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RECORDED & VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR  
CYPRESS ISLAND TOWNHOMES

THIS DECLARATION, made this 10 day of October,  
1997 by CYPRESS GREEN, INC., a North Carolina corporation,  
hereinafter referred to as "Declarant", (whether one or more);

000116

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Federal Point Township, Carolina Beach, New Hanover County, North Carolina, which is more particularly described as follows:

BEING ALL of CYPRESS ISLAND TOWNHOMES, as shown on the map thereof recorded in Plat Book 37, at Page 186, of the New Hanover County Registry, reference to which is hereby made for a more particular description.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I

DEFINITIONS

A. Association. The Cypress Island Townhomes Association, Inc. a North Carolina non-profit corporation, composed of the owners of townhouse units in Cypress Island, as the same is recorded in Book 2252, Page 563 et. seq. of the New Hanover County Registry.

B. Board. The Board of Managers/Directors of the Association.

C. By-Laws. By-Laws of the Association which are recorded in Book 2252, Page 574 et. seq. of the New Hanover County Registry.

D. Common Elements. Shall be used interchangeably with "common areas" and shall mean or refer to all portions of a townhouse except the units; and

E. Limited Common Elements. Shall be used interchangeably with limited common areas and shall refer to all portions of the common elements which are designated for use with a particular unit.

F. Common Expenses. The expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

G. Master Association. All purchasers of lots/units in Cypress Island Townhomes shall in addition to being a member of Cypress Island Townhomes Association, Inc. shall also be a member of Cypress Island HOA, Inc.

ARTICLE II

DESCRIPTION OF BUILDINGS. The Declarant owns the buildings which Declarant has divided into \_\_\_\_\_ (\_\_\_\_) units (herein "The Townhouse Units" or "The Units"), to be used for residential purposes. The buildings are located above the ground level. A

RETURN TO NED M. BARNES

plat of survey by \_\_\_\_\_, Registered Land Surveyor, showing the location of said building is recorded in Map Book 37 at Page 186 and is incorporated by reference. The buildings are built out of wood frame construction. Each unit contains approximately \_\_\_\_\_ heated square feet and are divided into \_\_\_\_\_ (\_\_\_\_\_) townhouse units. The townhouse units are designated in said plat as Units \_\_\_\_\_ through \_\_\_\_\_ (sometimes referred as Units \_\_\_\_\_). As used herein the term "Unit" shall mean "Townhouse Unit".

186 The general common elements are shown in Map Book 37 at Page 186. Each unit owner will receive with the conveyance of his unit an undivided \_\_\_\_\_ interest in the general common elements.

### ARTICLE III

USE RESTRICTIONS. The use of the property shall be in accordance with the following provisions:

A. Each of the Units shall be occupied only by an individual or a family and for no other purposes. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

B. The Common Elements shall be used for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Townhouse Units.

C. No use or practice shall be permitted on the Townhouse Property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Townhouse Property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No single rooms may be rented.

D. Reasonable regulations concerning the use of the Townhouse Property may be made and amended from time to time by CYPRESS ISLAND TOWNHOMES ASSOCIATION, INC. (herein referred to as the "Association") in the manner provided by its By-Laws. Copies of the By-Laws and regulations are recorded in Book 2252, Page 574 et. seq. of the New Hanover County Registry.

### ARTICLE IV

#### HOMEOWNERS ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a unit which is subject to assessment shall be a member of Cypress Island Townhomes Association, Inc. as well as Cypress Island HOA, Inc. Membership shall be appurtenant to and shall not be separated from ownership of any Townhouse which is subject to assessment. Each owner has the duty to comply with and obey these Articles, the Bylaws of the Association and the Rules and Regulations of the Association as well the Articles, Bylaws and Rules and Regulations of Cypress Island HOA, Inc.

Section 2. Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and By-Laws; PROVIDED, HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until such time as 90% of the undeveloped property in adjoining sections owned by Declarant have been sold and conveyed by the Declarant to purchasers or until June

30, 2004, whichever occurs first. Management and control may be transferred to the lot owners at any time, by the Declarant, at Declarant's discretion, but in all events, no later than 120 days after the happening of the earlier of the above events.

#### ARTICLE V

A. EASEMENTS. Each of the unit owners shall have an easement in common with the other unit owners to use common elements, including but not limited to all sewer lines located in the other unit and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other unit to use all common elements serving such other units and located in such unit. The Association shall have the right to be exercised by the Board of Managers or its Designee, to enter each unit from time to time, at reasonable hours as may be necessary for the operation of the property to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common elements, if any, contained therein or else therein the building.

The Declarant hereby reserves and subjects the lands which are the subject to this Declaration to an easement of use and enjoyment by the owners and occupants of the respective townhouse units for ingress and egress to and from all of the common elements pertaining to CYPRESS ISLAND TOWNHOMES. Easements are also hereby created for installation, use, maintenance, repair and replacement of all necessary public utilities, including but not limited to sewer, water lines, gas, electricity, telephone and cable television for the use of the above described property known as CYPRESS ISLAND TOWNHOMES.

All easements herein created and described shall be easements appurtenant to, and shall run with the land by whomsoever owned, whether or not the same shall be contained or referred to in any future deed or conveyance, and shall at all times inure to the benefit and be binding upon the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns.

B. ENCROACHMENTS. The Declarant for itself, its heirs, successors and assigns, hereby waives any and all actions, causes of actions or claims that may or could arise from any structures located on said maps as hereinabove referenced that encroach onto the common area, and by acceptance of a deed the grantees/unit owners acknowledge and waive any claim or cause of action that may exist as a result of any encroachment of any structure onto the common area as hereinabove referenced.

#### ARTICLE VI

ENFORCEMENT. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#### ARTICLE VII

##### PARTY WALL

A. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

D. Weatherproofing. Notwithstanding any other provision of this Article, an owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

E. Right to Contribution Runs with Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass such Owner's successors in title.

F. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be a majority of all the arbitrators.

#### ARTICLE VIII

NOTICE. The name and address of the process agent to receive service of process in any matters affecting the property is as follows:

Stephen M. Miller  
5715 Carolina Beach Road  
Wilmington, NC 28412

#### ARTICLE IX

TAXES. Each individual unit and its allocated undivided interest in the common elements shall be deemed to be a separate parcel and shall be separately assessed and taxed for all types of taxes authorized by law, including but not limited to special ad valorem levies and special assessments. Each unit holder shall be liable solely for the amount of taxes against his individual unit and undivided interest in the common elements and shall not be affected by the consequence resulting from the tax delinquency or any other unit holder. Neither the building, the property, nor any of the common elements shall be deemed to be a separate parcel for the purposes of taxation.

#### ARTICLE X

ASSESSMENTS. Assessments against unit owners by the Board of Managers made pursuant to the By-Laws shall, if not paid when due, create a lien in favor of the Association against the unit of the defaulting owner and shall be collected as provided and in the By-Laws hereto attached.

#### ARTICLE XI

LIENS. All liens provided for herein shall be subordinate, and are hereby subordinated, to the lien of any first mortgage or deed of trust given to any lender to secure a loan, the proceeds of which are used to finance the purchase of any unit or units, unless any such lien provided for herein shall have been recorded in the Office of the Clerk of Superior Court of New Hanover County prior to recordation to the said first lien mortgage or deed of trust in

the Office of the Register of Deeds of New Hanover County, North Carolina.

ARTICLE XII

BINDING EFFECT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE XIII

AMENDMENT. At any time prior to December 31, 2004 these Restrictions may be amended by the developer at its discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of two-thirds (2/3) of the members of the Homeowners Association, provided, however, no amendment shall be made requiring Declarant/Developer to pay assessments to any Association within Cypress Island and provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, all the day and year first above written.

CYPRESS GREEN, INC.

BY: [Signature] President



[Signature]

(SEAL)

Secretary

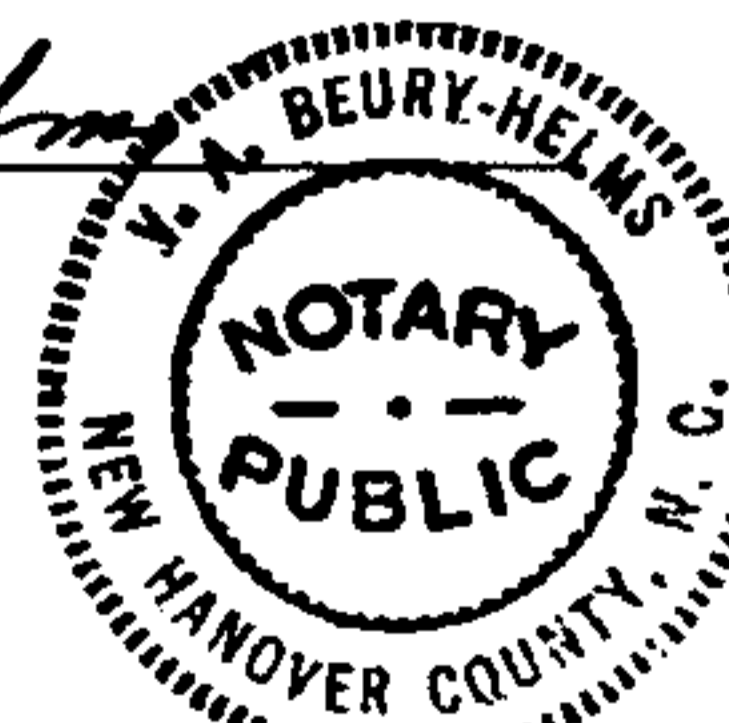
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, V. A. Beury-Helms, a Notary Public in and for the aforesaid County and State, do hereby certify that Dick J. Thompson personally appeared before me this day and acknowledged that he is Secretary of CYPRESS GREEN, INC., a North Carolina 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 him as its Secretary.

WITNESS my hand and notarial stamp or seal, this the 30th day of September, 1997.

My commission expires: 8/5/99

[Signature] NOTARY PUBLIC



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing certificate of V.A. Beury-Helms, a Notary Public, is certified to be correct. This the 10 day of October, 1997.

MARY SUE OOTS - REGISTER OF DEEDS
BY: [Signature] Deputy/Assistant

**CYPRESS ISLAND TOWNHOMES ASSOCIATION, INC.  
(A NON-PROFIT CORPORATION)**

ARTICLE I

GENERAL

Section 1. TITLE TO LOTS. Title to Lots may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 2. APPLICABILITY OF BY-LAWS. The provisions of these By-Laws are applicable to CYPRESS ISLAND TOWNHOMES, and its common elements and to the use and occupancy thereof. The term "CYPRESS ISLAND TOWNHOMES" and its common elements as used herein shall include the land, the building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

Section 3. APPLICATION. All present and future owners, mortgagees, lessees and occupants of Lots and their employees and any other persons who may use the facilities in any manner are subject to these By-Laws, the Declaration and Rules and Regulations pertaining to the use and operation of the Lots. The act of occupancy of a lot shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 4. OFFICE. The Office of the Owner's Association and the Board of Directors shall be located at: 5717 Carolina Beach Road, Wilmington, North Carolina, 28409.

ARTICLE II

OWNERS' EASEMENTS OR ENJOYMENT

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, to include the golf facility;
- B. The right of the Association to limit the number of guests of members;
- C. The right of the Association to suspend the voting rights and right to use of the facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;
- D. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except for the grant or conveyance of a standard utility easement in order to obtain utility service to

the common area, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, provided, however, that the Association has the authority to dedicate the streets to the public. With respect to a standard utility easement permitting utility service to the common area, the Board of Directors may authorize the officers to execute such a grant or conveyance of the standard utility easements to the utility company without a vote of the membership of the association;

- E. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

### ARTICLE III

#### BOARD OF DIRECTORS/MANAGERS

Section 1. MANAGEMENT AND CONTROL. Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and By-Laws; PROVIDED, HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until such time as 90% of the undeveloped property in adjoining sections owned by Declarant have been sold and conveyed by the Declarant to purchasers or until June 30, 2004, whichever occurs first. Management and control may be transferred to the lot owners at any time, by the Declarant, at Declarant's discretion, but in all events, no later than 120 days after the happening of the earlier of the above events.

Section 2. POWERS AND DUTIES. The Board of Managers/Directors shall have the powers and duties necessary for the administration of the affairs of the Lots and Common Elements except such powers and duties as by law or by these By-Laws may not be delegated to the Board of Managers/Directors by the unit owners. The powers and duties to be exercised by the Board of Managers/Directors shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common elements;
- B. Determination of the amounts required for operation, maintenance and other affairs of the Lots and Common Elements;
- C. Collection of the common charges from the unit owners;
- D. Employment and dismissal of personnel as necessary for efficient maintenance and operation, including a property manager;
- E. Adoption and amendment of rules and regulations covering the details of the operation and use of the Lots and Common Elements;
- F. Opening of bank accounts on behalf of the Owners Association and designating the signatures required therefor;

- G. Obtaining insurance for the Lots and Common Elements pursuant to the provisions of Article VI, Section 2 hereof; and
- H. Making repairs, additions and improvements to, or alterations of, the property and repairs to and restoration of the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. ELECTION AND TERM OF OFFICE. Subject to the provisions of Section 1 herein, the Board of Managers/Directors shall be elected at the first annual meeting of the lot owners, the term of office of the members of the Board of Managers/Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Managers/Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Managers/Directors shall hold office until their respective successors shall have been elected by the unit owners. Upon Declarant transferring management and control to owners, the Board of Managers/Directors shall consist of up to seven individuals, all of whom must be lot owners of record in Cypress Island.

Section 4. VACANCIES. Vacancies in the Board of Managers/Directors caused by any reason shall be filled by appointment by the remaining members of the Board of Directors/Managers. Each person so appointed shall be a member of the Board of Managers/Directors for the remainder of the term of the member so removed.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Managers/Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers/Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Managers/Directors shall be given to each member of the Board of Managers/Directors, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Managers/Directors may be called by any Board member on three (3) business days' notice to each member of the Board of Managers/Directors given by mail or telegraph, which notice shall state the time, place and purpose of the meetings.

Section 7. WAIVER OF NOTICE. Any member of the Board of Managers/Directors may, at any time, waive notice of any meeting of the Board of Managers/Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers/Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers/Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. QUORUM OF BOARD OF MANAGERS/DIRECTORS. At all meetings of the Board of Managers/Directors, at least a majority of members thereof must attend to constitute a quorum for the transaction of business and the votes of all of the members of the Board of Managers/Directors shall constitute the decision of the Board of Managers/Directors. If at any meeting of the Board of Managers/Directors there shall be less than a quorum present, the Board members present may conduct any business which might have been transacted at the meeting originally called and any action consented to by the absent manager in writing within ten (10) days of said meeting, shall be deemed valid.

Section 9. COMPENSATION. No member of the Board of Managers/Directors shall receive any compensation from the Association for acting as such.

Section 10. DEADLOCK. Any deadlock in voting shall be resolved by submitting the matter to arbitration in accordance with the Uniform Arbitration Act as set forth in the North Carolina General Statutes, Section 1-567.1 et seq.

ARTICLE IV

MEETINGS OF UNIT OWNERS

Section 1. PLACE. All meetings of the unit owners shall be held at the office of the Association or such other place as may be stated in the notice.

Section 2. ANNUAL MEETINGS.

a. The annual meeting of the unit owners shall be held at a site designated in New Hanover County, North Carolina, in each year commencing in 1998 provided, however, that the first annual meeting will be held on the first Saturday in November, 1998. At such meeting each unit owner shall vote to elect the members of the Board of Managers/Directors. Regular annual meetings subsequent to 1998 shall be held on the first Saturday in November of each succeeding year unless otherwise determined by the Board of Managers/Directors.

b. All annual meetings shall be held at such hour as is determined by the Board of Managers/Directors.

c. At the annual meeting, the members shall elect the new members of the Board of Managers/Directors and transact such other business as may properly come before the meeting.

Section 3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Managers/Directors or upon a petition signed and presented to the Secretary by unit owners owning a total of at least fifty percent (50%) of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. The business transacted at all special meetings shall be confined to the objects stated in the notice unless the Board of Managers/Directors unanimously consents to the transaction of business not stated in the notice.

Section 4. NOTICE OF MEETINGS. The Secretary shall mail to each unit owner of record a notice of each annual or special meeting of the unit owners at least ten (10) days but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. ADJOURNMENT OF MEETINGS. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

Section 6. ORDER OF BUSINESS. The order of business at all meetings of the Unit Owners shall be as follows:

- a. Roll call;
- b. Proof of notice of meeting;

- c. Reading of minutes of preceding meeting;
- d. Reports of Officers;
- e. Report of Board of Managers/Directors;
- f. Reports of Committees;
- g. Election of members of the Board of Managers/Directors (when so required);
- h. Unfinished business;
- i. New business; and
- j. Adjournment.

Robert's Rules of Order shall be applicable to the conduct of all meetings of unit owners.

Section 7. VOTING. The owner or owners of each Unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Each unit shall be entitled to cast one (1) vote at all meetings of the unit owners. A fiduciary shall be the voting member with respect to any Lot owned in a fiduciary capacity.

Section 8. MAJORITY OF LOT OWNERS. As used in this By-Laws the term "majority of lot owners" shall mean those lot owners having one hundred percent (100%) of the total authorized votes of all lot owners in person or by proxy and voting at any meeting of the lot owners, determined in accordance with the provisions of Section 7 of this Article.

Section 9. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Lot Owners having sixty percent (60%) of the total authorized votes of all lot owners shall constitute a quorum at all meetings of the lot owners.

Section 10. MAJORITY VOTE. The vote of a majority of lot owners at a meeting at which a quorum shall be present shall be binding upon all lot owners for all purposes.

Section 11. DEADLOCK. Any deadlock in voting shall be resolved by submitting the matter to arbitration in accordance with the Uniform Arbitration Act as set forth in the North Carolina General Statutes, Section 1-567.1 et seq.

## ARTICLE V

### OFFICERS

Section 1. DESIGNATION. The principal officers of the Owners Association shall be the President and Secretary and Treasurer, all of whom shall be elected by the Board of Managers/Directors. The Board of Managers/Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Secretary and Treasurer must be members of the Board of Managers/Directors.

Section 2. ELECTION OF OFFICERS. Officers shall be elected annually by the Board of Managers/Directors.

Section 3. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the members of the Board of Managers/Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers/Directors called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Owners Association. He shall preside at all meetings of the lot owners and Board of Managers/Directors. He

