

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION CREATING UNIT OWNERSHIP OF
PROPERTY UNDER THE PROVISIONS OF
CHAPTER 47A OF THE GENERAL STATUTES OF
STATE OF NORTH CAROLINA
DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1

THIS DECLARATION, made this the 2nd day of October, 1984,
by GLENN W. HODGES and wife, ROBBIE B. HODGES, hereinafter
collectively referred to as "DECLARANT";

W I T N E S S E T H

That whereas, the Declarant are the owners of record of the fee simple title to certain real property in the City of Wilmington, County of New Hanover State of North Carolina, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference; and

Whereas, the Declarant have constructed two multi-unit buildings and certain other improvements on the aforesaid property; and

Whereas, it is the desire and intention of the Declarant to market, sell and convey interests in the property and the improvements thereon as a condominium project pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, entitled "Unit Ownership Act"; and

Whereas, it is the desire and intention of the Declarant in the recordation of this Declaration in the office of the Register of Deeds of New Hanover County, North Carolina, to submit said condominium project to the provisions of said Chapter 47A;

51 NOW, THEREFORE, THE DECLARANT DO HEREBY DECLARE THAT ALL OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, AS WELL AS ALL OF THE IMPROVEMENTS CONSTRUCTED THEREON, IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, USES, LIMITATIONS AND OBLIGATIONS, ALL OF WHICH ARE DECLARED TO BE IN FURTHERANCE OF A PLAN FOR THE IMPROVEMENT OF SAID PROPERTY AND THE DIVISION THEREOF INTO CONDOMINIUM UNITS AND SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BURDEN AND A BENEFIT TO THE DECLARANT, THEIR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY ACQUIRING OR OWNING AN INTEREST IN THE REAL PROPERTY AND IMPROVEMENTS, OR ANY SUBDIVISION THEREOF, THEIR GRANTEEES, SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES AND ASSIGNS.

1. Submission of Property. Pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, Section 47A-2, the Declarant do hereby submit all of the real property described in Exhibit "A", attached hereto and made a part hereof by reference, together with all improvements thereon and described herein, to the provisions of the "Unit Ownership Act" of the State of North Carolina, which is codified as Chapter 47A of the General Statutes of the State of North Carolina.

2. Definitions. For the purposes of this Declaration and the By-Laws of the Associations, hereinafter defined, the following definitions for the terms used herein shall apply unless otherwise defined by the context thereof:

A. "Act" shall mean and refer to the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina, as such may be supplemented or amended from time to time.

B. "Association" shall mean and refer to the DOWNEY BRANCH OFFICE CONDOMINIUMS OWNERS ASSOCIATION, INC., the mandatory association of all unit owners, as is more particularly described in paragraph 7 hereinbelow.

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C. "Assessment" shall mean and refer to a share of the funds required for the payment of the common expenses, hereinafter defined, of the Association which from time to time shall be levied or assessed against a unit owner by the Association, all as provided for hereinbelow.

D. "Buildings" shall mean and refer to the multi-unit buildings which the Declarant have constructed or will construct upon the real property described in Exhibit "A", to be used for business purposes, hereinafter provided. Attached hereto and made a part hereof by reference is Exhibit "C" which consists of a full and exact copy of the plans of the buildings as well as a survey of the real property, drawn by Robert M. Williams, P. E., showing the location of the buildings thereon. Said buildings are more particularly described in the plans of said buildings showing all particulars as required by law. In general, the buildings have two stories constructed on a concrete slab at ground level. There are no basements or garages. The buildings has approximately 6,000 square feet of heated area in each unit. The buildings have been subdivided into twelve units, hereinafter defined. The buildings have been constructed principally of wood, concrete, and brick veneer. The roofing is constructed of fibreglas shingles.

E. "Board" shall mean and refer to the Board of Directors of the Association, and "Director" shall mean and refer to a member of said board.

F. "By-Laws" shall mean and refer to those By-Laws of the Association providing for the government of the Association as they are duly adopted and amended from time to time by the Association. A copy of the initial By-Laws are attached hereto as Exhibit "D" and made a part hereof by reference.

H. "Common Areas and Facilities" generally shall mean and refer to all of the real property described on Exhibit "A" and all of the improvements and facilities thereon (including those portions which are defined hereinbelow as Limited Common Areas and Facilities) and which are not units, as defined hereinafter, and which are not items of personal property owned, held, and maintained by unit owners. Without in any way limiting the generality of the foregoing, the Common Areas and Facilities shall include, but not be limited to, the following:

- (1) All of the real property more particularly described in Exhibit "A" attached hereto, reference to which is hereby made for a more particular description thereof;
- (2) All foundations, columns, girders, beams, supports, roofs, ventilation fans and vents, load bearing walls, including all exterior walls and all interior walls (except non-load bearing interior walls wholly within a unit) of the Buildings.
- (3) All yard and garden areas, parking and drive areas, and sidewalks.
- (4) All installations and facilities, apparatus, conduits, and equipment for the provision of all utility services, including but limited to, all water and sewer service, electricity, heating, air conditioning, telephone, irrigation, trash disposal, if any, supplied for the common use and convenience of the Unit Owners, and which are not defined as part of the Units, hereinbelow;
- (5) All other portions of the real property and the improvements thereon which are not specifically part of

the units themselves, as hereinafter defined, or owned by Unit Owners as personal property, shall be Common Areas and Facilities intended for the common and necessary or convenient use, existence, maintenance or safety of the condominium project.

G. "Limited Common Areas and Facilities" are a part or parts of the Common Areas and Facilities which are reserved for use by less than all of the Units ("Units" being hereinafter defined), and shall mean the following portions of the Common Areas and Facilities:

(1) The ground or first floor entrance hall within the Buildings, as shown upon the plans of the Buildings attached hereto as Exhibit "C".

The Limited Common Areas and Facilities are shown in detail on Exhibit "C" attached hereto, and reference is hereby made to Exhibit "C" for a more detailed description of the Limited Common Areas and Facilities. The Limited Common Areas and Facilities, defined by Paragraph (1), above, shall be limited to use by the two Units located within the Section of the Buildings which such Limited Common Areas and Facilities serve. The two Units using each of said Limited Common Areas and Facilities defined in paragraph (1) above shall share equally in the same.

I. "Common Expenses" or "Common Expense" shall mean and refer to the total cost and expenses incurred by the Association (as hereinafter provided) for the administration, maintenance, operation, safety, repair, and replacement (including a capital reserve for repair, maintenance, and replacement) of the Common Areas and Facilities, (including those portions which are herein defined as Limited Common Areas and Facilities) as well as any other expense incurred by the Association pursuant to the fulfillment of its obligations and purposes as stated herein and labeled as Common Expenses. Common Expenses are additionally intended to mean and refer to any expense incurred by the Association as shall be hereinafter agreed upon by the Association of Unit Owners as common expenses of the Association.

J. "Common Surplus" shall mean and refer to the balance of all revenues of the Association remaining after the deduction of the Common Expenses. Any such Common Surplus shall be used to reduce the assessments for members for the following fiscal year of the Association, based upon the proposed budget of the Association for the following fiscal year, subject however, to the terms of paragraph 8, hereinafter set forth.

K. "Condominium" shall mean and refer to the entire proposed development consisting of all the real property and the Buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith, which are intended to be submitted to the provisions of the Act by this Declaration, and the supplements and amendments hereto, as are provided hereinbelow.

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L. "Declarant" shall mean and refer to Glenn W. Hodges and wife, Robbie B. Hodges, their heirs and assigns.

M. "Declaration" or "Declaration of Condominium" shall mean and refer to this instrument as it may from time to time be lawfully amended or supplemented.

N. "Majority" or "Majority of Unit Owners" shall mean and refer to the owners of fifty-one (51%) per cent of the aggregate interest in the Common Areas and Facilities, as established by this Declaration, assembled at a duly called meeting of the Unit Owners.

O. "Person" shall mean and refer to an individual, corporation, partnership, association, trustee, or other legal entity.

P. "Unit Owner" or "Unit Owners" shall mean and refer to the Persons who own a Condominium Unit.

Q. "Real Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto.

R. "Unit" or "Condominium Unit" shall mean and refer to any one those twelve subdivisions of enclosed space within the Buildings, together with any additional areas, spaces and equipment accompanying the same as defined below, and which are intended to or will be sold as twelve units pursuant to the Act and this Declaration. The deed for any particular Unit should convey such Unit by its unit designation and the same shall be deemed to include all that is defined as a part of that Unit in this Declaration, as well as the privileges and appurtenances accompanying any such Unit. Such conveyance shall be deemed subject to the covenants, conditions, and restrictions and obligations applicable to Unit Owners as set forth in this Declaration.

The twelve units of the Buildings are and will be identified by their unit designations, which are Units 1 through 12, inclusive. These Units and their designations are shown upon the plans of the Buildings attached hereto as Exhibit "C", which also shows graphically all particulars of the Buildings and their twelve units, including but not limited to, the layout, location, ceilings, and floor elevations, dimensions of the Units, and the area and location of the Common Areas and Facilities, and those portions of the Common Areas and Facilities which are herein defined as Limited Common Areas and Facilities. Reference is hereby made to said plans and specifications for the purpose of identifying and locating each Unit within the buildings, as well as identifying its dimensions, approximate areas, and number of rooms. No Unit bears the same designation as any other. Any conflict between said plans and this definition shall be resolved by reference to the said plans, which shall control.

All Units, including any accessory spaces and areas, are bounded both as to horizontal and vertical boundaries by the interior finished surface of the Unit's perimeter walls, ceilings, and floors, all of which are shown on said plans, subject to the easement reserved hereinbelow for such encroachments as are contained in the Buildings, whether the same now exist or may be caused or created by existing construction, settlement, or movement of the Buildings, or by permissible repairs, construction, or alteration.

All Units shall be substantially the same in design, construction, and material. Each of the twelve units is wholly contained within the Buildings.

Each Unit is identical in size and contains approximately 1,000 square feet of heated space.

Each Unit is hereby defined also to include:

1. All non-load bearing partition walls located entirely within the Unit.
2. All materials, including but not limited to, carpet, paint, wall paper, and vinyl attached to, or on, the interior finished surfaces of the perimeter walls, floors, and ceilings of the Unit; and all doors, windows, window frames, window panes, window screens. Each ground or first floor Unit includes the door opening from the Unit into the ground or first floor entrance hall, including both surfaces and the locks, knobs and fastenings of the door. However, such Unit includes only the finished interior surface within the Unit of the door frame and wall surrounding such door, and the remainder of the door frame and the fire wall in which it is situated are Common Areas and Facilities.
3. All air and heat handling and compressor units, ducts, and components, and all water, power, telephone, television and cable television, electricity, plumbing, gas or sewage lines, if any, located within the Unit; provided, however, that the portion of said lines located within a common compartment for, or installation of, such lines shall be Common Areas and Facilities.
4. The accessory area for each Unit located on the outside of the Buildings, measuring three feet by three feet as shown on the plans of the Buildings attached as Exhibit "C", and the heating and cooling compressors and equipment located thereon, and the cables, wires, conduits, and ducts connecting such equipment to each Unit.
5. Each Unit which is located on a second or upstairs floor of a Building includes the stairs and stairwell leading from the ground floor to the second floor, and the landing or upper entrance hall located on the second floor at the top of said stairs.
6. Each Unit which is located on a second or upstairs floor of a Building includes the attic access doorway shown on the plans of the Buildings attached hereto as Exhibit "C", the heating and cooling equipment and ductwork, the cables, wiring, and conduits associated with said equipment, located in such attic, and the interior space in the attic. No roof trusses, the nor any other portion of the Building located above the finished interior surface of the second floor ceiling shall be part of such Unit.

Each Unit is hereby defined to exclude all pipes, ducts, wires, conduits, and other facilities for the furnishing of utility services and other services to the Units up to and including the point of entry of such pipes, ducts, wires, conduits and other facilities through the floors, walls and

ceilings of the Units (except for the heating and cooling equipment and ductwork located in the attics, and the exterior heating and cooling equipment, located on the exterior accessory area for each Unit, and the connecting pipes, cables, tubing, wiring and ductwork for such equipment, as set forth above). All such pipes, ducts, wires, conduits, and other such facilities are defined as part of the Unit at and from their point of entry into the Unit.

The definition stated above for a "Unit" is complete and all other aspects of the Condominium not hereinabove defined as a part of the Units is hereby defined as a part of the Common Area and Facilities.

The specifics, such as style, construction, materials, and finishes of the Building and the Units are best described in the plans of the Building which are attached as, and referred to in, Exhibit "C", attached hereto and made a part hereof. If there is a conflict between the plans and specifications attached as, and referred to in, Exhibit "C" and the written descriptions contained in this Declaration, the plans and specifications attached as, and referred to in, Exhibit "C" shall control.

3. Plan of Development and Scope of Declaration. The name by which the Condominium shall be henceforth know is DOWNEY BRANCH OFFICE CONDOMINIUMS. The Declarant have caused the Buildings to be constructed upon the Real Property, as well as the Common Areas and Facilities. The Units, together with their privileges and appurtenances, shall be offered for sale by the Declarant as Condominium Units, pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, subject to the covenants, conditions, restrictions, and obligations of this Declaration, the articles of

incorporation of the Association, and the duly adopted By-Laws of the Association, and the rules and regulations duly adopted by the Association.

The Declarant, by this Declaration, submit only the real property described on Exhibit "A", attached hereto, together with the improvements thereon, to the Act, and hereafter this submission shall be referred to as DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1. Nevertheless, the Declarant hereby reserve to themselves the exclusive right and option, but not the 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 "B", attached hereto and made a part hereof by reference, in one or more additional phases of DOWNEY BRANCH OFFICE CONDOMINIUMS 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 the real 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 DOWNEY BRANCH OFFICE CONDOMINIUMS, 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 3; and

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

C. In the event the Declarant adds to the real property subject to this Declaration all of the real property described in Exhibit "B" attached hereto, the Declarant covenants and agrees that no more than twelve Units will be added to the twelve Units in DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, for a total of twenty four Units; and

D. The Declarant covenant and agree that all Buildings containing Units built upon the real property which may be subjected to this Declaration under this paragraph 3 shall be not more than two stories in height above ground level and shall be constructed with materials like or substantially similar to those used in DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1; and

E. It is understood and declared that the undivided fractional or percentage interest owned by each Unit Owner in DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, in the Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, is as stated in paragraph 4 hereunder. However, it is further declared that in the event the Declarant, pursuant to the provisions of this paragraph 3, add to or expand the property, and therefore the number of Units, Unit Owners, and Common Areas and Facilities subject to this Declaration and the jurisdiction of the Association, then consequently the fractional or percentage interest owned by each Unit Owner of Units in DOWNEY BRANCH OFFICE CONDOMINIUMS, all phases, in the expanded Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, all phases, shall necessarily have to change from that as established in paragraph 4 hereunder. It is further understood that the Act provides that the fractional or percentage undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in any Declaration shall have a permanent character and shall not be altered except with the unanimous consent of all Unit Owners expressed in an amended declaration duly recorded. Therefore, in the event the Declarant add to or expand the property subject to this Declaration, pursuant to this paragraph 3, every Unit Owner

of Units in DOWNEY BRANCH OFFICE CONDOMINIUMS, any phase, by the acceptance of the deed for his Unit shall be deemed to specifically have agreed for himself, his heirs, devisees, successors, and/or assigns that the Declarant shall have the right and power, as attorney-in-fact for every Unit Owner, to establish the undivided fractional or percentage interest of each such Unit Owner in the expanded Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, all phases, as well as the right and power to establish undivided fractional or percentage interests in the expanded Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, all phases, to be appurtenant to additional Units of DOWNEY BRANCH OFFICE CONDOMINIUMS, and therefore, (1) the liability of each Unit Owner for Common Expenses, not specifically assessed, (2) the interest of each Unit Owner in any Common Surplus, and (3) the voting rights in the Association of each Unit Owner, which such undivided fractional or percentage interests shall be stated in any supplement to this Declaration required to be executed and recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in order to expand or add to the property subject to this Declaration as is provided for hereinabove. It is hereby declared and agreed that the Declarant shall establish said undivided interests without prior consultation with or consent of any Unit Owner of any Unit in DOWNEY BRANCH OFFICE CONDOMINIUMS, any phase; and, that the Declarant covenant and agree to establish such undivided fractional or percentage interests for all Units at such times as may be necessary pursuant to this paragraph 3 in the proportions that the then fair market value of each Unit, new and existing, as shall be determined solely by the Declarant, bears to the then aggregate fair market value of all Units on the date of the supplemental declaration or declarations. In determining such fair market value for any additional Unit added to or made subject to this Declaration, Declarant may use the offering or purchase price of such Unit or the fair market value as established by an independent appraiser. In determining the fair market value of Units previously subjected to this Declaration, the Declarant may use the value as then established for ad valorem tax purposes by the appropriate authorities or the value established by an independent appraiser.

F. Nothing herein shall be deemed to limit or alter the Declarants' right, hereby reserved, to vary the internal layout, size, or configurations of any Units hereafter constructed, so long as the Declarant substantially conforms with the provisions of this paragraph 3.

4. Nature and Incidents of Unit Ownership.

A. Each Unit shall be conveyed and treated as an individual real property capable of independent use and fee simple ownership, and each Unit Owner shall also own, as an appurtenance to the ownership of each said Unit, an undivided interest in the Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, and future phases, if any. The undivided interest in the Common Areas and Facilities of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, appurtenant to each of the twelve Units is hereby established as eight and one-third (8 1/3%) per cent each.

The proportional interest in the Common Areas and Facilities that is appurtenant to each Unit has been determined in a manner consistent with the Act.

B. No Unit may be divided or subdivided into a smaller unit or units than as shown on Exhibit "C" hereto, nor shall any Unit or portion thereof be added to or incorporated into any other Unit unless written approval is first obtained from the Board of Directors of the Association as provided in paragraph 5 hereof. The undivided interest in the Common Areas and Facilities

declared to be an appurtenance to each Unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Unit, and the undivided interest in Common Areas and Facilities appurtenant to each Unit shall be deemed conveyed, devised, encumbered, or otherwise included with the Unit, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Unit. Any conveyance, mortgage, or other instrument which purports to grant any right, interest, or lien in, to or upon a Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit and its appurtenant undivided interest in Common Areas and Facilities, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit, which describes said Unit by the letter/numerical designation assigned thereto in Exhibit "C", without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Areas and Facilities. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the Common Areas and Facilities by more than one Person as tenants in common, joint tenants, tenancy for life or for years, or as tenants by the entirety.

C. The Common Areas and Facilities shall be, and the same are hereby declared to be subject to a perpetual nonexclusive easement in favor of all the Unit Owners of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the use of said Unit Owners. Notwithstanding anything above provided in this paragraph 4, the Association shall have the exclusive right to establish the rules and regulations pursuant to which any Unit Owner, his tenants, guests, and invitees, may be entitled to use the Common Areas and Facilities, including the right to make permanent and temporary assignment of parking spaces, and to establish regulations concerning the use thereof.

D. Recognizing that the proper use of a Unit by an Owner or Owners is dependent upon the use of the Common Areas and Facilities in common with the Owners of all other Units, and that it is in the interest of all Owners that the ownership of the Common Areas and Facilities be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Areas and Facilities appurtenant to each Unit shall remain undivided and no Unit Owner shall bring or have any right to bring any action for partition or division of the Common Areas and Facilities.

5. Use Restrictions.

A. No portion of any Unit shall be used except for office purposes and for purposes incidental or accessory thereto.

B. No immoral, improper, offensive, or unlawful use shall be made of any Unit or of the Common Areas and Facilities, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the Unit shall be observed. No owner of any Unit shall permit or suffer anything to be done or kept in his Unit, or on the Common Areas and Facilities, which will increase the rate of insurance on the Unit, or Common Areas and Facilities, or which will obstruct or interfere with the rights of other occupants of the other Units or annoy them by unreasonable noises, nor shall any Owner undertake any use or practice which shall create and constitute a nuisance to any other Owner of a Unit, or which interferes with the peaceful possession and proper use of any other Unit or the Common Areas and Facilities.

C. The use of the Common Areas and Facilities, by any Unit Owner, and any other party authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association.

D. No Unit Owner shall permit any structural modification or alteration to be made to his Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger a Building in part or in its entirety. No owner shall cause any improvements or changes to be made on the exterior of the Condominium or to the exterior surface of the door leading from a ground or first floor Unit to the ground or first floor entrance hall (including but not limited to painting or other decoration, or the installation of electrical wiring, television, or radio antennas or any other objects, machines, or air conditioning units which may protrude through the walls or roof of the Buildings) or in any manner alter the appearance of the exterior portion of the Buildings without the written consent of the Association being first had and obtained. No Unit Owner shall cause any object to be fixed to the Common Areas and Facilities (including but not limited to the location or construction of fences and the planting or growing of flowers, trees, shrubs, or any other vegetation) or in any manner change the appearance of the Common Areas and Facilities or Limited Common Areas and Facilities without the written consent of the Association being first had and obtained.

E. No signs of whatever nature and no window displays of whatever kind may be visible from the exterior of the Buildings, or in any ground or first floor hallways or entranceways, except as may be specifically approved in writing by the Association. The Association, with the approval of a majority of the Owners, may erect a common sign or signs, and may allow or permit the maintenance of signs on the exterior of the Condominium, upon conditions approved or established by it.

F. So long as the Declarant shall retain ownership of any Units, they may utilize any such Unit or Units for sales offices, models or other usage for the purpose of selling Units in the Condominium (including selling Units in additional phases of the Condominium). The Declarant may assign this limited usage right to any other Person as they may choose; provided, however, that when all Units have been sold, this right of usage by the Declarant and their assignees shall immediately cease.

G. No animals, domesticated or otherwise, shall be kept or housed in any Unit or in the Common Areas and Facilities, without the prior written consent of the Association.

H. No Unit Owner of a second floor Unit shall place any barrier, obstruction, or doorway visible from the first floor entrance hall, in the stairway leading from the first floor to the second floor, which stairway is a part of his Unit.

I. The use of the Units, Buildings, Common Areas and Facilities, and of the Condominium may be further restricted under the By-Laws and Rules and Regulations of the Association, as adopted and amended from time to time.

6. EASEMENTS. In addition to easements and rights established and/or reserved elsewhere in this Declaration, the following easements and rights are hereby established as covenants and burdens running with the Real Property and the improvements thereon:

A. In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, if any, shall have the right to enter such Unit for the purpose of

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remedying or abating the cause of such emergency, and such right of entry shall be immediate.

B. Each Unit Owner shall have an easement in common with the other Owners of all Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Areas and Facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Areas and Facilities located in such Unit and serving other Units. The Board of Directors of the Association or their designee shall have the right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the common facilities contained therein or elsewhere in the Buildings.

C. The initial and subsequent Boards of Directors of the Association may grant or assume easements, leases, or licenses for utility purposes for the benefit of the Condominium, including the right to install, lay, maintain, repair, and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits and wires over, under, along and on any portion of the Units and/or Common Areas and Facilities; and, each Unit Owner hereby grants to the Board of Directors of the Association, or its designee, the irrevocable power of attorney to execute, acknowledge, and record for or in the name of the Association or each Unit Owner such instruments as may be necessary to effectuate the foregoing.

D. Ingress and egress is reserved for pedestrian traffic over, through and across the sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Areas and Facilities; and, for vehicular traffic over, through, and across such portions of the Common Areas and Facilities as from time to time may be paved and intended for such purposes, for all Unit Owners in all phases of DOWNEY BRANCH OFFICE CONDOMINIUMS, their guests, invitees, lessees, the Association, and the Declarant.

E. The Declarant hereby reserve unto themselves the right to grant easements over any of the Common Areas and Facilities of this phase of DOWNEY BRANCH OFFICE CONDOMINIUMS, to be used by, for, or in connection with any other phases of DOWNEY BRANCH OFFICE CONDOMINIUMS, which may be hereafter erected on the real property described in Exhibit "B", pursuant to this Declaration, as may become necessary for the purpose of the Declarant, their grantees, lessees, heirs, devisees, and assigns servicing such adjacent phases with utility services, drainage, and easements for ingress, egress, and regress.

F. In the event any Unit shall encroach upon any of the Common Areas and Facilities, or any other Unit or Units, for any reason not caused by the purposeful or negligent act of the Unit Owner, or agents of such Owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Areas and Facilities or upon a Unit for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Areas and Facilities shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Areas and Facilities upon any Unit for so long as such encroachment shall naturally exist. If any Unit or Common Areas and Facilities shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction of such Unit and/or Common Areas and Facilities in accordance with this Declaration, there exist encroachments of portions of the Common Areas and Facilities upon any Unit, or of any Unit upon any other Units, or of any Unit upon any portion of the Common Areas and Facilities,

then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

7. The Association. To efficiently and effectively provide for the administration and maintenance of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, and future phases, if any, by the Unit Owners, the Association has been organized as a nonprofit North Carolina corporation, and its articles of incorporation, a copy of which articles are attached hereto as Exhibit "E", and are incorporated herein by reference. The Association shall administer the operation and management of DOWNEY BRANCH OFFICE CONDOMINIUMS, PHASE 1, as well as future phases, if any, and shall undertake and perform all acts and duties incident thereto in accordance with the terms of its articles of incorporation and its duly adopted By-Laws. A true copy of the original By-Laws are attached hereto as Exhibit "D" and expressly made a part hereof by reference.

A. Declarant Control. Until the first annual meeting of the members of the Association, the Board of Directors of the Association shall consist of those three (3) individuals named as the initial Board of Directors of the Association in its articles of incorporation, or their successors or replacements, as provided in the By-Laws. The Declarant have reserved the right to select a majority of the Directors to be elected, at the first annual meeting of the members of the Association, and at subsequent annual meetings, as set forth in paragraph 12 of this Declaration and in the By-Laws attached hereto as Exhibit "D".

B. Membership and Voting Rights. Membership and voting rights in the Association shall be as provided in article VI of its articles of incorporation, referred to above. Membership in the Association is mandatory for all Unit Owners in all phases of DOWNEY BRANCH OFFICE CONDOMINIUMS.

C. Powers. The Association shall have all powers granted to it as stated in article V of its said articles of incorporation.

D. Common Expenses. The Common Expenses of the Association shall be shared by the Unit Owners in the same proportions that the undivided interest in the Common Areas and Facilities appurtenant to each Unit bears to the total of all undivided interests in the Common Areas and Facilities appurtenant to all Units, and as an assessment against the Unit Owners and their Units as provided for hereinbelow.

E. Management and Maintenance.

(1) The Association, as a Common Expense, shall be responsible for the maintenance, repair, and replacement of all the Common Areas and Facilities, including those portions designated as Limited Common Areas and Facilities, including those portions which contribute to the support of the Buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the Common Areas and Facilities for the furnishing of utility and other services to the Units and said Common Areas and Facilities, and should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement of any Common Areas and Facilities, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair, and replacement of any item for which the Association is obligated to maintain, replace, or repair at its expense is occasioned by any act of a Unit Owner, his guests, invitees, or tenants, and such loss or damage may be covered by insurance maintained in force by the Association,

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- the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair, or replacement, except that the Unit Owner who is responsible for the act causing the damage (whether done by himself or by his guests, invitees, or tenants) shall be required to pay such portion of the cost of such maintenance, repair, or replacement as shall exceed the amount of any insurance proceeds applicable to such maintenance, repair, or replacement.
- (2) The Association shall have the right to make or cause to be made such alterations or improvements to the Common Areas and Facilities which do not prejudice the rights of the Owner of any Unit in the use of his Unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be Common Expenses to be assessed and collected from all of the Owners of Units. However, where any alterations or improvements are exclusively or substantially for the benefit of the Owner or Owners of a certain Unit or Units requesting the same, then the cost of such alterations or improvements shall be assessed against and collected solely from the Owner or Owners of the Unit or Units exclusively or substantially benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.
- (3) Management Contracts. The Association may enter into a contract with a management company or manager for the purpose of providing all or part of the elements of the operation, care supervision, maintenance, and management of the Condominium. All of the powers and duties of the Association necessary or convenient for such maintenance and management may be delegated to and vested in the manager by the Board of Directors except such as are specifically required by this Declaration, the By-Laws, or the Act to have the approval of the Board of Directors or the Association. The manager is hereby further authorized to recommend the annual budget, and upon approval thereof by the Board of Directors, make assessments for Common Expenses, and collect such assessments as provided in this Declaration and the By-Laws, subject always to the supervision and right of approval of the Board of Directors.
- (4) Unit Owners Maintenance. Every Unit Owner shall perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. The Owner of each Unit shall be liable and responsible for the maintenance, repair, and replacement as the case may be, of all air conditioning and heating equipment, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, lights, power, telephone, sewage and sanitary service to his Unit. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all walls, ceilings and floors within his Unit, including painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair

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or replacement except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The Owner or Owners Condominium Units which have the use of any Limited Common Areas and Facilities shall maintain and repair such at his own expense. If more than one Unit has the right to use such Limited Common Areas and Facilities, the Owners of such Units shall bear the cost of such maintenance and repair in proportion to their right to share such Limited Common Areas and Facilities.

All parts of a Unit shall be kept in good condition and repair by and at the expense of the Owner. The Unit shall be maintained by the Owner in a clean and safe condition, free of nuisance. Each Unit Owner will promptly comply with any requirements of the insurance underwriters of the insurance for the Common Areas and Facilities when so requested in writing by the Board or its designated agent. Any failure of an Owner to repair, maintain, or replace as be required pursuant to this Declaration, or a determination by the Board of Directors or its designated agent that such failure will endanger or impair the value of the Common Areas and Facilities or any Unit may be, upon written notice to the Owner of the nature of the required repair, maintenance, or replacement, repaired or replaced by the Association at the expense of the Unit Owner, to be collected by special assessment as provided herein and in the By-Laws. Such assessment may include the cost to the Association incurred in the abatement of any nuisance maintained by the Unit Owner therein.

P. Insurance.

- (1) Acquisition. Insurance policies upon the Condominium (except title insurance) shall be purchased by the Board of Directors of the Association in their name as Trustee for the Condominium Unit Owners, for the benefit of the Condominium Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages or deeds of trust on the Condominium 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 Condominium 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 Condominium Unit, his personal property and for his personal liability and as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation referred to above if available.
- (2) Coverage. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium Units and Common Property:

Casualty insurance covering the buildings and all improvements upon the land and all personal property included in the Common Areas and Facilities, and any additions added by amendment, except such personal property as may be owned by the Condominium Unit Owners, shall be procured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation,

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foundations, streets and parking facilities) as determined annually by the insurance company to afford such coverage. Such coverage shall afford protection against: (a) loss or damage by 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.

- (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.
- (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.
- (5) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by said Association and charged as a Common Expense.
- (6) Insurance Beneficiaries and Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Board of Directors of the Association is hereby irrevocably appointed agent for each Unit Owner and his mortgagee as their interests may appear for the purpose of compromising and settling claims arising under insurance policies purchased by the Board of Directors of the Association for the benefit of the Condominium, or any part thereof. The Board of Directors of the Association is further empowered to execute and deliver releases to the insurance carrier upon payment of claims.
- (7) Distribution of Insurance Proceeds. Proceeds of insurance policies shall be payable to the Board of Directors of the Association, as trustees for the benefit of the Unit Owners, and the Association, as follows:
 - a. Proceeds on account of damage to Common Property: in undivided shares for each Condominium Unit Owner and his mortgagee, if any, which is set forth as the Condominium Unit Owner's share as it then exists under paragraph 4, above.
 - b. Proceeds on account of damages to Condominium Units shall be held in the following undivided shares:
 - i. Partial destruction when the Condominium is to be restored: for the Owners of damaged Condominium Units in proportion to the costs of repairing the damage suffered by each damaged Condominium Unit;
 - ii. Total destruction of the Condominium or where the Condominium is not to be restored; for all Condominium Unit Owners and their mortgagees,

the share of each being set forth in paragraph 4 above.

iii. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held for the mortgagee and the Condominium Unit Owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

iv. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Condominium Unit Owners in the following manner:

(a) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining from the share allocated to a particular Unit, as set forth above, after defraying the costs of repair or reconstruction of such Unit shall be distributed as surplus to the Owner of the damaged Unit, all remittances to Condominium Unit Owners and their mortgagees being payable jointly to them.

(b) If it is determined as provided hereinbelow that the damage for which the proceeds are paid shall not be reconstructed or repaired, the shares of such proceeds allocated to each Unit as above set forth shall be distributed to the Owner of each Unit, remittances to Condominium Unit Owners and their mortgagees being payable jointly to them.

G. Damage and Destruction.

I. Determination to Reconstruct or Repair. If any part of the Common Property and Facilities shall be damaged by casualty, the determination of whether or not to reconstruct or repair it shall be made as follows:

(a) Common Areas and Facilities. If the damaged improvements are Common Areas and Facilities (including those portions designated as Limited Common Areas and Facilities, the damaged property shall be reconstructed or repaired, unless it is determined in the manner provided elsewhere that the Condominium shall be terminated.

(b) Units.

i. Partial Destruction. If the damaged improvement is a Unit, or part of a Unit, and if termination as provided in subparagraph ii below does not take place, the damaged property shall be reconstructed and repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

ii. Total Destruction. If more than two-thirds of the Units are destroyed and the Owners of three-fourths of the Units in the entire

Condominium 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.

- (2) Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Buildings, portions of which are attached hereto as Exhibits; 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 as to his own Unit), which approvals shall not be unreasonably withheld.
- (3) Responsibility. If the damage is to part or parts of one or more Condominium Units then the Condominium 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 Condominium 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 Condominium Unit.
- (4) Estimate of Costs. Immediately after a 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.
- (5) 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 Owners' shares in the Common Areas and Facilities.

H. Association to Maintain Register of Owners and Mortgagees. The Association shall maintain a Register setting forth the names of the Owners of all of the Condominium Units. In the event of the sale or transfer of any Condominium Unit to a third party, the transferee shall notify the Association in writing of his interest in such Condominium Unit, together with the recording information necessary to identify the instrument by which the transferee has acquired his interest. The Owner of each Condominium Unit shall also notify the Association of the parties holding any mortgage or deed of trust on any Condominium Unit, the amount of such mortgage and the recording information necessary to identify the mortgage or deed of trust. The holder of any mortgage or deed of trust upon any Condominium Unit may notify the Association of the existence of any mortgage or deed of trust and the Association shall register in its records all pertinent information relating thereto.

I. Assessments: Liability, Lien and Enforcement: The Association is given the authority to administer the operation and management of the Condominium as being in the best interest of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association

will incur for the mutual benefit of all of the Owners of Condominium units, costs and expenses (the "Common Expenses"). To provide the funds necessary for such property operation, management and capital improvement, the Association has been granted the right to make, levy and collect assessments against the Unit Owners and their Condominium Units. In furtherance thereof, the following provisions shall be operative and binding upon the Owners of all Condominium Units:

- (1) All assessments levied against the Unit Owners and their Condominium Units shall be uniform and, unless specifically otherwise provided for herein, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Areas and Facilities appurtenant to each Condominium Unit bears to the total undivided interest in Common Areas and Facilities appurtenant to all Condominium Units. Should the Association be the Owner of a Condominium Unit or Units, the assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Unit or Units by the Association, shall be apportioned and assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interests in Common Areas and Facilities, exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.
- (2) Assessments provided for herein shall be payable in monthly installments, or in such other manner as the Board of Directors of the Association shall determine. Such assessments shall commence for each Unit in a completed Building on the first day of the first month following recordation of the deed from the Declarant to the first Unit Owner in said Building.
- (3) The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year (which shall correspond to the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first Condominium Unit). Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The Board of Directors shall keep separate, in accordance with paragraph 4 hereof, items relating to operation and maintenance from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies shall be delivered to each Owner of a Condominium Unit and the assessment for said year shall be established based upon such budget, although the non-delivery of a copy of it to each Owner shall not affect the liability of any Owner for such assessment. A majority of the Owners must approve an increase in the yearly assessment if the increase exceeds the previous year's assessment by more than ten (10) per cent.
- (4) The Board of Directors of the Association, in establishing the Annual Budget for operation, management and maintenance of the Condominium, shall designate a sum to be collected and maintained as a reserve fund for replacement of and for

capital improvements to the Common Areas and Facilities (herein "Capital Improvement Fund") which shall be for the purpose of enabling the Association to replace a part of the Common Property, and the replacement of personal property constituting a portion of the Common Property held for the joint use and benefit of the Owners of Condominium Units. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Areas and Facilities. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and shall be used only to make capital replacements or capital improvements to Common Areas and Facilities. Any interest earned on the Capital Improvement Fund may be expended for current operation and maintenance.

5. All funds collected by the Association shall be treated as the separate property of the Association, and such funds may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by this Declaration, the Articles of Incorporation and the By-Laws of the Association. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Areas and Facilities, shall be held for the benefit of the Unit Owners, no Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Condominium Unit. When the Owner of a Condominium Unit shall cease to be a member of the Association, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all funds which any Owner has paid to the Association shall constitute an asset of the Association which may be used in the operation and management of the Condominium.
- (6) The payment of any assessment or installment thereof shall be in default if such assessment or installment is not paid to the Association within thirty (30) days of its due date. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at eight (8%) percent per annum from the thirtieth day after the same was due until paid in full to the Association. If an attorney is employed to collect such delinquent assessment, then reasonable attorney's fees and all costs of collection shall be added thereto.
- (7) The Owner or Owners of each Condominium Unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, which may be levied by the Association against such Condominium Unit while such party or parties are Owner or Owners of a Condominium Unit. In the event that any Unit Owner or Owners are in default in payment of any assessment or installment owed to the Association, such Unit Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not.
- (8) No Owner of a Condominium Unit may exempt himself from liability for any assessment levied against him or his Condominium Unit by waiver of the use or enjoyment of any of

the Common Property, or by abandonment of the Condominium Unit or in any other way.

- (9) Recognizing that proper operation and management of the Condominium requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Condominium Units, and that the payment of such common expenses represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of each Unit Owner, the Association is hereby granted a lien upon each Condominium Unit and its appurtenant undivided interest in Common Areas and Facilities which lien shall secure the funds due for all assessments now or hereafter levied against the Owner of each Condominium Unit, which lien shall also secure all interest, costs and expenses, including reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Condominium Unit. The lien granted to the Association may be foreclosed in the same manner that real estate deeds of trust and mortgages may be foreclosed in the State of North Carolina, and in any suit for the foreclosure of said lien, the Association shall be entitled to possession of and reasonable rental from any Condominium Unit from the thirtieth day after the date on which the payment of any assessment or installment thereof became due, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, deeds of trust, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, including interest at eight (8%) percent on any such advances so made. All persons, who shall acquire any interest in the ownership of any Condominium Unit, or who may be given or acquire a mortgage, deed of trust, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Unit expressly subject to such lien rights.

- (10) The lien herein granted to the Association shall be enforceable from the time of recording a claim of lien in the office of the Clerk of Superior Court of New Hanover County, or in the office of the Register of Deeds of New Hanover County, North Carolina, which claim shall state the description of the Condominium Unit encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien shall be recordable any time after default and the lien shall continue in effect until all sums secured by said lien shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon. It shall be signed by an officer, agent or attorney of the Association. Upon full payment of all sums secured by such claim of lien, it shall be satisfied of record.

The lien provided for herein shall be subordinated to the lien of any first mortgage or first deed of trust on a Unit. Any person, firm or corporation acquiring title to any Condominium Unit and its appurtenant undivided interest in Common Areas and Facilities by any foreclosure, deed in lieu of foreclosure, or judicial sale, pursuant to such first mortgage or deed of trust, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said Condominium Unit and its appurtenant undivided interest in Common Areas and Facilities subsequent

to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Condominium Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment for which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Condominium Units as a part of the Common Expense, although nothing herein contained shall release the party liable for such delinquent assessment from the payment thereof of the enforcement of collection of such payment by means other than foreclosure.

- (11) Whenever any Condominium Unit may be leased, sold or mortgaged by the Owner thereof, the Association, upon written request of the Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by such Unit. Such statement shall be executed by an officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Owner of said Condominium Unit and such Condominium Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to the payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the Owner of any Condominium Unit who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Condominium Unit, the purchaser thereof shall be jointly and severally liable with the seller for all unpaid assessments against the seller made prior to the time of such voluntary conveyance, without prejudice to the rights of the purchaser to recover from the seller the amounts paid by purchaser therefor.

Institution of a lawsuit to attempt to collect the payment of any delinquent assessment from any person shall not be an election by the Association which shall prevent it from thereafter seeking, by foreclosure action, enforcement of the collection of any sums remaining owing to it, nor shall proceeding by foreclosure to attempt such collection be deemed to be an election precluding the institution of a suit at law against any person who may be liable for the same to collect any sum then remaining owing to Association.

I. **COMMON SURPLUS:** All Common Surplus shall be owned by the Owners of all Condominium Units in the same proportion that the undivided interest in Common Property appurtenant to each Owner's Condominium Unit bears to the total of all undivided interests in Common Property appurtenant to all Condominium Units; provided, however, that said Common Surplus shall be held by the Association in the manner, and subject to the terms, provisions and conditions of this Declaration, imposing certain limitations and restrictions upon the use and distribution thereof. Except for distribution of any insurance proceeds as herein provided, or upon termination of the Condominium, any attribution or distribution of Common Surplus which may be made from time to time shall be made to the then Owners of Condominium

Units in accordance with their percentage interest in the Common Property as declared herein.

8. Termination. The Condominium shall be terminated, if at all, in the following manner:

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

B. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed after casualty, the Condominium plan of ownership shall be terminated and the Declaration of Condominium 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 New Hanover County, North Carolina.

C. After termination of the Condominium, the Condominium Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Condominium Unit or Units formerly owned by such Condominium Unit Owners shall have mortgages and liens upon the respective undivided shares of the Condominium Unit Owners. 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, if any, shall be held for the Unit Owners in the same proportion. The costs incurred by the Association in connection with the termination shall be a Common Expense.

D. Following termination, the Property may be partitioned and sold upon the application of any Condominium Unit Owner. Following a termination, if the Board of Directors determines by not less than a three-fourths (3/4) vote to accept an offer for the sale of the Property, each Condominium Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such form as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

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

9. Amendment of Declaration of Condominium: Other than as provided in paragraph 3 above, this Declaration of Condominium may be amended in the following manner:

A. Declarant shall have the right to amend this Declaration at any time prior to January 1, 1989, without the further consent of the Unit Owners or any holder, trustee, or beneficiary of a mortgage, deed of trust, or other lien upon a Condominium Unit. No amendment made by the Declarant in accordance with this paragraph shall divest an Unit Owner of any portion of his Unit

without the consent of such Owner and no such amendment shall materially alter the plan of development set forth herein without the consent of all Unit Owners affected thereby. Each Unit Owner and each holder, trustee, or beneficiary of a mortgage, deed of trust, or other lien upon a Condominium Unit, shall further be deemed by the Owner's acceptance of a deed to a Condominium Unit to have appointed the Declarant their attorney-in-fact to give, execute and record the consent of said Owner and said holder, trustee, or beneficiary of a mortgage, deed of trust, or other lien upon a Condominium Unit, to any and all amendments to this Declaration which Declarant may wish to execute pursuant to the powers herein reserved.

B. In addition to amendment pursuant to subparagraph A, and pursuant to paragraph 3, an amendment to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Condominium Units, whether meeting as members or by instrument in writing signed by them. Upon any Amendment to this Declaration being proposed by the Board of Directors, such proposed Amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment. It shall be the duty of the Secretary to give to each member written notice of such Special Meeting, stating the time and place, and reciting the proposed Amendment in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the Amendment proposed must be approved by an affirmative vote of the Owners of seventy-five (75%) percent of the Units in the Condominium in order for such Amendment to become effective. Thereupon such Amendment of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original or an executed copy of such Amendment so certified and executed with the same formalities as a deed, shall be recorded in the office of the Register of Deeds of New Hanover County within ten (10) days from the date on which the same became effective. At any meeting held to consider such Amendment, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting nor represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting or at such meeting.

C. Except as provided in paragraph 3, above, no alteration in the percentage of ownership in Common Areas and Facilities appurtenant to each Condominium Unit, or alteration of the basis for sharing the Common Expense and other apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, or alteration of basis of ownership of Common Surplus, or alteration of voting rights in the Association, shall be made without the prior written consent of all of the Owners of all Condominium Units and all of the Lenders holding first mortgages or first deeds of trust on the Condominium Units, subject to and except for the provisions for adding additional phases pursuant to subparagraph A above.

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D. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of a holder of a mortgage or deed of trust shall be made without prior written consent of all parties holding mortgages or deeds of trust on Condominium Units being first had and obtained.

E. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Declarant shall be made without the written consent of said parties being first had and obtained.

10. Remedies in Event of Default: The Owner or Owners of each Condominium Unit shall be governed by and shall comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time. A default in such compliance by the Owner of any Condominium Unit shall entitle the Association or the Owners of other Condominium Units to the following relief:

A. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation, or By-Laws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or by a Unit Owner who is damaged, harmed, or in imminent danger of damage or harm thereby.

B. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Condominium Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

D. The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by this declaration or the other abovementioned documents shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to the Association or the Owner or Owners of a Condominium Unit pursuant to any terms, provisions, covenants or conditions of this Declaration or the other abovementioned documents, shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

F. The failure of the Declarant to enforce any right, privilege, covenant or condition which may be granted to them by this Declaration or the other abovementioned documents shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.

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G. The failure of a holder of a mortgage or deed of trust to enforce any right, provision, privilege, covenant or condition which may be granted to it or them by this Declaration or the other abovementioned documents, shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant or condition in the future.

11. Rights Reserved unto Holders of Mortgages and Deeds of Trust. As long as any holder of a mortgage or deed of trust (the holder of a deed of trust being deemed to be either the trustee, and substitute trustee, or any holder or holders of the notes secured by the deed of trust) shall hold any mortgage or deed of trust upon any Condominium Unit or Units, or shall be the Owner of any Condominium Unit or Units, such holder shall have the following rights:

A. To examine, upon request and at reasonable times and upon reasonable notice, the books and records of the Association; and to be furnished at least one copy of an annual audited financial statement and report of the Association prepared by a Certified Public Accountant designated by the Association, such Financial Statement and Report to be furnished by April 1 of each calendar year.

B. To be given written notice by the Association of the call of any meeting of the membership, which notice shall state the purpose of such meeting; and to designate a representative to attend.

C. To be given written notice of default by any Owner owning a Condominium Unit encumbered by the mortgage or deed of trust held by such party, such notice to be sent to the place which it may designate in writing.

E. To be given written notice of any loss to or taking of, the common elements of the Condominium if such loss or taking exceeds \$10,000 or damage in excess of \$1,000 to the Condominium Unit upon which it holds a mortgage or deed of trust.

F. To receive written notice of any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority.

Whenever any holder of a mortgage or deed of trust desires the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein, identifying the Condominium Unit or Units upon which any such party holds any mortgage or deed of trust, or identifying any Condominium Units owned by it, together with sufficient facts to identify such mortgage or deed of trust and which notice shall designate the place to which notices are to be given by the Association to such party.

12. Right of Declarant to Representation on the Board of Directors of the Association: So long as Declarant owns twenty-five percent (25%) of the total Condominium Units in the Condominium, but in any event, no longer than January 1, 1989, Declarant shall have the right to designate and select a majority of the persons who shall serve as members of the Board of Directors of the Association.

Whenever Declarant shall be entitled to designate and select any person to serve on the Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and Declarant shall have the right to remove any person selected by them to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any

Director so removed. Any Director designated and selected by Declarant need not be a resident in the Condominium. However, Declarant shall be responsible for the payment of any assessments which may be levied by the Association against any Condominium Unit or Units owned by Declarant, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner of a Condominium Unit or Units.

13. Eminent Domain. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the Common Areas and Facilities, the award for such taking shall be payable to the Board of Directors of the Association, who shall represent the Owners named in the proceedings. Said award shall be utilized to the extent possible to repair, restore, replace, and improve the remaining Common Areas and Facilities. If more than two-thirds of all of the Common Areas and Facilities are taken, the Condominium shall be terminated as hereinbefore provided. In the event of a taking of all or part of a Unit, the award shall be made payable to the Owner of the Unit, and his mortgagee, if any, as their interests may appear.

14. Miscellaneous:

A. In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

B. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Throughout this Declaration wherever appropriate the singular shall include the plural and the masculine gender, the feminine or neuter. The Article headings are for convenience of reference only and shall not be considered terms of this Declaration.

C. The restrictions and burdens imposed by the covenants of this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Condominium Unit and its appurtenant undivided interest in Common Property. This Declaration shall be binding upon Declarant, their heirs and assigns, and upon all parties who may subsequently become Owners of Condominium Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

D. The following named individual is designated at the person to receive service of process for the Association:

Glenn W. Hodges
3911 Wrightsville Avenue
Wilmington, N. C. 28403

E. Whenever the context of this Declaration, or context the By-Laws attached hereto, so permits or requires, use of the plural shall include the singular, and use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant have hereunto set their hands and seals, this the 2nd day of October, 1984.

Glenn W. Hodges (SEAL)
Glenn W. Hodges

Robbie B. Hodges (SEAL)
Robbie B. Hodges

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Robin Rene Trout, a Notary Public of _____
New Hanover County, North Carolina, do hereby certify that GLENN
W. HODGES and wife, ROBBIE B. HODGES, each personally appeared before
me this day and acknowledged the due execution of the foregoing

instrument
by hand and notarial seal, this the 2nd day of
October, 1984.



Robin Rene Trout
Notary Public

My commission expires: 2-19-89

CAROLINA SAVINGS AND LOAN ASSOCIATION, as holder of the promissory note secured by a deed of trust on the property described in Exhibit "A" hereof, and JAMES B. SWAILS, as Trustee under said deed of trust, join in the execution hereof for the purpose of subjecting the aforesaid deed of trust to the terms and provisions of this Declaration of Condominium.

CAROLINA SAVINGS AND LOAN ASSOCIATION

By M. Rose
Vice President



A. Barnes
Secretary

James B. Swails (SEAL)
James B. Swails, Trustee

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Helen S. Skipper, a Notary Public of Brunswick County, North Carolina, do hereby certify that JAMES B. SWAILS, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 3rd day of October, 1984.

Helen S. Skipper
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Charlene W. Nelson a Notary Public of Bertie County, North Carolina, certify that Patricia A. Barnes personally came before me this day and acknowledged that he (or she) is the Secretary of CAROLINA SAVINGS AND LOAN ASSOCIATION, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Deputy Vice President, sealed with its corporate seal, and attested by himself (or herself) as its Secretary.

Witness my hand and notarial seal, this the 2 day of October, 1984.

Charlene W. Nelson
Notary Public



My commission expires:
11/29/89

STATE OF NORTH CAROLINA, New Hanover County
The Foregoing Certificate(s) of Robin Rance Trout, Helen S. Skipper and Charlene W. Nelson, Notaries Public

(is/are) certified to be correct.
This 4th day of October A.D., 19 84

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

BEGINNING at a point in the Northeastern right of way line of Wrightsville Avenue (60 foot right of way), said point being located North 25 degrees 11 minutes East 30.63 feet and North 52 degrees 11 minutes West 244.45 feet from the point of intersection of the center line of Wrightsville Avenue with the center line of a culvert in Downey Branch; Running thence from said beginning point North 52 degrees 11 minutes West 252.88 feet to a point; Running thence North 37 degrees 35 minutes East 174.88 feet to a point; Running thence South 52 degrees 12 minutes East 148.77 feet to a point; Running thence South 37 degrees 48 minutes West 55.44 feet to a point; Running thence South 52 degrees 23 minutes 45 seconds East 104.49 feet to a point; Running thence South 37 degrees 40 minutes West 119.87 feet to the point of beginning. Containing 0.86 acres more or less.

EXHIBIT "B"

BEGINNING at a point in the Northeastern right of way line of Wrightsville Avenue (60 foot right of way), said point being located North 37 degrees 35 minutes East 30.0 feet from a point in the centerline of Wrightsville Avenue that is located 503.90 feet as measured Northwestwardly along the centerline of Wrightsville Avenue from the center of the culvert at Downey Branch; running thence from said beginning point North 37 degrees 35 minutes East 238.8 feet to an iron pipe, said iron pipe being located South 51 degrees 52 minutes East 210.0 feet from an old stone marked "W"; running thence South 51 degrees 52 minutes East 264.57 feet to an old iron pipe on the West side of Downey Branch, about 20 feet from the run thereof; running thence South 01 degrees 07 minutes East 56.0 feet to an old pipe; running thence South 19 degrees 11 minutes East 95.5 feet to an old pipe; running thence South 05 degrees 55 minutes West 158.93 feet to an iron pipe in the Northeastern right of way line of Wrightsville Avenue; running thence with the Northeastern right of way line of Wrightsville Avenue, North 52 degrees 11 minutes West 458.0 feet to the point of beginning; Containing 2.03 acres, more or less. The same being all of Lots 1 thru 6 as shown on map for S. G. Long dated April 1946 by Lewis L. Merritt, which map is recorded in Book 332, Page 603, of the New Hanover County Registry.

NEW HAMPSHIRE COUNTY

NORTH CARROLLA

I, JACK G. STOKES, COUNTY CLERK AND NOTARY PUBLIC, do hereby certify that the foregoing plat of a building and site located in the City of North Carroll, New Hampshire, is a true and correct copy of the original as filed in my office on this 12th day of August, 1958.



Notary Seal for William C. ...

NORTH CARROLLA

NEW HAMPSHIRE COUNTY

I, a Notary Public of the County and State aforesaid, hereby certify that the foregoing plat of a building and site located in the City of North Carroll, New Hampshire, is a true and correct copy of the original as filed in my office on this 12th day of August, 1958.



Notary Seal for William C. ...

NORTH CARROLLA

NEW HAMPSHIRE COUNTY

The foregoing certificate of William C. Stokes, Notary Public of North Carroll County, is certified to be correct, filed of record and duly recorded in my office this 12th day of August, 1958.

WILLIAM C. STOKES, REGISTER OF DEEDS

DEFINITION OF WORDS: The following are the definitions of the words used in this plat: ...

Wrightsville Avenue



JACK G. STOKES
COUNTY CLERK AND NOTARY PUBLIC
NORTH CARROLLA, N.H.

DOWNEY BRANCH OFFICE CONDOMINIUMS
PHASE I

SURVEY MAP & SITE PLAN

SCALE 1" = 50' ...

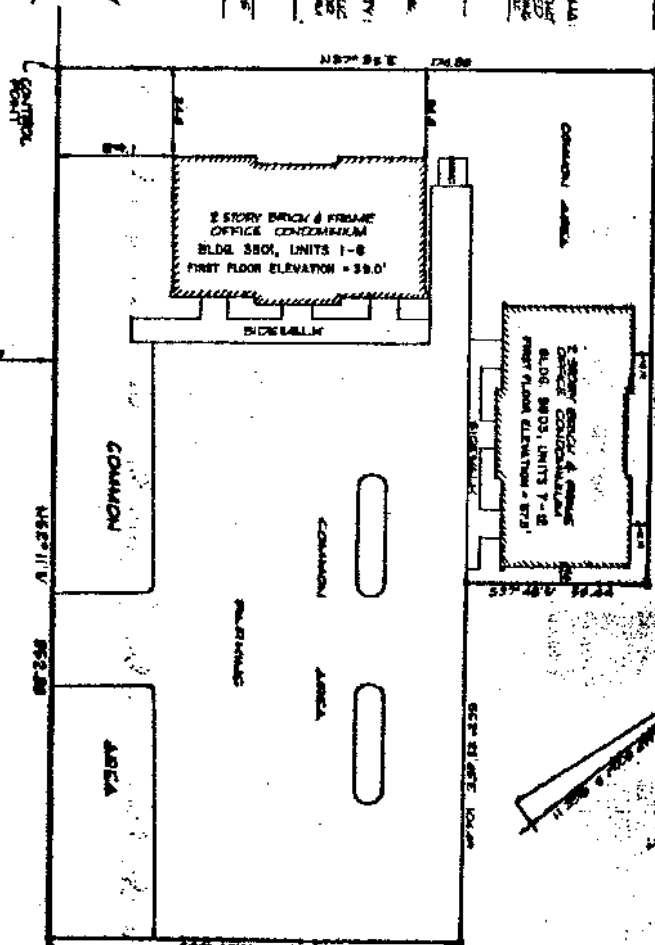
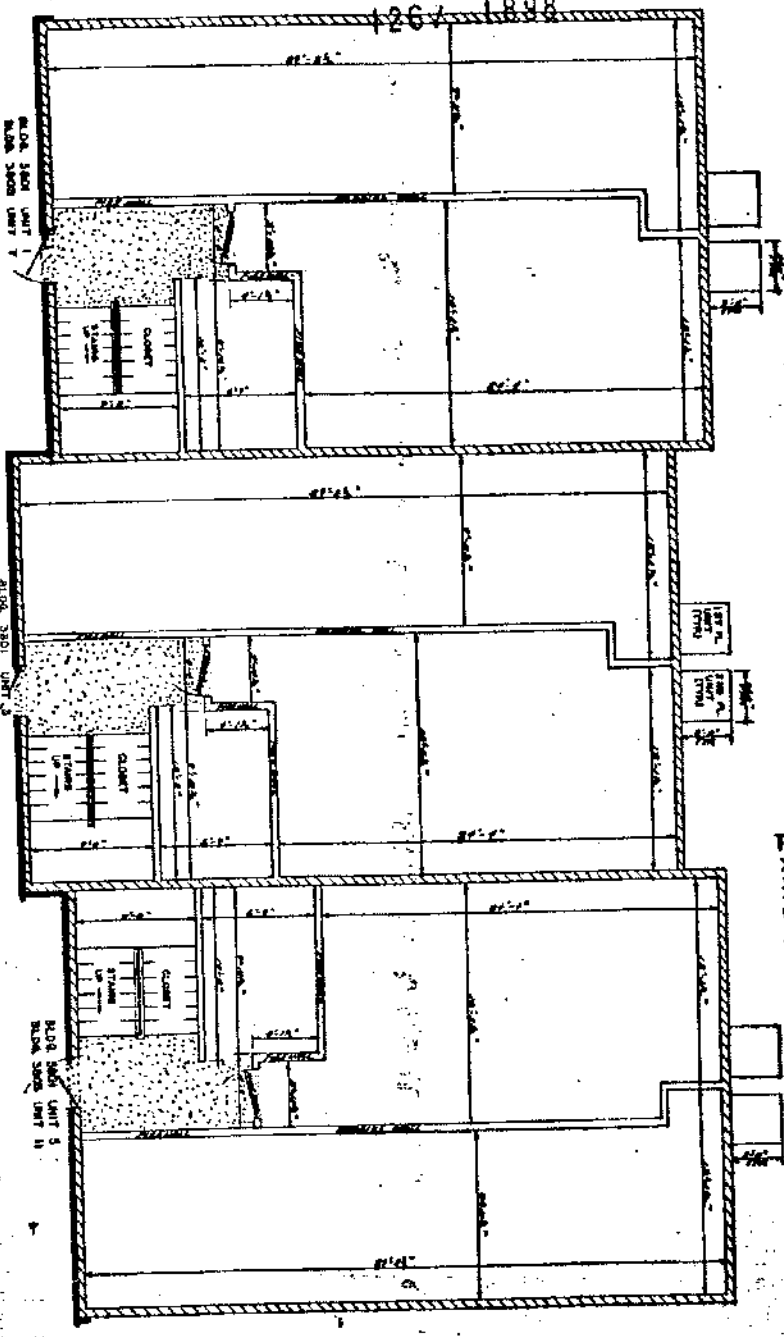


Exhibit 'C'



CERTIFICATE OF CORRECTED, RECORDED & INDEXED ...

1267 1898



FIRST FLOOR PLAN

Exhibit 'C'

LEGEND

CONCRETE AREA - [Symbol]

CASTED CONCRETE AREA - [Symbol]

FINISHED FLOOR ELEVATION - 32.0' UNIT 1, 21.0' UNIT 2, 28.0' UNIT 3

CEILING ELEVATION - 5.0' UNIT 1, 5.0' UNIT 2, 5.0' UNIT 3

NOTE: CLOSET UNDER STAIRS IS PART OF FIRST FLOOR UNIT.

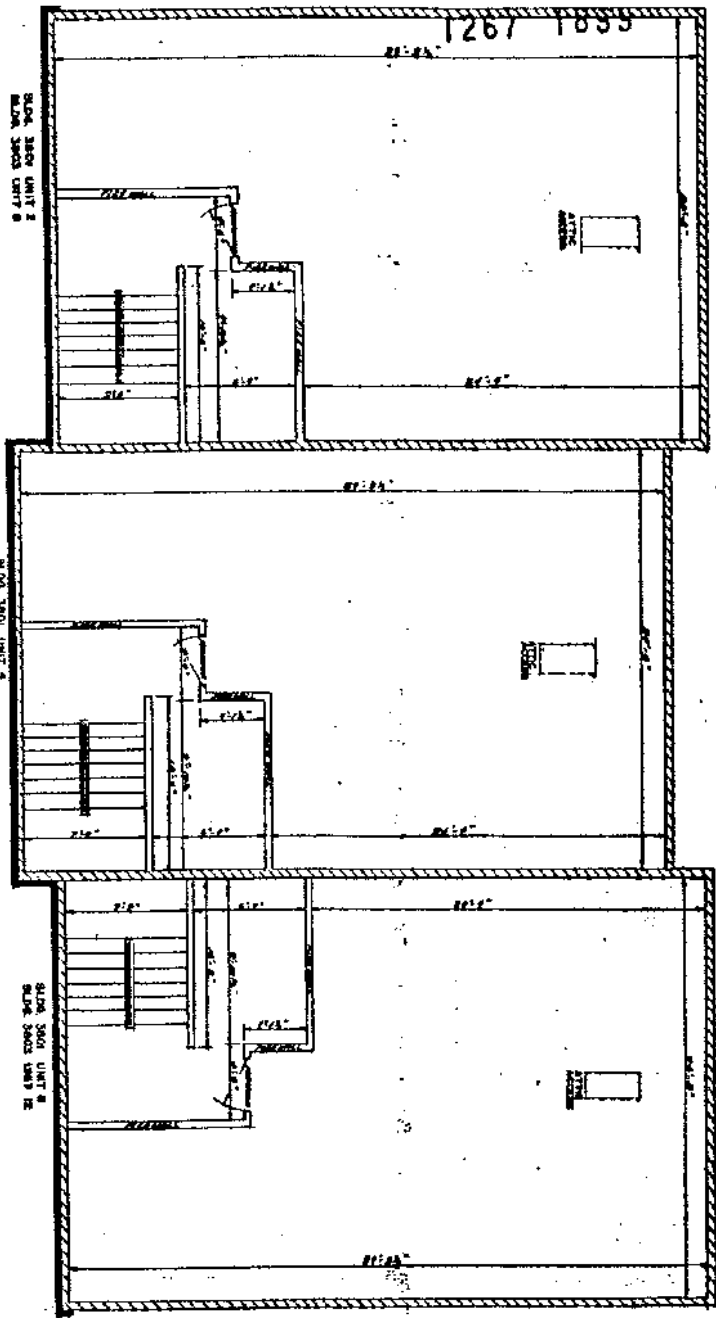
STAIRS ARE PART OF SECOND FLOOR UNIT.



ROBERT M. WILLIAMS & ASSOCIATES
 ARCHITECTS
 WILMINGTON, N.C.

DEVELOPER BY
 CLAREN HOSKINS & ASSOCIATES
 WILMINGTON, N.C.

SEPTEMBER 28, 1964 SHEET 2 OF 3



LEGEND

COMMON AREA

NOTE: ALL THE ABOVE EACH SECOND FLOOR UNIT IS A PART OF FOUR UNIT

FURNISHED FLOOR ELEVATION - 112' 0" FINISH 113' 0" UNIT 2 AND 10
CITRUS ELEVATION - 511' 0" FINISH 512' 0" UNIT 8

Exhibit 'C'



DOWNNEY BRANCH OFFICE PARK
3800 WASHINGTON N.C. AVENUE
WASHINGTON, N.C.

DESIGNED BY SLENN HOOKER
3501 WASHINGTON AVENUE
WASHINGTON, N.C.

SEPTEMBER 26, 1958 - SHEET 2 OF 3