

Village Green Association

THE VILLAGE GREEN CONDOMINIUM

DECLARATION OF UNIT OWNERSHIP UNDER THE PROVISIONS OF CHAPTER 47A OF THE GENERAL STATUTES OF NORTH CAROLINA, AND OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by George W. Kane, Inc., a North Carolina corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Chapel Hill Township, County of Orange, State of North Carolina, which is more particularly described as follows:

BEGINNING at an old iron in the easternmost line of the Grantors 14.4199 acre tract, which said point is North 28 degrees 46 minutes East 266.00 feet from a stake on the south side of Elizabeth Street and which point is also South 55 degrees 35 minutes West 159.46 feet from an old iron marked "control corner" on the plat hereinafter referred to, and from said beginning point running thence South 28 degrees 46 minutes West 266.00 feet to a stake on the south side of Elizabeth Street; thence North 66 degrees 50 minutes 17 seconds West 704.52 feet to an old iron; thence North 6 degrees 00 minutes 24 seconds East 638.24 feet to a stake in the middle of Bolin Creek; thence along and with the center line of said Bolin Creek as the same meanders in a generally easterly direction the following courses and distances: North 45 degrees 49 minutes 54 seconds East 69.33 feet to a stake; thence South 68 degrees 51 minutes 35 seconds East 160.82 feet to a stake; thence North 59 degrees 56 minutes 49 seconds East 161.74 feet to a stake; thence South 85 degrees 44 minutes 58 seconds East 148.41 feet to a stake; thence North 77 degrees 02 minutes 06 seconds East 142.63 feet to a stake; thence South 50 degrees 58 minutes 18 seconds East 122.28 feet to a stake; thence North 65 degrees 16 minutes 19 seconds East 83.67 feet to a stake; thence South 78 degrees 54 minutes 22 seconds East 155.91 feet to a stake, the northeast corner of the 14.4199 acre tract; thence South 35 degrees 39 minutes 17 seconds West 709.03 feet to a stake; thence South 54 degrees 20 minutes 43 seconds East 211.08 feet to an old iron, the point and place of BEGINNING, containing 14.4199 acres, more or less, as shown on the plat and survey of "Bolin Meadow" Chapel Hill, North Carolina, dated November 22, 1971, by Robert J. Ayers, R.L.S., which plat is now of record in the office of the Register of Deeds of Orange County in Plat Book 19, at page 80, to which plat reference is hereby made for a more particular description of same, and as revised February 24, 1972, now of record in Plat Book 19, Page 138, Orange County Registry, to which plats reference is hereby made for a more particular description of same.

WHEREAS, the Declarant is the owner of certain condominium type multi-unit buildings and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid property and it is the desire and the intention of the Declarant to divide the project into "condominium units" or "units" as those terms are defined under the provisions of the North Carolina Unit Ownership Act, and to sell and convey the same to various purchasers

Elizabeth Street Chapel Hill North Carolina 27514

subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by the filing of this Declaration, to submit the above described property and the multi-unit buildings located thereon and all other improvements constructed or to be constructed thereon, together with all appurtenances thereto, to the provisions of the North Carolina Unit Ownership Act (Chapter 47A, North Carolina General Statutes);

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above and as described in Paragraph 2 below is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof 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 acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Definitions: (a) To the extent applicable to this Declaration and not inconsistent herewith, all definitions contained in the Unit Ownership Act, presently Chapter 47A of the General Statutes of North Carolina, as the same may be amended from time to time, (herein referred to as "the Act") are incorporated herein by reference and shall have the same force and effect as if set forth herein verbatim and made a part hereof.

2. Descriptions: (a) The description of the land on which the buildings and improvements are, or are to be, located is set forth on Page 1 of this Declaration.

(b) The buildings constructed or to be constructed upon said land are to be used for residential purposes only. Said buildings shall be two (2) stories in height, without basement, and shall contain between four and twenty-six condominium units each. Said multi-unit buildings are more particularly described in the plans and specifications of said buildings, a copy of which plans are attached hereto and made a part hereof as "Exhibit A" and filed with the Register of Deeds of Orange County simultaneously herewith, showing all particulars of the buildings including the layout, location, ceiling and floor elevations, unit designations (letter and number) and dimensions of the units, and location of the common areas and facilities affording access to each unit. Such plans bear the verified statement of a registered architect or licensed professional engineer, certifying that said plans are an accurate copy of the plans of said multi-unit buildings.

There shall be eight buildings constructed upon said land; the building designated on the attached plans as "H" shall have four condominium units located therein; the building designated on the attached plans as "F" shall have eight condominium units located therein; the building designated on the attached plans as "B" shall have ten condominium units located therein; the building designated on the attached plans as "E" shall have eleven condominium units located therein; the building designated on the attached plans as "D" shall have eleven condominium units located therein; the building designated as "C" shall have twelve condominium units located therein; the building ... as "G" shall have fifteen; the building designated... "A" shall have twenty-six condominium units located therein.

Each condominium unit shall contain 1,250 square feet of area as defined by the unfinished exterior wall surface and the center line of the entire length of any common wall dividing one condominium unit from another, all as shown in detail on "Exhibit A". For a description of the principal materials of which the multi-unit buildings are to be constructed, reference is hereby made to the plans and specifications filed herewith as "Exhibit A".

3. Unit Designations: The unit designation of each condominium unit, its location, its dimensions, approximate area, number of rooms and common areas and facilities to which it has immediate access, and other data concerning its proper identification are set forth in "Exhibit A" hereinabove referred to and made a part hereof. Each unit is subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they shall stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the units so affected agree that minor encroachments of parts of the adjacent unit or common area due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a unit contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

4. Common Areas and Facilities: The common areas consist of the entire property not located within any unit. They include, without limitations, the following:

- A. The land on which the buildings are erected.
- B. All footings and foundation walls below grade.
- C. All exterior wall surfaces, roofing (shingles, felt, and sheet metal) gutter and down spouts, footings and all common utility installations.
- D. All land, lawns, gardens, gatehouse, pool, cabana, club house, roads, parking and other improved or unimproved areas not within the units, provided, however, that each unit owner shall have an easement for the exclusive use of a patio area immediately adjacent to such unit and as designated on plans; and in addition thereto, each unit owner shall have an easement for the exclusive use of an enclosed entryway immediately adjacent to such unit, all as shown on "Exhibit A".
- E. All installations of power, lights, gas, hot and cold water, and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance, and safety or normally in common usage.
- F. All sewer and drainage pipes.
- G. All storage rooms located outside of the units.
- H. All other apparatus and installation existing in the units for common use or necessary or convenient to the existence, maintenance, or safety of the building.
- I. All other items listed as such in the North Carolina General Statutes Chapter 47A, Unit Ownership Act.
- J. The initial undivided interest of each unit owner in such common areas and facilities is 1.031 percent.

5. Amendment of Ratios. As provided by this Declaration, the By-Laws of "The Village Green Unit Owners Association", and the terms of Chapter 47A of the

General Statutes of North Carolina, the ratio of the undivided interest of each unit owner in the common areas and facilities as set forth herein may be altered by an amendment to this Declaration duly recorded.

6. Use. The buildings and each of the units shall be used for residential purposes only. Any unit owner may delegate in accordance with the By-Laws of the Association of unit owners, his rights of possession, use and enjoyment of his unit and the common area and facilities to the members of his family, guests and tenants.

7. Person to Receive Service of Process: George W. Kane, Jr., is hereby designated to receive Service of Process in any action which may be brought against or in relation to this condominium. Said person's place of business is George W. Kane, Inc., 105 South Mangum Street, Durham, North Carolina.

8. Easements: Each unit owner shall have an easement in common with the other owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units and located in such unit. In an emergency the Board of Administrators shall have the right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the common facilities contained therein or elsewhere in the building.

The Board of Administrators may hereafter grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair, and replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, and wires over, under, along and on any portion of the common areas; and each unit owner hereby grants the Board of Administrators an irrevocable power of attorney to execute, acknowledge and record for and in the name of each unit owner such instruments as may be necessary to effectuate the foregoing.

9. Partitioning. The common areas and facilities shall not be divided nor shall any right to partition any common area exist. Nothing herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entireties, jointly, or in common or in any other form by law permitted.

10. Liens. While the property remains subject to this Declaration and the provisions of the North Carolina Unit Ownership Act, no liens of any nature shall arise or be created against the common areas and facilities except with the unanimous consent in writing of all of the condominium owners and the holders of first liens thereon except such liens as may arise or be created against the several units and their respective common interests under the provisions of the North Carolina Unit Ownership Act. Every agreement for the performance of labor, or the furnishings of materials to the common areas and facilities, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the right to file a mechanics' lien or other similar lien by reason of labor performed or materials furnished is waived.

11. Nature of Interest in Units. Every condominium unit, together with its undivided common interest in the common areas and facilities, shall for all purposes be, and it is hereby declared to be and to constitute a separate parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of his condominium unit subject only to the covenants, restrictions, easements, By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto as may be contained herein and in the accompanying By-Laws and minutes of the Board of Administrators.

12. Insurance. Insurance coverage on the property shall be governed by the following provisions:

- (a) Ownership of policies. All insurance policies upon the condominium property shall be purchased by the Board of Administrators for the benefit of the Board and the unit owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Unit owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.
- (b) Coverage. All buildings and improvements upon the land and all personal property included in the common areas and facilities shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Administrators with the assistance of the insurance company providing such coverage shall provide protection against
 - (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land.

Public liability insurance shall be secured by the Board of Administrators in such amount and with such coverage as shall be deemed necessary by the Board of Administrators, including, but not limited to, an endorsement to cover liability of the unit owners as a group to a single unit owner. There shall also be obtained such other insurance coverage as the Board of Administrators shall determine from time to time to be desirable and necessary.

- (c) Premiums. Premiums upon insurance policies purchased by the Board of Administrators shall be paid by the Board of Administrators as a common expense.
- (d) Proceeds. All insurance policies purchased by the Board of Administrators shall be for the benefit of the Board of Administrators and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Board as insurance trustee under this Declaration. The sole duty of the Board of Administrators as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein or stated in the By-Laws and for the benefit of the unit owners and their mortgagees in the following shares:
 - (i) Proceeds on account of damage to common areas and facilities

- an undivided share for each unit owner, such share being the same as each unit owner's undivided interest in the common areas and facilities.

(ii) Proceeds on account of damage to units shall be held in the following undivided shares:

(A) When the building is to be restored -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Administrators.

(B) When the building is not to be restored - an undivided share for each unit owner, such share being the same as each unit owner's undivided interest in the common areas and facilities.

(iii) In the event, a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

13. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Board of Administrators as insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.
- (b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as provided by Paragraph 14 hereof. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners.
- (c) Failure to Reconstruct or Repair. If it is determined, as provided in Paragraph 14 hereof, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof.

14. Damage and Destruction. Except as hereinafter provided, damage to or destruction of the building shall be promptly repaired and restored by the Board of Administrators using the proceeds of insurance on the building for that purpose and all unit owners shall be liable for assessment of any deficiency; provided, however, if the building be more than two-thirds destroyed by fire or other casualty and the owners of three-fourths of all the unit owners resolve not to proceed with reconstruction or restoration, then in that event the property shall either be (a) sold or otherwise transferred as hereinafter provided, or (b) deemed to be owned as tenants in common by the unit owners and subject to the provisions of North Carolina General Statutes 47A-25 as the same exists at the date hereof or as amended hereafter. Provided, however, in the event it is determined not to reconstruct and restore said building, then the purchaser of the property or the unit owners, as applicable, shall demolish and remove any building from the property within not to exceed 90 days from the date of the damage or destruction and shall leave the real property clean and free of trash, debris and rubble. The determination of whether to sell the property or to make the property subject to the provisions of North Carolina General Statutes 47A-25 shall be by affirmative vote of three-fourths of the unit owners.

Any reconstruction or repair shall be in accordance with the plans and specifications of the original building, portions of which are attached hereto as exhibits; and if not, then according to plans and specifications approved by the Board of Administrators.

15. Restrictions.

(a) It shall be the responsibility of each unit owner, and the Board of Administrators, to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried in or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other unit owners. There shall not be maintained in or upon any unit any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood or by the other unit owners thereof.

(c) No commercial signs (including "For Rent", "For Sale" and other similar signs) or property identification signs shall be erected or maintained on any unit except with the written permission of the Board of Administrators, or except as may be required by legal proceedings, it being understood that the Board of Administrators will not grant permission for said signs unless their erection is reasonably necessary.

(d) No structure of a temporary character shall be placed upon the property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the multi-unit buildings it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the building plot after completion of construction.

(e) No trailer, tent, barn, garage, tree house or other similar out-building or structure shall be placed on the property any time, either temporarily or permanently.

(f) No unit shall be used for any commercial or professional purpose, and no professional person shall maintain a public office in any unit; provided, however, that this restriction shall not prevent the use of any unit by a professional person for his own private office not connected with visits from patients, clients, or members of the public.

(g) Except as hereinabove expressly provided with respect to the provisions of Paragraph 15, all covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from January 1, 1974, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of units affected by such covenants has been recorded agreeing to change said covenants in whole or in part.

(h) In the event of a violation or breach of any of these restrictions contained in this Paragraph 15 or of any other covenants of this Declaration by any property owner, or agent, or agent of such owner, the owners of units, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, George W. Kane, Inc., shall have the right whenever there shall have been any violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Declaration contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

16. Units Subject to Declaration, By-Laws, Rules and Regulations.

All present and future owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, Rules and Regulations may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and any rules and regulations which may be adopted are accepted and ratified by such owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were made a part of each and every deed of conveyance or lease.

17. Amendment of Declaration. This Declaration may be amended by the affirmative vote of sixty-five (65) members (as defined in Article II, Section 8 of the By-Laws), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the property, the subject of this Declaration, is located (Orange).

18. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

19. Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

21. Law Controlling. This Declaration and the By-Laws attached hereto shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this the 31st day of July, 1973.

GEORGE W. KANE, INC.

(signature)

(CORPORATE SEAL)

ATTEST:

Home Savings and Loan Association and C. Thomas Biggs, Trustee, join in the execution of the foregoing Declaration of Unit Ownership for the purpose of subordinating the deed of trust dated April 20, 1973, from George W. Kane, Inc., to C. Thomas Biggs, Trustee for Home Savings and Loan Association, securing a note in the original sum of ONE MILLION NINE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,940,000.00) recorded in Orange County Registry in Book 241, at page 1388 to the Declaration of Unit Ownership set forth above. It being the intention of the parties hereto that the foregoing Declaration of Unit Ownership set forth above shall have the same legal effect as if it had been recorded immediately prior to the recording of the Deed of Trust above referred to, which was recorded in Orange County Registry at 2:47 P.M., on April 20, 1973, in book 241, at page 1388.

This is the 31st day of July, 1973.

HOME SAVINGS AND LOAN ASSOCIATION
BY Thomas C. Upchurch, Ex. V.P.
(Signature)

ATTEST:

Lucy R. Herndon, Asst. Secty.

- C, Thomas Biggs, Trustee.

(All material duly notarized and witnessed.)

Village Green Unit Owners Association

Rules and Regulations

As of 9/27/79
Revised 1/01/09

(Date indicates most recent approval by Owners and/or Board.)

Maintenance Fees, Fines & Collections

1. Maintenance Fees

Maintenance fees are due on the first of each month. Fees not received by the Treasurer on or before the tenth of the month shall be considered past due, and a \$20.00 per month accumulative fee shall be assessed. Late fees shall, for legal purposes, be considered as maintenance fees and the Board shall take action as required by the By-Laws to collect them. (9/26/75, Owners; amended 9/26/95, Owners; amended 1/01/06, NC State law)

2. Legal Action on Delinquent Accounts

The Board is required to take legal action against any owner who is 90 days or more in arrears in maintenance fees, and late fees. (8/4/76, Board)

3. Collection of Delinquent Fees after Unit's Ownership Has Changed Hands

The new owner will be immediately notified that there are fees outstanding. The Board will diligently attempt to collect from the prior owner before assessing the new owner. (4/7/76, Board). Closing attorneys usually collect the outstanding balance at closing from the seller to pay the balance in full.

4. Bad checks

A \$25.00 fee will be charged for each bad check as well as the usual late fee. (9/25/97, Owners) Checks must be good when deposited by the Association; it is not the responsibility of the Association to continue to re-deposit checks until they become good. (8/4/76, Board)

5. Suspended Right for Use of Facilities

As part of the process of collection of unpaid assessments for common area charges (maintenance fees and late charges), as provided for in ARTICLE VI of the By-Laws, the Board of Administrators may suspend the defaulting Unit Owner's right to use the clubhouse, tennis courts, and swimming pool. Any such suspension shall continue until all sums due by the defaulting Unit Owner to the Association are paid in full and shall extend to guests of the defaulting Unit Owner. To be effective, written notice of suspension must be given by the Board of Administrators to the defaulting Unit Owner. This notice may either be hand delivered or mailed to the defaulting Unit Owner, "Certified Mail, Return Receipt Requested". (9/29/83, Owners)

Parking Rules

6. Parking

Each Unit Owner shall have the use of two (2) parking spaces marked with his/her unit number. These spaces are to be used only for the parking of licensed automobiles, trucks, vans and other small transportation vehicles owned by the Unit Owner, resident, and/or their guests. The spaces are not intended to be used for storage of unlicensed vehicles or for storage of any other item, and they are not to be used as parking spaces by other residents of units and/or their guests except with the permission of the Unit Owner. No parking is allowed except in the designated parking spaces, i.e. the unit spaces and the visitor's parking lot. (9/26/75, Owners)

Clarification: This rule means NO parking along the yellow marked curbing or in front of the dumpsters. Also, residents are not to use visitor parking spaces. Towing will be enforced. Boats, etc. are prohibited.

The Board may also assess any Unit Owner up to \$150.00 for each parking violation, provided the Unit Owner has been given written notice of any parking violation. Village Green Unit Owners Association is not responsible for damage, theft, or loss of any kind to a vehicle which is towed and stored. (9/29/94 Owners, 06/18/09 Board)

Tennis Courts

7. Tennis Tags

(This rule deleted by Owners on 9/25/97)

8. Children on Tennis Courts

Children need adult supervision on the tennis courts when anyone other than their parents is playing. (9/26/75, Owners, 12/9/99 Amended)

9. Use of Tennis Courts

No resident of any unit, or their guests, may occupy more than one tennis court if others are waiting to use the courts. (9/26/75, Owners, 12/9/99 Amended)

10. Reservation of Tennis Courts

No resident may reserve the use of a court for a specific time period; use is solely determined on a first come, first served basis. However, the Association itself may from time to time reserve the courts for tournaments that would be open to all Association members only. (9/26/75, Owners)

11. Animals on Tennis Courts

No animals are permitted on the tennis courts at any time.

12. Tennis Lessons

No resident shall offer tennis lessons to a nonresident for a fee on the Village Green courts. (9/26/76, Owners)

Clubhouse

13. Use of Facilities by Non-Residents

No non-resident shall be allowed to use the Association facilities, including, but not limited to, the clubhouse, tennis courts and pool, except as a guest of a resident, and the resident assumes all liability for the damage which might be caused to Association property or residents by their guest(s). (9/26/75, Owners)

14. Reservation of Clubhouse

All reservations of the clubhouse for personal use by residents shall be made through the Association Manager. No reservations will be accepted from Unit Owners who are in arrears in maintenance or late fees, or from residents of Unit Owners who are in arrears. (9/26/75, Owners)

The clubhouse will no longer be available to outside organizations. Private parties of up to thirty (30) guests are permitted with the payment of a \$200.00 security deposit. If the guest limit is exceeded, the deposit will not be returned and further use of the clubhouse will be denied pending Board action. (9/26/75, Owners)

Tenants may rent the clubhouse for \$75.00 per day. Anyone using the clubhouse without signing a contract prior to the party or event will be fined \$200.00 and will lose clubhouse privileges. (9/25/97, Owners)

Reservations cannot be made more than thirty (30) days in advance. (2/4/76, Board)

15. "Uninvited Guest"

No resident may enter the clubhouse during a function for which another resident has reserved the clubhouse except with the permission of the resident who has reserved the clubhouse. (9/26/75, Owners)

16. Clubhouse Clean-Up

Whenever the clubhouse is reserved by a resident for private use, it must be cleaned by no later than noon the following day, or earlier if advised by the Board that another resident will be using the clubhouse before then. (12/17/75, Board)

Pool Rules

17. Reservation of Pool

A resident may never reserve the use of the pool area for private use (9/26/75, Owners)

18. Swimming Pool – Clubhouse Use

Use of the pool is at the user's own risk, since no lifeguard is present. Children under the age of 13 are not allowed in the clubhouse-pool area without adult supervision. A fine of up to \$150.00 will be charged for any violation of this rule. (9/25/97 Owners, 06/18/09 Board)

Each unit has been issued a key to the swimming pool/tennis courts. Each unit is allowed one copy at any time; replacements for lost keys will result in a charge of \$15.00 per key (06/18/09 Board).

The pool gate is to remain locked at all times; it may never be propped open.

Pet rules

19. Pet Behavior

No pets are allowed on the tennis courts, in the clubhouse, or in the pool area at any time. (9/26/75, Owners)

20. Leash Law

A) Dogs must be on a leash and may not run free on Village Green property at any time.

B) All dog droppings must be picked up at all times on Village Green property. Three posts containing 'doggy bags' are located around the property to assist residents in fulfilling this rule.

C) Dogs may not be tethered in front or in the rear of the units in the Village Green common areas. (9/28/95, Owners)

D) Unit owners in violation of any of the above rules may be assessed a fine up to \$150 for each infraction.(Board, 06/19/09)

Administrative Rules

21. Officer's Expense Accounts

Officers will be reimbursed for actual expenses incurred with provision of a receipt. (9/26/75, Owners)

22. Professional Advice

The Board of Administrators may retain the services of an attorney for legal advice and the services of a Certified Public Accountant for advice concerning taxes and accounting. (9/29/94, Owners)

Appearance Rules

23. Appearance Policy

Front entryway. Only lawn chairs and flowerpots may be placed in the front entryway of a Unit. No other furniture, packages, or objects may be placed in this area. This does not apply to parcels delivered by the US Postal Service, UPS or other carriers. (9/29/94, Owners)

Front fenced area. The front fenced area is suitable for storing children's toys, bicycles, recreational equipment and garden tools. This area may not be used to store discarded appliances, trash, other refuse, junk, cardboard boxes, plastic bags, paint cans, lumber or other building materials. This prohibition does not apply to recyclable waste in an appropriate collection container; the fenced area is the only outdoor space in which recyclables may be collected. (9/29/94, Owners)

Rear patio area. Unit Owners may keep patio furniture, picnic tables, plants and barbeque grills on the patio area. Unit Owners must maintain any brick, wood or other improvements to the patio, and/or any planted garden adjoining the patio, in a neat and tidy fashion. (9/24/94, Owners)

Large waste disposal and Cardboard. Appliances, electronics, carpets, mattresses, furniture, building materials, and other large items not suitable for the dumpster may not be left outside for more than 24 hours. Please place these items in the fenced-in junk collection near the

dumpster area in front of A1. A fee of \$5 will apply to EACH large item, made payable to: Village Green Unit Owners Association, PO Box 4444, Chapel Hill, NC 27515. Cardboard shall be disposed of in the Cardboard bin in front of A-1. Any cardboard placed in the dumpsters or other common areas will result in a fine of up to \$150.00. The Town of Chapel Hill will not collect the trash dumpster if cardboard is located inside the trash bins. (Board, 06/19/09)

Enforcement. The Board of Administrators may direct the caretaker/groundskeeper to monitor the appearance of common and outdoor areas. The Board will give Unit Owners notice of any violation. The Unit Owner will have fifteen (15) days within which to correct the violation. The Board may, in its discretion, assess up to a \$150.00 fine to the Unit for each month that the violation persists or direct the caretaker/groundskeeper to correct the violation and assess a clean-up expenses to the Unit. (9/24/94 Owners, Board 06/19/09)

Common Areas. Unit Owners and their tenants may not leave trash and other debris, including yard waste, in common areas. (9/28/95, Owners)

24. Vinyl Siding, Windows, and Doors

A) Siding. Drilling into the siding for any purpose is strictly prohibited. The Board will order repairs to any damaged vinyl siding and assess the cost to the Unit. (9/29/94, Owners)

B) Unit Owners must notify the Board of their intention to replace windows or doors. To maintain a uniform appearance throughout the Village Green, Unit Owners must use the following replacement windows and doors: (9/29/94, Owners)

1. White vinyl-clad sliding style insulated window for the living room, bedrooms and downstairs bathroom windows.
2. White vinyl-clad sliding insert for French-style insulated hinged patio door for the patio entrance.
3. All replacement windows and doors must be approved in writing by the Board.

Miscellaneous Rules

25. Mini-bikes, etc,

No mini-bikes, go-carts or other unlicensed motor vehicles shall be allowed on the property, whether or not they are in good working order. (9/26/75, Owners)

26. Bicycles and Tricycles

No bicycles or tricycles are allowed on the tennis courts, in the clubhouse, or in the pool area at any time. (9/26/75, Owners)

27. Number of Residents per Unit

No more than four (4) adults may be permanent residents of any single unit at any one time. Solely the Board of Administrators shall determine permanence of residency. (9/26/75, Owners)

28. Locks and Lights

Each user shall have the responsibility of turning out lights and locking locks whenever he or she is the last to leave any of the common facilities furnished with either or both. (9/26/75, Owners)

29. Maintenance Request

All maintenance requests should be in writing, either mailed to the Association Manager or Board at PO Box 4444, Chapel Hill, NC 27515, or emailed to the Board account at villagegreenbod@gmail.com or Association Manager at Ann@Aylward.org. All requests not covered under the Building & Grounds contract will be subject to Board approval and may be billed to the Unit Owner. (9/28/95 Owners, 06/17/09 Board)

30. City Laws, Ordinances, and Regulations

Unit Owners may be assessed a fine for violating laws imposed on the Village Green by the Town of Chapel Hill. For example: No cardboard shall be put in the garbage dumpsters; all dogs must be on leashes at all times; all cats must be spayed/neutered, etc.

31. Noise and Disturbances

All Unit Owners and their tenants may entertain themselves and their guests, but must keep noise at reasonable levels at all times, and avoid disturbing other residents of Village Green. What is reasonable depends on the time of day and the circumstances. All residents must observe quiet hours between midnight and 8:00 a.m. The Board, in its sole discretion, may impose a fine upon any Unit from which repeated unreasonable disturbances originate.