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RECORDED AND VERIFIED  
REBECCA P. TUCKER  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA, <sup>JUL 14, 11 59 AM '89</sup>  
COUNTY OF NEW HANOVER.

SUPPLEMENTAL DECLARATION TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CROOKED CREEK TOWNHOUSES  
RECORDED IN BOOK 1191 AT PAGE 1588  
OF THE NEW HANOVER COUNTY REGISTRY

CROOKED CREEK TOWNHOUSES  
PHASE IIIA

THIS SUPPLEMENTAL DECLARATION made this the <sup>14th</sup> day of  
JULY, 1989, by ADGER WILSON REALTY, INC., a North Carolina  
corporation with its principal place of business at 6800  
Wrightsville Avenue, Wilmington, N. C. 28403, hereinafter  
referred to as "Declarant";

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Declarant is the owner of the one (1)  
two-unit Type "C" townhouse and certain other improvements  
located in the County of New Hanover and State of North Carolina,  
which are more particularly described as follows:

31

BEING all of Lots 301 and 302, Phase IIIA, CROOKED  
CREEK TOWNHOUSES together with appurtenant common area,  
as the same is shown on a map thereof duly recorded in  
Map Book 30 at Page 10 of the New Hanover County  
Registry. The said property also being within the area  
described in Deed Book 1152 at Page 445 of the New  
Hanover County Registry, as set forth in Article VII,  
Section 4, in that Declaration recorded in Book 1191 at  
Page 1588 of the New Hanover County Registry.

WHEREAS, in Article VII, Section 4 of said Declaration, the  
Declarant reserved the right and option to add and subject to the  
provisions of said Declaration, the property described in deed  
recorded in Book 1152 at Page 445 of the New Hanover County  
Registry; and

WHEREAS, it is the desire and intention of the Declarant in  
the recordation of this Supplemental Declaration in the Office of  
the Register of Deeds of New Hanover County, N. C. to submit all  
of the real property and the improvements thereto described above,  
to the provisions of the above referred to Declaration; and

NOW, THEREFORE, THE DECLARANT DOES HEREBY DECLARE THAT ALL OF  
THE REAL PROPERTY DESCRIBED ABOVE, AS WELL AS ALL OF THE IMPROVE-  
MENTS, TO BE CONSTRUCTED THEREON IS HELD AND SHALL BE HELD,  
CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED AND IMPROVED  
SUBJECT TO THE FOLLOWING ARTICLES OF COVENANTS, CONDITIONS,  
RESTRICTIONS, USES, LIMITATIONS AND OBLIGATIONS, ALL OF WHICH ARE  
DECLARED TO BE IN FURTHERANCE OF A PLAN FOR THE IMPROVEMENT OF THE  
PROPERTY AND SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A  
BURDEN AND A BENEFIT TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS,  
AND ANY PERSON OR ENTITY ACQUIRING OR OWNING AN INTEREST IN THE  
REAL PROPERTY AND IMPROVEMENTS OR ANY SUBDIVISION THEREOF, THEIR  
GRANTEES, SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES  
AND ASSIGNS.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to "THE  
CROOKED CREEK HOMEOWNERS' ASSOCIATION", its successors and  
assigns.

Section 2: "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 all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include:

The Common Area of Phase IIIA of CROOKED CREEK TOWNHOUSES which is all of that area shown on a map of PHASE IIIA OF CROOKED CREEK TOWNHOUSES that is recorded in Map Book 30 at Page 10 of the New Hanover County, N. C. Registry, with the exception of Lots 301 and 302 shown on said map.

Section 5. "Lot" 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 ADGER WILSON REALTY, INC., a North Carolina corporation, its successors and assigns.

## 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 the 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 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 the officers of the Association are authorized to do so by vote of two-thirds (2/3) of each class of members;

(d) until the Declarant has completed and sold all of the Townhouses, neither the Townhouse Owners nor the Association nor the use of the Townhouse Property shall interfere with the completion of the contemplated improvements and the sale of the Townhouses. The Declarant may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the property, and the display of signs.

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.

Section 3: INSTALLATION OF AMENITIES. The Declarant hereby agrees and warrants that it will at its sole expense, install a

tennis court within four (4) months after the completion and sale of thirteen (13) townhouses. The obligation and responsibility of the Declarant to install this amenity shall not exist unless and until the development stage outlined above is reached.

## ARTICLE III

PLAN OF DEVELOPMENT  
AND SCOPE OF DECLARATION

The name by which the entire planned unit development shall henceforth be known is CROOKED CREEK TOWNHOUSES. The Declarant has caused to be constructed upon the real property described on Page 1 hereof the single two-unit Type "C" Townhouse as well as the common areas and facilities of both the building and the real property, all as defined hereinabove. The two townhouses together with their privileges and appurtenances shall be offered for sale to the public by the Declarant subject to the covenants, conditions, restrictions and obligations stated in the Articles of this Supplemental Declaration, the Articles of Declaration recorded in Book 1191 at Page 1588 of the New Hanover County Registry referred to hereinabove which are incorporated herein by reference, the Articles of Incorporation of the Association, its duly adopted By-laws and its Rules and Regulations. The townhouses and their owners shall be subject to the jurisdiction of the Association of which each owner shall be a member and which shall manage the upkeep and maintenance of the common grounds to and amenities for Phases I, II, III, IIIA, IV and V of CROOKED CREEK TOWNHOUSES, together with any future phases thereof, as a whole, as evidenced and provided for in its Articles of Incorporation and the Declaration recorded in Book 1191 at Page 1588 of the New Hanover County Registry.

The Declarant by this Supplemental Declaration, submits only the real property described on Page 1 hereof together with the improvements thereon, to the Declaration and hereinafter this submission shall be referred to as CROOKED CREEK TOWNHOUSES, PHASE IIIA. Nevertheless, the Declarant hereby reserves to itself, the exclusive right and option, but not the obligation, to add to or expand the property subject to the Declaration recorded in Book 1191 at Page 1588 of the New Hanover County Registry, by the addition of all or any portion or portions of the real property described in Article VII of Section 4 of said Declaration in one or more phases upon the terms and in the manner set forth in Article VII, of Section 4 of said Declaration, which are incorporated herein by reference.

## ARTICLE IV

## INCORPORATION

The terms and provisions of Article III of the Declaration are adopted and incorporated herein by reference. The terms and provisions of Article IV of the Declaration are adopted and incorporated herein by reference with the addition of a provision that until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for a Type "C" townhouse shall be \$765.60. The terms and provisions of Articles V, VI, VII, VIII, AND IX, the By-Laws of CROOKED CREEK HOMEOWNERS' ASSOCIATION INC. and the Rules and Regulations of CROOKED CREEK HOMEOWNERS' ASSOCIATION, INC. are hereby adopted in their entirety and incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant, ADGER WILSON REALTY, INC., has caused this instrument to be signed in its name by its duly

authorized corporate officers and its corporate seal to be hereto affixed, all on the day and year first hereinabove written.

ATTEST:

ADGER WILSON REALTY, INC.

A.C. Bisbing  
A.C. Bisbing, Secretary

BY: Adger Wilson, Jr.  
Adger Wilson, Jr., President

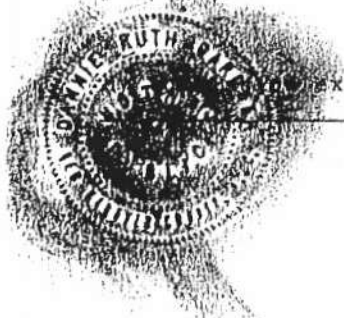


NORTH CAROLINA,  
NEW HANOVER.

Dannie Ruth Gardner, a Notary Public in and for the County of New Hanover and State of North Carolina do hereby certify that A.C. BISBING, personally appeared before me this day and acknowledged that he is Secretary of ADGER WILSON REALTY, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was duly signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 14th day of JUNE, 1989.

Dannie Ruth Gardner  
NOTARY PUBLIC



expires: 7-28-90

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/Annexed Certificate of

Dannie Ruth Gardner  
Notary (Notaries) Public is/are certified  
to be correct.  
This the 14 day of June 1989

Rebecca P. Tucker, Register of Deeds  
By Walter B. Baker  
Deputy/Assistant