



*Seapath Tower Wrightsville Beach, North Carolina*

# SEAPATH.INC.

## DECLARATION OF CONDOMINIUM

## AND BY-LAWS.

**DECLARATION OF CONDOMINIUM**  
**SEAPATH TOWER "A" CONDOMINIUM**

**AMENDED AS APPROVED AT THE 5/3/03 ANNUAL MEETING OF  
SEAPATH HOMEOWNERS.**

*( The amendment approved is shown as Section 16.C on Page 10.)*

**Text updated for reprinting December 3rd, 2003.**

**Following approval by the Seapath Homeowners Association, the amendments incorporated herein were recorded on 05/07/03 in Book 3778, Pages 698-701, as Amendments to the Declaration of Condominium which is recorded in Book 1003 at Page 374, et.seq., as amended by Amendments recorded in Book 1132 at Page 372, et.seq., in the office of the Register of Deeds of New Hanover County.**

INDEX

DECLARATION

<u>SECTION No.</u>	<u>SECTION TITLE</u>	<u>PAGE NUMBER</u>
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Section numbering as shown in this index is based on the numbering in the original Declaration of Condominium.

1.	DEFINITIONS	3
2.	DESCRIPTION OF PROPERTY	4
3.	DESCRIPTION OF BUILDING	4
4.	UNIT DESIGNATION AND DESCRIPTION	5
5.	COMMON AREAS AND FACILITIES	5
6.	LIMITED COMMON AREAS AND FACILITIES	6
7.	USE	7
8.	PROCESS AGENT	7
9.	MAINTENANCE	7
10.	EASEMENTS	8
11.	JOINT USE AND EASEMENTS --- DELETED	
12.	PARTITIONING	8
13.	COMMON EXPENSES, COMMON PROFITS	8
14.	TAXES	9
15.	LIENS	9
16.	NATURE OF INTEREST IN UNIT	9
17.	INSURANCE	10
18.	DAMAGE OR DESTRUCTION	10
19.	TRANSFER OF UNITS --- DELETED	
20.	MANAGEMENT AGREEMENT --- DELETED	
20A.	ALTERATION OF UNITS	11
21.	UNITS SUBJECT TO CONDOMINIUM DOCUMENTS	11
22.	AMENDMENT OF DECLARATION	11
23.	WARRANTIES --- DELETED	
24.	NON-PROFIT CORPORATION --- DELETED	
25.	INVALIDITY	12
26.	WAIVER	12
27.	LAW CONTROLLING	12



STATE OF NORTH CAROLINA )

DECLARATION OF CONDOMINIUM  
SEAPATH TOWER "A" CONDOMINIUM

COUNTY OF NEW HANOVER )

AMERICAN CLASSIC INDUSTRIES, INC., a North Carolina Corporation, hereinafter called "Declarant", being the owner in fee simple of the property hereinafter described, hereby submits said property to condominium ownership pursuant to Chapter 47A of the General Statutes of North Carolina as amended, known as the "Unit Ownership Act", and to that end does hereby publish and declare that all of the said property to be known as "Seapath Tower A Condominium" is and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS. Unless it is plainly evident from the context that a different meaning is intended, as used herein:

A. "Act" or "Unit Ownership Act" means the statutory provisions set forth in Chapter 47A of the North Carolina General Statutes under which the condominium is established.

B. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner by the Association.

C. "Association" means the entity responsible for the operation of the condominium pursuant to the Act, which entity includes all of the unit owners acting as a group in accordance with the By-Laws and Declaration.

D. "Board of Directors" or "Board" means the Board of Directors of the Association and "Director" means a member of the Board.

E. "By-Laws" means the by-laws for the government of the condominium as they exist from time to time.

F. "Common Areas and Facilities" means the portion of the condominium property owned, in undivided interest, by all of the owners, as more Specifically set forth herein.

G. "Common Expenses" include the expenses of administration, maintenance, operation, repair and replacement of the common area and facilities, and other expenses declared by the Association to be common expenses, as further defined in the Act.

H. "Common Profits" means the balance of all revenue of the Association remaining after deduction of common expenses.

I. "Condominium Documents" means this Declaration, the By-Laws, the Rules and Regulations, and all other Exhibits attached hereby and all other documents, and regulations promulgated pursuant to the authority created herein and in the Act, and as such documents shall be amended from time to time.



J. "Declaration" means this instrument as it may be from time to time amended.

J. "Limited Common Areas and Facilities" means and includes those common areas and facilities which are reserved for the use of a certain unit or units to the exclusion of other units, as more specifically defined herein.

K. "Management Firm" shall mean the company or firm responsible for the management of the condominium under a Management Agreement with the Association. The terms "Managing Agent" and "Management Agent", as used herein, shall be synonymous with the term "Management Firm" as herein defined.

L. "Property" means and includes those areas described and set forth in Exhibit A attached hereto and incorporated herein by reference.

M. "Unit" or "Condominium Unit" means a part of the property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration and as further defined in the Act. The word "apartment" if used herein is synonymous with the word "unit" as defined herein.

O. "Unit Owner" or "Owner" means a person or entity, or any combination thereof, who owns a unit.

2. DESCRIPTION OF PROPERTY. All that certain tract or parcel of land with the buildings and improvements thereon erected or to be erected, situate, lying and being in Wrightsville Beach Township, County of New Hanover, State of North Carolina, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

3. DESCRIPTION OF BUILDING. The Declarant has constructed or will construct, upon the property described in Exhibit A attached hereto, an eleven-story building with ninety-seven (97) condominium units to be used for residential and lodging accommodation purposes. A plat of survey of property by Henry von Oesen and Associates, showing the location of said building is attached hereto and made a part hereof as Exhibit "A". The building is more particularly described in the plans thereof, a copy of which plans is attached hereto as Exhibit "B" and made a part hereof, showing all particulars of the building as required by law. The ground floor has a lobby, a lounge, office space for the Association and Managing Agent. In addition, there are seven (7) condominium units on the ground floor. The other ten (10) floors will contain nine (9) condominium units each. The building is \* constructed of "Type I Fireproof" construction as defined by the North Carolina Building Code and consists principally of reinforced concrete, concrete block and masonry. The building has a gross area of approximately 135,300 square feet divided into 97 individual condominium units \* and common areas consisting of halls and walkways, elevators, trash disposal chutes, clothes dryers and washer facilities, and sun decks. In addition, the building has common outside parking areas, swimming pool, pavilion, tennis court, landscaped areas, and other appurtenances and facilities.



#### 4. UNIT DESIGNATION AND DESCRIPTION.

A. DESIGNATION: The unit designation of each unit, its location and percentage of undivided interest in the common elements and type of floor plan, is set forth in Exhibit "C" hereto attached.

B. DESCRIPTION: Each unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors which are shown on said plans, subject to such encroachments as are contained in the building, whether the same now exist or may be caused or created by construction, settlement or movement of the buildings, or by permissible repairs, construction or alteration. The floor plan of the eleven floors of the building, hereto attached as Exhibit "B" shows the location and arrangement of each of the original units. There are basically four types of original floor plans designated as Tower Suite 1,2,3 or 4, which are more particularly described as follows:

(1) A Tower Suite 1 unit shall have an approximate gross floor space area of 734 square feet and shall consist of the following rooms: a combination living-dining room, one bedroom, a kitchen and one bathroom.

(2) A Tower Suite 2 unit shall have an approximate floor space area of 1072 square feet and shall consist of the following rooms: a combination living-dining room, two bedrooms, a kitchen and two bathrooms.

(3) A Tower Suite 3 unit shall have an approximate gross floor space area of 1103 square feet and shall consist of the following rooms: a combination living-dining room, two bedrooms, a kitchen and two bathrooms.

(4) A Tower Suite 4 unit shall have an approximate gross floor space area of 1412 square feet and shall consist of the following rooms: a combination living-dining room, two bedrooms, a den, a kitchen and two bathrooms.

The immediate common area to which all units have access are the common corridors on each-of the floors. The only modification in the above types of floor are Units A101, A108 and A109 which are smaller in size than the standard units above described, containing approximately 654, 1072 and 1072 square feet, respectively.

#### 5. COMMON AREAS AND FACILITIES.

A. The common areas and facilities consist of the following:

- (1) The land submitted to condominium ownership as described in Exhibit A hereto attached.
- (2) All foundations, columns, girders, beams, supports, roofs, concrete floors, main walls, exterior walls and interior walls, except those non-load bearing partition walls, non-common chases and suspended ceilings wholly within a unit.
- (3) The halls, corridors, lobbies, stairs, stairways, entrances and exits of the building.
- (4) The elevators, elevator shafts, tanks, pumps, motors, fans, compressors and control equipment.
- (5) The storage spaces, laundry rooms, yards, roads, driveways, gardens and parking areas.



(6) All central and appurtenant installations facilities for utility services, including, but not limited to, power, water, gas refrigeration, heating, air conditioning, telephone, sewer, irrigation, trash disposal and incineration (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common area or units) and all other mechanical equipment spaces.

(7) All other parts of the property and all apparatus and installations existing in the building or upon the property for common use or necessary or convenient to the enjoyment, existence, maintenance or safety of the property, including but not limited to the common laundry facilities, swimming pool, pavilion and tennis court, and specifically including units A104 and A105.

B (1) The undivided share in the common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

(2) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(3) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common element shall lie.

C. The undivided interest of each unit owner in such common areas and facilities is set forth in Exhibit "C" and is attached hereto and made a part hereof.

6. LIMITED COMMON AREAS AND FACILITIES. All balconies appurtenant to any condominium unit, which are accessible by normal means solely from a single unit, are hereby declared to be limited common areas. The owner of the appurtenant unit shall have exclusive use, possession and control of the balcony appurtenant to his dwelling unit, subject to the same rights and limitations applicable to each dwelling unit as provided for herein. The owner of a dwelling unit to which a balcony or balconies are appurtenant shall be responsible for the upkeep, repair and maintenance of the surface floor area and the railings of the balconies. With the exception of floor covering, no change in color, material or finish shall be made, and no additions or fixtures shall be made without express written approval of the Board of Directors, based on actual samples and drawings of the proposed change. All remaining structural portions of said balconies shall be considered common areas as provided for in the remaining sections of this Declaration, including specifically the maintenance, repair and upkeep of same.

All exterior windows and doors serving a unit, including frames, seals, glass, supports and related parts thereof, specifically excepting interior casing or other interior decorative applications, shall be Limited Common Areas and Facilities which shall be repaired, maintained, restored and replaced by the Association. Provided, however, that the unit owner shall be responsible for cleaning the glass surfaces of the doors and decorative applications around the doors and windows in his unit. To the extent that damage to the doors and windows, including the glass surfaces, is caused by the unit owner, his family, guests, invitees or tenants, the Association shall repair such damage and levy the cost of the materials and repair against the unit Owner as a Special Assessment. The Association and Building Management shall provide reasonable notice and, except in emergency conditions, obtain Homeowner agreement on schedule for access related to maintenance, repair or replacement of windows and sliding doors.

With the approval of the Board of Directors, a Homeowner may replace windows and sliding doors, using designs and installation methods approved by the Association, at his own expense.



Installation, by the unit owner, of folding screens to protect the sliding doors in storm conditions is permitted provided that the design, material of construction, color and installation method are approved by the Board of Directors.

7. USE. No unit, with the exception of Units A104 and A105 shall be used or occupied for any purpose other than as a private, single family residence. A Leasing Addendum shall be provided by the Building Manager on behalf of the Association to provide for consistent understanding of the obligations of Unit Owners and Leasees with reference to the Seapath Declaration of Condominium, By-Laws and Rules and Regulations. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the Managing Agent or Board of Directors. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Management Firm or Board of Directors. The aqueous effluent from clothes washing machines and washer/dryer combination machines is not compatible with the drain system accessible in the units, and therefore operation of these washing machines and the washer component of washer/dryer combination machines within units is not allowed; venting of the hot air outflow from clothes dryers within units into the common areas adjacent to units is also not allowed.

No sign of any kind shall be displayed to the public view on or from any unit or the common area without the prior consent of the Management Firm or Board of Directors.

No pets, domestic animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit or in the common area, except as may be permitted by the Rules and Regulations adopted by the Association. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance to the other owners. There shall be no violation of the rules for the use of the common area adopted by the Board of Directors.

8. PROCESS AGENT. The Building Manager, as designated by the Board of Directors, whose business address is: Seapath, Inc., 322 Causeway Drive, Wrightsville Beach, North Carolina, 28480, is designated as the person to receive service of process in any action provided for in the Act.

9. MAINTENANCE.

A. All plumbing, air conditioning, floor and wall coverings, heating, electrical, telephone, cabinetry, partition walls, suspended ceilings, and other fixtures and equipment located within the unit, shall be maintained (and, if owner desires, insured) by the owner. Any replacement or substitution of such fixtures and equipment, shall be compatible with any common areas and facilities affected thereby, and with the aesthetic attributes of the building. The Association shall not be responsible for repairing, maintaining and replacing such fixtures and equipment.

B. All parts of a condominium 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 facilities when so requested by the Board or its designated agent. If any owner, following notice from the Board, which notice shall include a statement of any applicable Association insurance deductible in effect at that time, shall fail within sixty days ( unless the notice specifies an earlier date ) to repair, maintain or replace any facilities, fixtures, or equipment ( including, but not limited to, water heaters, dish-washers, water closets, lavatory fixtures, and refrigerator ice-makers ) located in his unit, as may be required pursuant either to the Condominium Documents or to a determination by the Board or its designated agent that such failure will endanger or impair the value of the common area and facilities or any unit belonging to another member or its common elements, the same may be repaired or replaced by the Association at the expense of the unit owner, be collected by special assessment as herein provided. Such assessment may include the cost to the Association



incurred in the abatement of any nuisance maintained by the unit owner herein, and any Association insurance deductible in the event of damage to other units or common areas resulting from failure to make such repairs following notice from the Board. For purposes of notice under this Section 9.B, notice shall be in writing and shall be deemed given to such owner (i) upon actual receipt of the notice by such owner, (ii) upon refusal or non-acceptance of the notice when delivered or mailed to such owner at the record address provided to the Association, or (iii) within five ( 5 ) days following posting the notice on the door of the owner's unit.

**10. EASEMENTS.**

A. Each unit owner shall have an easement in common with the other owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common 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 facilities serving such other units and located in such unit. The Association shall have the right to be exercised by the Board of Directors or the Management Firm, to enter each unit from time to time at reasonable hours as may be necessary for the operation of the Project to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities, if any, contained therein or elsewhere in the building.

B. The Board may hereafter grant easements for utility purposes for the benefit of the property, 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 common areas; each unit owner hereby grants the Board, or the Management Firm, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each unit owner such instruments as may be necessary to effectuate the foregoing.

C. There are presently two access easement areas shown on Exhibit A connecting the property with U.S. Highway 76. Permanent access to the property from U.S. Highway 76 shall be over the area shown on Exhibit B as "Seapath, Inc. Drive", with easement to Seapath Estates, as referred to in the deed recorded in Book 1091 at Page 914 of the New Hanover County Registry. Emergency access to the property from U.S. Highway 76 shall be over the area shown on Exhibit B as "Marina Driveway", as the same is described and granted in the deed recorded in Book 1117 at Page 671 of the New Hanover County Registry.

**11. JOINT USE AND EASEMENTS BOOK 1003 PAGE 381.....DELETED**

12. **PARTITIONING.** The common area and facilities shall remain undivided and no unit owner or any other person shall have the right to bring any action to partition any part thereof, unless the property has been removed from the provisions of the Act. Nothing herein contained, however, shall be deemed to prevent ownership of a dwelling unit by the entirety, jointly, or in common, or in any other form permitted by law.

13. **COMMON EXPENSES, COMMON PROFITS.** The Unit Owners are bound to contribute pro rata, in the percentages computed according to Chapter 47A of North Carolina General Statute which percentages are set forth in Exhibit "C" hereto attached, toward the expenses of administration and of maintenance and repair of the general and limited common areas and facilities, and toward any other expenses lawfully assessed by the Association. No unit owner may exempt himself from contributing toward such expense by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of the Unit belonging to him.



Notwithstanding the foregoing, the owners of units in which windows and /or sliding doors have been replaced at the expense of the owner shall be exempt from the initial Special Assessment to be levied by the Association for the replacement of those original windows and/or sliding doors installed as part of the original construction of the condominium, which now constitute portions of the Limited Common Areas and Facilities. The same principle of exemption for owners who have, with the approval of the Board, carried out further window and/or sliding door replacement at their own expense, shall apply where appropriate in the case of future Special Assessments made by the Association to ensure adequate maintenance, repair or replacement of the windows and sliding doors in the Seapath Tower building.

The common profits of the property, if any, after payment of all expenses of operation and maintenance of the property and the establishment of a sinking fund or other reserve funds or any other matters reasonably necessary and appropriate for the maintenance of the property as determined by the Board of Directors or the Management Firm in accordance with the Condominium Documents, shall be distributed among the unit owners according to the percentages for each unit set forth in Exhibit "C".

14. TAXES. Each Condominium Unit and its percentages of undivided interest in the common areas and facilities set forth in Exhibit "C" hereto attached, shall be deemed to be a separate parcel and shall be separately assessed and taxed for all types of taxes authorized by law, including, but not limited to, special ad valorem levies and special assessments. Each unit holder shall be liable solely for the amount of taxes against his individual unit and shall not be affected by the consequence resulting from the tax delinquency of any other unit holders. Neither the building, the property, nor any of the common areas and facilities shall be deemed to be a separate parcel for purposes of taxation.

15. LIENS.

A. With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from an individual unit, together with its undivided common interest in the common areas and facilities) except with the unanimous consent of the unit owners and the holders, if any, of prior liens thereon.

B. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Condominium Documents or expressly authorized by the Board, in which event, same might be the basis for the filing of a lien against all condominium units in the proportions for which the owners thereof are liable for common expenses.

C. Unless otherwise provided by law, in the event a lien against one or more condominium units becomes effective, each owner thereof may relieve his condominium unit of the lien by paying the proportionate amount attributable to his condominium unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium unit.

D. Assessments against unit owners by the Association made pursuant to the by-laws shall, if not paid when due, create a lien in favor of the Association against the unit of the defaulting owner as provided by Section 47A-22 of the Unit Ownership Act, and shall be collected as therein provided.

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

16. NATURE OF INTEREST IN UNIT.

A. Every unit, together with its undivided common interest in the common areas and



facilities, shall for all purposes be a separate parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of such unit subject only to the Provisions of the Unit Ownership Act, the Condominium Documents and the covenants, restrictions, easements, regulations, resolutions and decisions adopted pursuant thereto.

B. The owner shall be entitled to use the common areas and facilities in accordance with the purpose for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint use of the common areas and facilities and a joint mutual easement for that purpose is hereby created.

#### C. RESTRAINT ON TRANSFER OF UNITS AS TIME SHARES

1. Purpose. Reasonable restraints on transfer of units assure a community of congenial residents and protect the value of the units and further the continuous harmonious relationships within the condominium community.

2. Definitions

(a) The "Act" shall mean the North Carolina Time Share Act cited as Article 4 of Chapter 93A of the North Carolina General Statutes.

(b) A "Time Share" shall mean the following:

(1) A Time Share as defined in the Act;

(2) Any "vacation license" or "vacation lease" by which the purchaser or tenant acquires the right to occupy a designated or an undesignated unit during a specified time each year for a specified number of years;

(3) Any interest in a unit which gives the purchaser or holder of such interest an undivided interest in the fee, coupled with an exclusive right of occupancy of the unit during a designated time period;

(4) Any plan of interval ownership whereby units, and the undivided interest in the Common Area and Facilities appurtenant to such units, are conveyed for a specified period of time over a specified number of years, together with a remainder over in fee simple as tenants in common with all other owners of interests in a particular unit for a specified number of years;

(5) Any plan, program or system which grants any right to use or occupy a unit on the basis of points, vouchers or split, divided or floating use; or

(6) Any and all other interests in a unit, however named or designated, which create or attempt to create ownership in the form of a Time Share,

(c) "Time Share Program" means an instrument transferring a Time Share, or any interest, legal or beneficial, in a Time Share, including a contract, installment contract, lease, deed or other instrument.

3. Restraint on Transfer. No unit owner shall transfer any or all of his or her interest in a unit in the form of a Time Share or permit his or her unit to be part of a Time Share Program.



**17. INSURANCE.** The Board of Directors (or Managing Agent, if so designated by the Board), on behalf of the Association, at its common expense shall at all times keep the property (except personal property within a unit) insured against loss or damage by fire or other hazards normally insured against at 100% of replacement cost, and such other risks, including public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect the property and as shall be required to protect not only the Unit Owners but any lending institution holding first liens on individual units which insurance shall be payable in case of loss to the Board (or its designee) as Trustee for all Unit Owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interest as their interests may appear. The Trustee so named shall have the authority on behalf of the Association and Unit owners to deal with the insurer in the settlement of claims.

Such insurance shall be obtained without prejudice to the right of each individual Unit Owner to insure his personal property for his own benefit and any Unit Owner or Occupant may obtain additional insurance at his own expense; provided, however, that no owner or occupant shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors (or its Designee) as Trustee for all the owners, may realize under any insurance policy in force on the project at any particular time. In no event shall the insurance coverage obtained by the Board of Directors (or its Designee) be brought into contribution with insurance purchased by individual owners or their mortgagees.

**18. DAMAGE OR DESTRUCTION.** Except as hereinafter provided, damage to, or destruction of, the property or building shall be promptly repaired and restored by the Board using the proceeds of insurance for that purpose, and the unit owners of all units shall be liable for assessment of any deficiency in accordance with their undivided interest in the common areas and facilities as set forth in Exhibit "B" hereto attached; provided, however, if the building shall be more than two-thirds (2/3) destroyed by fire or other casualty, as determined by the Board of Directors and the owners of three-fourths (3/4) of the units resolved not to proceed with the construction or restoration, then and in that event:

A. The property shall be deemed to be owned as tenants in common by the Unit Owners in the same percentages as set forth in Exhibit "B" hereto attached previously applicable to the share of such owner in the common areas and facilities.

B. Any liens affecting any of the units shall be deemed to be transferred, in accordance with the existing priorities, to the percentage of undivided interest of the Unit Owner in the property as herein provided.

C. The property shall be subject to an action for partition at the suit of any Unit Owner, in which event, the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among the Unit Owners in proportion to their respective undivided interest in the common areas and facilities, as set forth in Exhibit "C", after paying off, out of the respective shares of the Unit owners all liens on the respective unit.

**19. TRANSFER OF UNITS.....DELETED**

**20. MANAGEMENT AGREEMENT.....DELETED**

**20A. ALTERATIONS OF UNITS.**

A unit owner may:

- (i) make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium;



(ii) not change the appearance of the Common Areas and Facilities, including the Limited Common Areas and Facilities, or the exterior appearance of a unit or any other portion of the condominium without permission of the Association; and

(iii) after acquiring an adjoining unit, remove or alter an intervening partition consisting of a non-load-bearing perimeter wall between the units or create apertures therein, even if this intervening partition is part of the Common Areas and Facilities, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. Removal of partitions or creation of apertures under this section is not a relocation of boundaries, and each of the units involved shall remain deeded as one or two bedroom units as originally constituted, notwithstanding any physical combinations effected.

**21. UNITS SUBJECT TO CONDOMINIUM DOCUMENTS.** All present and future owners, tenants and occupants of dwelling units and their guests or invitees, shall be subject to, and shall comply with the provisions of the Condominium Documents, and as the Condominium Documents may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any dwelling unit shall constitute an agreement that the provisions of the Condominium Documents are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time any interest or estate in such unit as though such provisions were made a part of each and every deed of conveyance or lease. Failure to comply with the provisions of the Condominium Documents shall entitle the Association or any owner to seek legal and/or equitable relief.

**22. AMENDMENT OF DECLARATION.** This Declaration may be amended only by the vote of at least two-thirds (2/3) in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The By-Laws may be amended in accordance with the procedure set forth in such By-Laws. No such amendment shall be effective until recorded in the Office of the Register of Deeds of New Hanover County.

**23. WARRANTIES.....DELETED**

**24. NON-PROFIT CORPORATION.....DELETED**

**25. INVALIDITY.** The invalidity of any provision of this Declaration shall not impair or affect the validity and enforceability of the remainder of this Declaration, and in such event, all of the provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included.

**26. WAIVER.** No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**27. LAW CONTROLLING.** This Declaration and the By-Laws attached hereto shall be construed under and controlled by the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the Declarant has caused this declaration to be signed in its corporate name and duly attested and sealed with

its corporate seal, this the 1<sup>st</sup> day of April 1974.

DECLARANT:

AMERICAN CLASSIC INDUSTRIES, INC

BY

President : \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF PENDER,

The undersigned Notary Public for the State and County afore-said, certify that R. HUNTER CHADWICK, JR. personally came before me this day and acknowledged that he is the Secretary of American Classic Industries, Inc., a North Carolina Corporation with its principal office in Cumberland County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its

President, sealed with the Corporate Seal, and attested by him as it's Secretary.

Witness my hand and Notarial Seal, this the 1<sup>st</sup> day of April 1974.

My commission expires:

Notary Public, \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

The foregoing certificate of Linda C. Woodcock a Notary Public \_\_\_\_\_ is certified to be correct.

WITNESS my hand, this the 6th day of May 1974.

Lois LeRay  
Register of Deeds

DRAWN BY: BURNEY,  
BURNEY, SPERRY & BAREFOOT

BY: \_\_\_\_\_  
Deputy