

## MILL CREEK CONDOMINIUMS

The following is a limited and brief summary of "The Declaration of Condominium for Mill Creek" and the "Bylaws" of the Association of Mill Creek Unit Owners. Not every item has been included in this summary because of the extensive detail involved in some sections (i.e. Article 9, Reconstruction or Repair of Casualty Damage). This summary is intended to be a guide to the main points of the documents with the full knowledge that not all items have been included.

### Unit

"Condominium Unit" means a Unit together with the undivided interest in the Common Areas and facilities appertaining to that Unit.

"Unit" means a portion of the condominium intended for independent ownership and use, as more fully set forth and shown in the Condominium Instruments and the Act.

"Unit Owner" has the same meaning as Owner and means one or more persons, including the Declarant, who own a Condominium Unit. This term does not include a Mortgagee in his capacity as such.

Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership of the Condominium Unit by such Unit Owner. There is a one-time membership fee to join the Association which is collected at the time of closing. The Current fee, as of January 1, 1989, is \$140.00 per Unit.

### Common Areas & Facilities, Limited Common Areas

Common Areas consist of all portions of the Condominium other than Units. Limited Common Areas are those which are reserved for the exclusive use of those who are entitled to use of one or more of the Units. The patio, terrace, balcony,, deck, porch or steps, together with any enclosure therefor, which is appurtenant to each Unit having any of the foregoing, shall be a Limited Common Area. If a walkway or steps are designed to serve one or more of the Units, then they shall be a Limited Common Area. All portions of Common Areas on which there is located any portion of heating and air-conditioning system exclusively serving a particular Unit shall be a Limited Common Area.

## Easements

The following easements or encroachments are allowable:

- Structural support - connection between two Units
- Utilities - for use, maintenance, repair and replacement
- Encroachment as a result of construction, repair, renovation
- Maintenance and repair - accessibility for necessary repair
- Replacement of utilities, roads, useful & proper maintenance

## General Annual Assessments

There is a one-time membership fee to join the Association which is collected at closing. That fee, as of January 1, 1989, is \$140.00 per Unit.

The general annual Assessment shall be established by the Board of Directors. Common Expenses of the Association are to be paid through annual assessments as shall include management fees, legal and accounting fees, utility charges for utilities serving common areas, common services, master or blanket policies of insurance for the benefit of all Owners and the Association, taxes, governmental charges, reserve funds for periodic maintenance, repair and replacement of Common Areas (Refer to 6.2.1-6.2.8)

## Meetings of Unit Owners

Annual meeting - shall be held on the second Monday in December of each year at 7:00 P.M. for the purpose of transacting any business authorized by Unit Owners.

Notice of Meeting - written notice shall be given by the Secretary by mail not less than seven days nor more than sixty days before such meeting.

Quorum - Presence of Unit Owners entitled to cast, or of proxies entitled to cast, one-tenth of the votes in the Association shall constitute a quorum for any action.

Proxies - Unit Owners may vote in person or by proxy in writing and filed with Secretary.

Sections 4.7, 4.8, 4.9 details the Order of business, conduct of meetings, adjournments of meetings.

Action without meeting - written consent setting forth action authorized must be signed by all unit owners.

### Signs

No business activities, other than the development and sales activities of Declarant, shall be conducted on any portion of the property. No signs are permitted except during the period that Declarant or Owner have a Condominium Unit for sale.

### Pets

Reasonable number of generally recognized house pets shall be kept or maintained on any portion of property solely as domestic pets. Structure for the care or housing must be maintained within any balcony, deck, patio, terrace area or other Limited Common Areas and Facilities. Pets shall be under leash when walked or exercised in any portion of Common Areas. any droppings must be removed by Owner.

### Antennas

Only the Declarant and the Association shall have the right to erect, construct and maintain antennas or other devices for the transmission or reception of signals.

### Motor Vehicles, Trailers, Boats, etc.

Automobiles and motor vehicles shall be operated and parked only upon those portions of the Common Areas designated for such purposes or designated specifically for such purposes by the Board of Directors.

### Exterior Appearance

Unless otherwise approved by the Board of Directors, all shades, drapery linings and other window treatments visible from the exterior of a Unit shall be white or off-white. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited, nor shall any clothing, rugs or any other item be hung on any railing or fence enclosing any balcony, deck, terrace or patio.

### Sale or Leasing

The right of any Owner, including Declarant, to sell, transfer, convey, mortgage, encumber or pledge the Condominium Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association or any other Owner.

Leases shall be in writing subject to terms and conditions of the Condominium Instruments rules and regulations.

### Board of Directors

After the Declarant Control Period, the Board shall consist of five (5) Directors who must each be a Unit Owner. The number of directors may be changed by amendment of the Bylaws of the Association.

### Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than 2/3 of the Owners and First Mortgagees.

### Insurance Coverage

The Association maintains a master insurance policy with Collier Cobb Insurance agency for the entire complex. Each Unit Owner is entitled to an endorsement to that master policy to cover his Unit. The Unit coverage is both for the Unit Owner and any lender involved in the purchase of the Unit.

### Management of the Complex

Management of the complex is currently handled by Real Property Management of Chapel Hill, Inc., 105 N. Columbia Street, Chapel Hill, North Carolina, 27514. This agency is responsible for maintenance, repair and leasing of the Units.