

835



FOR REGISTRATION REGISTER OF DEEDS  
REBECCA P. SMITH  
NEW HANOVER COUNTY, NC  
2008 MAY 27 10:14:46 AM  
BK:5316 PG:2012-2020 FEE:\$35.00

INSTRUMENT # 2008022807

RETURN TO *Ned Barner*  
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

**DECLARATION OF  
PAULINE PLACE, PHASE 1**

THIS DECLARATION, made this 25 day of April, 2008, by PAULINE PLACE, LLC and N & R INVESTMENT GROUP, LLC, both being a North Carolina Limited Liability Company, hereinafter referred to as "Declarant", (whether one or more);

**WITNESSETH**

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

BEING all of Lots 1 through 4, PAULINE PLACE, Phase 1 according to the official plan as shown on a map recorded in the Registry of New Hanover County in Map Book 52 at Page 204.

NOW, THEREFORE, Declarant hereby submits the above described property (herein the "Townhome Property"), to ownership pursuant to North Carolina General Statutes 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.**

**DEFINITIONS**

A. Act. The North Carolina Planned Community Act, Chapter 47F, North Carolina General Statutes. The provisions of said Act are incorporated herein except where the same may conflict with the provisions contained herein controlling.

B. Association. The PAULINE PLACE OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, composed of the owners of townhome units in PAULINE PLACE, as the same is recorded in Book 5316, Page 2012 et. seq. of the New Hanover County Registry.

C. Board. The Board of Managers of the Association.

D. By-Laws. By-Laws of the Association which are recorded in Book 5316, Page 2021 et. seq. of the New Hanover County Registry.

E. Common Elements. Shall be used interchangeably with "common areas" and shall mean or refer to all portions of a townhome except the units; and

F. Limited Common Elements. Shall be used interchangeably with limited

common areas and shall refer to all portions of the common elements which are designated for use with a particular unit.

G. Common Expenses. The expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

H. Declarant. Declarant or "Developer" shall mean and refer to PAULINE PLACE, LLC and/or N & R INVESTMENT GROUP, LLC, their successors and assigns.

I. Development. Shall mean and refer to the whole of the planned residential development to be known as PAULINE PLACE, which shall consist of all the real property, which has been subdivided into lots shown on maps of PAULINE PLACE, Phase 1 referred to hereinabove, the common elements, plus the improvements to the common elements, as described hereinabove.

J. Lot. Shall mean and refer to any of the numbered lots on each map of property within PAULINE PLACE, Phase 1 as is recorded in the New Hanover County Registry, with the exception of the common areas.

K. Owner. shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

L. Properties. Shall mean and refer to that certain real property hereinabove described, and such phases or additions thereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

## ARTICLE II

There currently exists an Owner's Association, known as "PAULINE PLACE OWNERS ASSOCIATION, INC." for the purpose of maintaining the common areas, drainage system, streets, and entrances to and in PAULINE PLACE, all sections and phases. Every lot or townhome unit owner shall automatically become a member of the Association upon the acceptance and the recording of a Deed to any lot or townhouse unit.

(1) Membership and Voting Rights. The qualifications for membership in the Association, the manner of admission to membership in the Association, the manner of termination of such membership and the voting rights of the members of the Association shall be set forth in the Articles of Incorporation and By-Laws of the Association which are recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, in the Office of the Register of Deeds of New Hanover County, North Carolina, the provisions of said Articles being incorporated herein by reference.

(2) Assessments, Liability, Lien and Enforcement. The Association has heretofore been given the authority to administer the operation and management of the common areas and drainage system of the property, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all residential lots and townhouses in PAULINE PLACE. To properly administer the operation and management of the common areas and drainage system, the Association will incur, for the mutual benefit of all the owners of residential lots and townhome units, costs and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect assessments against the members of the Association and their residential lots and townhouse units. In furtherance of this grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the common areas and drainage system, which for the

purpose of these Articles shall be deemed to include, but not be limited to, the private streets and roads of PAULINE PLACE, A TOWNHOUSE PROJECT and all other improvements, the following shall be operative and binding upon the owners of all residential lots and townhome units.

**ARTICLE III**

**DESCRIPTION OF LOTS/UNITS.** The Declarant owns the real property for Phase 1 which Declarant has divided into four (4) lots (herein "The Townhome Units" or "The Units"), to be used for residential purposes. A plat of survey by Withers and Ravenel showing the location of said lots is recorded in Map Book 52 at Page 204, of the New Hanover County Registry and is incorporated herein by reference.

The general common elements are shown on that Plat of Survey by Withers and Ravenel recorded in Map Book 52, Page 204. Each lot owner will receive with the conveyance of his unit an undivided interest in the general common elements.

**ARTICLE IV.**

**USE RESTRICTIONS.** The use of the property shall be in accordance with the following provisions:

A. Each of the Units shall be residential or residential rental purposes only. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

B. The Common Elements shall be used for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Townhome Units.

C. No use or practice shall be permitted on the Townhome 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 Townhome Property 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.

D. Reasonable regulations concerning the use of the Townhome Property may be made and amended from time to time by PAULINE PLACE OWNERS ASSOCIATION (herein referred to as the "Association") in the manner provided by its By-Laws. Copies of the By-Laws and regulations are recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ et. seq. of the New Hanover County Registry.

**ARTICLE V.**

**EASEMENTS.** Each of the unit owners shall have an easement in common with the other unit owner to use common elements. Each unit shall be subject to an easement in favor of the owner of the other unit to use all common elements 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 elements, if any, contained therein.

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 townhome units for ingress and egress to and from all of the common elements pertaining to PAULINE PLACE. Easements are also hereby created for 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 known as PAULINE PLACE.

**ADDITIONAL EASEMENTS.** (1) Easements for installation and maintenance of utilities and drainage facilities are reserved over all lots and easements for drainage and utilities are reserved as shown and designated on the plat of said property. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by PAULINE PLACE OWNERS ASSOCIATION, except for those improvements for which a public authority or utility company is responsible.

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 times inure to the benefit and be binding upon the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns.

**WAIVER OF ENCROACHMENTS.** Each unit owner for themselves, their heirs, successors and assigns hereby waive any action or cause of action for any encroachment of any portion of any unit on to the other unit or common area.

#### **ARTICLE VI.**

**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 wise affect any of the other provisions which shall remain in full force and effect.

#### **ARTICLE VII.**

**NOTICE.** The name and address of the process agent to receive service of process in any matters affecting the property is as follows: Pauline Place, LLC, 4837 Carolina Beach Road, Unit 206, Wilmington, New Hanover County, North Carolina, 28412.

#### **ARTICLE VIII.**

**TAXES.** Each individual lot 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 lot owner shall be liable solely for the amount of taxes against his individual lot and shall not be affected by the consequence resulting from the tax delinquency of any other lot owner. Taxes on the common elements, if any, shall be the responsibility of the Association.

#### **ARTICLE IX.**

**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 47F of the North Carolina General Statutes, and shall be collected as provided therein and in the By-

Laws hereto attached. It is expressly provided, however, that in consideration of the Declarant's prior construction of the amenities and improvements on the real estate which is to constitute the common area in this development, that the DECLARANT shall be exempt from and shall not have to pay assessments on any lots owned by it within this development and all future phases, if any.

#### **ARTICLE X.**

**INSURANCE.** Each unit owner shall maintain an insurance policy insuring their respective unit; said insurance shall cover fire/hazard, wind and hail and flood (if required per the flood maps). Each owner shall provide evidence of all insurance to the association and its members.

#### **ARTICLE XI.**

**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 to the said first lien mortgage or deed of trust in the Office of the Register of Deeds of New Hanover County, North Carolina.

#### **ARTICLE XII.**

**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 XIII.**

**SUBDIVISION OF LOTS.** No lot may be subdivided, or its boundary lines changed except with the prior written consent of the DECLARANT. However, the DECLARANT hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots in order to create a modified building lot or lots, and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include but not be limited to, the relocation of easements, walkways, and right of ways to conform to the new boundaries of the replatted lots.

#### **ARTICLE XIV.**

**FUTURE DEVELOPMENT.** Declarant herein reserves the right to annex additional real property and incorporate said real property into the Development.

#### **ARTICLE XV.**

**SUBSEQUENT INVALIDATION.** Invalidation of any one of these covenants by judgments or court order shall in no way effect any of the other covenants herein, which shall remain in full force and effect.

#### **ARTICLE XVI**

**STORMWATER MANAGEMENT.** The following covenants are intended to ensure ongoing compliance with the State Management Permit Number SW8 070109 as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

The following covenants are to run with the land and be binding on all persons and parties claiming under them and may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

a. The maximum allowable built-upon area per lot is 3,466 square feet. This allotted amount includes any built-upon area constructed within the lot boundaries and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, pavement, asphalt, concrete, gravel, brick, stone, slate and coquino, walkways, or patios of brick, stone, or slate, but does not include raised, open wood decking or the water surface of swimming pools.

c. Any and all covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality;

d. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

c. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

d. All runoff on the lot must drain into the permitted system through providing roof drain gutters, which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.

e. Built-upon area in excess of the permitted amount will require a permit modification.


#### ARTICLE XVII.

**AMENDMENT.** This Declaration may be amended at any time prior to December 31, 2012 by the Declarant, at its discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of all of the members of the Homeowners Association, provided, however, no amendment shall be made to the last sentence of Article IX without unanimous consent of the Homeowners Association and the declarant/developer.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, all the day and year first above written.

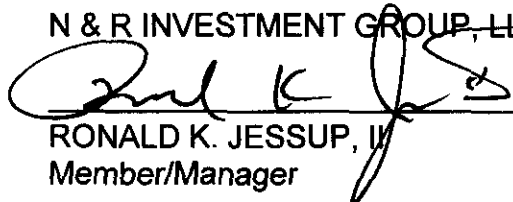
DECLARANT:

PADLINE PLACE, LLC

 (SEAL)

RONALD K. JESSUP, II  
Member/Manager

N & R INVESTMENT GROUP, LLC

 (SEAL)

RONALD K. JESSUP, II  
Member/Manager

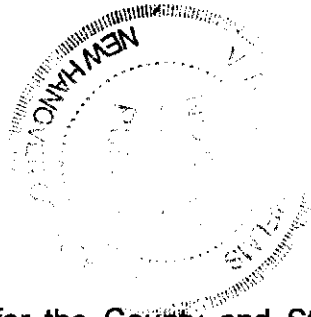
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that Ronald K. Jessup, II, being personally known to me, personally appeared before me this day and acknowledged that he is Member/Manager of Pauline Place, LLC, a limited liability company, and acknowledged on behalf of Pauline Place, LLC, the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal this the 25 day of April, 2008.

*V.A. Beury-Helms*  
NOTARY PUBLIC  
PRINTED NAME: V.A. Beury-Helms

My Commission Expires: 8/10/09



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that Ronald K. Jessup, II, being personally known to me, personally appeared before me this day and acknowledged that he is Member/Manager of N & R Investment Group, LLC, a limited liability company, and acknowledged on behalf of N & R Investment Group, LLC, the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal this the 25 day of April, 2008.

*V.A. Beury-Helms*  
NOTARY PUBLIC  
PRINTED NAME: V.A. Beury-Helms

My Commission Expires: 8/10/09

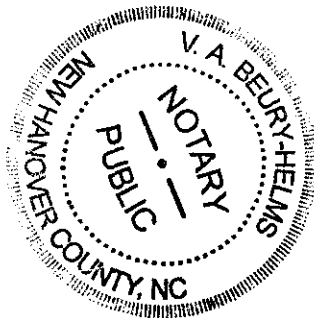


EXHIBIT A

SQUARE FOOTAGE PER TOWNHOME

LOT NO.

MAX. IMPERVIOUS AREAS (SF)

1-4

\_\_\_\_\_,square feet



REBECCA P. SMITH  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

\*\*\*\*\*  
Filed For Registration: 05/27/2008 10:14:46 AM  
Book: RE 5316 Page: 2012-2020  
Document No.: 2008022807  
DECL 9 PGS \$35.00  
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

DOCUMENT OF  
POOR QUALITY

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.  
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

**\*2008022807\***

2008022807