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BY: ANDREA CRESWELL
ASSISTANT



2025004343
NEW HANOVER COUNTY, NC
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

NC FEE \$26.00

RETURN TO: Spirea Dr, LLC
c/o Kyle Kelsay
315 Dawson Street
Wilmington, NC 28401

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF
CAMELIA TRACE TOWNHOMES

THIS DECLARATION, made this 6 day of January, 2025, by Spirea Dr., LLC, a North Carolina Limited Liability Company, hereinafter called "Declarant" (whether one or more persons, firms, or corporations). The designation Declarant as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.)

WITNESSETH

WHEREAS, Declarant is the owner of certain property in New Hanover County, North Carolina, which is more particularly described as follows:

Tract 1:

BEGINNING at the southeast corner of Lot 39 according to a subdivision of Farm 29, Winter Park Gardens, according to a map prepared by J L Becton, C.E., in December 1927, which map is duly recorded in Book of Plots No. 2, Page No. 127 of the New Hanover County Registry, and running thence from said beginning point westwardly along the southern line of Lot 39 according to the map above referred to, 125 feet; thence northwardly and parallel with Anderson Avenue 100 feet to the northern line of Lot 33 according to the map above referred to; thence eastwardly along the northern line of said Lot 33, 125 feet to the western line of Anderson Avenue; thence southwardly along the western line of Anderson Avenue 100 feet to the point of beginning, the same being an eastern part of lots 33, 35, 37, and 39, according to the map above referred to, and the same also being a part of that property conveyed by Harry O. Thomas and

wife, to Thomas B. Wood and wife, by deed recorded June 24, 1960 in Book 638 at Page 142 of the New Hanover County Registry.

Tract 2:

Being all of Lots 48, 49, 50, 51, and 52 according to a sub-division of Farm 29, a map of which is recorded in Map Book 2, Page 127, and being the same property conveyed to a John E. Wood and wife, by deed recorded in Book 351, Page 372 all of the New Hanover County Registry.

Tax Parcel Number: R06106-003-014-000

NOW, THEREFORE, Declarant hereby declares that all of said property is to be known as "Camelia Trace Townhomes" which shall be held, sold, and conveyed subject to the terms and provisions of this Declaration, and portions of Chapter 47F of the North Carolina General Statutes, which is for the uprose of protecting the value and desirability of the property, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors, and assigns, and shall inure benefit of this owner thereof.

ARTICLE 1
DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following words and terms shall have the following meanings:

- A. Act. The North Caroline Planned Unit Development Act, Chapter 47F of the North Carolina General Statutes, portions of which shall apply to this development.
- B. Allocated Interests. The undivided interests in the Common Elements, the Common Expense liability, and in the Association allocated to each Unit.
- C. Assessment. A share of the funds required for the payment of Common Expenses that from time to time is assessed against the Unit Owner by this Declaration and/or Association.
- D. Association. The unincorporated association known as Camelia Trace Association, the entity responsible for the operation of the Townhouses development pursuant to this Declaration and the Act, which entity includes all of the Unit Owners acting as a group in accordance with this Declaration and the attached By-Laws.
- E. Board of Managers or Board. Shall mean the Officers of the Association, as defined in the attached By-Laws.
- F. By-Laws. The By-Laws for the Association as they exist from time to time.
- G. Building. All structures and improvements now or hereafter erected upon the property.

- H. Common Elements or Common Areas. These terms shall be used interchangeably to mean and refer to all portions of the Townhouse property other than the Units and their associated Limited Common Areas, as is designed on the plat of the development.
- I. Common Expenses. Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- J. Common Expense Liability. The liability for Common Expenses allocated to each Unit pursuant to the Act, this Declaration, and the By-Laws, if applicable.
- K. Townhouse Units. The real estate portions of which are designated for separate ownership and the Limited Common Areas associated with each unit.
- L. Townhouse Documents. This Declaration, the By-Laws, the Rules and Regulations, if any, and all other Exhibits attached hereto 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.
- M. Declarant. Spirea Dr., LLC and its grantees, successors, and assigns.
- N. Declaration. This Instruments as it may be from time to time amended or supplemented.
- O. Development Rights. Those rights hereby reserved by the Declarant to make additions to or to change the configuration of the Townhouse Units and to change or revise the Common Elements or Limited Common Expenses within the Townhouse development, if applicable.
- P. Limited Common Elements or Limited Common Areas (LCA). These terms shall be used interchangeably to mean and refer to those portions of the Common Elements that are allocated for the exclusive use of a particular Unit, as more specifically defined herein or on the townhouse plat. Any driveway or deck that serves only one Unit is defined as being a LCA, the use of which is limited to the Owner, Guests, Invitees, Tenants, and other users of the Unit to which it is attached.
- Q. Property or Townhome Property or Townhouse Property. The real estate described above, together with the buildings and improvements located thereon, and such additional improvements thereon as may be subsequently subjected to this Declaration by a Supplement Declaration in the manner herein provided, if applicable.
- R. Supplemental Declaration. A document filed by Declarant to correct this Declaration, or to change the configuration of the Townhouse Units, or to change or revise the Common Elements or Limited Common Elements within the Townhouse Property in the manner provided herein, if applicable.
- S. Unit or Townhouse Unit. A part of the property that is subject to private ownership as designated herein and, in the exhibits, attached to this Declaration and on the recorded plat in Map Book _____ Page _____ of the New Hanover County Registry. The term Unit and Lot may be used interchangeably.
- T. Unit Owner or Owner. A person or entity, or any combination thereof, that owns a Unit.

- U. Plat or Plans. The Plats and Plans filed with the New Hanover County Register of Deeds, including those plans or plans for the Townhouses entitled to "Camelia Trace Townhomes" being duly recorded in Map Book _____ Page ____ of the New Hanover County Registry, as the same may be amended from time to time by the unanimous consent of the Unit Owners.

ARTICLE II DESCRIPTION OF BUILDING

The Declarant is the owner of eight (8) Units located upon the Property. The Declarant hereby dedicates the aforesaid land and Units to Townhome ownership. The eight Units are designated as 4211A, 4211B, 4211C, 4211D and 4213A, 4213B, 4213C, and 4213D. The maximum number of units in this Townhouse development will be eight.

All Units have access to all of the Active Open Spaces and the Common Elements designated on the Plats and Plans recorded in the New Hanover County Registry.

Each Unit and its Limited Common Area shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Unit Owners of each Unit shall also own, as an appurtenance to the ownership of each said Unit conveyed, and undivided interest in the Common Area, set out as follows, and a one-hundred percent interest in the limited common area associated with the Unit, as shown on the said Plat, if any.

Each Unit shall own a one/eighth interest in the Common Areas.

Each Unit shall have one vote in the operation of the Townhouse.

Each Unit of 4211 (A,B,C, and D) will pay a one-fourth (1/4) share of the monthly water bill as determined by Cape Fear Public Utility Authority or any other certified municipal authority.

Each Unit of 4213 (A,B,C, and D) will pay a one-fourth (1/4) share of the monthly water bill as determined by Cape Fear Public Utility Authority or any other certified municipal authority.

ARTICLE III USE RESTRICTIONS

The use of the Property shall be in accordance with the following provisions:

- A. Each of the Units shall be occupied only for residential purposes, including residential rental purposes, and for no other purpose. No Unit may be divided or subdivided into smaller Units nor any portion thereof sold or otherwise

transferred without the consent of all Unit Owners and all applicable municipal approvals.

- B. The Common Elements, Common Areas and facilities shall be used only for the purposes for which they are intended.
- C. No use or practice shall be permitted on the Townhouse Property that reasonable could be considered the source of annoyance to other townhouse residents or interfering with the peaceful possession and proper use of the Property by the residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his/her/its Unit, Limited Common Area or of the Common Elements that will increase the rate of insurance upon the Townhouse Property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Rentals of less than the whole unit are strictly prohibited.
- D. Reasonable regulations concerning the use of the Townhouse Property may be made and amended from time to time by the unanimous consent of the Unit Owners of Camela Trace Association (hereinafter referred to as the "Association").
- E. Each Unit Owner shall maintain, repair, and replace at his or her own expense all portions of his or her Unit and associated Limited Common Area. Except as may be provided in this Declaration, each Unit Owner shall have the exclusive right and duty to maintain and repair said Owner's Unit and associated Limited Common Area. Each unit is responsible for one-eighth of the costs of maintenance and repair of the Common Areas. However, in the event the owners of one unit or their guests, invitees, tenants, or similar are responsible for damage to the common area, which causes the need for repair or replacement, that unit is responsible for the costs of such repair or replacement.
- F. No Unit Owner shall affix any object to the Common elements (including fences, flowers, trees, shrubs, or other vegetation) without first obtaining the written consent of all members of the Association.
- G. No timeshare units as defined by Chapter 93A of the North Carolina General Statutes, or any successor statute, shall be permitted with the Townhouse and no Unit may be conveyed pursuant to any such timesharing plan or scheme.
- H. No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained on any Unit, the Common Area, or any LCA, or in any dwelling except certain domestic household pets, such as may be otherwise provided by rules and regulations approved by all members of the Association. The rules and regulations may regulate, permit, or prohibit the kind and number of domestic household pets. Domestic household pets may not be raised, bred, kept or maintained for any commercial purposes. All household pets shall be kept on a leash at all times when outside the Units and animal waste must be

immediately removed. Such pets may not be permitted to run at large at any time. Owners of pets on the Property shall control excessive barking or other disturbances caused by the pets.

- I. All window coverings (i.e. curtains, blinds, draperies, shades, etc.) shall appear white from the exterior unless otherwise approved by all members of the Association.
- J. Unit owners shall not park or store any camper, trailer vehicle, or similar vehicle anywhere on the Property. No trucks shall be permitted except for standard 2-ton pickup trucks, or smaller sized trucks. All tools or other materials stored in vehicles for overnight parking shall be kept out of sight. No stripped, wrecked, or partially wrecked, or junk motor vehicle or part thereof, or any motor vehicle not displaying a current valid inspection sticker shall be permitted to be parked or kept on the property.
- K. No burning of wood, leaves, trash, garbage, or household refuse or burning as a means of clearing brush shall be permitted on the Property.
- L. Garbage and trash shall be disposed by Unit Owners in accordance with the applicable municipal ordinances.
- M. No laundry or wash shall be dried or hung outside any Unit.
- N. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Unit Owner without the prior written approval of the Association and other users of the access and utility easement.
- O. In the event that the need for maintenance, repair or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner, or by any member of a Unit Owner's family, guests, invitees, licensees, agents, occupants, users, or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner. If the Unit Owner fails to repay the expenses incurred by the Association within 30 days after notice to the Unit Owner of the amount owed, then the failure to repay shall be a default by the Unit Owner under the provisions of this Section, and such expenses shall automatically become a Default Assessment enforceable in accordance with Article IX herein.

ARTICLE IV EASEMENTS

- A. Easements over the Common Areas are hereby granted to utility providers for the purposes of installing and maintaining facilities for providing water, sewer collection, electricity, internet, cable, and similar services.
- B. An easement is hereby granted to all police, fire, ambulance, and similar persons and services, to enter upon the property in connection with performing their duties.

- C. All easements and rights described herein are easements appurtenant, and shall run with the land by whomsoever owned, and shall inure to the benefit of an be binding on the undersigned, their successors, and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE V
ENFORCEMENT

- A. The ASSOCIATION, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
- B. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

ARTICLE VI
NOTICE

The name and address of the initial process agent to receive service of process in any matters affecting the property is as follows:

Kyle Kelsay
315 Dawson Street
Wilmington, NC 28401

The process agent may be changed by recording in the New Hanover County Registry a memorandum of change signed by the record Owners of all Units.

ARTICLE VII
TAXES

Each Unit and its undivided interest in the Common Elements, Limited Common areas and facilities 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 Owner shall be liable solely for the amount of taxes against his individual Unit and Undivided Interest in the Common Elements and facilities and shall not be

affected by the consequence resulting from the tax delinquency of any other Unit Owner. Nor shall the Building, the Townhouses Property, nor any of the Common Elements and facilities be deemed to be a separate parcel for the purpose of taxation.

ARTICLE VIII INSURANCE

- A. Insurance obtained by Unit Owners. It shall be the responsibility of each Unit Owner, as such Unit Owner's expense, to maintain all fire, flood, liability, wind and hail, and extended property damage insurance on such Unit Owner's Unit and any individual property and furnishings, and to maintain public liability insurance covering such Unit Owner's Unit. IN addition, a Unit Owner may obtain such other and additional insurance coverage on and in relation to the Unit Owner's Unit as the Unit, Owner, in the Unit Owner's sole discretion, shall conclude to be desirable or reasonably obtainable.
- B. Insurance obtained by the Association. To the extent necessary or desirable, the Association shall obtain liability insurance to cover losses not insured by the policies of the Unit Owners, particularly those potentially arising from occurrences on the Common Areas.

ARTICLE IX ASSESSMENTS

- A. Assessments against Unit Owners by the Board of Managers, or by a Unit Owner who is attempting to enforce the applicable provisions against a Unit Owner who is in default under their obligations, made pursuant to this Declaration shall, if not paid when due, create a lien in favor of the Association against the Unit of the defaulting owner as provided in Chapter 47F, of the North Carolina General Statutes, and shall be collectable as provided therein.
- B. There are no initial assessments, as the Owners all units shall pay the Common Expenses of the Association as they come due. Every Common Expense shall automatically create a Special Assessment against all units for one/eighth of the expense, unless the expense would otherwise be the responsibility of only one unit, in which case it shall automatically create a Special Assessment against the applicable Unit.
- C. Each Unit shall have separate electricity, trash collection, telephone, cable, and other utility billing unless otherwise provided for in the Declaration.
- D. There may be an insurance assessment equal to the Unit's prorate share of the common area liability insurance premiums for the year, if applicable.

- E. The lien created by this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the lien of any assessment, except that the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessment against the Unit that first became due prior to such sale or transfer.

ARTICLE X
ARCHITETURAL CONTROL

- A. No Building, fence, wall or other structure or improvement shall be commenced, erected, or maintained upon the Townhouse Common Area without the unanimous consent of all Unit Owners and with all applicable municipal approvals.
- B. Each lot owner acknowledges that all impervious surface areas should remain under the specified amount listed in the drainage plan permit, DP2023051.
- C. Per the City of Wilmington's Stormwater Permit, DP2023051, no additional impervious area should be constructed, and any changes to an impervious surface must be approved by and through the county and the architectural review committee.
- D. In order for the stormwater control measure to be properly maintained to function, each lot owner acknowledges that there will not be any sediment, landscape debris, etc. be stored on the pavement surface.

ARTICLE XI
BINDING EFFECT

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

ARTICLE XII
AMENDMENTS

Except as allowed to the Declarant herein, this Declaration may only be amended by an instrument in writing executed by all the Owners of All Units of Camela Trace Townhouses and shall be effective upon the recording of such Amendment(s) in the Office of the Register of Deeds for New Hanover County.

The parties hereto may file Supplemental Declarations from time-to-time authorizing, approving, and detailing the reconfiguration, renovation, and remodeling of the Townhouses Units, Common Elements, and Common Areas. In the event of any disagreement between the owners of the Units as to what is fair, proper and appropriate and in order to prevent a stalemate which result in a detriment to all concerned parties, it is agreed that any dispute or disagreement

that cannot be settled to the satisfaction of all Unit Owners within thirty days will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association and settled in that matter.

ARTICLE XIII
THE ASSOCIATION

- A. Association Management Duties. Subject to the rights and obligations of the Owners as set forth in this Declaration and the Act, the Association shall be responsible for the maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management operation, maintenance and repair by the Association shall be part of the assessments charged under Article IX herein, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The officers of the Association will exercise for the Association all powers, duties, and authority vested in or obligated to be taken by the Association and not reserved to the members by this Declaration, the Act, or other applicable law.
- B. Common Elements. Is as specified herein and on the townhouse plat. All damage caused to a Unit or a Limited Common Element by any work on or to the Common Elements done by or for the Association shall be repaired by the Association and the cost thereof shall be a part of the Common Expenses. Otherwise, each Unit Owner shall be responsible for all maintenance, repair and replacement of the Limited Common Areas associated with their Unit.
- C. Membership. Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit. No Unit Owner, whether one or more persons, will have more than one membership per Unit owned, but all of the persons owning each Unit will be entitled to rights of membership and use and enjoyment appurtenant to such ownership.
- D. Transfer of Membership. A Unit Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of the Unit, and then only to the purchaser of his townhouse unit.
- E. Class of Membership. The Association shall have one class of voting membership, composed of all Unit Owners including Declarant.
- F. Voting Rights. Except as otherwise provided in the By-Laws, each member shall be entitled to vote in Association matters. Each Unit shall have one vote. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised by one person or

alternative persons as the Unit Owners among themselves determine. If more than one of the multiple owners is present at a meeting in person or by proxy, the vote allocated to their Unit may be cast only in accordance with the agreement of a majority in interest of the owners as evidenced by a written designation filed with the secretary of the Association. There is a majority agreement if any of the multiple owners casts the vote allocated to his Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

- G. Officers. Until the sale of the last unit, Kyle Kelsay, shall be the President. After the sale of the last unit, the then Unit Owners shall decide among themselves which shall other these offices and any others.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their Hands and Seals, this the 6 day of January, 2025

DECLARANT:

BY:  (SEAL)

MORGHAN GETTY
COLLINS
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 02/25/2025 01:28:39 PM
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12 PGS \$26.00
Real Property \$26.00
Recorder: ANDREA CRESWELL
Document No: 2025004343

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