

STATE OF NORTH CAROLINA JAN 23 9 07 AM '87

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 V

THIS SUPPLEMENTAL DECLARATION made this the 23rd day of January, 1987, by ADGER WILSON REALTY, INC., a North Carolina corporation with its principal place of business at 1994 Eastwood Road, Wilmington, N. C. 28403, hereinafter referred to as "Declarant";

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Declarant is the owner of the five (5) single family residential lots and certain other improvements located in the County of New Hanover and State of North Carolina, which are more particularly described as follows:

BEING all of Lots 501, 502, 503, 504 and 505, of Phase V, CROOKED CREEK TOWNHOUSES together with appurtenant common area, as the same is shown on a map thereof duly recorded in Map Book 26 at Page 184 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 IMPROVEMENTS, 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 IMPROVEMENTS 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 V of CROOKED CREEK TOWNHOUSES which is all of that area shown on a map of PHASE V OF CROOKED CREEK TOWNHOUSES that is recorded in Map Book 26 at Page 184 of the New Hanover County, N. C. Registry, with the exception of Lots 501, 502, 503, 504 and 505 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.

## 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 the property described on Page 1 hereof to be subdivided into five (5) single family residential lots together with their privileges and appurtenances, and they 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 property 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, IV and V of CROOKED CREEK TOWNHOUSES, together with any future phases thereof.

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 V. 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

## SINGLE-FAMILY LOTS

Lots 501, 502, 503, 504 and 505, Phase V of CROOKED CREEK TOWNHOUSES are subject to the following restrictions:

1. The above numbered lots shall be used for residential purposes only and no dwelling shall be erected on any residential lot other than one single family dwelling. A detached garage and/or accessory building shall be permitted with the approval of the Declarant or the Approval Committee.
2. The Declarant reserves the right to re-subdivide the herein described lots so long as the lots as re-subdivided comply with the Subdivision Ordinance as adopted by the County of New Hanover. However, once a lot is sold by the developer, it may not be re-subdivided unless such part of the re-subdivided lot becomes a part of another whole lot and the remainder of the subdivided lot becomes a part of another whole lot.
3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the lot shall at any time be used as a residence.
4. The design, exterior finish and location of all buildings which shall be erected on any lot will be subject to the approval of the Declarant or a committee appointed by the Declarant. No dwelling shall be constructed on any of the above numbered lots with an interior area of less than 1800 square feet of heated living area. It is the express intention of the developer to maintain on these numbered lots a compatible plan of development with respect to design, size, cost and general appearance of the structures to be erected on the lots therein.

5. These covenants and restrictions are to run with the land and shall be binding on all persons or entities who purchase one of the above numbered lots, their heirs, successors or assigns or persons claiming under them.

6. If a purchaser of any of these numbered lots or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any other person or persons owning any of the herein described lots to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation.

7. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which will remain in full force and effect.

8. The Declarant reserves the right to subject the real property in this Subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

#### ARTICLE V

##### MAINTENANCE AND ASSESSMENTS

1. The CROOKED CREEK HOMEOWNERS ASSOCIATION shall not be responsible for either yard maintenance or exterior maintenance of homes constructed on single family lots.

2. Single family lots shall be assessed at 60% percent of the amount of the assessment for Class A Townhouses.

3. Maintenance assessments shall not be charged or collected until the lots have been sold and deeded by the Declarant to purchasers.

#### ARTICLE VI

##### BOAT DOCKS

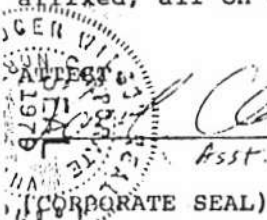
Single family lot owners shall be deeded as an appurtenance to their lot, an easement to construct a boat dock extending from their lot across the marsh to the Channel.

#### ARTICLE VII

##### INCORPORATION

Except as they may be inconsistent with this Declaration, the terms and provisions of Articles III, 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.



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ADGER WILSON REALTY, INC.

BY: Adger Wilson President

Asst. Secretary

STATE OF NORTH CAROLINA,

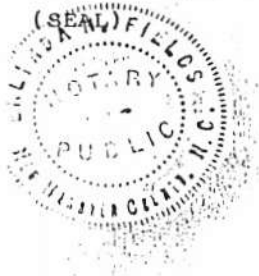
COUNTY OF NEW HANOVER.

I, Erlinda N. Fields, a Notary Public in and for the County of New Hanover and State of North Carolina do hereby certify that Paul Cameron personally appeared before me this day and acknowledged that he is ASST 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 ASST Secretary.

WITNESS my hand and notarial seal, this 22<sup>nd</sup> day of January, 1987

Erlinda N. Fields  
NOTARY PUBLIC

My commission expires:  
Dec 1, 1991



STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of  
Erlinda N. Fields, a Notary Public

is certified to be correct.  
This the 23rd day of Jan 19 87

Rebecca P. Tucker, Register of Deeds  
By Rebecca P. Tucker  
Deputy

STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.

Nov 18 2 23 PM '88

FIRST AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION  
RECORDED IN BOOK 1360 AT PAGE 1069

CROOKED CREEK TOWNHOUSES  
PHASE V

THIS FIRST AMENDMENT TO THAT SUPPLEMENTAL DECLARATION made the 23rd day of January, 1987 by ADGER WILSON REALTY, INC., a North Carolina corporation with its principal place of business at 6800 Wrightsville Avenue, Wilmington, North Carolina 28403, the "Declarant";

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Declarant previously adopted and caused to be recorded residential restrictions governing the use of Lots 501, 502, 503, 504 and 505 of Phase V of CROOKED CREEK TOWNHOUSES, together with appurtenant common area as the same is shown on a map thereof duly recorded in Map Book 26 at Page 184 of the New Hanover County Registry; and

WHEREAS, it is the desire of the Declarant to amend said Restrictions; NOW, THEREFORE

W I T N E S S E T H :

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION recorded in Book 1360 at Page 1069 CROOKED CREEK TOWNHOUSES PHASE V;

Article IV, Paragraph 1 "Single-Family Lots" is hereby amended to read as follows:

ARTICLE IV

67

Single-Family Lots

Lots 501, 502, 503, 504 and 505, Phase V of CROOKED CREEK TOWNHOUSES are subject to the following restrictions:

1. The above numbered lots shall be used for residential purposes only and no dwelling shall be erected on any residential lot other than one single-family dwelling. A detached garage and/or accessory building shall be permitted with the approval of the Declarant or the Approval Committee. The exterior of all houses and other structures must be completed within twelve (12) months after the commencement of construction.

ARTICLE V, Paragraph 3 is hereby amended to read as follows:

ARTICLE V

Maintenance and Assessments

3. Maintenance assessments shall not be charged against a lot or collected until that lot has been sold and deeded to a purchaser. The assessment will be charged against the lot commencing on the first day of the first month following the month in which the lot is deeded by the Declarant to the Purchaser.

EXCEPT as hereby amended, the terms and provisions of said Supplemental Declaration are hereby re-adopted and confirmed.