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

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BRADLEY CREEK CONDOMINIUMS, PHASE I

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DECLARATION OF CONDOMINIUM
BRADLEY CREEK CONDOMINIUMS

CHARISMA, INC., a North Carolina Corporation, with its principal office and place of business in the County of New Hanover, State of North Carolina, 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 North Carolina General Statutes, and to that end does hereby publish and declare that all of said property is 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 shall be deemed to run with the land and shall be a burden 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. As used herein and in the By-Laws attached hereto and in all amendments hereto, unless the context requires otherwise:
 - A. "Act" means the Unit Ownership Act set forth in Chapter 47A of the North Carolina General Statutes, as such may be supplemented or amended from time to time.
 - 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, whether or not incorporate.
 - D. "Board of Directors" or "Board" means the Board of Directors of the Association and "Director" means a member of said Board of Directors.

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- E. "By-Laws" means the By-Laws for the government of the Association 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 the owners, as more specifically set forth herein.
- G. "Common Expenses" include the expenses of administration, maintenance, operation, repair and replacement, (including a capital reserve for repair, maintenance and replacement), of the common areas and facilities, and other expenses declared by the Association to be common expenses, as further defined in the Act.
- H. "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 for the Association for the following fiscal year.
- I. "Condominium Documents" means this Declaration, the By-Laws, the Rules and Regulations promulgated by the Board of Directors of the Association, and all other exhibits attached thereto and all other documents and regulations promulgated pursuant to the authority created herein and in the Act, and as such documents shall be amended or supplemented from time to time.
- J. "Declaration" means this instrument as it may be from time to time amended or supplemented.
- K. "Limited Common Area 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 any other unit or units, as more specifically defined herein.

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- L. "Property" means and includes the land described in Exhibit "A", attached hereto and incorporated herein by reference, together with any buildings and improvements located thereon.
- M. "Unit" or "Condominium Unit" means a part of the Property which is to be subject to private ownership and use, 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.
- N. "Unit Owner" or "Owner" means a person or entity, or any combination thereof, who owns a unit.
2. DESCRIPTION OF PROPERTY. All that certain lot, parcel, piece or plot of land with the buildings and improvements thereon erected or to be erected situated, lying and being in Harnett Township, County of New Hanover, State of North Carolina, and more particularly described in Exhibit "A" attached hereto and made a part hereof.
3. EXPANSION OF THE PROPERTY SUBJECT TO THIS DECLARATION.
- A. By this Declaration the Declarant submits only the land described in Exhibit "A", together with the improvements thereon, and the same shall be known as Phase 1 of BRADLEY CREEK CONDOMINIUMS. Nevertheless, Declarant hereby reserves the right and option, but not the obligation, to expand the property subject to this Declaration by adding all or any portion or portions of the land described in Exhibit "B", attached hereto and made a part hereof.
- B. Such expansion shall occur, if at all, by the recordation of one or more amendments to this Declaration, which amendment(s) shall be executed by the Declarant or its successors and assigns. The recordation of any such amendment, and expansion of the Property subject to this Declaration effectuated thereby, shall not require consent or ratification of any unit owner.

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- C. The right and option described in sub-paragraphs A and B above shall terminate on December 31, 1988, and shall be subject to the conditions, restrictions and limitations set forth in sub-paragraphs D, E, F, and G, of this paragraph 3.
- D. If the Declarant adds all the land described in Exhibit "B" hereof, the Declarant covenants and agrees that no more than 15 units will be added to the Property subject to this Declaration by such expansion. If Declarant adds any portion or portions of the aforesaid land, the Declarant covenants and agrees that with respect to any such portion the density of units shall not exceed the maximum number of units allowed under the zoning ordinances of New Hanover County, North Carolina.
- E. The Declarant covenants and agrees that all buildings containing units built on any portion of the land added to and made subject to this Declaration shall be not more than three stories in height above a garage entry level and all exteriors shall be of wood, stucco or stucco-like, or brick, or combination thereof.
- F. It is understood and declared that the undivided fractional or percentage interest owned by each unit owner of units in BRADLEY CREEK CONDOMINIUMS, PHASE 1, in the common areas and facilities of BRADLEY CREEK CONDOMINIUMS, PHASE 1, is as stated hereafter. However, it is further declared that in the event the Declarant, pursuant to the provisions of this Article, adds to or expands 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 BRADLEY CREEK CONDOMINIUMS, all phases, in the

expanded common areas and facilities of BRADLEY CREEK CONDOMINIUMS, all phases, shall necessarily have to change from that as established hereafter. 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 adds to or expands the property subject to this Declaration, pursuant to this Article, then every unit owner of units in BRADLEY CREEK CONDOMINIUMS, any phase, by the acceptance of the deed for his unit shall be deemed to have specifically agreed for himself, his heirs, devisees, successors and/or assigns that the Declarant shall have the exclusive 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 BRADLEY CREEK CONDOMINIUMS, all phases, as well as the right and power to establish the undivided fractional or percentage interest in the expanded common areas and facilities of BRADLEY CREEK CONDOMINIUMS, all phases, to be appurtenant to additional units of BRADLEY CREEK CONDOMINIUMS, and, therefore, (a) the liability of each unit owner for common expenses, not specifically assessed, (b) the interest of each unit owner in any common surplus, and (c) the voting rights in the Association of each unit owner; which such undivided fractional or percentage interests shall be stated on a unit pro rata basis in any supplement to this Declaration required to be executed and recorded in the Office of the Register

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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 BRADLEY CREEK CONDOMINIUMS, any phase; and, that, the Declarant covenants and agrees to establish such undivided fractional or percentage interests for all units at such times as may be necessary pursuant to this Article 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 any independent appraiser. In determining the fair market value of units previously subjected to the Declaration, the Declarant may use the value as then established for tax purposes by the appropriate authorities or the value established by any independent appraiser.

- G. Nothing herein shall be deemed to limit or alter Declarant's right, hereby reserved, to vary the internal layout or exterior configurations of any units hereafter constructed so long as Declarant substantially conforms with the provisions of this paragraph 3.

4. DESCRIPTION OF BUILDINGS AND UNIT DESIGNATIONS.

- A. DESCRIPTION OF BUILDINGS--The Declarant has constructed or will construct, upon the Property described in Exhibit "A" attached hereto, a

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multi-unit building to be used for residential and lodging accommodation purposes, as hereinafter provided. A plat of survey of the property by showing the location of that building is attached hereto and made a part hereof as Exhibit "C". The multi-unit building is more particularly described in the plans of that building, a copy of which plans is attached and included as a part of Exhibit "C" hereto attached, showing all particulars of the building as required by law. Typically and in general, the building has three stories and is constructed principally of concrete block with stucco, wood, or brick veneer, or wood frame with wood or brick veneer. The first floor and second floor are of concrete. All interior walls are wood or steel studs with wallboard facing with stripped seams and painted. The roof is of membrane roofing and cedar shakes.

- B. UNIT DESIGNATIONS--The unit designation of each dwelling unit, its location, approximate area, and immediate common areas and facilities to which it has access and other data necessary for its proper identification are set forth in Exhibit "C" attached hereto and made a part hereof. Each unit is bounded vertically from the top of the first floor slab to the underside of the finished roof shingles. Each unit is bounded horizontally by the inside of all outside walls and the walls separating units, which are shown on said plans, subject to such encroachments as are contained in each building, whether the same now exist or may be caused or created by existing construction, settlement or movement of the building, or by permissible repairs, construction or alterations.
- C. There are two floor plans. Floor Plan A consists of three (3) stories above the foundation level, upon

which are parking spaces and an entry into the unit. The first level of the unit contains a kitchen with pantry, a living and dining area with fireplace, a coat closet, dryer, a broom closet and a powder room. A wooden deck adjoins the living room and a second wooden deck adjoins the kitchen. The second level of the unit contains two bedrooms with closets, a master bedroom with optional fireplace and a dressing room-bathroom and closets, a second full bathroom with linen closet, and a closet for washer and dryer. There is a deck adjoining both bedrooms. The third level of the unit contains a finished attic.

- D. Floor plan B contains three stories above the foundation level, upon which are parking spaces and an entry into the unit. The first floor level of the unit contains the same features as the corresponding level of Floor Plan A. The second level of the units contains the master bedroom with optional fireplace and closets and a dressing room-bath, two (2) additional bedrooms with closets, a second bathroom with optional sauna, a linen closet, and a closet housing washer-dryer connections. The third level of the unit contains a finished attic.

5. COMMON AREAS AND FACILITIES.

- A. The common areas and facilities consist of the following: (1) The land on which the building is erected and lands surrounding the building, as more fully described in Paragraph 2 above.
- (2) All common foundations, columns, girders, beams, supports, load-bearing walls, and other structural members.
- (3) All yards, roads, driveways, parking areas, walkways and paths.
- (4) All roofs, exterior walls and interior walls

except those non-load bearing partition walls, non-common chases and suspended ceiling wholly with a unit.

(5) All central and appurtenant installations, apparatus and equipment for utility services, including, but not limited to, power, light, gas, water, telephone, sewer, mail, irrigation, and trash disposal, if any, supplied for the use and convenience of the unit owners.

(6) 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 concrete walkways and irrigation system.

B. The undivided interest of each unit owner in such common areas and facilities is 20%.

6. LIMITED COMMON AREAS AND FACILITIES. The limited common areas and facilities appurtenant to each unit are as follows:

- A. The surface areas and railings of any decks accessible by normal means solely from the unit;
- B. All non-load bearing walls located entirely within the unit;
- C. All materials, including but not limited to, studs, sheet-rock, plywood, carpet, paint, paneling, tile, vinyl or brick, attached to, or on, the inside surfaces or perimeter walls, floors, and ceilings of the unit;
- D. All doors, windows, screens, ventilation fans and vents located entirely within the unit or extending into the unit from the perimeter walls, floors or ceilings thereof;
- E. All air handling units, ducts and components and all water, power, telephone, television and cable

television, electricity, plumbing, gas and sewer lines located in the unit; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be general common areas and facilities as described above.

The limited common areas and facilities which are appurtenant to any unit(s) shall not be separated therefrom and shall pass with title to any unit(s), whether or not separately described. Subject to the limitations contained herein, the owners of any unit(s) shall have exclusive (100%) use, possession and control of the limited common areas and facilities appurtenant to such unit.

7. USE. Subject to the right of the Declarant specifically reserved hereby to construct models and a sales office to assist or facilitate the sale of units, the building and each of the units shall be used only for residential and lodging accommodation purposes, which shall include the rental of any units by the owner(s) thereof for residential and lodging accommodations pursuant to rules and regulations established by the Association and other uses reasonably incidental thereto, including meetings by persons owning or occupying such units; provided, however, that Declarant reserves the right to use all recreational and other common areas for its reasonable sales efforts. The uses contemplated by this paragraph cannot be changed, amended, or modified without the written consent of the owners of a majority of all units.
8. PERSON TO RECEIVE SERVICE OF PROCESS. George Rountree, III, is hereby designated to receive Service of Process in any action which may be brought against or in relation to these condominium units. Said person's residence or place of business is 11 South Fifth Street, Wilmington, North Carolina, 28401, which is within the city and county in which the Property is located. The Board of Directors may change the person designated to receive

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service of process by filing the appropriate information with the office of the Register of Deeds of New Hanover County.

9. EASEMENTS. Each unit and all common areas and facilities and limited common areas and facilities are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage or other lines or other common areas and facilities, whether or not the cause of any or all of those activities originates in the unit in which the work must be performed.

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 any 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 pipes, ducts, cables, wires, conduits, public utility lines and any other common areas and facilities serving such other units and located in such unit.

The initial and subsequent Boards 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, and along and on any portion of the units, and/or common areas and facilities and limited common areas and facilities; and each unit owner hereby grants to the Board, 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.

In the event any portion of the common areas and facilities encroaches upon any unit, or any unit encroaches upon any other unit, or any unit encroaches upon the common areas and facilities, (whether the same now exists or may be caused or created by existing construction, settlement or movement of the buildings, or by permissible repairs, construction or alteration), a valid cross easement for any such encroachment, or encroachments, and maintenance of same is hereby created. The Declarant hereby reserves unto itself and its successors and assigns, and any person, firm or corporation claiming by, through or under it, the perpetual right and easement over, through, across and upon the streets or roadways shown in Exhibit "C" hereto attached, for the purpose of ingress and egress to the property described in Exhibit "B" hereto attached.

Declarant further reserves for itself, its successors and assigns an easement in and to all utility easements shown on Exhibit "C", or as otherwise granted.

10. MAINTENANCE.

A. Without limiting any insurance voluntarily carried by the Association on limited common areas and facilities, all limited common areas and facilities, as described in Paragraph 6 hereof, shall be maintained (and, if owner desires, insured) by the owner. Any replacements or substitutions of such limited common areas and facilities shall be compatible with any common areas and facilities affected thereby. The Association shall not be responsible for repairing, maintaining, or insuring such limited common areas and facilities.

- B. The owner of the dwelling unit to which a deck or decks are appurtenant shall be responsible for the upkeep, repair, and maintenance of the surface floor area and the railings of the deck. 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 acceptable to the Board. All remaining structural portions of said deck shall be considered common areas and facilities as provided for in the remaining sections of this Declaration including specifically the maintenance, repair, and upkeep of same.
- C. 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 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 may be required pursuant to the Condominium Documents or a determination by the Board or its designated agent that such failure will endanger or impair the value of the common areas and facilities of any unit, or the limited common areas and facilities belonging to another owner, 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.

11. PARTITIONING. The common areas and facilities shall not be divided nor shall any right to partition any thereof exist. Nothing herein contained, however, shall be deemed to prevent ownership of a unit by the entireties, jointly, or in common or in any other form permitted by law.

12. 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 areas and facilities 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 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 unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such unit.
- D. Assessments against unit owners by the Association made pursuant to the By-Laws shall, if not paid when due, bear interest at such rate as is determined by