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NEW HANOVER COUNTY,

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$26.00

EXTX \$0.00

ELECTRONICALLY RECORDED

Prepared by & Return to: Eugene B. Davis, Jr., P.C.
1612 Military Cutoff Road, Suite 301
Wilmington, NC 28403

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF 1209 N. LUMINA CONDOMINIUM

THIS DECLARATION OF 1209 N. LUMINA CONDOMINIUM made this 11th day of January, 2023 by Wiggins Builders, Inc., a North Carolina corporation hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Wrightsville Beach, New Hanover County, North Carolina, which is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Real Property");

WHEREAS, Declarant desires to submit the Real Property, together with improvements and appurtenances belonging thereto, to condominium ownership;

NOW, THEREFORE, Declarant declares its intention, by the filing of this Declaration, to submit, and does hereby submit, the above-described Real Property together with improvements thereon to the provisions of the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes, as a condominium project to be named 1209 N. LUMINA CONDOMINIUM; and further publishes and declares that all of the property described herein is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the conversion of said property into a condominium facility, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

Article I. Definitions. Certain terms in this Declaration shall be defined as follows, unless the context clearly requires a different meaning:

- a. "Act" means the provisions set forth in the North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina, as such may be supplemented or amended from time to time.
- b. "Allocated Interest" means the undivided interests in the common elements, the common expense liability and votes in the association allocated to each unit.
- c. "Association" means 1209 N. Lumina Condominium Unit Owners Association, Inc., which is an entity comprised of all owners of units in 1209 N. Lumina Condominium.
- d. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner by the Association.
- e. "Board" means the Board of Directors of the Association or its agents, which shall be the executive board of the Association, as defined in §47C-1-103(13) of the Act.
- f. "Building" means the building currently existing or to be built upon the real property described in Exhibit "A" and which houses the condominium units.
- g. "Bylaws" means the bylaws of the Association providing for the government and administration of the Association.
- h. "Common Element" or "Common Area" means the portion of the condominium property owned in common by all of the unit owners as more specifically set forth herein.
- i. "Common Expenses" means the expenses of administration, maintenance, operation, repair, and replacement (including a capital reserve for repair, maintenance, and replacement) of the common areas and facilities as well as any other expenses of the Association declared to be a common expense of the Association by this Declaration, the Bylaws, or the Act.
- j. "Common surplus" means the balance of all income, rents and revenues of the Association remaining after the deduction of the common expenses.
- k. "Condominium Project" or "Project" means the entire proposed development consisting of all the land, the building and other "property" as that term is herein defined.
- l. "Declarant" means Wiggins Builders, Inc., its successors and assigns.

- m. "Declaration" means this instrument as it may from time to time be lawfully amended or supplemented.
- n. "Director" means a member of the Board.
- o. "Limited Common Element" means 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 identified herein.
- p. "Period of Declarant Control" means the period commencing on the date hereof and continuing until all the units are sold.
- q. "Person" means an individual, corporation, partnership, association, trustee, or other legal entity.
- r. "Property" or "Real Property" means and includes the land, the building, all improvements and structures thereon and all articles of personal property intended for use in connection therewith which are submitted to condominium ownership by this Declaration.
- s. "Unit" or "Condominium Unit" shall mean that enclosed space within the building as shown on the building plans described in the Declaration, together with any additional area or space accompanying the same and described herein, which is intended for private ownership and to be sold as a dwelling unit pursuant to the Declaration and the Act. The enclosed space representing each unit shall be bounded by the interior surface material of its perimeter walls, ceilings and floors.
- t. "Unit Owner" means a person, corporation, partnership, association, trust, other legal entity, or any combination thereof, in whose name or names the title to, or an interest in the title to, any unit is vested, excluding those who own or hold such title or interest under the terms of any mortgage or deed of trust or other similar instrument for the purposes of securing the payment of an indebtedness or the performance of an obligation.

Article II. Description of Real Property. The Real Property on which the building and improvements are or are to be located is described in Exhibit "A", attached hereto and incorporated herein by reference.

Article III. Description of Building. The Building in which the units are located is described in building plans which are shown on the plans recorded in Condominium Book 19 at Page 278 of the New Hanover County Registry, incorporated herein by reference. The Building consists of one (1) three story, two-unit building, to be used for residential purposes as herein provided. In addition, the building has walkways, stairs, parking areas and other appurtenances, which are designated as common areas and limited common areas as appropriate.

Article IV. Unit Designation and Description. The unit designation of each unit, identified as Units A and B, and a description of its location, area, floor plan and number of rooms, are shown

on the building plans recorded in Condominium Book 19 at Page 278 of the New Hanover County Registry, incorporated herein by reference.

Article V. Common Elements and Facilities.

1. Description. The common elements and facilities shall consist of all the real property described in Exhibit "A", which is subjected to the terms of this Declaration, and all of the improvements and facilities thereon which are not Units as defined herein and which are not items of personal property owned, held, or maintained by Unit Owners. Without limiting the generality of the foregoing, the Common Elements and facilities shall include, but are not limited to, the following:
 - i. All foundations, columns, girders, beams, supports, roofs, exterior walls, interior load bearing walls, ventilation fans and vents of the building;
 - ii. All stairways, stairwells, halls, passageways, corridors, lobbies, exits and entrances which give access to the units, if any, which provide access to more than one unit;
 - iii. All yards, gardens, parking areas, driveways, and other amenities;
 - iv. All installations of any facilities, apparatus, conduits, and equipment for the provision of utility services, including, but not limited to water and sewer services, electricity, telephone, irrigation, trash disposal, natural gas, heating, air conditioning, and television which are for the common use and benefit of the unit owners and which are not defined as being a part of the units; and
 - v. All other portions of the Real Property and the improvements thereon which are not part of a Unit, as hereinabove defined, or owned by Unit Owners as personal property, shall be Common Elements and facilities intended for the common, necessary and convenient use and enjoyment, maintenance or safety of the Condominium Project.
2. Allocated Interest. Unless or until this Project shall be expanded as herein provided, the percentage of each Unit Owner's undivided interest in the common elements of 1209 N. LUMINA CONDOMINIUM shall be fifty (50%) percent. This percentage is based on the relation that the total volume in square feet of each unit bears to the aggregate square feet contained in all units as of the date of this Declaration.

Article VI. Limited Common Element. The decks or porches adjacent to each Unit and any storage space allotted to each unit, and parking areas designated as "limited common areas" are limited for the sole use of the unit owner of a unit to which the same are adjacent or allocated as indicated on said plans. To the extent any duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is allocated exclusively to that unit, and any portion thereof serving more than one Unit or any portion of the common elements is a part of the common elements, pursuant to §47C-2-102(2) of the Act. Any decks, porches, balconies, patios and all other exterior doors and windows or other

fixtures designated to serve a single unit but located outside the unit's boundaries are limited common elements allocated exclusively to that unit, pursuant to §47C-2-102(4) of the Act.

Article VII. Nature of Interest in Unit.

1. Nature of Interest. Every Unit, together with its undivided interest in the common elements and facilities, shall for all purposes be treated as a separate parcel of real property with all the incidents thereof. The Unit Owner thereof shall be entitled to the exclusive ownership and possession of such Unit subject only to the terms of this Declaration, the Bylaws and the covenants, restrictions, easements, regulations, resolutions and decisions adopted pursuant hereto. Each Unit may be individually conveyed, leased and encumbered and may be inherited or devised by will as if it were solely and entirely independent of the other units in the building of which it forms a part. Each Unit may be held and owned by more than one person, either as tenants in common or tenants by the entirety, or in any other manner recognized under State law.

2. Partitioning. No Unit may be divided into smaller units, 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 the Association. Common Elements shall remain undivided and no Unit Owner or any other person shall bring an action for partition or division of any part thereof, unless the property has been removed from the provisions of the Act.

3. Allocated Interest Appurtenant to Unit. The undivided interest in the common elements shall not be conveyed, encumbered, or otherwise separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4. Taxes. Each Unit and its percentage of undivided interest in the Common Elements 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, ad valorem levies and special assessments. Each Unit Owner shall be liable solely for the amount of taxes on their individual unit and shall not be affected by the consequences resulting from the tax delinquency of other unit holders. Neither the Building, the property nor any of the Common Elements shall be deemed to be a separate parcel for purposes of taxation.

Article VIII. Restrictions.

1. No immoral, improper, offensive, noxious or unlawful use shall be made of any unit or of the common elements, and all applicable laws, zoning ordinances and regulations of all governmental authorities 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 elements, which will increase the rate of insurance on the unit, or which will obstruct or interfere with the rights of other occupants of the other units or annoy or embarrass them, nor shall any owner undertake any use or practice which shall 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 elements.

2. No Unit Owner shall permit any structural modification or alteration to be made to the Unit without first obtaining the written consent of the Board, nor alter nor cause any changes to

be made to the exterior of the building (including painting, installing television or radio antenna or installing signs), or in any manner alter the appearance of the exterior portion of the building without obtaining such consent. No Unit Owner shall fix in any manner change the appearance of the common elements (including fences, flowers, trees, shrubs, or any other vegetation) or limited common elements without first obtaining the written consent of the Board.

3. No cooking or use of grills or similar devices shall be allowed on the stairways, porches or decks within 10 feet of the building.

4. Boats, trailers, motor homes or similar vehicles may not be stored on the Property or common areas, except as designated by the Association.

5. The use of the property shall be subject to any restrictions contained in the Bylaws of the Association and to any Rules and Regulations established by the Board. These additional use restrictions shall have the same force and effect as the restrictions contained herein.

Article IX. Easements.

1. 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 Declarant, the Board, or any other person authorized by it shall have the right to immediately enter the Unit for the purpose of remedying or abating the cause of the emergency.

2. Each Unit Owner shall have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines and other such facilities which are located in another Unit, but serve their Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units for use of the pipes, ducts, cables, wires, conduits, public utility lines and other such facilities which are located in such Unit and serve other Units. The Board shall have a 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 Building.

3. The Board may grant or assume easements, leases, or licenses 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 units or common elements. Each unit owner hereby grants to the Board, or the manager, an 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.

4. In the event that any Unit shall encroach upon any of the Common Elements, or any other Unit, 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 Elements or upon a unit for so long as such encroachment shall naturally exist. In the event that any portion of the Common Elements shall encroach upon any Unit, an easement shall exist for the continuance of such encroachment of the Common Elements upon any Unit for so long as such encroachment shall naturally exist. If any Unit or any portion of the common elements 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 the Unit or the Common Elements in accordance with this Declaration, portions of the Common Elements encroach upon any Unit, or any Unit encroaches then such encroachment shall be permitted and a valid easement for the maintenance thereof shall exist so long as the encroachment naturally remains.

Article X. Maintenance.

1. Association's Responsibility. As a Common Expense, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, Limited Common Elements and facilities, and for any incidental damage caused to any Unit by virtue of such maintenance, repair and replacement. The Association shall have the right to make alterations or improvements to the common areas and facilities and to assess Unit Owners for the same, provided these alterations are without prejudice to any Unit Owner and are approved by the Board.

2. Unit Owners' Responsibility. Each Unit Owner shall be responsible for all maintenance and repair work within their Unit, including, but not limited to, wiring, plumbing, air conditioning and heating equipment, appliances, interior wall and ceilings, surfaces, floors, exterior doors, and windows. Each unit owner is also responsible for keeping all parts of the Unit in good, clean and safe condition, free of nuisance and for promptly complying with any requirements of the insurers of the common areas and facilities when so requested by the Board. Each Unit Owner is further responsible for any loss or damage to the Common Elements and facilities occasioned by his acts or by the acts of his family, guests, employees or agents, provided, that if such loss or damage is covered by any insurance maintained by the Association, the proceeds of the insurance shall be used for such maintenance, repair, or replacement and the Unit owner shall only be required to pay the amount by which the costs of maintenance, repair, or replacement exceed the insurance proceeds, including any deductible.

3. Association's Right to Repair. Should a Unit Owner fail to comply with the maintenance and repair responsibilities, the Association, upon written notice to the unit owner, may make the required repair and assess the Unit Owner for the expense.

Article XI. Common Expenses and Assessments. Unit Owners are bound to contribute, according to their allocated interest in the common areas and facilities as set forth herein, toward the Common Expenses of the Association. No unit owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of their Unit. The Common Surplus of the property, if any, shall be distributed among the unit owners according to the same percentage undivided interest. Each Unit Owner shall be subject to an assessment from the Board for his share of the common expenses. The manner of computing and collecting this assessment is set forth in the Bylaws.

Article XII. Insurance. The Association shall purchase, maintain in force and administer insurance coverage as provided by N.C.G.S. §47C-3-113. In addition, the Association shall meet the following requirements regarding insurance:

1. The Board shall obtain insurance upon the Real Property for the benefit of the Unit Owners and their mortgagees against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks covered for similar projects, including those covered by the standard "all risk" endorsement. The Association insurance may exclude any betterments or improvements installed by a Unit Owner but shall maintain coverage to include the original finish of each Unit. Such policies shall make provision for the issuance of certificates of insurance or mortgagee endorsements to the mortgagees of unit owners, and if the companies writing such policies will agree, the policies shall provide that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association, and their respective agents or guests. In addition to the above, the Board may obtain such other insurance coverage as deemed necessary and desirable. All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a single Unit Owner. All hazard insurance shall meet the minimum requirements and standards of the Federal National Mortgage Association.

2. Coverage. The Board, or the manager, shall insure the Building and improvements upon the land, to include original finish of all Units, Common Elements, and Limited Common Elements, and all personal property included in the common areas and facilities in an amount equal to their maximum insurance replacement value as determined annually by the Board.

3. Premiums. All premiums on insurance policies purchased by the Board and any deductibles payable in the event of loss shall be paid by the Association and chargeable to the Association as a common expense.

4. Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board or the Association as insurance trustee for the Unit Owners and their mortgagees. The insurance trustee shall have authority to deal with the insurer in the compromise and settlement of claims and to execute and deliver releases to the insurer upon the payment of claims. The insurance trustee's duty upon receipt of any insurance proceeds shall be to hold the same in trust for the benefit of the unit owners and their mortgagees.

5. Distribution of Insurance Proceeds. Proceeds of insurance policies shall be distributed by the insurance trustee to or for the benefit of the Unit Owners in the following manner:

- i. Expenses of the insurance trustee. All expenses of the insurance trustee shall be paid first.
- ii. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds remaining after deduction of the insurance trustee's expenses shall be paid to defray the cost of such repair or reconstruction. Any proceeds remaining after defraying such costs shall be distributed to the unit owners in accordance with each unit owner's Allocated

Interest. In the event a mortgagee endorsement has been issued for a Condominium Unit, any proceeds remitted under this section shall be payable jointly to the Unit Owner and the mortgagee.

- iii. Failure to reconstruct or repair. If it is determined as provided below that the damage for which the proceeds are paid will not be reconstructed or repaired, the remaining proceeds shall be distributed to the Unit Owners in accordance with each Unit Owner's Allocated Interest.

6. Casualty Loss.

- i. Determination to reconstruct or repair. Casualty loss or destruction of the buildings and improvements, except that which is solely the responsibility of the Unit Owner, shall be promptly required or restored by the Board using the proceeds of insurance on the building for that purpose, and unit owners shall be liable for assessment for any deficiency in accordance with their percentage undivided interest in the common areas and facilities; provided, however, if the buildings shall be more than two-thirds destroyed and the owners of all of the units resolve not to proceed with repair or reconstruction, then in that event, the property shall be deemed to be owned as tenants in common by the unit owners and shall be governed by the provisions of Chapter 47C of the North Carolina General Statutes and any amendments thereto. No mortgagee shall have any right to participate in the decision to reconstruct or repair the damaged property.
- ii. Plans and specifications. Any reconstruction or repair must be substantially in accord with the plans and specifications of the original Building and improvements unless other plans and specifications are unanimously approved by the Unit Owners.

7. Flood Insurance. If any part of the project is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association must maintain flood insurance on all Units; the cost of which shall be deemed a Common Expense. The amount of insurance should be at least equal to the lesser of:

- i. The current replacement cost of the Unit; or
- ii. The maximum coverage available for the property under the National Flood Insurance Program.

8. Liability Insurance. The Association must maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The policy should provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. The liability insurance should provide coverage for:

- i. Bodily injury and property damage that results from the operation, maintenance or use of the projects common areas; and

- ii. Any legal liability that results from law suits related to employment contracts in which the Association is a party.

Article XIII. Compliance with the Declaration, Bylaws and Regulations.

1. Binding Nature. The restrictions and obligations imposed by this Declaration the Bylaws of the Association are intended to and shall constitute covenants running with the land and shall constitute an equitable servitude upon each unit and its appurtenant undivided interest in the common areas and facilities. Each unit owner, his tenants, invitees, guests, employees, agents, grantees, successors and assigns, shall comply strictly with the covenants set forth in this Declaration and Bylaws of the Association, and any Rules and Regulations adopted by the Association as the same may be lawfully amended from time to time, the acceptance of a deed of conveyance, the entering into a lease, or occupancy of a unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and any Rules and Regulations are accepted and ratified by the grantee, tenant, or occupant whether or not these provisions are referred to in the deed of lease.

2. Remedies for Violation. Failure to comply with the covenants and restrictions set forth in this Declaration, Bylaws, and the Rules and Regulations shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or manager on behalf of the Association or by an aggrieved unit owner. The Board shall also have authority to enforce such covenants and restrictions by levying fines for infractions in an amount not to exceed one hundred dollars (\$100.00) per day, and by such other means as are provided in this Declaration, Bylaws, and Rules and Regulations or by law.

3. Liability for Expenses. 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 member of his family, or 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 liability for any increase in fire insurance rates occasioned by the use, misuse, occupancy, or abandonment of a unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

4. Waiver. The failure of the Association, any Unit Owner, or other person to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such right, provision, covenants, or condition in the future.

5. Remedies Cumulative. All rights, remedies and privileges granted to the Association or the owner or owners of a unit pursuant to any terms, provisions, covenants, or conditions of this Declaration or the other above-mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to 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.

Article XIV. Party Walls.

1. The walls and flooring connecting adjacent units are "party walls" and are situated on or about the boundary line separating such units.

2. All finish flooring and any other materials constituting any part of the walls, floors, or ceilings are a part of the common elements, pursuant to §47C-2-102(1) of the Act.

3. Each wall which is built as part of the original construction of a unit and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

5. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

7. If any owner desires to sell his unit, such owner may, in order to assure a prospective purchaser that no adjoining unit owner has a right of contribution as provided in this Section, request of the adjoining unit owner a certification that no right of contribution exists, whereupon it shall be the duty of the adjoining unit owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining unit owner claims a right of contribution the certification shall contain a recital of the amount claimed.

8. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, such dispute shall be settled by arbitration as provided by the laws of North Carolina as then existing.

9. Any unit owner may give a deed of trust or mortgage on his unit without prior notice to or authorization by the Declarant or the Board of the Association. Any rights the Association may have to place a lien upon the property of the unit owner shall be subordinate to and inferior to any deed of trust or mortgage that said unit owner has placed on his property.

Article XV. Association.

1. The Association shall have all the powers and duties set forth in the Act as well as all of the powers and duties granted to or imposed upon it by this Declaration, the Bylaws and the Articles, as the same may be amended from time to time. Each Unit Owner, by the acceptance and recording of the deed to such unit owner's unit, irrevocably appoints the Board, to act on said unit owner's behalf, including the right to execute in such unit owner's name any and all instruments or documents necessary or reasonably required in regard thereto. The operation of the Association shall be governed by the Bylaws and Articles.

2. Management of the affairs of the project shall be the right and responsibility of the Association. The Board shall have the right to contract with or employ a manager for the purpose of operating, supervising, maintaining and managing the property. All the management powers and duties of the Association may be delegated to the manager by the Board, except those which are specifically reserved to the Board by this Declaration, the Bylaws, or the Act.

Article XVI. Amendment. This Declaration may be amended at any regular or special meeting of the Association, called and convened in accordance with the Bylaws, by the affirmative vote of or written agreement signed by unit owners of units to which at least 100% of the votes in the Association are allocated. Any holder of a first mortgage on a unit who receives a written request from the Association to approve any proposed modification and does not deliver or post to the Association a negative response within thirty (30) days following receipt of such request shall be deemed to have approved same. Notwithstanding the aforesaid, no amendment shall change, affect or alter the Allocated Interest appurtenant to a Unit, a Unit Owner's proportionate share of the Common Expenses or Common Surplus, or the voting rights appurtenant to any Unit, create or increase special Declarant rights, increase the number of units, change the boundaries of any unit, or the uses to which a unit is restricted, in the absence of unanimous consent of the unit owners, and all holders of first mortgages on units. Further, no amendment shall be effective until certified by the President and Secretary of the Association and recorded in the office of the Register of Deeds of New Hanover County.

Article XVII. Termination. The condominium may be terminated and removed from the provisions of the Act only by written agreement of all the owners of units expressed in an instrument to that effect and duly recorded, provided that the holders of all liens affecting any of the units must consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest in the property which the unit owner owns after termination. The termination shall become effective when the above instruments have been duly recorded in the public records. After termination of the condominium, the unit owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the units formerly owned by such unit owners shall have mortgages and liens against the respective undivided shares of the unit owners. The undivided share or interest in the property owned as tenants in common which shall appertain to each unit owner shall be the percentage of the undivided interest previously owned by such unit owner in the, common areas and facilities.

Article XVIII. Arbitration. Any concern or claim under this Declaration which remains unresolved and deadlocked between the Unit Owners for a period in excess of ninety (90) days may be submitted to arbitration in Wrightsville Beach, North Carolina, in accordance with the governing rules of the American Arbitration Association. If the parties can agree on one arbitrator that person shall hear the matter and in the event of disagreement each party shall elect an arbitrator and the two arbitrators shall appoint a third arbitrator. The decision of the arbitrator or the majority of the arbitrators, if more than one, shall be final and judgement based on the arbitration award may be entered in any court of competent jurisdiction.

Article XIX. Severability. 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 other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included.

Article XX. Controlling Law. This Declaration, Bylaws, and any Rules and Regulations adopted thereunder 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 his name and duly attested and sealed, this the 11 day of January, 2023.

Wiggins Builders, Inc.

By: [Signature] (SEAL)
Guy W. Wiggins, President

.....
STATE OF NORTH CAROLINA - COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **Guy W. Wiggins.**

Date: January 11, 2023

[Signature], Notary Public
(Print Name) Roger White

My commission expires: 2-25-2024

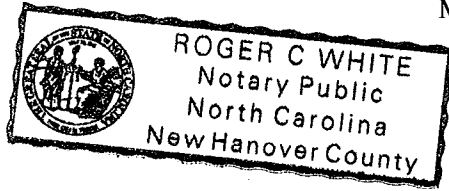


Exhibit "A"

REAL PROPERTY

BEING all of Lot No. 18, Block 11, of the North Shores Subdivision, located on the West side of Lumina Avenue, as shown on a map prepared by Lewis L. Merritt, Civil Engineer, on August 15, 1940, and recorded in Map Book 3, Page 75, of the New Hanover County Registry; the said property being also described as all of the property shown on that plat entitled "Condominium Plat of 1209 N. Lumina Avenue" dated January 9, 2023, prepared by Hanover Design Services, P.A. and recorded in Condominium Plat Book 19, Page 278 of the New Hanover County Registry.