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BOOK: 1377 PAGE: 226

Return to: Erin F. Dunnuck, Esq., Dungan Law Firm, P.A., One Rankin Avenue, Third Floor, Asheville, NC 28801

→ *Edney*

References: Book 761, Page 277  
Book 1066, Page 309  
Book 1103, Page 484  
Book 1141, Page 661  
Book 1342, Page 762

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS – LAUREL PARK PLACE**

THIS AMENDMENT made this 22<sup>nd</sup> day of October, 2008, by Laurel Park Place Owners' Association, Inc., a North Carolina non-profit corporation;

WHEREAS, Laurel Park Place Owners' Association, Inc., ("Association") is the association of townhouse owners at Laurel Park Place, a townhouse community located in Henderson County, North Carolina; and

WHEREAS, the Association is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions – Laurel Park Place, ("Declaration") and Bylaws, as amended, recorded in the Henderson County Registry of Deeds in Deed Book 1144 at Page 661; and

WHEREAS, the owners of Townhouses to which more than sixty-six and two-thirds percent (66 2/3%) of the votes are allocated signed a written agreement in favor of the adoption of this amendment in accordance with the Declaration; and

NOW THEREFORE, the Declaration for Laurel Park Place is hereby amended as follows:

The Declaration is hereby amended by striking Article IX, Section 1 entitled "Land Use" and substituting the following Article IX, Section 1 entitled "Land Use" as follows:

ARTICLE IX  
USE RESTRICTIONS

Section 1. Land Use. All Townhouses shall be used for residential purposes only and common recreation purposes auxiliary thereto and for no other purpose. Only one family may occupy a Townhouse as a principal residence at any one time.

The Declaration is hereby amended by adding Article IX, Section 16 entitled "Renting or Leasing of Townhouses" as follows:

ARTICLE IX  
USE RESTRICTIONS

Section 16. Renting or Leasing of Townhouses.

1. With limited exceptions, no townhouses at Laurel Park Place may be leased at any time. "Leasing" for purposes of this Declaration is defined as regular occupancy of a Townhouse by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service, gratuity or emolument.

The purpose of this Amendment is to (i) to protect the equity of the individual property owners in the Association, (ii) to carry out the purpose for which Laurel Park Place was formed by preserving the character of the Townhouses as a residential community of owner-occupied homes and by preventing the Townhouses from assuming the character of a renter-occupied apartment complex, and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market in so far as such criteria provide that the Laurel Park Townhouses shall be substantially owner-occupied.

2. Although it is the Association's objective to have no townhouses in Laurel Park Place leased at any time, the Association recognizes that seven (7) townhouses are leased at the time of recording this Amendment. For the purposes of this Amendment, "Investor-Owners" shall be Townhouse Owners that are currently leasing one of the seven (7) townhouses at the time of recording this Amendment. The Investor-Owners' are identified in the document attached to this Amendment as Exhibit "B".

The Investor-Owners' seven (7) townhouses are considered "grandfathered in" and the Investor-Owners of the seven (7) townhouses may continue to lease the seven (7) townhouses provided that the Investor-Owners of the seven (7) leased townhouses abide by Article IX of the Declaration and properly register their Townhouse with the Association. However, if there is any change in the current record owner(s) in the Henderson County Registry of Deeds of any of the seven (7) leased townhouses, the Investor-Owners' right to lease that particular townhouse shall immediately terminate. If the townhouse is leased when the change in the record owner occurs, the Board of Directors can allow the current lessee to remain in the leased townhouse through the duration of the lease but the lease cannot be renewed without written approval from the Board of Directors.

All Investor-Owners shall register a rental/leased townhouse with the Association within fourteen (14) days of the recording of this Amendment with the Henderson County Registry of Deeds. In order to properly register a rental/leased townhouse with the Association, the Investor-Owner of a rental/leased townhouse must provide the Association, through the Board of Directors, or their designated representative, the name(s) of the tenants in the rental/leased townhouse, a telephone number by which the tenant(s) may be contacted by the Association if the need arises and the term (duration) of the lease. All Investor-Owners shall register any and all changes in the status of a rental/leased townhouse, including vacancies and new tenants, with the Association within fourteen (14) days.

3. Hardship Exemption. The Board shall have the option in its sole discretion to allow leasing of townhouses to avoid undue hardship. If the Board determines that it is appropriate to grant an Owner a hardship exemption, the Owner shall be allowed to lease the townhouse for a period of not more than two (2) years. The Owner of a townhouse who believes that leasing is necessary to avoid undue hardship shall make written application to the Board for approval at least fifteen (15) days before the effective date of such proposed lease setting forth the pertinent circumstances and giving other notice as required herein. Circumstances which the Board may determine to impose undue hardship may include, by way of example but not limitation, (i) where a Townhouse Owner must relocate and cannot, within ninety (90) days from the date the townhouse was placed on the market, sell the townhouse for the current appraised market value, having made reasonable efforts to do so; (ii) the death of the Owner when the Estate's representative makes a request to lease; and (iii) where the Owner is required by his or her employer to relocate temporarily, and intends to return to reside in the townhouse. The Board shall approve or disapprove the lease pursuant to the terms of the Declaration as amended, and shall give notice of its action to the Owner within ten (10) business days of the Board of Directors meeting at which it was considered.

If the Board has granted an Owner a hardship exemption and the Owner of a townhouse still believes that leasing the townhouse is necessary to avoid undue hardship after the initial two (2) year period has passed, the Owner shall make written application to the Board for an extension for up to another two (2) years.

4. Townhouses may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year and not more than three (3) years, unless permitted in writing by the Board of Directors which permission is in the sole discretion of the Board. No townhouses may be subleased.

All leases and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Townhouse Owners shall make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations.

Any lease of a Townhouse in the Planned Community shall be deemed to contain the provisions of the form lease attached to this Amendment as Exhibit "C", whether or not expressly therein stated, and each Owner covenants and agrees that if such language is not incorporated into a lease document it shall be deemed to be so incorporated by the existence of

this covenant on the Townhouse. Any lessee, by occupancy in a Townhouse, agrees to the applicability of this covenant and incorporation of those provisions into the lease.

All Townhouse Owners shall register any and all changes in the status of a rental/leased townhouse, including vacancies and the renewal of leases, with the Association, within fourteen (14) days.

5. Townhouse Occupied by Family Member. If a Townhouse Owner's family member but not the Townhouse Owner intends to occupy a townhouse, the townhouse might not be considered "leased" under this Declaration. The Townhouse Owner shall present the Board with proof that a family member intends to occupy the townhouse. The Board will designate a party to confirm family status and promptly report their findings to the Board. If the Board determines that there is sufficient evidence of family status, the townhouse will not be considered "leased" for purposes of this Declaration.

6. The failure of any Townhouse Owner to comply with this section shall be considered a violation of the Declaration. The Association may, after providing the Townhouse Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) a day pursuant to N.C.G.S. 47F-3-107.1 for such a violation.

IN WITNESS WHEREOF, the undersigned officers of Laurel Park Place Owners' Association, Inc. hereby certify that the above amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions – Laurel Park Place is duly adopted by the Association and its membership in accordance with and pursuant to the Declaration of the Association.

This 22~~nd~~ day of OCTOBER, 2008.

(Seal)

Laurel Park Place Owners' Association, Inc.

by: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Secretary

NORTH CAROLINA  
HENDERSON COUNTY

I J Michael Edney, Notary Public for said County and State, certify that JAMES Lednik personally came before me this day and acknowledged that he is Secretary of Laurel Park Place Owners' Association, Inc., a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 22 day of October, 2008.



J Michael Edney  
Notary Public

My commission expires 6/4/2010.

EXHIBIT "B"  
 TO AMENDMENT  
 ARTICLE IX, SECTION 16

**LIST OF INVESTOR-OWNERS, UNIT ADDRESSES AND LESSEE(S)**

<b><u>OWNER(S) OF RECORD</u></b>	<b><u>UNIT ADDRESS</u></b>	<b><u>LESSEE(S)</u></b>
Michael Beckerman Barbara Beckerman 110 Pinnacle Peak Ln Flat Rock, NC 28731	698 East Park Place	Ms. Drue Hardee Sandra Hardee
Andy L. Stevens Ramona R. Stevens 38 Bear Leah Trail Arden, NC 28704	189 Laurel Park Place	Thomas Sadler
Stephanie L. Straffi Jennifer Aromanda 15 W 72nd St. Apt. 2R New York, NY 10023	212 Laurel Park Place	Suzanne and David Hance
Richard E. Thompson Joan B. Thompson 1717 E. Republic Rd. Apt. A4 Springfield, MO 65804-6587	303 Laurel Park Place	Nancy McCall
Daniel A. Gordon 417 Julia Street #213 Huntsville, AL 35816	357 Laurel Park Place	Amazia Dawkins
Jeff Miller 1110 4 <sup>th</sup> Avenue West Hendersonville, NC 28739	800 South Park Place	George Compo
Walter F. Cerny Carolyn Burt Cerny PO Box 2738 Hendersonville, NC 28793	900 South Park Place	

EXHIBIT "C"

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

LEASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, (hereinafter called "Lessor"), and \_\_\_\_\_, hereinafter called "Lessee");

WITNESSETH

That in consideration of the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:

1. **PREMISES LEASED, TERM OF LEASE, AND OCCUPANCY.** Lessor does hereby rent and lease to Lessee Townhouse # \_\_\_\_\_ at \_\_\_\_\_ in Laurel Park Place (hereinafter the "Premises"), for a term of \_\_\_\_\_ month(s) commencing on \_\_\_\_\_, 20 \_\_, and ending on \_\_\_\_\_, 20 \_\_, midnight. Either Lessor or Lessee may terminate the tenancy at the expiration of the Initial Term by giving written notice to the other at least \_\_\_\_\_ days prior to the expiration date of the Initial Term. In the event such written notice is not given or if the Lessee holds over beyond the Initial Term, the tenancy shall automatically become a \_\_\_\_\_ to \_\_\_\_\_ tenancy upon the same terms and conditions contained herein and may thereafter be terminated by either Lessor or Lessee by giving the other days written notice prior to the last day of the then current period of the tenancy.

2. **RENT.** Lessee covenants and agrees to pay to Lessor at \_\_\_\_\_ a monthly rent equal to \$ \_\_\_\_\_ promptly on the first day of each rental month in advance during the term of this Lease. The first rental payment, which shall be prorated if the Initial Term commences on a day other than the first day of the applicable rental payment period, shall be due on \_\_\_\_\_ and shall constitute payment for the period ending \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.  
date

3. **LATE PAYMENTS AND RETURNED CHECKS.** Time is of the essence in this Agreement, and if Lessor elects to accept rent after the \_\_\_\_\_ day of the month, a late charge, upon request of Lessor, of \$ \_\_\_\_\_ may be charged as additional rent. In the event Lessee's rent check is dishonored by the bank, Lessee agrees to pay Lessor \$ \_\_\_\_\_ as a handling charge and, if appropriate, the late charge. Returned checks shall be redeemed by cash, a cashier's check, certified check, or money order. If more than two checks are returned, Lessee agrees to pay all future rents and charges in the form of cash, a cashier's check, a certified check, or money order.

4. **SECURITY DEPOSIT.** The Lessee shall deposit with the Lessor the sum of \$ \_\_\_\_\_ to secure the faithful performance of the Tenant's promises and duties contained herein (the "Security Deposit"). The Lessor will deposit the Security Deposit in a Trust Account with \_\_\_\_\_ having an address of \_\_\_\_\_ to secure the performance of the Lessor's obligation to refund the Security Deposit as herein provided.

The Security Deposit shall be held, and upon the termination of the tenancy be returned to Lessee within thirty (30) days after the Townhouse is vacated if

- (i) The lease term has expired or this Agreement has been terminated by both parties;
- (ii) All monies due Lessor by Lessee have been paid, and
- (iii) The Premises are not damaged and are left in the same condition as exists at the execution of this Lease, normal wear and tear excepted.

The deposit may be applied by Lessor to satisfy all or part of Lessee's obligations, and such application shall not prevent Lessor from claiming damages in excess of the deposit. Lessee agrees not to apply the deposit to any rent payment and also agrees to pay \$ \_\_\_\_\_ for re-keying locks if all keys are not returned. Lessee acknowledges receipt of \_\_\_\_\_ keys.

In the event that any part of the deposit has been used by Lessor in accordance with the terms of this Agreement or applicable law, Lessee shall upon demand immediately deposit with Lessor a sum equal to the amount so applied by Lessor so that Lessor shall have the full deposit on hand at all times during the lease term including any extension, renewal or holdover term. In the event of any permitted assignment or sublease of this Agreement by Lessee, the deposit shall be deemed to be held by Lessor as a deposit made by Lessee's assignee and Lessor shall have no further liability to return such deposit to the assignor.

**THE SECURITY DEPOSIT MAY, IN THE DISCRETION OF EITHER THE LESSOR OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION IDENTIFIED ABOVE. ANY INTEREST EARNED UPON THE SECURITY DEPOSIT, WHETHER THE SECURITY DEPOSIT IS DEPOSITED IN A TRUST ACCOUNT OR HELD OTHERWISE, SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LESSOR, OR AS THE LESSOR DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LESSOR OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.**

5. **ASSOCIATION IS THIRD PARTY BENEFICIARY.** Lessee and Lessor acknowledge that Laurel Park Place Owners' Association, Inc., a planned community, (hereinafter called the "Association") is a third-party beneficiary of the promises made in this Lease Agreement.

6. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Lessee shall comply strictly with the Declaration of Covenants, Conditions and Restrictions for Laurel Park



Place ("Declaration"), the By-Laws of the Association (hereinafter the "By-Laws"), and with the Rules and Regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, By-Laws, or the Rules and Regulations adopted thereunder shall constitute a default under this Lease.

In order to enforce the provisions of this Lease Agreement, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or By-Laws or available at law or in equity including, without limitation, all remedies available to a landlord upon breach or default of a lease (including eviction). Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the Lessee on behalf and for the benefit of the Lessor, in accordance with the terms thereof. In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the townhouse and the Lessor, such being deemed hereby as an expense which benefits the Lessor.

Lessor hereby represents that Lessee has been given a copy of Declaration, By-laws and the Rules and Regulations of Laurel Park Place, that Lessee has read them, and that Lessee is bound by them.

If a Lessee or a person living with the Lessee, violates the Declaration, By-Laws or a Rule or Regulation for which a fine is imposed, such fine may be assessed against the Lessee; provided, however, if the fine is not paid by the Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against Lessor's townhouse.

7. **PAYMENT OF ASSESSMENTS.** Upon written request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during and prior to the term of this Agreement and any other period of occupancy by Lessee; provided that Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All payments made under this Paragraph shall reduce, by the same amount, Lessee's obligation to make monthly rental payments. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, interest, and costs of collection including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Agreement and any other period of occupancy by the Lessee.

8. **POSSESSION.** Lessor shall not be liable for damages to Lessee for failure to deliver possession of the Premises to Lessee at the commencement of the term if such failure is due to no fault of the Lessor. Lessor shall use his or her best efforts to give possession of the Premises to the Lessee at the beginning of Lessee's term.

9. **MAINTENANCE AND INDEMNIFICATION.** Lessee accepts Premises in the condition in which they are now and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements on the Premises, except that on written notice from the Lessee of any defect rendering the Premises unsafe or untenantable, Lessor shall remedy such defective condition. Lessee shall comply with all notices and other requirements, including the Declaration, By-Laws and Rules and Regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Lessor harmless from any damage or injury to the person or property of Lessee or any other person if such damage or injury be due to the act or neglect of the Lessee or any other person in his control or employ, or if such damage or injury be due to any failure of Lessee to report in writing to Lessor any defective condition which Lessor would be required to repair under the terms hereof on notice from Lessee. Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of (a) Lessee's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about the Premises to Lessee's invitees or licensees or such person's property; (c) Lessee's failure to comply with any requirements imposed by any governmental authority and as provided in Paragraph 6 hereof; and (d) any judgment, lien, or other encumbrance filed against the Premises as a result of Lessee's action. Lessor shall not be liable for damage to Lessee's property of any type for any reason except where such is due to Lessor's negligence.

10. **USE.** Lessee shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, and Lessee shall comply with all applicable laws and ordinances. Lessee shall not remodel or make any structural changes to the Premises, nor shall Lessee remove any fixture therefrom.

Lessor transfers and assigns to Lessee for the term of the lease any and all rights and privileges that Lessor has to use the common elements of the Development, to include, but not be limited to, the use of any and all recreational facilities or other amenities.

11. **UTILITIES.** All utility bills for services separately metered or billed to the Premises during the lease term shall be paid by \_\_\_\_\_. To avoid any freeze damage, heat must be maintained at not lower than 55degrees F during the winter.

12. **PETS.** To the extent that Lessor permits Lessee to keep any pets, Lessee shall be permitted to keep only those common household pets which are permitted by the Declaration, By-Laws, and Rules and Regulations of the Association.

13. **VEHICLES; PARKING.** The Lessee agrees to park motor vehicles in the areas designated by the Board of Directors of the Association.

14. **ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this Lease or sublet.

15. **CASUALTY.** If the Premises are rendered untenable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted as of that date.

16. **ACCESS.** Lessor, his or her agents, and the agents of the Association shall have the right of access to the Premises, upon notice to Lessee, between the hours of 8:00 a.m. and 8:00 p.m., for inspection and maintenance. In case of emergency, such parties may enter at any time to prevent property damage or personal injury.

17. **DISCLOSURE.** The owner of record of the Premises or person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for demands and notice is:

\_\_\_\_\_ (owner) (agent)

\_\_\_\_\_ (address)

\_\_\_\_\_

The person authorized to manage the Premises is:

\_\_\_\_\_

\_\_\_\_\_ (address)

\_\_\_\_\_

18. **HOLDOVER.** Lessee shall not remain in possession of the within-leased Premises after the expiration of this Lease. Any holding over of the within-leased Premises by Lessee after the expiration of this Lease without a written renewal thereof or written consent from Lessor or Lessor's agents and the Board of Directors of the Association, shall not constitute a tenant-at-will interest on behalf of Lessee, but Lessee shall become a tenant at sufferance. There shall be no renewal whatsoever of this Lease by operation of law.

19. **SURRENDER.** Whenever under the terms hereof Lessor is entitled to possession of Premises, Lessee shall at once surrender same to Lessor in as good condition as at present, natural wear and tear excepted, and Lessee shall remove all of Lessee's effects therefrom. Lessor may forthwith re-enter Premises and repossess himself or herself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry or detainer, trespass, or other tort.

20. **ABANDONMENT.** If Lessee removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy without first having paid Lessor all

monies due, the Premises may be considered abandoned, and Lessor shall have the right without notice, to store or dispose of any property left on the Premises by Lessee. Lessor shall also have the right to store or dispose of any of Lessee's property remaining on the Premises after termination of this Agreement. Any such property shall be considered Lessor's property, and title thereto shall rest in Lessor. Lessor shall have the right to re-rent the Premises after Lessee abandons same.

21. **DEFAULT.** Any breach or violation of any provision of this Agreement by Lessee shall give Lessor the right to terminate this Agreement or to take possession and hold Lessee liable for the remainder of the term. Should possession be obtained, Lessor, at Lessor's option, may re-rent the Premises as Lessee's agent at the risk and cost of the defaulting Lessee, whose default shall not relieve him or her of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

22. **CONDEMNATION.** In the event that the Premises or any part thereof (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. Lessee waives all claims against Lessor or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Lessor may receive, hereby quitclaiming all interest therein to Lessor.

23. **SUBORDINATION OF RIGHTS.** Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed of trust which is now or may hereafter be placed upon the Premises by Lessor.

24. **ENTIRE AGREEMENT AND WAIVER.** This Agreement contains the entire agreement of the parties, and no representation, inducement, promises or agreements not contained herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

25. **REMEDIES CUMULATIVE.** All remedies under this Agreement or by law or equity shall be cumulative. If suit for any breach of this Agreement establishes a breach by either Lessor or Lessee, the party found in breach shall pay to the other party all expenses incurred in connection therewith, including, but not limited to, attorney's fees.

26. **APPROVAL OF BOARD OF DIRECTORS.** This Agreement is subject to the approval of the Board of Directors of the Association and shall become effective only upon such written approval.

27. **ILLEGAL ACTIVITIES.** The conduct of any unlawful activities on the Premises shall constitute a breach of this Agreement.

28. **SUCCESSORS.** This Agreement shall inure to the benefit of and shall bind the heirs, successors, personal representatives and assigns of all parties to this Agreement.

29. SPECIAL STIPULATIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (please print)

LESSEE: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (please print)

LESSEE: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (please print)

\_\_\_\_ Approved

\_\_\_\_ Not Approved

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
For the Board of Directors