

CREEKSIDE
TOWNHOMES

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Re-recorded December 23, 1986
Book 0675 pages 0018 thru 0036

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CREEKSIDE TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by JOHNSON AND
PERRY COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of
Brunswick, State of North Carolina, which is more particularly described on
Exhibit "B" attached hereto and incorporated herein by reference, and
containing two six-unit buildings and being hereafter known as CREEKSIDE
TOWNHOMES, FIVE UNIT BUILDING

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be 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
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CREEKSIDE ASSOCIATION
OF BRUNSWICK, its successors or assigns.

Section 2. "Owner" or "Unit Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple title to any
lot which is a part of the Properties, including contract sellers, but
excluding those having such interest merely as security for the performance
of an obligation.

Section 3. "Properties" shall mean and refer to that certain real
property hereinbefore described, and such additions thereto as may hereafter
be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property
(including the improvements thereto) owned by the Association for the common
use and enjoyment of the owners.

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Section 5. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Johnson and Perry Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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;

(b) the right of the Association to suspend the voting rights and right to use of the recreational 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 any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, but such delegation of rights shall not relieve the owner of the obligation for payment of assessments.

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ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the amount of any debt outstanding in the Class A membership equal the total votes outstanding in the Class B memberships; or
- (b) on January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees of not less than Fifty Dollars (\$50.00) for any single collections, shall be a charge on the land and shall be a continuing lien upon the property against which each such

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assessment is that such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the improvements and maintenance of the Common Areas. The Association shall also impose assessments necessary to provide for annual maintenance of the exterior of the individual units, and for capital improvements and repairs to the unit exteriors and the roof.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the total votes outstanding who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that

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any such assessment shall have the assent of two-thirds (2/3) of the votes of the total votes outstanding who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the total votes outstanding shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area from the Declarant to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate of the Association as to the status of assessments on a Lot, which certificate is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner

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personally obligated to pay the same, or foreclose the lien against the property. No owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

INSURANCE

Section 1. Acquisition. Insurance policies upon the common areas (except title insurance) shall be purchased by the Board of Directors of the Association in their name as Trustee for the Association, for the benefit of the Unit Owners and their respective mortgages as their interests may appear, and shall provide for the issuance of certificates or mortgages endorsements to the holders of first mortgages or deeds of trust on the Units or any of them, and if the companies writing such policies will agree, the policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents, guests and lessees. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation referred to above if available.

Section 2. Coverage. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Association and the Common Property:

Casualty Insurance covering all improvements and all personal property included in the Common Areas and any additions added by amendment, except such personal property as may be owned by the Unit Owners, shall be procured in an amount equal to the maximum insurable replacement value thereof

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(exclusive of excavation, foundations, streets and parking facilities) as determined annually by the insurance company to afford such coverage. coverage shall afford protection against: (a) loss or damage to fire and other hazards covered by the standard extended coverage endorsement; (b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

Each Unit Owner must maintain standard fire and casualty insurance affording coverage on his individual Unit, and the Unit Owner shall be responsible for paying the premium at his own expense. Each Unit Owner shall provide evidence of insurance to the Association. The insurance shall be in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations, streets and parking facilities) as determined annually by the insurance company to afford such coverage. Any loss sustained shall be governed in accordance with Section 8 hereunder. In the event that the Owner fails to maintain adequate insurance as required herein, the Association shall be authorized to obtain adequate insurance and assess the premium paid therefor in the same manner as maintenance assessments are charged pursuant to Article IV.

Section 3. Public Liability Insurance. Public liability and property damage insurance in such amounts and in such forms as shall be required or desired by the Association, including, but not limited to, an endorsement to cover liability of the Unit Owners as a group or a single Unit Owner.

Section 4. Fidelity Coverage. Such fidelity coverage protecting against dishonest acts by Association officers, directors, trustees and employees and all others who are responsible for handling funds of the Association, as the Board of Directors of the Association may deem prudent or desirable.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by said Association and charged as a Common Expense.

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of the Units in the entire Association shall determine not to proceed with repair or restoration, then the procedure set forth in Section 47A-25 of the North Carolina General Statutes, as amended, shall take place.

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B. Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the plans and specifications for the original buildings, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a Unit, by the Owners of the damaged Units (each in his own Unit), which approvals shall not be unreasonably withheld.

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C. Responsibility. If the damage is to part or parts of one or more of the Units then the Unit Owner shall be responsible for reconstruction and repair to his Unit after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. Each Unit Owner delegates to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Unit.

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D. Estimate of Costs. Immediately after determination to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in the case of damage to Common Areas and Facilities, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas and Facilities shall be in proportion to the Unit Owner's shares in the Common Areas and Facilities.

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Section 9. Termination. The Association shall be terminated

at all, in the following manner:

A. The termination of the Association may be effected only by the unanimous agreement of all Unit Owners expressed in an instrument duly recorded; provided only that the holders of all liens affecting any of the Units consent thereto, or agree, by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property as provided in subparagraph C below. Such instrument shall become effective when such agreement has been recorded in the office of the Register of Deeds of Brunswick County, North Carolina.

B. If it is determined that the buildings shall not be reconstructed after casualty, the Association plan of ownership shall be terminated and the Declaration of Covenants, Conditions and Restrictions revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the office of the Register of Deeds of Brunswick County, North Carolina.

C. After termination of the Association, the Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided shares of the Unit Owners in the undivided share or interest owned as tenants in common shall be that percentage of the undivided interest in the Common Area and Facilities previously owned by each Unit Owner. All funds held by the Association and insurance proceeds, shall be held for the Unit Owners in the same proportion. The funds incurred by the Association in connection with the termination shall be a Common Expense.

D. The members of the Board of Directors acting collectively as agent for all Unit Owners, shall continue to have such powers as granted herein, even though the Association may be dissolved upon a termination.

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ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

ADDITIONAL DEEDS

The Declarant hereby reserves to itself the exclusive right and option, but not obligation, to add to or expand the property subject to this Declaration by the addition of all or any portion or portions of the real property described on Exhibit "A", attached hereto and made a part hereof by reference, in one or more additional phases of Creekside Townhomes upon the following terms and in the following manner:

A. Any addition of real property subject to this Declaration, if any, shall occur only by the registration in the office of the Register of Deeds of New Hanover County, North Carolina, of one or more supplements to this Declaration, which shall be executed only by the Declarant. The addition to or expansion of property subject to this Declaration shall be at the sole discretion of the Declarant, without consultation with or consent of any Unit Owner. Every Unit Owner in Creekside Townhomes, all phases, by accepting a deed for a Unit therein, shall be deemed to have agreed for himself, his heirs, devisees, successors and assigns to such addition or expansion of the property subject to this Declaration in accordance with the provisions of this paragraph and that their undivided fractional interest in the common

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arens shall be proportionate to the total number of units within the Association.

B. The right and option as hereinabove described shall terminate on the 1st day of January, 1989.

ARTICLE VIII

GENERAL PROVISIONS

~~Section 1. 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.

~~Section 2. Severability.~~ Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

~~Section 3. Term.~~ The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. If this provision shall, at any time, be deemed to violate the rule against perpetuities then the covenants, conditions and restrictions set out in this Declaration shall run with and bind the land for the life of Governor James Martin plus twenty (20) years.

~~Section 4. Annexation.~~ Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

~~Section 5. FHA/VA Approval.~~ As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of

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additional property, as indication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of June, 1986.

JOHNSON AND PERRY COMPANY

By: [Signature]
President

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ATTEST:



[Signature]
Secretary

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STATE OF NORTH CAROLINA
COUNTY OF NEW HAMOVER

I, Veritas Sanders Washburn, a Notary Public in and for the aforesaid State and County, do hereby certify that DIANE S. PERRY personally came before me this day and acknowledged that they are the General Partners of JOHNSON AND PERRY COMPANY, a North Carolina general partnership, and that by authority duly given and as the act of the partnership, the foregoing instrument was signed in its name by its Partners.

WITNESS my hand and seal, this the 12th day of June, 1986.

Veritas Sanders Washburn
NOTARY PUBLIC
My Commission Expires: 9-1-87

STATE OF NORTH CAROLINA, Brunswick County
The foregoing Certificate(s) of

Veritas Sanders Washburn, Notary Public

Recorded this 12th day of June 19 86 at 3:18

Robert J. Robinson, Registered Deed Clerk

Robert J. Robinson
bmc

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EXHIBIT "A"

A portion of the Adkinson Tract of the Urban Unit, Jackeys Creek area, for International Paper Company

Commencing at the N. C. Geodetic Survey Monument, (BR-1, 1975), located on the Northeast corner of N. C. 133 Highway bridge, crossing Jackeys Creek, (in Brunswick County, Town Creek Township, North Carolina). THENCE South 31 degrees, 23 minutes and 17 seconds West 146.11 ft. to a new iron pipe, (NIP), on the right of way of N. C. 133, the point of beginning. THENCE S calls along said right of way: (1) South 21 degrees, 42 minutes and 42 seconds West 96.57 ft. to a NIP, THENCE (2) South 27 degrees, 35 minutes and 50 seconds West 96.96 ft. to a NIP, THENCE (3) South 33 degrees, 34 minutes and 30 seconds West 96.99 ft. to a NIP, THENCE (4) South 39 degrees, 10 minutes and 08 seconds West 96.74 ft. to a NIP, THENCE (5) South 46 degrees, 27 minutes and 51 seconds West 49.49 ft. to a NIP, THENCE 8 calls along a new line (1) North 53 degrees, 34 minutes and 43 seconds West 183.30 ft. to a NIP, THENCE (2) North 45 degrees, 25 minutes and 13 seconds West 166.02 ft. to a NIP, THENCE (3) North 43 degrees, 22 minutes and 26 seconds West 98.76 ft. to a NIP, THENCE (5) North 19 degrees, 22 minutes and 10 seconds West 218.28 ft. to a NIP, THENCE (6) North 20 degrees, 52 minutes and 30 seconds East 61.09 ft. to a NIP, THENCE (7) North 64 degrees, 26 minutes and 03 seconds East 105.46 ft. to a NIP, THENCE (8) North 60 degrees, 27 minutes and 26 seconds East 79.00 ft. to a NIP on the south edge of Jackeys Creek. THENCE North 60 degrees, 27 minutes and 26 seconds East 12.14 ft. to the center of Jackeys Creek, THENCE S calls down the center of said creek: (1) South 67 degrees, 31 minutes and 17 seconds East 361.07 ft., THENCE (2) South 66 degrees 38 minutes and 37 seconds East 121.88 ft., THENCE (3) South 83 degrees, 55 minutes and 59 seconds East 37.54 ft. to the right of way of N. C. 133 Highway. THENCE with said right of way South 13 degrees 58 minutes and 43 seconds West 112.66 ft. to the point of BEGINNING: for a total of 6.10 acres.

The same being shown as Tract 400, Exhibit A to that Special Warranty Deed to International Paper Realty Corporation, found recorded in Book 612 at Page 992 of the Brunswick County Registry.

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EXHIBIT "B"

Being all of that area known as Creekside Townhomes, Phase One, as shown more fully on a map of Creekside Townhomes, Phase One, recorded in Map Cabinet 5 at Page 242 of the Brunswick County Registry, incorporated herein by reference.

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Excise Tax Recording Time, Book and Page
Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
Multi-Party recording to Creekside Association of Brunswick, Creekside Estates,
Box 12, Creekside Drive, Leland, N.C. 28451
This instrument was prepared by HALL AND WASHINGTON, 718 Market Street, Wilmington, N.C. 28401
Brief description for the Index Common Areas, Creekside Townhomes, Phase One

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of December, 1986, by and between

GRANTOR

GRANTEE

JOHNSON AND PERRY COMPANY
A North Carolina General
Partnership

CREEKSIDE ASSOCIATION
OF BRUNSWICK

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Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Brunswick Township, Brunswick County, North Carolina and more particularly described as follows:

BEING all of that property shown as Common Areas on that map of Creekside Townhomes, Phase One, as shown more fully on a map of Creekside Townhomes, Phase One, recorded in Map Cabinet 5 at Page 242 of the Brunswick County Registry, incorporated herein by reference.

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The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book _____ page _____

TO HAVE AND TO HOLD the above said lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

The provisions of all applicable zoning and land use ordinances, statutes and regulations; and all applicable restrictive covenants and utility easements of record.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, or if corporate, 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, the day and year first above written.

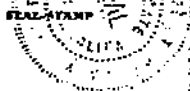
JOHNSON AND PERRY COMPANY (Corporate Name) _____ (SEAL)

BY: *Blondell B. Johnson* _____ (SEAL)

Blondell B. Johnson _____ (SEAL)

ATTEST: *Dianne S. Perry* _____ (SEAL)

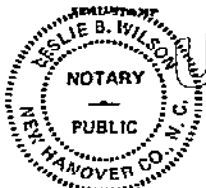
Dianne S. Perry, Secretary (Corporate Seal) _____ (SEAL)



NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public



NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that *Dianne S. Perry* Secretary of *JOHNSON AND PERRY COMPANY* a North Carolina *GENERAL PARTNERSHIP* firm and as the act of the corporation, the foregoing instrument was signed in its name by its President, seated with its corporate seal and attested by her _____ as its Secretary. Witness my hand and official stamp or seal, this *23rd* day of *December*, 19 *86*.

My commission expires: *7-27-90* _____ Notary Public

The foregoing Certificate(s) of *Leslie B. Wilson, a Notary Public,*

has been certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. Recorded this *23rd* day of *December* 1986, at *5:47 P.M.*

ROBERT J. ROBINSON _____ REGISTER OF DEEDS FOR BRUNSWICK COUNTY

By *Brenda H. Clemmons* _____ Deputy Register of Deeds