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

APR 12 10 29 AM '85

STATE OF NORTH CAROLINA	:	
	:	DECLARATION OF COVENANTS,
	:	CONDITIONS, RESTRICTIONS AND
	:	UNIT OWNERSHIP OF
	:	COLUMBIA HAVEN
COUNTY OF NEW HANOVER	:	BEACH CONDOMINIUMS

THIS DECLARATION, made this 11th day of April, 1985, by and between HOWARD HESS AND WIFE, JOYCE HESS, hereinafter referred to as "DECLARANT"

WITNESSETH:

6 WHEREAS, DECLARANT is the owner of certain property in the Town of Wrightsville Beach, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of COLUMBIA HAVEN BEACH CONDOMINIUM as shown on the map thereof recorded in Condominium Plat Book 7, at Pages 1 through 3 of the New Hanover County Registry.

NOW, THEREFORE, DECLARANT hereby submits the above described property to unit ownership pursuant to North Carolina General Statutes Section 47A-13 and hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, uses and obligations which are for the purpose of protecting the value and desirability of 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 to the benefit of each owner thereof.

ARTICLE I

DESCRIPTION OF BUILDINGS:

The DECLARANT has constructed or will construct, upon the property described above, a two-story building, the first floor being

RETURNED TO

David Huffine^{1.}

034010

used for storage and parking, and the second floor containing three (3) units to be used for residential purposes. A plat of survey by Robert H. Goslee & Associates, a Registered Land Surveyor, showing the location of said building is hereto attached as Exhibit "A" and incorporated by reference. The building is of wood construction, and is divided into three (3) units. The Building is constructed on raised wood pilings. The three (3) units are designated on Exhibit "A" hereto attached as Units 1, 2 and 3. Unit 1 contains 5 rooms, 491 square feet of living area, and has access to all of the general common area designated on the above referenced Plat as well as access to the limited common areas so designated. Unit 2 contains 5 rooms, 678 square feet of living area and has access to all of the general common area designated on the above referenced plat as well as access to the limited common areas so designated. Unit 3 contains 5 rooms, 591 square feet of living area and has access to the limited common areas so designated. Units 1 and 2 share a common interior wall which separates the two units, as do units 2 and 3. Each unit is one story in height and is bounded as to horizontal and vertical boundaries by the interior surfaces of its perimeter walls and ceilings. In addition, each unit contains a storage room as identified by its corresponding number shown on Exhibit "A", Sheet 3, attached hereto. Said storage area is also bounded as to horizontal and vertical boundaries by the interior surfaces of its perimeter walls and ceilings. The storage area for Unit 1 contains 28 square feet. The storage area for Unit 2 contains 36 square feet. The storage area for Unit 3 contains 30 square feet.

The limited common areas are as shown on said Exhibit A, Sheets 4 and 5.

The general common areas and limited common areas and facilities are shown on Exhibit "A", sheets 1 through 5 hereto attached. Each unit owner will receive with the conveyance of his unit an undivided one-third interest in the general and limited common areas, this

interest being the approximate relation that the fair market value of the unit presently bears to the aggregate fair market value of all units.*

ARTICLE II

USE RESTRICTIONS:

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

(a) Each of the units shall be occupied only by a family, its servants, and guests, as a residence and for no other purposes. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred, but each unit may be rented by the owner thereof.

(b) The common areas and elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

(c) Each unit shall have reserved for their individual exclusive use as a limited common area the assigned parking space shown on Exhibit A, Sheet 3, said space to be subject to an easement for ingress and egress to each unit, to storage facilities, and to the common elements for unit owners. Each unit shall also have reserved for their individual exclusive use those decks shown on Exhibit A, Sheet 4.

(d) No use or practice shall be permitted on the unit property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the unit or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No single rooms may be rented.

(e) Reasonable regulations concerning the use of the unit may be made and amended from time to time by THE COLUMBIA HAVEN ASSOCIATION (hereinafter referred to as the "ASSOCIATION") in the manner provided by its By-Laws. Copies of the By-Laws and Regulations are attached hereto and incorporated herein by reference.

ARTICLE III

EASEMENTS:

Each of the unit owners shall have an easement in common with the other unit owner to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities, including but not limited to all sewer, water, gas, electricity, telephone, and cable television lines located in the other unit and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other unit to use all 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 Managers or its Designee, to enter each unit from time to time, at reasonable hours as may be necessary for the operation of the property, to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common facilities, if any, contained therein or else therein the building.

The DECLARANT hereby reserves and subjects the lands which are the subject to this Declaration to an easement of use and enjoyment by the owners and occupants of the respective units for ingress and egress to and from all of the common areas and facilities pertaining to COLUMBIA HAVEN BEACH CONDOMINIUM. Easements are also hereby created for the installation, use, maintenance, repair and replacement of all necessary public utilities, including but not limited to sewer, water lines, gas, electricity, telephone and cable television for the use of the above described property.

All easements herein created and described shall be easements appurtenant to, and shall run with the land by whomsoever owned, whether

or not the same shall be contained or referred to in any future deed or conveyance, and shall at all time inure to the benefit and be binding upon the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns.

ARTICLE IV

ENFORCEMENT:

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 herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE V

NOTICE:

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

Jill Moeller
c/o Intra Coastal Realty
Post Office Box 505
Wrightsville Beach, N.C. 28480

ARTICLE VI

TAXES:

Each individual unit and its undivided interest in the common areas and facilities described above 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 undivided interest in the common areas, limited common areas and facilities and shall not be affected by the consequence resulting from the tax

delinquency of any other unit holder. Neither the building, the property, nor any of the common areas, limited common areas and facilities shall be deemed to be a separate parcel for the purposes of taxation.

ARTICLE VII

ASSESSMENTS:

Assessments against unit owners by the Board of Managers 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 in Chapter 47A of the North Carolina General Statutes, and shall be collected as provided therein and in the By-Laws hereto attached.

ARTICLE VIII

LIENS:

All liens provided for herein shall be subordinate, and are hereby subordinated, to the lien of any first mortgage or deed of trust 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 of New Hanover County prior to recordation of the said first lien mortgage or deed of trust in the Office of the Register of Deeds of New Hanover County, North Carolina.

ARTICLE IX

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 other owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE X

AMENDMENT:

This Declaration may be amended at any time by an instrument in writing executed by the owners of all units in COLUMBIA HAVEN BEACH CONDOMINIUMS and shall be effective upon the recording of such amendment in the Office of the Register of Deeds of New Hanover County.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, all the day and year first above written.

Howard Hess (SEAL)
HOWARD HESS

Joyce M. Hess (SEAL)
JOYCE HESS

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

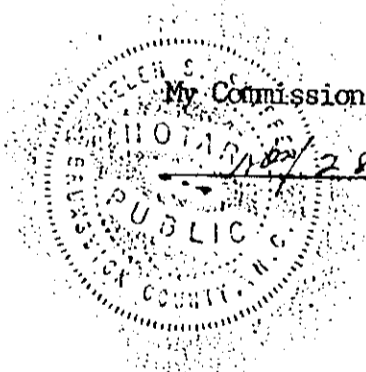
I, a Notary Public in and for the State of North Carolina, County of BRUNSWICK, hereby certify that HOWARD HESS AND WIFE, JOYCE HESS personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notarial seal, this 11th day of April, 1985.

Helen S. Skipper
NOTARY PUBLIC

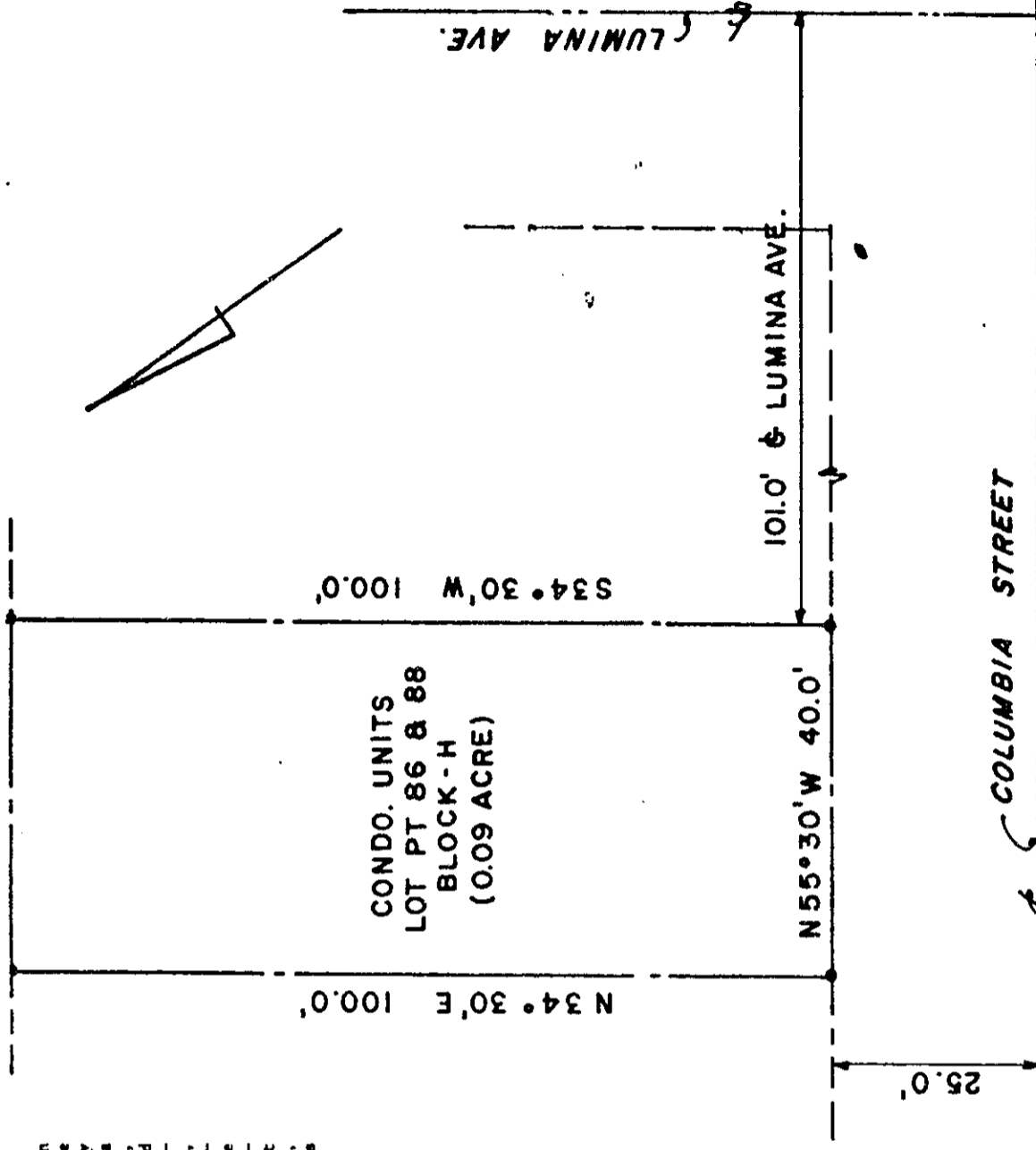
My Commission expires:

11/28/89



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
HELEN S. SKIPPER _____
A NOTARY PUBLIC _____
is certified to be correct.
This the 12 day of April 19 85

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



**COLUMBIA HAVEN
BEACH CONDOMINIUMS**
LOCATION OF COMMON ELEMENTS
LIMITED COMMON ELEMENTS AND
CONDOMINIUM UNITS.
PREPARED BY
LOUIS P. DAVIS - - - - - DRAFTSMAN
WILMINGTON, N.C.

- SURVEY -

CERTIFICATION OF ARCHITECT: The undersigned, an architect duly registered to practice under the laws of the State of North Carolina, hereby certifies that these plans entitled "Columbia Haven Beach Condominium", presented on 5 sheets, survey, plot plan and survey, two floor plans and one section sheet are an accurate copy of portions of the plans of the building as filed with, and approved by, the municipal or other governmental subdivisions having jurisdiction over the issuance of permits for construction of buildings. These plans fully and accurately depict the layout, location, ceiling and floor heights, unit numbers and dimensions of the units as built.

BALLARD, MCKIM AND SAWYER, AIA, ARCHITECTS

BY: *Robert W. Sawyer*
Robert W. Sawyer, NC Registration #831

Robert E. Goslee & Associates, certify that this map was drawn from an actual survey made by me, that the error of closure as calculated by latitudes and departures is 1:5000 and is prepared in accordance with G.S. 47-30 as amended, witness my hand and seal this 11th day of October, 1985.

Robert E. Goslee
Robert E. Goslee, E.L.S., N.C. Registration No. 1-1195, Wilmington, NC 28401

North Carolina, New Hanover County, I, Helen S. Skipper, Notary Public of the County and State aforesaid, certify that Robert E. Goslee, a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of October, 1985.

Helen S. Skipper
Helen S. Skipper, Notary, Wilmington, NC. My commission expires 28 day of October, 1987

The foregoing certificate of Helen S. Skipper, Notary Public of New Hanover County is certified to be correct.

Register of Deeds
BY: _____

This plat has been approved by the Board of Aldermen of the Town of Wrightsville Beach on _____ day of _____, 1985.

Town Clerk

LEGEND :
CONDO. UNIT _____
INDICATES BOUNDARY LINE OF CONDO. UNITS. _____
INDICATES CONDO. PROPERTY LINES. _____
INDICATES COMMON ELEMENTS & STRUCTURAL BOUNDARIES. _____
INDICATES LIMITED COMMON ELEMENTS. _____
INDICATES MUTUAL DRIVE EASEMENTS BEING AREAS & FACILITIES. _____
INDICATES "AREAS & FACILITIES" USED IN THE DECLARATION OF CONDOMINIUM & THE BY-LAWS ATTACHED THERE TO & THE UNIT OWNERSHIP ACT. _____

New Hanover County, North Carolina. Robert H. Goslee & Associates, certify that this map was drawn from an actual survey made by me, that the error of closure as calculated by latitudes and departures is 1:5000 and is prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 11th day of April, 1985.

Robert H. Goslee
Robert H. Goslee, R.L.S., N.C. Registration No. L-1195, Wilmington, NC 28401

North Carolina, New Hanover County, I. Helen S. Skipper, Notary Public of the County and State aforesaid, certify that Robert H. Goslee, a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of April, 1985.

Helen S. Skipper
Helen S. Skipper, Notary, Wilmington, NC. Commission expires 28 October, 1989

The foregoing certificate of Helen S. Skipper, Notary Public of New Hanover County is certified to be correct.

Register of Deeds
BY: _____

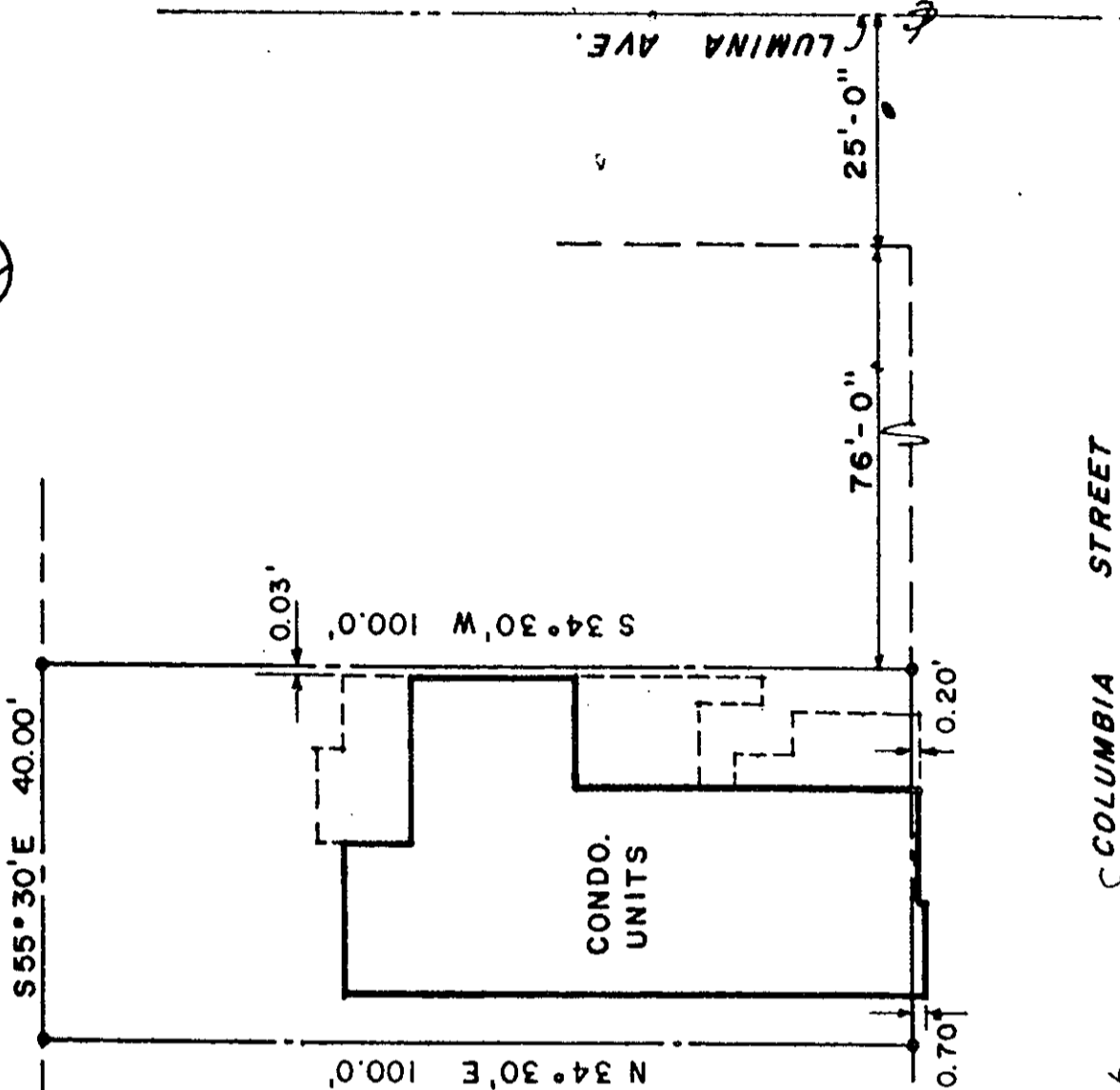
This plat has been approved by the Board of Aldermen of the Town of Wrightsville Beach on _____ day of _____, 1985.

Town Clerk

CERTIFICATION OF ARCHITECT: The undersigned, an architect duly registered to practice under the laws of the State of North Carolina, hereby certifies that these plans entitled "Columbia Haven Beach Condominiums", presented on 5 sheets, survey, plot plan and survey, two floor plans and one section sheet are an accurate copy of portions of the plans of the building as filed with, and approved by, the municipal or other governmental subdivisions having jurisdiction over the issuance of permits for construction of buildings. These plans fully and accurately depict the layout, location, ceiling and floor heights, unit numbers and dimensions of the units as built.

BALLARD, McKIM AND SAWYER, AIA, ARCHITECTS

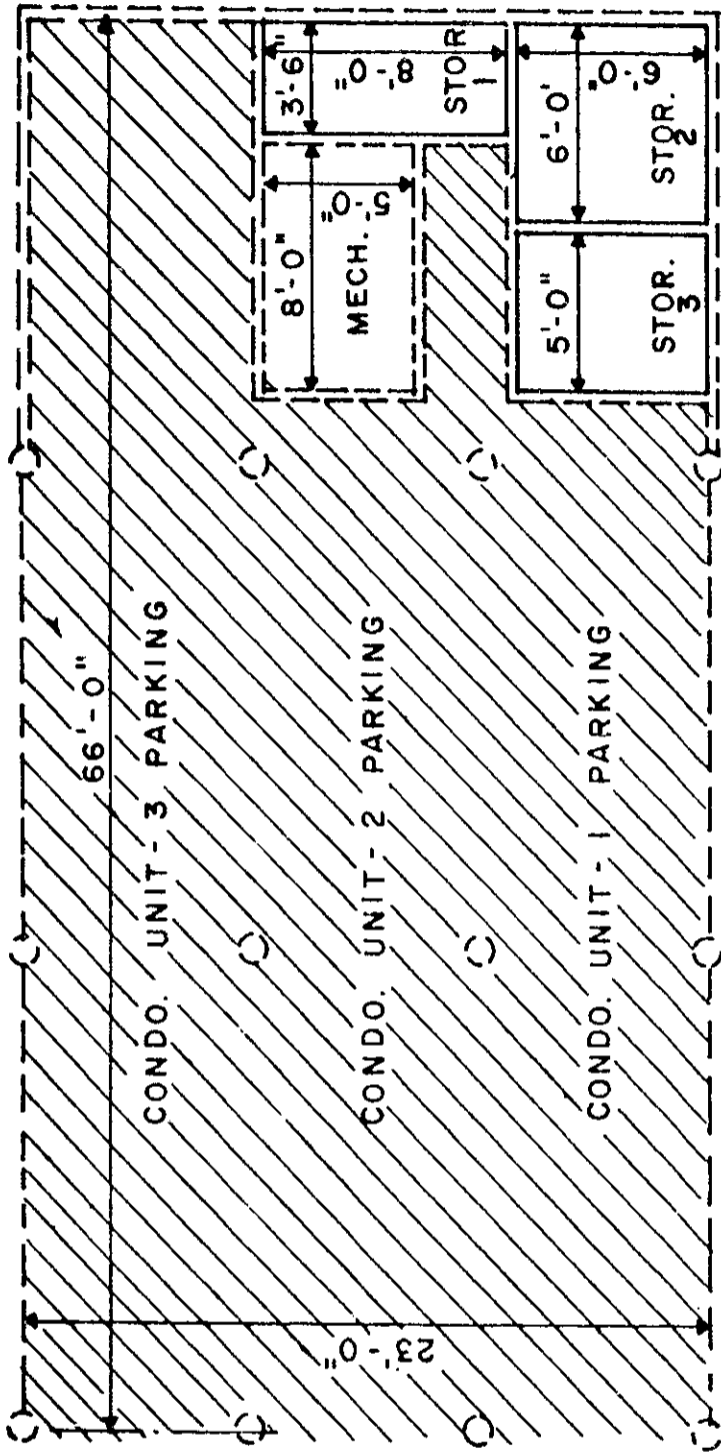
BY: *Robert W. Sawyer*
Robert W. Sawyer, NC Registration #831



LEGEND:
 CONDO. UNIT
 INDICATES "CONDOMINIUM UNIT"
 INDICATES BOUNDARY LINE OF CONDO. UNITS.
 INDICATES CONDO. PROPERTY LINES.
 INDICATES COMMON ELEMENTS & STRUCTURAL BOUNDARIES.
 INDICATES LIMITED COMMON ELEMENTS.
 INDICATES MUTUAL DRIVE EASEMENTS BEING AREAS & FACILITIES.
 INDICATES "AREAS & FACILITIES" USED IN THE DECLARATION OF CONDOMINIUM & THE BY-LAWS ATTACHED THERETO & THE UNIT OWNERSHIP ACT.

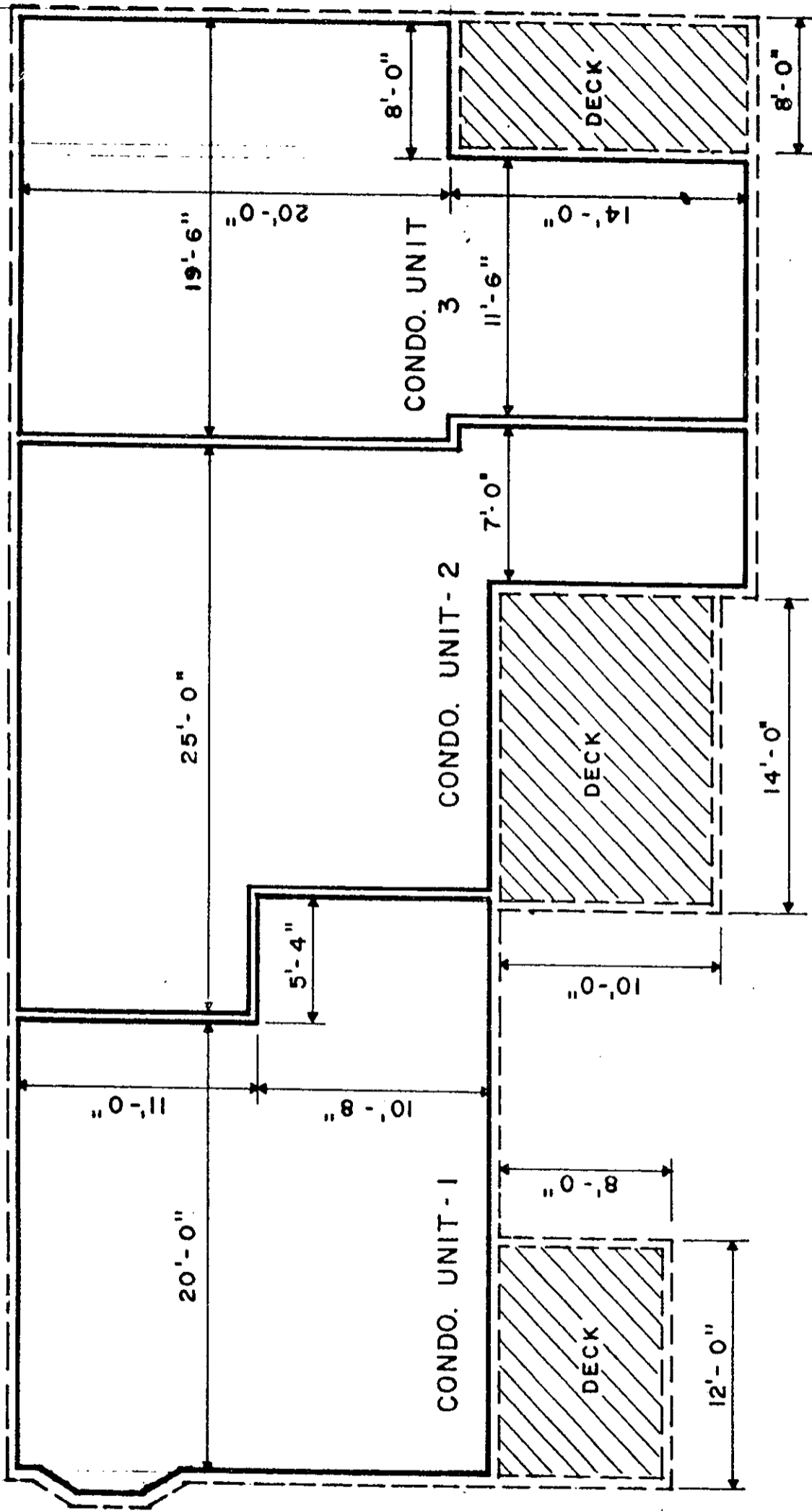
COLUMBIA HAVEN BEACH CONDOMINIUMS
 LOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND CONDOMINIUM UNITS.
 PREPARED BY
 LOUIS P. DAVIS - DRAFTSMAN
 WILMINGTON, N.C. SHT. 2 OF 5

- PLOT PLAN & SURVEY -



-FIRST FLOOR -
FIN. FLR. ELEV. 13.26'

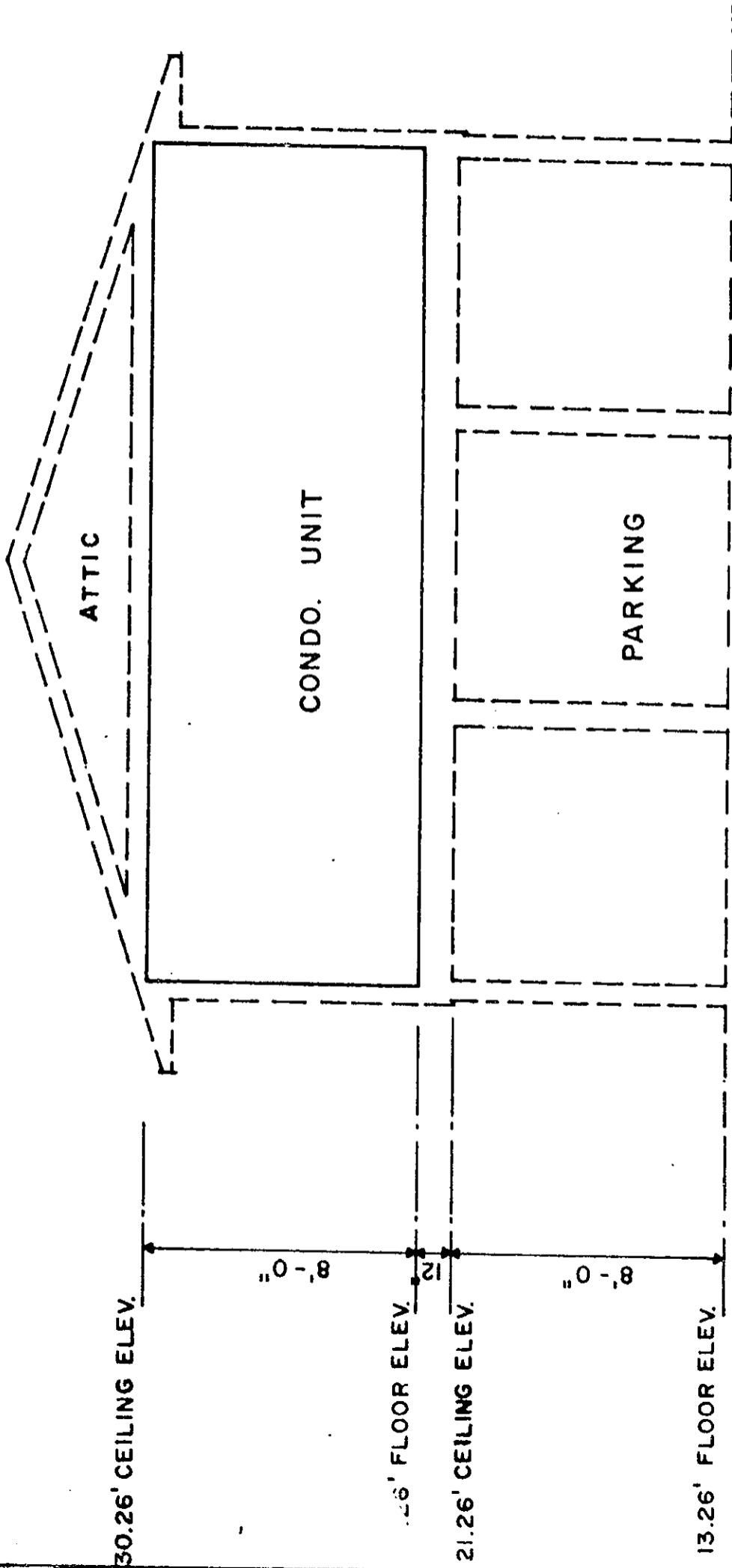
COLUMBIA HAVEN
BEACH CONDOMINIUMS
LOCATION OF COMMON ELEMENTS,
LIMITED COMMON ELEMENTS AND
CONDOMINIUM UNITS.
PREPARED BY
LOUIS P DAVIS ----- DRAFTSMAN
WILMINGTON, N.C. SHT. 3 OF 5



- SECOND FLOOR -
 FIN. FLR. ELEV. 22.26'

**COLUMBIA HAVEN
 BEACH CONDOMINIUMS**
 LOCATION OF COMMON ELEMENTS,
 LIMITED COMMON ELEMENTS AND
 CONDOMINIUM UNITS.

PREPARED BY
 LOUIS P. DAVIS - DRAFTSMAN
 WILMINGTON, N.C. SHT. 4 OF 5



- SECTION -

**COLUMBIA HAVEN
BEACH CONDOMINIUMS**
 LOCATION OF COMMON ELEMENTS,
 LIMITED COMMON ELEMENTS AND
 CONDOMINIUM UNITS.

PREPARED BY

LOUIS P. DAVIS - - - - - DRAFTSMAN
 WILMINGTON, N.C. SHT. 5 OF 5

BY-LAWS OF
COLUMBIA HAVEN ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. PLAN OF UNIT OWNERSHIP: The property located at 4 West Columbia Street, Wrightsville Beach, New Hanover County, North Carolina, hereinafter called COLUMBIA HAVEN BEACH CONDOMINIUMS has been platted and a map thereof is recorded in the Office of the Register of Deeds of New Hanover County, North Carolina in Condominium Plat Book 7, at Pages 1 through 3.

Section 2. TITLE TO UNITS: Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 3. APPLICABILITY OF BY-LAWS: The provisions of these By-Laws are applicable to COLUMBIA HAVEN BEACH CONDOMINIUMS, and its common elements and to the use and occupancy thereof. The term COLUMBIA HAVEN BEACH CONDOMINIUMS and its common elements as used herein shall include the land, the building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

Section 4. APPLICATION: All present and future owners, mortgagees, lessees, and occupants of Units and their employees and any other persons who may use the facilities in any manner are subject to these By-Laws, the Declaration and Rules and Regulations pertaining to the use and operation of the Units. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 5. OFFICE: The office of the Owners Association and of the Board of Managers shall be located at 4 West Columbia Street, Wrightsville Beach, North Carolina 28480.

ARTICLE II

BOARD OF MANAGERS

Section 1. NUMBER AND QUALIFICATION: The affairs of the Units and the Owners Association shall be managed by a Board of Managers. The Board of Managers shall be composed of three (3) persons, each of whom shall be an owner or spouse of an owner of a separate unit, or in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, shareholders, or employees of such corporations or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. POWERS AND DUTIES: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Units, Common Elements and Limited Common Elements except such powers and duties as by law or by these By-Laws may not be delegated to the Board of Managers by the unit owners. The powers and duties to be exercised by the Board of Managers shall include, but not be limited to, the following:

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- (a) Operation, care, upkeep and maintenance of the common elements;
- (b) Determination of the amounts required for operation, maintenance, and other affairs of the Units and Common Elements;
- (c) Collection of the common charges from the unit owners;
- (d) Employment and dismissal of personnel as necessary for efficient maintenance and operation;
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Units and Common Elements;
- (f) Opening of bank accounts on behalf of the Owners Association and designating the signatures required therefor;
- (g) Obtaining insurance for the Units, and Common Elements pursuant to the provisions of Article V, Section 2 hereof; and,
- (h) Making repairs, additions, and improvements to, or alterations of, the property and repairs to and restoration of the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. ELECTION AND TERM OF OFFICE: The Board of Managers shall be elected at the first annual meeting of the unit owners, the term of office of the members of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successors shall be elected to serve for a term of one (1) year. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the unit owners.

Section 4. VACANCIES: Vacancies in the Board of Managers caused by any reason shall be filled by vote of a majority of the owners of the unit to be represented at a special meeting of that unit's owners held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed.

Section 5. ORGANIZATION MEETING: The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present.

Section 6. REGULAR MEETINGS: Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 7. SPECIAL MEETINGS: Special meetings of the Board of Managers may be called by any board member on three business days' notice to each member of the Board of Managers given by mail or tele-

graph, which notice shall state the time, place and purpose of the meetings.

Section 8. WAIVER OF NOTICE: Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. QUORUM OF BOARD OF MANAGERS: At all meetings of the Board of Managers, two members thereof must attend to constitute a quorum for the transaction of business, and the votes of all of the members of the Board of Managers shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, the Board members present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 10. DEADLOCK: Any deadlock in voting shall be resolved by submitting the matter to arbitration in accordance with the Uniform Arbitration Act as set forth in the North Carolina General Statutes, Section 1-567.1 et seq.

ARTICLE III

MEETINGS OF UNIT OWNERS

Section 1. PLACE: All meetings of the unit owners shall be held at the office of the Association or such other place as may be stated in the notice.

Section 2. ANNUAL MEETINGS:

(a) The annual meetings of the unit owners shall be held at Wrightsville Beach, North Carolina, in each year commencing in 1985, provided, however, that the first annual meeting will not be held until 30 days after the earlier of (1) the sale of all Condominium Property by the Declarant; (2) notice by Declarant, or if not sooner held, the meeting shall be held on the first Friday in December, 1985. At such meeting each unit owner shall elect a member of the Board of Managers. Thereafter, the annual meetings of the unit owners shall be held on the 1st Saturday in June, of each succeeding year. At such meeting the Board of Managers shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws.

(b) Regular annual meetings subsequent to 1985 shall be held on the 1st Saturday in July of each succeeding year unless otherwise determined by the Board of Managers.

(c) All annual meetings shall be held at such hour as is determined by the Board of Managers.

(d) At the annual meeting, the members shall elect the new members of the Board of Managers and transact such other business as may properly come before the meeting.