or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment, the plats and plans, recording fees, and the reasonable consultant fees of the Association if the Executive Board deems it necessary to employ a consultant.

ARTICLE IX
Amendments to Declaration

9.1 General. Except in cases of amendments that may be executed by the Association under Article IX of this Declaration and Section 47C-1-107 of the Act, or by certain Unit Owners under Section 8.1 of this Declaration and Section 47C-2-118 of the Act, and except as limited by Section 9.4 and Article XII of this Declaration, this Declaration, including the Plats and Plans, may be amended only by affirmative vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

9.2 Limitation of Actions. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

9.3 Recordation of Amendments. Each amendment to the Declaration must be recorded in every county in which a portion of the Condominium is located, and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article VIII of this Declaration, must be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

9.4 Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act, an amendment may not increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of the unanimous consent of the Unit Owners.

9.5 Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted, in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for such purpose, or in the absence of designation, by the president of the Association.

9.6 Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XII of this Declaration.

9.7 Amendments to Create Units or Withdraw Real Estate. The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Element created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Section 47C-2-110(a) of the Act.

ARTICLE X
Amendment to Bylaws

The Bylaws may be amended only by a vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XI
Termination

Termination of the Condominium may be accomplished only in accordance with Section 47C-2-118 of the Act.

ARTICLE XII
Mortgagee Protections

12.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of Eligible Mortgagees. This Article is supplemental to, and not in substitution for, any other provisions of the Condominium Documents, but in the case of conflict, this Article shall control.

12.2 Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding First Mortgages in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to First Mortgages held by Eligible Mortgagees.

12.3 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a First Mortgage held, insured, or guaranteed by such Eligible Mortgagee, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a First Mortgage held, insured, or guaranteed, by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 12.4; and

(e) Any judgment rendered against the Association.

12.4 Consent Required.

(a) Changes in the Condominium Documents. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Condominium Documents by the Association or Unit Owners described in this Subsection 12.4(a) may be effective without the affirmative vote of Unit Owners of Units to which at least seventy-six percent (67%) of the votes in the Association are allocated (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). "Material" includes, but is not limited to, any provision affecting:

(i) assessments, assessment liens or subordination of assessments liens;

- (ii) voting rights;
- (iii) reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding First Mortgages in such Units must approve such action;
- (vi) rights to use Common Elements and Limited Common Elements;
- (vii) boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding First Mortgages in such Unit or Units must approve such action;
- (viii) convertibility of Units into Common Elements or Common Elements into Units;
- (ix) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (x) insurance or fidelity bonds;
- (xi) leasing of Units;
- (xii) imposition of restrictions on a Unit Owner's right to sell or transfer a Unit;
- (xiii) establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (xiv) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than as specified in the Condominium Documents;
- (xv) termination of the Condominium after occurrence of substantial destruction or condemnation; and
- (xvi) the benefits of Eligible Mortgagees.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees (or any higher percentage specified herein):

- (i) convey or encumber the Common Elements or any portion thereof (as to which eighty percent (80%) Eligible Mortgagee approval is required); provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common

Elements by the Condominium will not be deemed a conveyance within the meaning of this clause;

- (ii) the establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) the restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than as specified in the Condominium Documents;
- (iv) the termination of the Condominium for reasons other than substantial destruction or condemnation (as to which sixty-seven percent (67%) Eligible Mortgagee approval is required);
- (v) the alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the Unit Owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) the merger of this Condominium with any other condominium;
- (vii) the granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for no more than one (1) year);
- (viii) the assignment of the future income of the Association, including its rights to receive Common Expense assessments; and
- (ix) any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non-material addition or amendment to the Condominium Documents shall constitute an approval of the addition or amendment.

12.5 Inspection of Books. The Association shall permit any Eligible Mortgagee, following written request, to inspect the books and records of the Association during normal business hours.

12.6 Financial Statements. The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee requests it and pays the cost of such audit.

12.7 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and their successors and may be enforced by any of them by any available means, at law, or in equity.

12.8 Attendance at Meetings. Any representative of an Eligible Mortgagee may attend and address any meeting which a Unit Owner may attend.

12.9 Appointment of Trustee. In the event of damage or destruction under Article XVI or XVII or condemnation of all or a portion of the Condominium, any Eligible Mortgagee may require that such proceeds be payable to a Trustee. Proceeds will thereafter be distributed pursuant to Article XVII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XIII Assessment and Collection of Common Expenses

13.1 Apportionment of Common Expenses. Except as provided in Section 13.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit B to this Declaration.

13.2 Common Expenses Attributable to Fewer Than All Units.

(a) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed among the Units to which it is assigned in proportion to the Allocated Interests in the Common Expenses for such Units.

(b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such services.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against such Unit.

(d) An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

(e) If Common Expense is caused by the misconduct of a Unit Owner, the Association may assess such expense exclusively against the Unit Owner's Unit.

(f) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Condominium Documents and the Act are enforceable as Common Expense assessments.

13.3. Liens for Unpaid Assessments.

(a) The Association shall have a lien on a Unit for any assessment levied against the Unit which remains unpaid for a period of thirty (30) days or longer past the due date from the time the lien is filed of record in the Office of the Clerk of Superior Court of each county in which the Condominium is located. Fees, charges, late charges, fines, interest and attorneys' fees charged pursuant to the Act and the Condominium Documents are enforceable as assessments under this

Section. If an assessment is payable in installments, the full amount of the assessment becomes immediately due and payable when the first installment thereof remains unpaid in such manner, and the full amount of the assessment shall constitute a lien from the time of such filing.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except:

(i) liens and encumbrances (including, but not limited to, a mortgage or deed of trust on the Unit) recorded before the docketing of the lien in the Office of the Clerk of Superior Court; and

(ii) liens for real estate taxes and other governmental assessments or charges against the Unit.

This Subsection shall not affect the priority of mechanics' or materialmen's liens.

(c) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the docketing thereof in the Office of the Clerk of Superior Court.

(d) This Section does not prohibit an action to recover sums for which Subsection 13.3(a) creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(e) A judgment, decree or order in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

(f) The Association's lien may be foreclosed as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes of North Carolina.

(g) If a holder of a first mortgage or first deed of trust of record, or other purchaser of a Unit, obtains title to the Unit as a result of foreclosure of a first mortgage or first deed of trust, such purchasers, and its heirs, successors and assigns, shall not be liable for the assessments against such Unit which became due prior to acquisition of title to such Unit by such purchaser. Such unpaid assessments shall be deemed to be Common Expenses collectable from all the Unit Owners including such purchaser, and its heirs, successors and assigns.

(h) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

13.4 Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to each Unit Owner and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at any such meeting Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated reject the budget, the budget shall be ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall continue until the Unit Owners ratify a budget proposed by the Executive Board.

13.5 Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than

one enumerated in Section 13.2 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 13.4.

13.6 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement setting out the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of request and shall be binding on the Association, the Executive Board and each Unit Owner.

13.7 Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 13.1 and 13.2 shall be due and payable monthly.

13.8 Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against such Unit Owner's Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

13.9 No Waiver of Liability for Common Expenses. No Unit Owner is or may become exempt from liability for payment of the Common Expenses by waiver of the use and enjoyment of the Common Elements or by abandonment of the Unit against which assessments are made.

13.10 Personal Liability of Unit Owners. The Unit Owner of Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

ARTICLE XIV RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for such purpose, and the Eligible Mortgagee consent described in Article XII.

ARTICLE XV CONDEMNATION

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47C-1-107 of the Act.

ARTICLE XVI INSURANCE

16.1 Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably

available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

16.2. Property Insurance.

(a) Coverage. Property insurance shall cover the project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element), but excluding land, excavations, portions of foundations below the under surfaces of the lowest floors, underground pilings, pipes, flues and drains and other items normally excluded from property policies. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(b) Amounts. Coverage on the project facilities shall be in an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000 or one percent (1%) of the policy face amount.

Each Unit Owner suffering a loss shall pay \$250 towards the policy deductible. The difference between the policy deductible and the aforesaid amounts paid by each Unit Owner shall be paid by the Association as a Common Expense.

(c) Other Provisions. Insurance policies required by this Section shall provide that:

- (i) The insurer waives the right to subrogation under the policy against a Unit Owner, a tenant of a Unit Owner, and any employee of a Unit Owner or of a tenant of a Unit Owner.
- (ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
- (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
- (iv) The loss must be adjusted with the Association.
- (v) Insurance proceeds shall be paid to an insurance trustee designated in the policy for such purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee,

- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be shown, substantially, as the Association "for the use and benefit of the individual owners".

16.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.
- (ii) The insurer waives the right to subrogation under the policy against a Unit Owner, a tenant of a Unit Owner, and any employee of a Unit Owner or a tenant of a Unit Owner.
- (iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
- (v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate memorandum of insurance has been issued at their last known addresses.

16.4. Fidelity Bonds. A blanket fidelity bond may be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether they receive compensation for their services.

16.5. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for such Unit Owner's own benefit.

16.6. Workers Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the State of North Carolina.

16.7. Directors and Officers Liability Insurance. The Executive Board shall obtain and maintain directors and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

16.8. Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

16.9. Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XVII DAMAGE TO OR DESTRUCTION OF PROPERTY

17.1 Duty to Restore. A portion of the Condominium for which Insurance is required under Section 47C-3-113 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) the Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including each Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

17.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

17.3. Plans. The Property must be repaired and restored in accordance with either the original plans and specification or other plans and specifications which have been approved by the Executive Board, a Majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

17.4. Replacement of Less than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

(b) Except to the extent that other persons will be distributees:

- (i) the insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to lienholders, as their interests may appear; and

- (ii) the remainder of the proceeds must be distributed to each Unit Owner or lienholder, as their interests may appear, in proportion to the Common Element interests of all the Units.

(c) If the Unit Owners vote not to rebuild a Unit, the allocated interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Section 47C-1-107(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

17.5. Insurance Proceeds. The Trustee, or if there is no Trustee, then the Executive Board of the Association, acting by the president, shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Subsection 17.1(a) through Subsection 17.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

17.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) whether or not damaged or destroyed property is to be repaired or restored;
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

ARTICLE XVIII RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

18.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Condominium Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners shall have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

18.2. Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after "Notice and Hearing", the following procedures shall be observed: the party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established

by the party conducting the meeting to insure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the manner in which notice of the meeting was given.

18.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XIX EXECUTIVE BOARD

19.1 Members. The Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

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

19.3 Minutes of Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

19.4 Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

- (a) Subject to Article X and Section 19.5, adopt and amend the Bylaw and the Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Unit Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge employees, agents other than managing agents, and independent contractors;
- (f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and

Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium;

- (g) make contracts and incur liabilities;
- (h) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) cause additional Improvements to be made as a part of the Common Elements;
- (j) acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47C-3-112 of the Act;
- (k) grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Section 47C-2-102(2) and (4) of the Act, and for services provided to Unit Owners;
- (m) impose charges for late payment of assessments and, after Notice and Hearing, suspend privileges or services provided by the Association (except rights of access to Lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer, and levy reasonable fines for violations of this Declaration, Bylaws, and the Rules and Regulations of the Association;
- (n) impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47C-4-109 of the Act or statements of unpaid assessments;
- (o) provide for the indemnification of the Association's officers and the Executive Board and maintain directors' and officers' liability insurance;
- (p) assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) exercise any other powers conferred by this Declaration or the Bylaws;
- (r) exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) exercise any other power necessary and proper for the governance and operation of the Association; and

- (t) by resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

19.5 Adoption and Modification of Rules and Regulations. The Executive Board may adopt and amend the Rules and Regulations subject to Notice and Comment.

19.6 Modification of Allocation of Responsibilities. The Executive Board may modify the allocation of responsibilities set forth on Exhibit D attached hereto subject to Notice and Comment.

19.7 Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XX MISCELLANEOUS

20.1 Captions. The captions contained in the Condominium Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Condominium Documents nor the intent of any provision thereof.

20.2 Gender. The use of the masculine refers to the feminine and neuter genders and the use of singular includes the plural, and vice versa, whenever context of the Condominium Documents so requires.

20.3 Waiver. No provision contained in the Condominium Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20.4 Invalidity. The invalidity of any provision of the Condominium Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect.

20.5 Conflict. The Condominium Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Condominium Documents and the provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. In the event of any conflict between this Declaration and any other Condominium Document, this Declaration shall control.

20.6 Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

[SIGNATURES INCLUDED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Association and undersigned Current Unit Owners have caused this Declaration to be executed as of the day and year first above written.

EASTOVER MEDICAL PARK II
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Name: Walter Brian O'Malley
Title: President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: PRESIDENT.

WITNESS my hand and official seal this 14 day of OCTOBER, 2020.

[Signature]
Notary Public Veronica M Casey
(type or print name)

My commission expires: NOV. 1, 2022



[SIGNATURE PAGES CONTINUE.]

UNIT OWNER:

CAAC REAL ESTATE PARTNERS, LLC

By: [Signature] (SEAL)

Name: Charles F. Furr, Jr.

Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

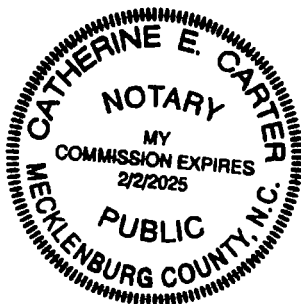
I certify that the following person personally appeared before me this day acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles F. Furr, Manager

WITNESS my hand and official seal this 14th day of October, 2020.

Catherine E. Carter
Notary Public Catherine E. Carter
(type or print name)

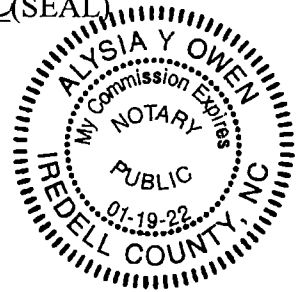
My commission expires: 2/2/2025

(SEAL)



UNIT OWNER:

Paula Myers Steele (SEAL)
PAULA MYERS STEELE



STATE OF NORTH CAROLINA

COUNTY OF Iredell

I certify that the following person personally appeared before me this day acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein: **Paula Meyers Steele**.

WITNESS my hand and official seal this 15th day of October, 2020.

Alysia Y. Owen
Notary Public Alysia Y. Owen
(type or print name)

My commission expires: 1-19-22

(SEAL)

UNIT OWNER:

[Signature] (SEAL)
W. BRIAN O'MALLEY LLC

By: Walter Brian O'Malley
Name: Walter Brian O'Malley
Title: owner

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

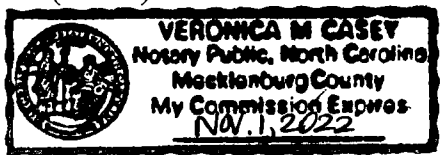
I certify that the following person personally appeared before me this day acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein:

WITNESS my hand and official seal this 14 day of OCTOBER, 2019.

[Signature]
Notary Public Veronica M Casey
(type or print name)

My commission expires: NOV. 1, 2022

(SEAL)



UNIT OWNER:

LEEGALE PARTNERS, LLC

By: Michael Stout, DDS (SEAL)
Name: Michael I. Stout, DDS
Title: President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael I. Stout, DDS

WITNESS my hand and official seal this 9th day of August, 2019.

Angela Flynn
Notary Public Angela Flynn
(type or print name)

My commission expires: 2-23-2022

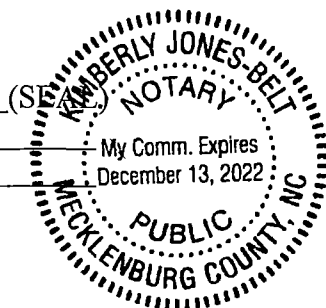
(SEAL)

Angela Flynn
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 2-23-2022

UNIT OWNER:

COSMETIC SURGERY ASSOCIATES, LLC

By: [Signature]
Name: VINCENTS E. VOZI
Title: OWNER



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: OWNER.

WITNESS my hand and official seal this 28 day of June, 2019.

[Signature]
Notary Public Kimberly Jones-Belt
(type or print name)

My commission expires: 12-13-2022

(SEAL)

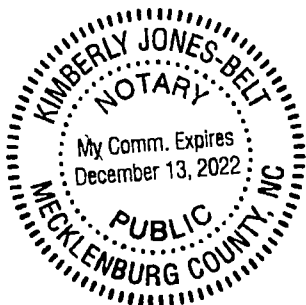


Exhibit A

Legal Description

All that certain land situated in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

All of Phases I, II and III of Eastover Medical Park II Condominium as shown on the plats and plans recorded in Unit Ownership File Number 341 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, reference to which is hereby made for a more particular description.

Exhibit B**Allocated Interests**

Building/Suite	Unit Owner*	Square Feet	Percentage Interest in Common Elements and Expenses
2600-A	CAAC Real Estate Partners, LLC	10,968	20.70%
2600-B	2600 East Seventh Street LLC	4,107	7.75%
2608	Paula Myers Steele	8,255	15.53%
2610	W. Brian O'Malley, LLC	5,295	9.99%
2612	Leegale Partners, LLC	2,978	5.62%
2614-A	Luong-Huy Ngoc Le, D.D.S.	1,212	2.29%
2614-B	CFIAM Charlotte, LLC	6,579	12.42%
2620	Cosmetic Surgery Associates, LLC	10,113	19.09%
2620-A (Unit 2755-A)	Echo Sullie Enterprises, LLC	1,765	3.33%
2620-B (Unit 2755-B)	Echo Sullie Enterprises, LLC	1,735	3.28%
Total	10 Units	52,977	100%

**Unit Owner as of the date of recordation of the Amended and Restated Declaration of Eastover Medical Park II Condominium to which this Exhibit B is attached.*

Exhibit C

Easements and Licenses

The following are the easements and exceptions appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject:

1. Mutual Easement recorded in Book 5024, Page 907, Mecklenburg Public Registry.
 2. Easements for access granted to Eastover Manor, Ltd. in deed recorded in Book 5155, Page 58, Mecklenburg Public Registry.
 3. Rights-of-way to State Highway Commission recorded in Book 2876, Page 447; Book 2869, Page 453; and Book 2904, Page 544, Mecklenburg Public Registry.
 4. Easement to Southern Power Company recorded in Book 394, Page 148, Mecklenburg Public Registry.
 5. Easements to Southern Bell Telephone and Telegraph Company recorded in Book 628, Page 298; Book 628, Page 369; Book 788, Page 137; and, Book 814, Page 332, Mecklenburg Public Registry.
 6. Easement to Southern Public Utilities recorded in Book 748, Page 331, Mecklenburg Public Registry.
 7. Rights-of-way reserved to the City of Charlotte in Book 2176, Page 435 and Hermitage Shopping Center, Inc. in Book 2475, Page 245 for sewer lines, Mecklenburg Public Registry.
 8. Sewer easements to City of Charlotte recorded in Book 748, Page 104 and Book 1424, Page 400, Mecklenburg Public Registry.
 9. Easement to County of Mecklenburg relating to improvements along Briar Creek recorded in Book 3839, Page 166.
 10. Rights of upper and lower riparian owners in and to the waters of Briar Creek and any branch crossing or adjoining the Condominium and the natural flow thereof.
 11. Conditions imposed upon the subject property under the O-5(CD) and B-1(CD) zoning designations applicable to the subject property or portions thereof.
 12. Underground utilities and storm drain lines serving the subject property.
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Exhibit D

Allocation of Condominium Maintenance and Repair Responsibilities

See attached

Eastover II Owners Association Responsibilities Allocation

Item	Association- Common Element	Owner/Tenant	Association- Limited Common Elements	Notes
Canopies *see recorded plans			X	
Cleaning-Exterior Parking Lot	X			
Cleaning-Exterior covered walkways			X	
Cleaning-Interior/Office		X		
Curb Stops	X			
Doors-Exterior (owners are responsible for any automation)			X	
Electricity repairs for lines serving multiple units	X			
Electrical Repairs-Exterior on building			X	
Electrical Repairs-Interior		X		
Electricity-Exterior (pole lights)	X			
Electricity-Interior		X		
Exterior Façade			X	
Fiber/Internet		X		
Fire Systems/Alarms		X		
Gas Service		X		
Gas Service for a main line serving multiple buildings	X			
Generator Maintenance/Service		X		
Gutters/Downspouts	X			
HVAC Systems		X		
Insurance-Common Areas	X			
Insurance-Interior/Business Owner policies		X		
Irrigation	X			
Parking Lot Repairs/Maintenance	X			
Pest Control-Exterior	X			
Pest Control-Interior		X		
Plumbing- Exterior serving multiple units	X			
Plumbing-Exterior servicing a particular unit			X	
Plumbing-Interior (after the elbow that brings the water to building/pipes serving only the suite)		X		
Pressure Washing*			X	Factured into association's annual budget
Roofing	X			
Security Cameras		X		
Security-Exterior	X			
Sidewalks/Curbing (uncovered)	X			
Signage-Parking and Directional Signage	X			
Signage-Exterior Building numbers/tenant signage			X	
Signage-Interior Tenant/Suite Signage (must have association approval)		X		
Snow removal-covered walkways			X	
Snow Removal-parking lots and sidewalks	X			
Storm Drains	X			
Telephone Service		X		
Trash Service (dumpster and corral maintenance and trash hauling)	X			
Tree Maintenance	X			

Water/Sewer Service for exterior lines serving multiple units and common areas

x

Window Repairs-Exterior (windows that have one side facing the common area)

x

Factored into association's annual budget

Window Washing-Exterior (exterior side only)*

x

Window Washing-Interior

x

Common Elements	Repair and maintenance is the responsibility of the association.
Limited Common Elements	Repair and maintenance is the responsibility of the association but will be charged back to the specific unit owner(s) of the building.
Owner/Tenant	Repair and maintenance is the responsibility of the condo owner.