1335 0727

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

STATE OF NORTH CAROLINA,

COUNTY OF NEW HANOVER.

JUL 14 9 57 AM '86

SUPPLEMENTAL DECLARATION TO DECLARATION CREATING
UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF
CHAPTER 47A OF THE GENERAL STATUTES OF NORTH CAROLINA
(Recorded in Book 1308 at Page 626)

**********WRIGHTSVILLE DUNES, PHASE 3**********

THIS SUPPLEMENTAL DECLARTION made this 7th day of JULY, 1986, by FIRST WASHINGTON CORPORATION, a North Carolina corporation with its principal place of business in Wilmington, New Hanover County, North Carolina, hereinafter referred to as "DECLARANT";

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Declarant is the owner of that certain real property located in the County of New Hanover and State of North Carolina which is more particularly described on Exhibit "B" as set forth in Declaration recorded in Book 1308 at Page 626 of the New Hanover County Registry; and

WHEREAS, the Declarant is the owner of the one multi-unit building and certain other improvements, heretofore constructed upon that 1.474 acre tract described on the attached Exhibit "A" which is a part of the aforesaid property; and

WHEREAS, it is the desire and the intention of the Declarant to market, sell and convey interests in the property and the improvements thereon as a condominium project pursuant to the provisions of Chapter 47A of the North Carolina General Statutes entitled "Unit Ownership Act"; and

WHEREAS, said real property is located on North Lumina Avenue, Wrightsville Beach, North Carolina and is a portion of the real property described in Exhibit "B" of the Declaration Creating Unit Ownership of Property under the provisions of Chapter 47A of the General Statutes of the State of North Carolina (hereinafter "Declaration") establishing WRIGHTSVILLE DUNES, PHASE ONE Condominium, said Declaration being recorded in Book 1308 at Page 626 of the New Hanover County Registry. The site plan for said Phase One is attached to said Declaration as Exhibit "A" and is also recorded in Condominium Plat Book 7 at Page 166 of the New Hanover County Registry. In Article 4 of said Declaration, the Declarant reserved the right and option to add and subject to the provisions of said Declaration the property described in Exhibit "B" to the Declaration; and

WHEREAS, it is the desire and intention of the Declarant in the recordation of this Supplemental Declaration in the Office of the Register of Deeds of New Hanover County, North Carolina, to submit all of the following real property and the improvements thereto to the provisions of the said Chapter 47A and specifically to the provisions of the above referenced recorded Declaration, said property being described as follows:

13 BEING all of that property described on the attached Exhibit "A" and also shown on a map of Wrightsville Dunes Phase 3 recorded in Condominium Plat Book 7 at Page 301 thru 305 in the Office of the Register of Deeds of New Hanover County, North Carolina.

NOW, THEREFORE, THE DECLARANT DOES HEREBY DECLARE THAT ALL OF THE REAL PROPERTY DESCRIBED ABOVE, AS WELL AS ALL OF THE IMPROVEMENTS CONSTRUCTED THEREON, ARE HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING ARTICLES OF COVENANTS, CONDITIONS, RESTRICTIONS, USES, LIMITATIONS, AND OBLIGATIONS, ALL OF WHICH ARE DECLARED TO BE IN FURTHERANCE OF A PLAN FOR THE IMPROVEMENT OF SAID PROPERTY AND THE DIVISION THEREOF INTO CONDOMINIUM UNITS AND SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BURDEN AND A BENEFIT TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND ANY PERSON OR ENTITY ACQUIRING OR OWNING AN INTEREST IN THE REAL PROPERTY AND IMPROVEMENTS OR ANY SUBDIVISION THEREOF, THEIR GRANTEES, SUCCESSORS,

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HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES AND ASSIGNS.

ARTICLE I

Submission of Property

A. Pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, Section 47A-2, the Declarant does hereby submit all of the real property described on Page 1 hereof, together with all improvements thereon and described herein, to the provisions of the "Unit Ownership Act" of the State of North Carolina, which is codified as Chapter 47A of the General Statutes of the State of North Carolina.

B. In furtherance thereof, Declarant declares and affirms that the real property described on Page 1 hereof, is a portion of the real property described in Article 4 of the DECLARATION CREATING UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF CHAPTER 47A OF THE NORTH CAROLINA GENERAL STATUTES (hereinafter "Declaration") which is recorded in Book 1308 beginning at Page 626 in the Office of the Register of Deeds of New Hanover County, North Carolina, and, therefore, by virtue of the exclusive right and option belonging to the Declarant, as reserved to it in Article 4 of said Declaration, the Declarant further declares that all of the real property described on Page 1 hereof as well as all of the improvements constructed thereon, are hereby subjected to and henceforth shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to each and every provision of those Articles of Covenants, Conditions, Restrictions, Uses, Limitations and Obligations which are set forth in that recorded Declaration referred to hereinabove, except those provisions that are altered or changed for this submission as set forth hereinbelow.

Hereinbelow, Declarant has set forth those provisions of said recorded Declaration which have been changed for this submission, and has incorporated by reference those provisions which have not.

ARTICLE 2

Definitions

The definitions for the terms used in this Supplemental Declaration and used in the Articles of the said recorded Declaration (recorded in Book 1308 at Page 626) as they are applicable to this Submission of real property by incorporation herein shall be as follows:

1. The terms Condominium Unit, Association, Condominium, Singular, Plural, and Gender are defined in Article 2 of the Declaration recorded in Book 1308 at Page 626 of the New Hanover County Registry referred to hereinabove and said definitions are incorporated herein by reference. The term The Declarant shall be defined as FIRST WASHINGTON CORPORATION, its successors and/or assigns.

2. The term Declaration shall mean and refer to that DECLARATION CREATING UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF CHAPTER 47A OF THE GENERAL STATUTES OF NORTH CAROLINA which is recorded in Book 1308 at Page 626 of the New Hanover County Register of Deeds.

ARTICLE 3

IDENTIFICATION OF PROPERTY

A. LAND: The description of the land on which the building and improvements are located is set forth in Exhibit "A" of this Supplemental Declaration.

B. BUILDING: Building shall mean and refer to the one (1) multi-unit building which has been constructed upon the real property described on Exhibit "A", to be used for residential purposes as hereinafter provided. Attached hereto and made a part hereof by reference is Exhibit "C" which consists of a survey of the real property prepared by ROLAND D. WARD, R.L.S., License No. L-2728, as well as floor plans of the building prepared by Boney Architects, showing all particulars as required by law. In general, the building has three (3) full stories with lofts built on raised pilings over a concrete pad at ground level and is designated on the survey as Building "G".

Building G has a total of approximately 21,032 net square feet of heated area. Building G has been subdivided into twelve (12) condominium units. A schedule of the designation and net square feet contained in each of the twelve units is as follows:

BUILDING G:

UNIT:	SQUARE FOOTAGE
1A	2090
1B	1522
1C	1522
1D	1522
2B	1522
2C	1522
2D	1522
3A	1608
3B	1522
3C	1959
3D	3404
1E	2090

Every unit has its own separate entrance and deck. The stairways and decks serving each building are designated as limited common areas for the sole and exclusive use and enjoyment of the owners of the units served thereby, their invitees, licensees, and tenants. The Buildings have been principally constructed of wood with asphalt shingle roofing.

C. UNIT DESIGNATION: The unit designation of each condominium unit, its location, its dimensions, approximate area, common areas, limited common areas and facilities to which it has immediate access, and other data concerning its proper identification are set forth on Exhibit "C" hereinabove referred to and made a part hereof. No unit bears the same identifying number as does any other unit. Each unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings, and floors which are shown on said plans, subject to such encroachments as are contained in the Building, whether the same now exist or may be caused or created by construction, settlement, or movement of the Building, or by permissible repairs, construction or alteration.

D. COMMON AREAS AND FACILITIES:

(1) Extent: The common areas and facilities consist of all of the property described in Exhibit "A" other than the units therein as described in Exhibit "C" above, together with the property (Amenity Tracts) described in Exhibit "D" to the Declaration.

(2) Nature of Interest: Each of the unit owners in Wrightsville Dunes, Phases I, II, and III, ashall own an undivided interest in the common areas and facilities (the Common Elements) and said undivided interest, stated as a percentage of such ownership in the said common elements, is set forth in Exhibit "B" which is annexed to this Supplemental Declaration and made a part hereof.

(3) All areas of the described property not within any units shall be common areas; and all portions of any building or other improvements not included within a unit shall be a common facility. The common facilities shall include amenities such as swimming pools, tennis courts, club house as well as all installations, items and equipment for utility service to more

than one unit and shall also include tangible personal property required for the maintenance and operation of the condominium even though owned by the Association. The use of the term "common elements" in this document shall be synonymous with "common areas and facilities".

(4) Any portion of the common areas which is designated "limited common area" shall be owned as set forth in Paragraph (3) (d) (2) above. However, the use of the "limited common area" shall be limited to the owners of the units served thereby.

ARTICLE 4

PLAN OF DEVELOPMENT AND SCOPE OF DECLARATION

The name by which this condominium project shall henceforth be known as is WRIGHTSVILLE DUNES, Phase 3. First Washington Corporation has caused to be constructed upon the real property described in Exhibit "A" one multi-unit building, containing twelve (12) units as well as the common areas and facilities of both the building and the real property, all as defined hereinabove and as shown upon the plans contained in Exhibit "C" attached hereto and made a part hereof by reference. The units together with their privileges and appurtenances, shall be offered for sale to the public by First Washington Corporation or its assigns, as residential condominium units pursuant to the provisions of Chapter 47A of the General Statutes of the State of North Carolina, subject to the covenants, conditions, restrictions and obligations stated in the Articles of this Supplemental Declaration, the original Declaration, as supplemented, the Articles of Incorporation of the Association, its duly adopted By-Laws and its Rules and Regulations.

First Washington Corporation, by this Supplemental Declaration, submits only the real property described in Exhibit "A" attached hereto, together with the improvements thereon, to the Act and hereinafter this submission shall be referred to as "WRIGHTSVILLE DUNES, PHASE 3". Nevertheless, First Washington Corporation, for itself, its successors and/or assigns hereby reserves the exclusive right and option, but not the obligation, to add to or expand the property subject to the Declaration by the addition of all or any portion or portions of the real property described on Exhibit "B" to the Declaration in one or more additional phases of WRIGHTSVILLE DUNES upon the following terms and in the following manner:

A. Any addition of real property subject to the Declaration, if any, shall occur only by the registration in the Office of the Register of Deeds of New Hanover County, North Carolina, of one or more supplements to the Declaration, which shall be executed by the Declarant and/or its assigns. The addition to or expansion of the real property subject to the Declaration shall be at the sole discretion of the Declarant without consultation with or consent of any unit owner. Every unit owner in WRIGHTSVILLE DUNES, all phases, by accepting a deed for a unit therein, shall be deemed to have agreed for himself, his heirs, devisees, successors and assigns, to such addition to or expansion of the property subject to the Declaration in accordance with the provisions of this Article; and

B. The right and option as described hereinabove shall terminate on the 31st day of December, 1991; and

C. In the event the Declarant adds to the real property subject to the Declaration <u>all</u> of the real property described in said Exhibit "B", the Declarant covenants and agrees that no more than a total of fifty-two (52) units will be added to the fifty-four (54) units in WRIGHTSVILLE DUNES, Phase I,II and 3 and

D. The Declarant covenants and agrees that all buildings containing units built upon the real property which may be subjected to the Declaration under this Article shall consist of not more than three (3) stories with lofts and shall be

constructed on pilings situated above finished grade and shall be constructed with materials like or substantially similar to those used in WRIGHTSVILLE DUNES, Phases I, II and 3 and in conformance with and compliance with the approved Plan of Development for WRIGHTSVILLE DUNES as approved by the Town of Wrightsville Beach; and

E. It is understood and declared that the undivided fractional or percentage interest owned by each unit owner of units in WRIGHTSVILLE DUNES, Phase I, Phase II, and Phase 3 is as stated in Exhibit "B" hereunder. 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 the Declaration and the jurisdiction of the Association, then consequently the fractional or percentage interest owned by each unit owner of units in WRIGHTSVILLE DUNES, all phases, in the expanded common areas and facilities of WRIGHTSVILLE DUNES, all phases, shall necessarily have to change from that as established in Exhibit "B" hereunder. 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 the Declaration, pursuant to this Article, then every unit owner of units in WRIGHTSVILLE DUNES, 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 WRIGHTSVILLE DUNES, 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 WRIGHTSVILLE DUNES, all phases, to be appurtenant to additional units of WRIGHTSVILLE DUNES 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 in any supplement to the Declaration required to be executed and recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in order to expand or add to the property subject to the 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 WRIGHTSVILLE DUNES, 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 the 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.

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

ARTICLE 5

THE NATURE AND INCIDENTS OF UNIT OWNERSHIP

A. Each unit shall be conveyed and treated as an individual real property capable of independent use and fee simple ownership, and the owner of each unit shall also own, as an appurtenance to the ownership of each said unit, an undivided interest in the common areas and facilities of WRIGHTSVILLE DUNES, Phases I, II and 3 and future phases, if any. The undivided interest in the common areas and facilities of WRIGHTSVILLE DUNES, Phases I, II and 3, appurtenant to each of the fifty-four (54) units of WRIGHTSVILLE DUNES, Phases I, II and 3 is set forth on Exhibit "B" attached.

The proportional interest in the common areas and facilities that is appurtenant to each unit has been determined in a manner consistent with the Act.

B. No unit may be divided or subdivided into a smaller unit or units than as shown on Exhibit "C" hereto, nor shall any unit or portion thereof be added to or incorporated into any other unit unless written approval is first obtained from the Board of Directors of the Association. The undivided interest in the common areas and facilities declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said unit, and the undivided interest in common areas and facilities appurtenant to each unit shall be deemed conveyed, devised, encumbered, or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such unit. Any conveyance, mortgage, or other instrument which purports to grant any right, interest or lien in, to or upon a unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a unit and its appurtenant undivided interest in common areas and facilities, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire unit. Any instrument, conveying, devising, encumbering, or otherwise dealing with any unit, which describes said unit by the letter/numerical designation assigned thereto in Exhibit "C" without limitation or exception shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common areas and facilities. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common areas and facilities by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety. However, time-sharing marketing of a unit is expressly prohibited.

C. The common areas and facilities (including all amenities) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in WRIGHTSVILLE DUNES, Phases I, II, and III, for their use and the use of their immediate families, guests, or invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of units. Notwithstanding anything above provided in this Article, the Association shall have the exclusive right to establish the rules and regulations pursuant to which the owner of any unit, his family, guests or invitees, may be entitled to use the common areas and facilities, including the right to establish regulations concerning the use of the pool and tennis courts.

ARTICLE 6

Incorporation

The terms and provisions of Articles 6, 7, 8, 9, 10, and 11 of the Declaration are hereby adopted in their entirety and incorporated herein by reference.

ARTICLE 12

MANAGEMENT AND MAINTENANCE

A. MANAGER: The Association may enter into a contract with a Management Company or Manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, any such contract may not exceed three (3) years in duration and such agreement must provide for termination by either party without cause and without payment of a termination fee upon 90 days' or less written notice. All the powers and duties of the Association necessary or convenient for such maintenance and management may be delegated to and vested in the Manager by the Board of Directors, except such as are specifically required by the Declaration, the By-Laws or the Unit Ownership Act, to have the approval of the Board of Directors of the Association. The Manager is hereby further authorized to recommend the annual budget, and, upon approval thereof by the Board of Directors, make assessments for common expenses, and collect such assessments in the manner provided for in the Declaration and the By-Laws, subject always to the supervision and right of approval of the Board of Directors.

B. OWNER'S MAINTENANCE:

(1) Each unit owner agrees as follows:

(a) To maintain in good condition and repair his unit and all interior surfaces within his unit (such as walls, ceilings, and floors) which are not common elements or exterior surfaces, the maintenance of which shall be the responsibility of the Association and assessable to all the unit owners as a common expense.

(b) Not to make or cause to be made any structural addition to the common elements without the prior written consent of the Association.

(c) To make no alteration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements.

(d) To permit the Board of Directors or the Manager, or the agents or employees of the Association, to enter with notice at any reasonable hour of the day, for the purpose of maintenance, inspection, repair, replacement of improvements within the unit or the common elements, or to enter without notice in the case of emergency, threatening any unit(s) or the common elements or to determine compliance with the provisions of the Declaration, the By-Laws, or the Rules and Regulations promulgated thereunder.

(2) In the event a unit owner fails to maintain the unit as required herein or makes any structural addition or alteration to the common areas without the required written consent of the Board of Directors, or fails to permit entrance to the Board or the Manager as required above, the Manager on behalf of the Board of Directors or Association, or the Board on its own behalf, shall have the right to proceed either at law or in equity for whatever appropriate remedy the circumstances require. In lieu thereof and/or in addition to this remedy, the Association, through the Board of Directors, shall have the right and power to levy an assessment against the owner of the unit and the unit itself for such necessary sums to remove any unauthorized structure or alteration and to restore the property to its former condition. The Association and/or the Board of Directors on its behalf, shall have the further right and power to have its employees or agents, or any subcontractor appointed by it, enter the unit at any and all reasonable times, to do such work as is deemed necessary by the Board to enforce compliance with the provisions hereof.

C. LIMITATION OF LIABILITY: Notwithstanding the duty of the Association to maintain and repair parts of the condominium

property, the Association shall not be liable to unit owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

ARTICLE 13

ASSESSMENTS

The common expenses shall be assessed against each unit owner as provided for in Paragraph 11 above. Assessments which are unpaid for over thirty (30) days after due date shall bear the maximum interest allowed by law, (but not to exceed the monthly rate of one and one-half percent (1-1/2%) from the due date until such unpaid assessment is paid in full.

Unit owners shall be subject to assessment by the Board of Directors upon acquiring title to their unit. The Declarant shall not be liable for assessments for unsold units until one hundred twenty (120) days after conveyance of title to the first unit sold in each phase of WRIGHTSVILLE DUNES.

In addition to the usual monthly assessment, Unit Owners shall be subject to pay a one time initial assessment upon acquiring title to their unit from Declarant equal to twice the standard monthly assessment in order to fund contingent or unascertained expenses of the Association during initial phases of operation.

Any sum assessed remaining unpaid for more than thirty (30) days shall constitute a lien upon the delinquent unit or units when filed of record in the Office of the Clerk of Superior Court of New Hanover County in the manner provided for by Article 8 of Chapter 44 of the General Statutes of North Carolina as amended. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Manager or the Board of Directors incident to the collection of such assessment or the enforcement of such lien. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Manager or Board of Directors shall be entitled to the appointment of a receiver to collect the same. Any Purchaser who obtains title to a condominium unit at a sale held to foreclose a lien for assessments pursuant to this Paragraph shall not be responsible for the payment of any monthly assessment due prior to the time of his taking of title. Any holder of a first lien deed of trust on a unit, upon request, will be entitled to written notification from the Association of any default in the performance by an individual owner-borrower of any obligation under the Condominium Declaration and By-Laws not cured within sixty (60) days.

ARTICLE 14

Incorporation

The terms and provisions of Articles 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of the Declaration are hereby adopted in their entirety and incorporated herein by reference.

ARTICLE 24

Rights reserved unto Institutional Lenders

"Institutional Lenders" or "Institutional Lender" as the terms are used herein shall mean and refer to banks, savings and loan associations, insurance companies, or other reputable mortgage lenders. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Condominium Unit or Units, or shall be the owner of any Condominium Unit or Units, such Institutional Lender or Institutional Lender shall have the following rights, to-wit:

A. To approve the company or companies with whom casualty insurance is placed.

B. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, prepared by an Accountant designated by the Association, such Financial Statement and Report to be furnished by April 15 of each calendar year.

Upon written request of the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days.

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders.

E. The call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

ARTICLE 25

SERVICE OF PROCESS

W. Talmage Jones is hereby designated to receive Service of Process in any action which may be brought against or in relation to this condominium development and/or the Association. Said person's address is 101 S. Third St., P. O. Drawer 2178, Wilmington, N. C. 28402, which is within the County in which the development is located. The Board of Directors of WRIGHTSVILLE DUNES H.O.A. INC. may revoke the appointment of such agent and appoint a successor, all pursuant to the By-Laws of the Association.

IN WITNESS WHEREOF, FIRST WASHINGTON CORPORATION has caused this instrument to be signed in its name by its proper corporate officers and its corporate seal to be hereto affixed all by authority of its Board of Directors duly given and granted, all on the day and year first hereinabove written.

ATTEST: _____ Secretary

FIRST WASHINGTON CORPORATION

BY: _____ President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA,

COUNTY OF NEW HANOVER.

I, Nancy D. Lee, a Notary Public in and for the said County and State, hereby certify that David W. Coker personally came before me this day and acknowledged that he is Secretary of FIRST WASHINGTON CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was duly signed in its name by its President, sealed

with its corporate seal and attested by Him as its ~~Asst.~~ Secretary.

WITNESS my hand and seal, this the 7th day of July, 1986.

Naomi D. Lee
NOTARY PUBLIC

My commission expires: 4/4/88

SEAL

NOTARY PUBLIC
NEW HANOVER COUNTY, N.C.

BOOK PAGE

1335 0737

CONSENT OF TRUSTEE AND BENEFICIARY/MORTGAGEE

FREDERICK WILLETTS, III, Trustee, and COOPERATIVE SAVINGS & LOAN ASSOCIATION, a banking association, Mortgagee, execute this Consent of Trustee and Beneficiary/Mortgagee for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in the property known as WRIGHTSVILLE DUNES, PHASE 3, and shown on a map of said property recorded in Condominium Plat Book 7 at Page 301 thru 305 of the New Hanover County Registry, that they have, or either of them has, or may have, by virtue of that deed of trust recorded in Book 1319 at Page 835 of the New Hanover County Registry to said Supplemental Declaration of Covenants, Conditions and Restrictions for WRIGHTSVILLE DUNES, PHASE 3 and every provision thereof, said Supplemental Declaration being recorded in Book 1335 at Page 727 of the New Hanover County Registry, and to the jurisdiction of WRIGHTSVILLE DUNES H.O.A., INC. as the same may be amended from time to time.

IN WITNESS WHEREOF, FREDERICK WILLETTS, III, TRUSTEE, has hereunto set his hand and seal, COOPERATIVE SAVINGS & LOAN ASSOCIATION has caused this CONSENT to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed all by authority of its Boards of Director all on this the 7th day of July, 1986.

Frederick Willetts III (SEAL)
FREDERICK WILLETTS, III, TRUSTEE

ATTEST:

COOPERATIVE SAVINGS & LOAN ASSOCIATION

BY: Frederick Willetts Jr.
President

Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

PERSONALLY APPEARED before me, Hanni D. Lee, a Notary Public in and for the said County and State, FREDERICK WILLETTS, III, TRUSTEE, who acknowledged the due execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and notarial seal, this 7th day of July, 1986.

Hanni D. Lee
NOTARY PUBLIC

My commission expires:
9/14/86
(SEAL)

STATE OF NORTH CAROLINA,

COUNTY OF NEW HANOVER.

I, Hanni D. Lee, a Notary Public in and for the State and County aforesaid, do hereby certify that Daniel D. Elko personally appeared before me this day and acknowledged that he is ____ Secretary of COOPERATIVE SAVINGS & LOAN ASSOCIATION, a banking Corporation, and that by

authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____President, sealed with its corporate seal and attested by its _____ Secretary.

WITNESS my hand and notarial seal, this 7th day of July, 1986.

Harmi D. Lee
NOTARY PUBLIC

My commission expires:

4/4/88

SEAL
NOTARY PUBLIC
HARMI D. LEE
NEW HANOVER COUNTY, N.C.

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Harmi D. Lee, A Notary Public
_____
is certified to be correct.
This the 14 day of July 19 86

Rebecca P. Tucker, Register of Deeds
By Phyllis Cox
Deputy

BOOK PAGE

1335 0739

AS BUILT VERIFICATION

I, PAUL DAVID BONEY, a North Carolina Registered Architect, being duly sworn, do hereby certify that the plans being filed simultaneously with this Declaration of Condominium fully depict the layout, ceiling and floor elevations, unit numbers and dimensions of the units as built.

WITNESS my hand and seal this 7 day of July, 1986.

PAUL DAVID BONEY

SWORN TO AND SUBSCRIBED before me, this _____ day of July, 1986.

NOTARY PUBLIC

NOTARY PUBLIC NEW HANOVER COUNTY, N. C.

My commission expires:
7-19-89

(SEAL)

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of
Sue Boney Ives, a Notary Public
is certified to be correct.
This the 14th day of July 1986

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

EXHIBIT "A"

BEGINNING at a point in the eastern right of way line of North Lumina Avenue Extension, said point being located South 36 deg. 29 min. 49 sec. West 238.85 feet from a concrete control monument, said monument being in the eastern right of way line of North Lumina Avenue Extension and being the northwest corner of Tract 16, North Shell Island Subdivision, Book 25 at Page 20, New Hanover County Registry; thence from said point of beginning South 54 deg. 42 min. 00 sec. East 21.15 feet to a point; thence North 66 deg. 45 min. 56 sec. East 56.84 feet to a point; thence South 48 deg. 33 min. 18 sec. East 266.92 feet to a point; thence South 34 deg. 08 min. 45 sec. West 200.0 feet to a point; thence North 48 deg. 33 min. 18 sec. West 248.0 feet to a point; thence South 80 deg. 11 min. 42 sec. West 54.0 feet to a point; thence North 47 deg. 52 min. 37 sec. West 43.22 feet to a point in the eastern right of way line of North Lumina Avenue Extension; thence North 123.87 feet along the arc of a curve, having a radius of 1040.20 feet to a point in the eastern right of way of North Lumina Avenue Extension; thence North 35 deg. 18 min. 00 sec. East 63.04 feet to a point in the eastern right of way of North Lumina Avenue Extension, said point being the point of BEGINNING, containing 1.474 acres, more or less.

EXHIBIT "B"

PERCENTAGES OF OWNERSHIP

BUILDING H:	Percentage of Ownership:
FIRST FLOOR	
Unit 1-A	.023
Unit 1-B	.018
Unit 1-C	.018
Unit 1-D	.018
Unit 1-E	.018
Unit 1-F	.023
SECOND FLOOR	
Unit 2-B	.018
Unit 2-C	.018
Unit 2-D	.018
Unit 2-E	.018
THIRD FLOOR	
Unit 3-A	.019
Unit 3-B	.018
Unit 3-C	.018
Unit 3-D	.018
Unit 3-E	.018
Unit 3-F	.019
BUILDING C:	
Unit C-1	.023
Unit C-2	.019
Unit C-3	.018
Unit C-4	.018
Unit C-5	.018
Unit C-6	.018
Unit C-7	.018
Unit C-8	.018
Unit C-9	.018
Unit C-10	.018
Unit C-11	.018
Unit C-12	.023
Unit C-13	.019
BUILDING D:	
Unit D-1	.023
Unit D-2	.019
Unit D-3	.018
Unit D-4	.018
Unit D-5	.018
Unit D-6	.018
Unit D-7	.018
Unit D-8	.018
Unit D-9	.018
Unit D-10	.018
Unit D-11	.018
Unit D-12	.023
Unit D-13	.019
BUILDING G:	
Unit 1A	.025
Unit 1B	.018
Unit 1C	.018
Unit 1D	.018
Unit 2B	.018
Unit 2C	.018

Unit 2D	.018
Unit 3A	.019
Unit 3B	.018
Unit 3C	.023
Unit 3D	.041
Unit 1E	.025

WRIGHTSVILLE DUNES PHASE 3

2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.

EXHIBIT C

boney

BUILDING G

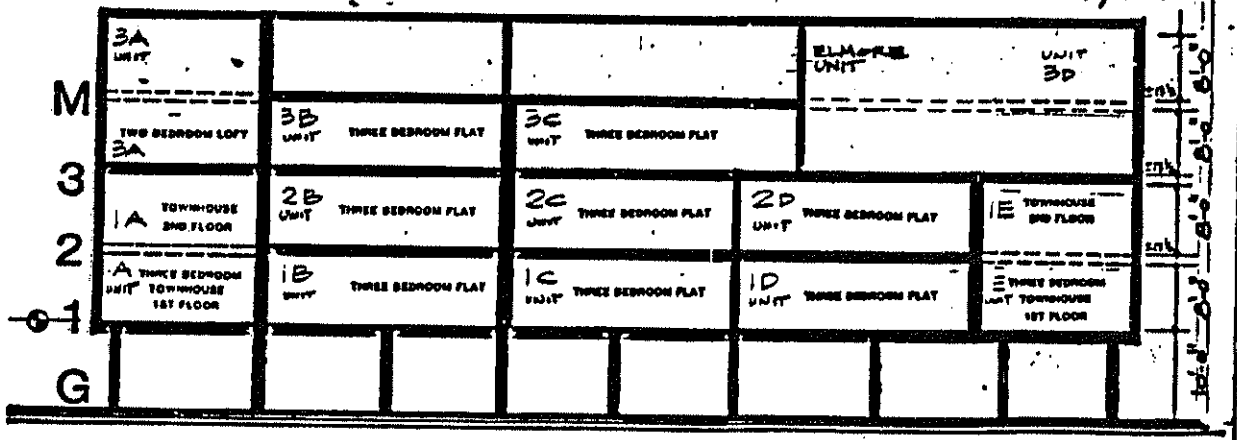
1 JULY 1986

BOOK 1335 PAGE 0743

CROSS SECTION

INDICATES BOUNDARY LINE OF UNITS
INDICATES COMMON AREAS & STRUCTURAL BOUNDARIES & LIMITED COMMON AREAS & FACILITIES
UNIT INDICATES CONDOMINIUM
1A 1B 1C 1D 1E
2B 2C 2D
3A 3B 3C 3D

1ST FLOOR TOTAL HEATED	6482	SQ FT
2ND FLOOR TOTAL HEATED	6482	SQ FT
3RD FLOOR TOTAL HEATED	7078	SQ FT
MEZZ	990	SQ FT
TOTAL HEATED	21,032	SQ FT
PARKING AREA GROUND FLOOR	6491	SQ FT
1ST FLOOR COMMON AREA	1947	SQ FT
2ND FLOOR COMMON AREA	1947	SQ FT
3RD FLOOR COMMON AREA	1613	SQ FT
TOTAL COMMON AREA	11,988	SQ FT



boney architects

PAUL DAVIS BONEY JR. REGISTERED ARCHITECT 3949 NORTH CAROLINA WILMINGTON, N.C.

BONEY ARCHITECTS, INC. REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 235 NORTH CAROLINA WILMINGTON, NORTH CAROLINA

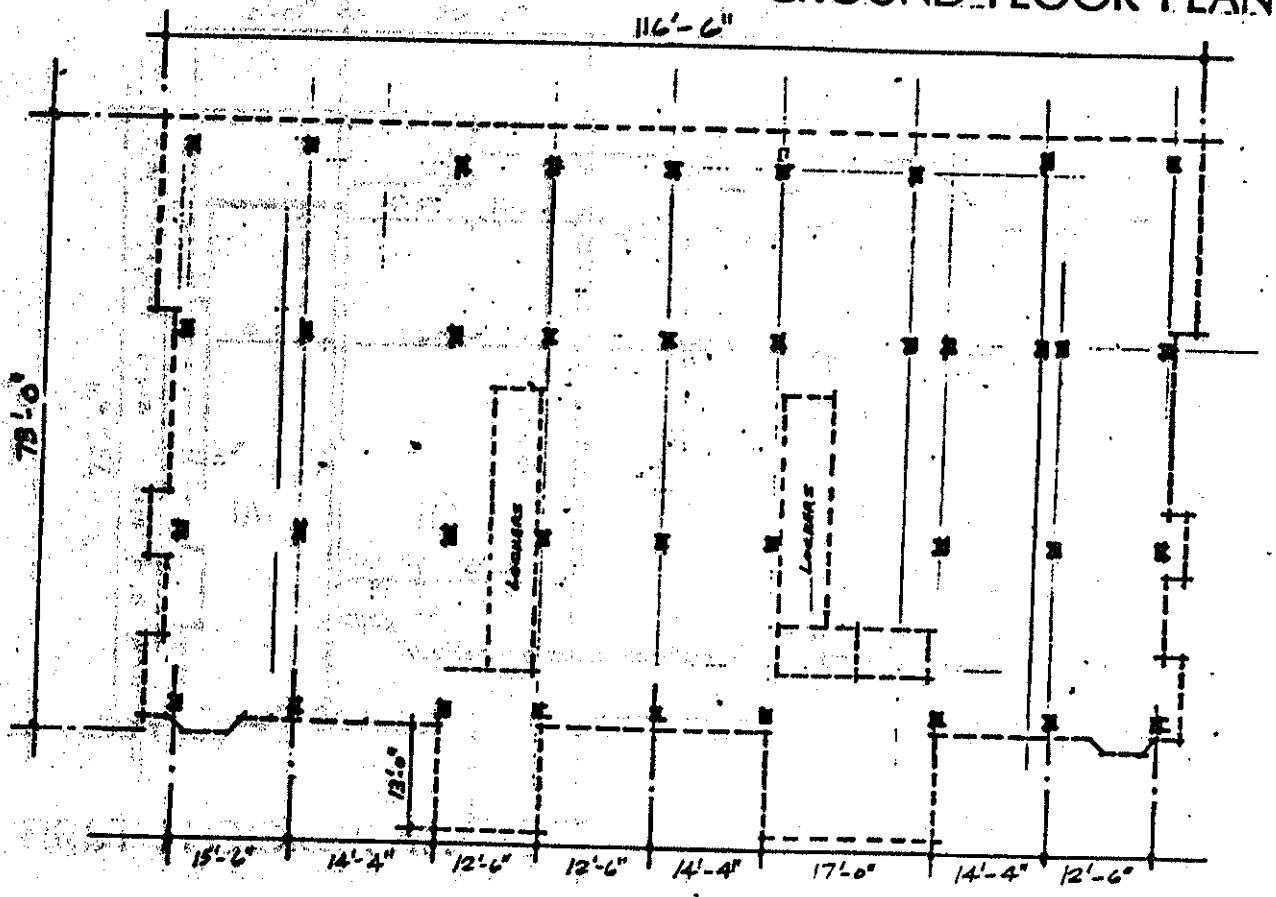
WRIGHTSVILLE DUNES

PHASE 3

EXHIBIT C

2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.

GROUND FLOOR PLAN



BUILDING G

TOWN HOUSE UNIT 2090 SQ FT
1A, 1E

FLAT UNIT 1522 SQ FT
1B 1C 1D 2B 2C 2D 3B

LOFT UNIT 1A 1608 SQ FT

MATT UNIT 3C 1757 SQ FT
ELEVATOR UNIT 3D
3404 SQ FT

BOOK 1335 PAGE 0744

1 JULY 1986

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REGISTERED ARCHITECT
NORTH CAROLINA
WILMINGTON, N. C.

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REGISTERED CORPORATION
CERT. NO. 235
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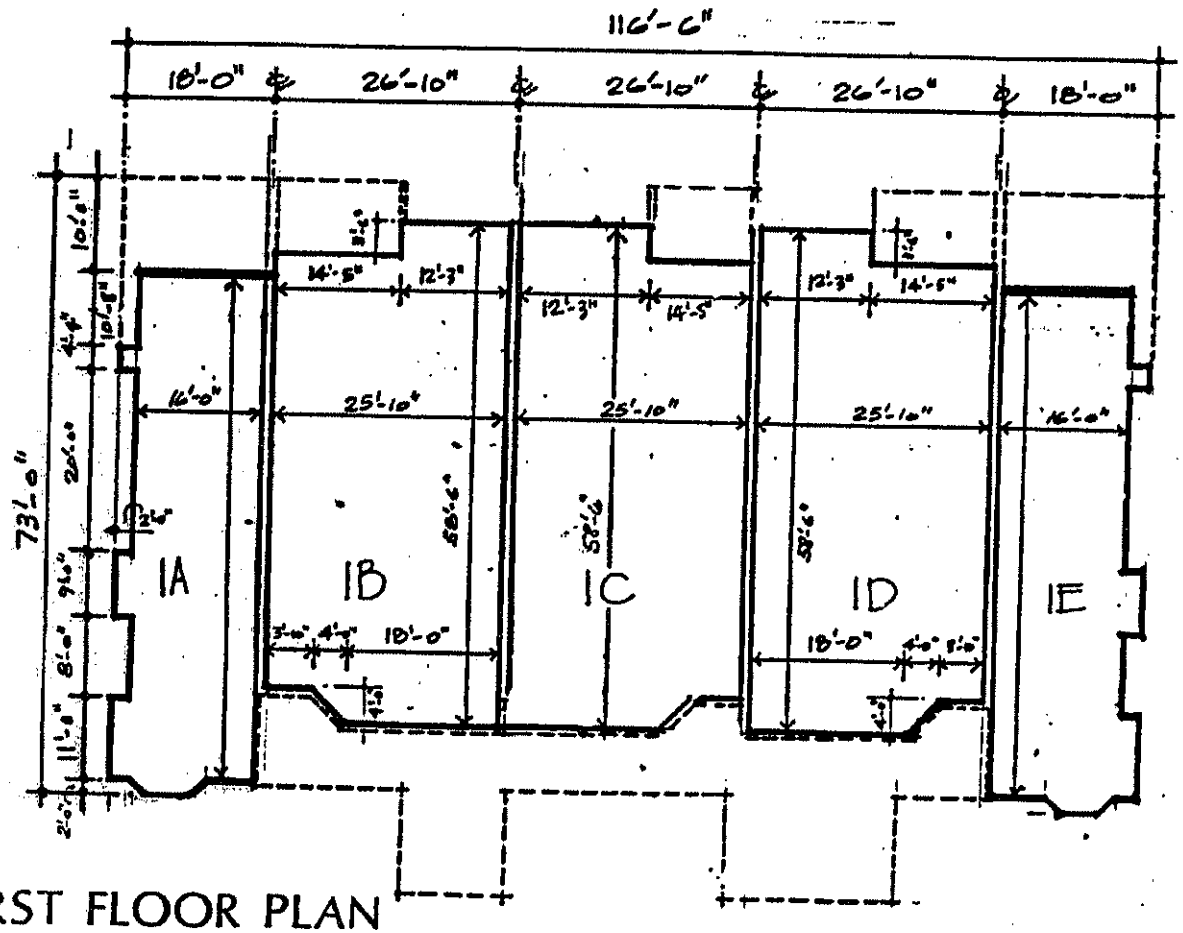
2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.

BUILDING G

1 JULY 1986

BOOK 1335 PAGE 0745



FIRST FLOOR PLAN

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REGISTERED ARCHITECT
3949
NORTH CAROLINA
WILMINGTON, N. C.

BONEY ARCHITECTS, INC.
REGISTERED ARCHITECTURAL CORPORATION
CERT. NO. 235
NORTH CAROLINA
WILMINGTON, N. C.

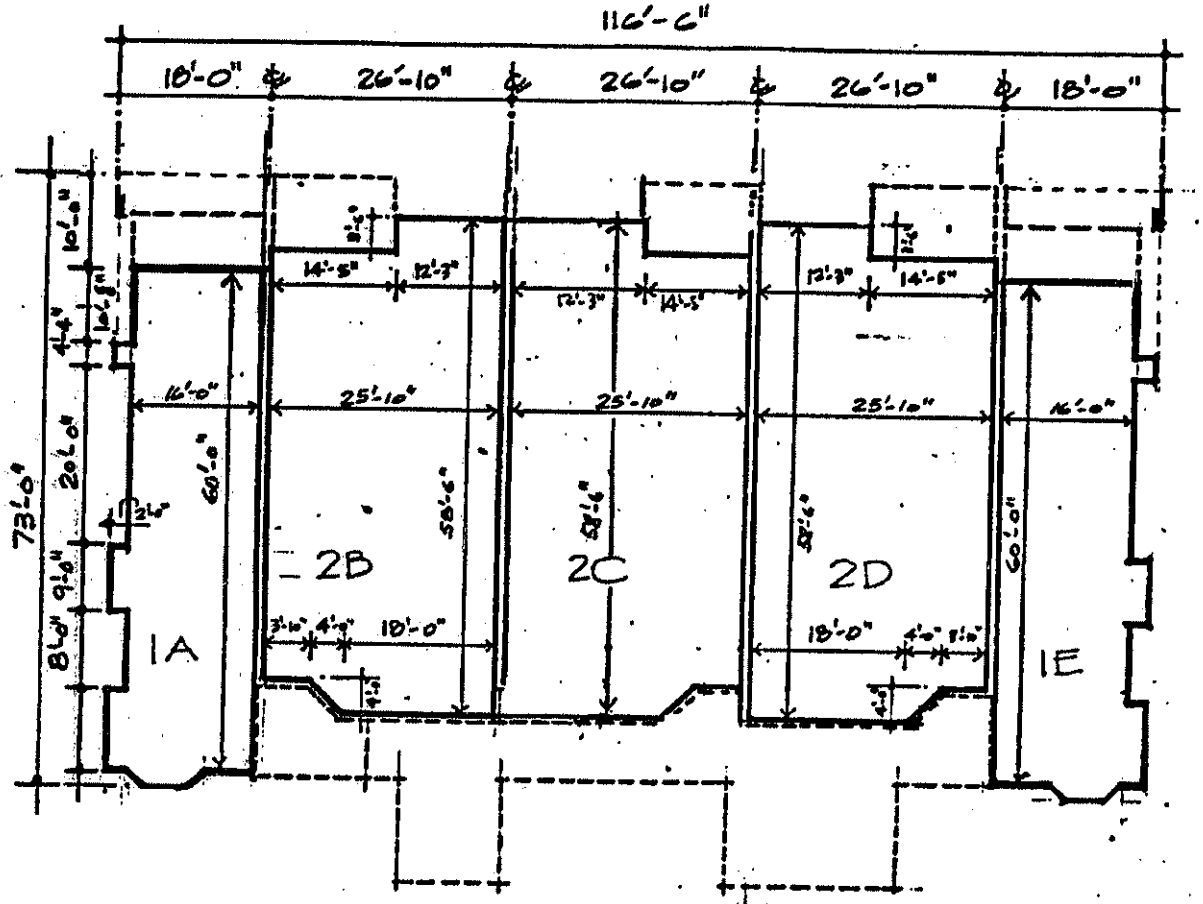
WRIGHTSVILLE DUNES

2512 LUMINA AVE. WRIGHTSVILLE BEACH, N. C.

PHASE 3 EXHIBIT C

BUILDING G

1 JULY 1986



SECOND FLOOR PLAN

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BOOK 1335 PAGE 017

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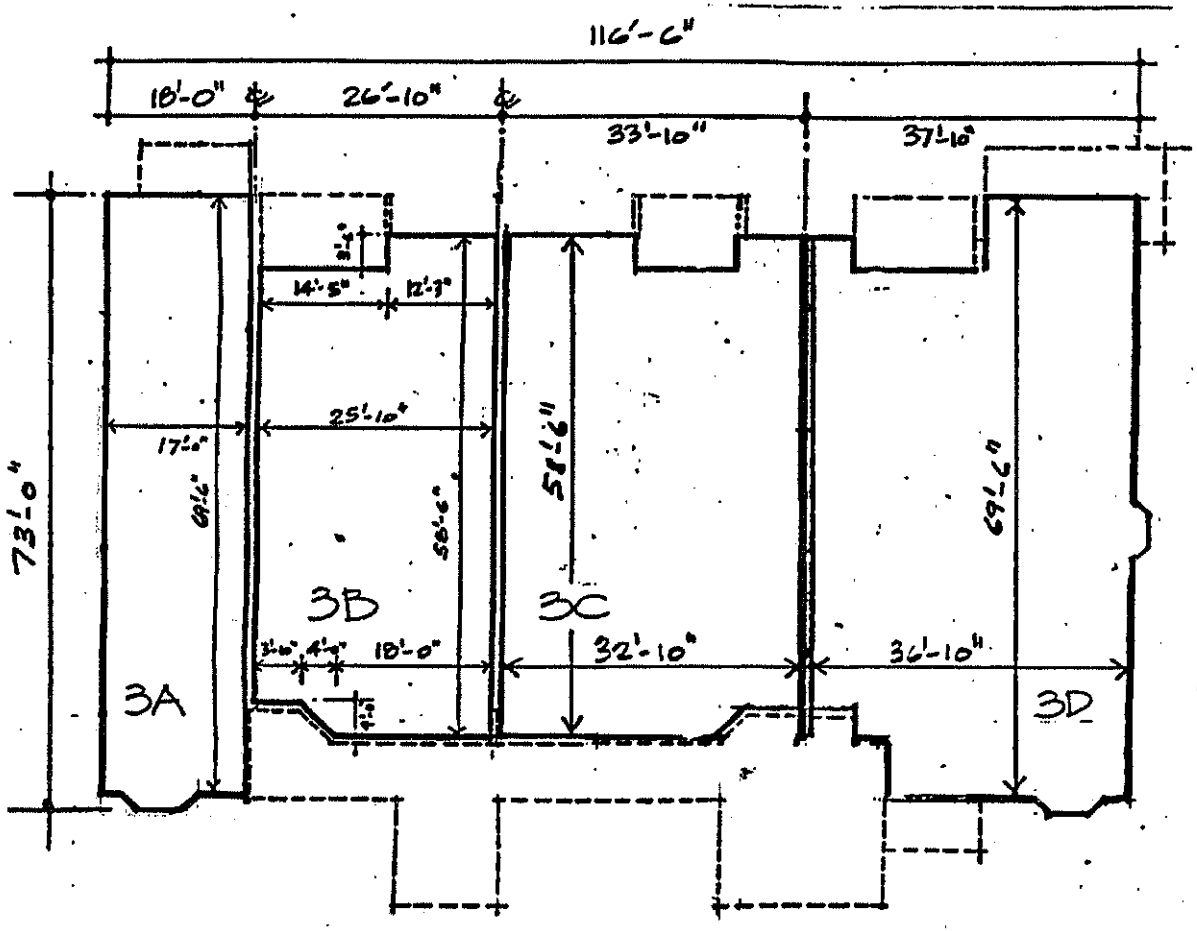
WRIGHTSVILLE DUNES

PHASE 3

EXHIBIT C

2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.



THIRD FLOOR PLAN

BUILDING G

1 JULY 1986

BOOK 1335 PAGE 0747

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WRIGHTSVILLE DUNES

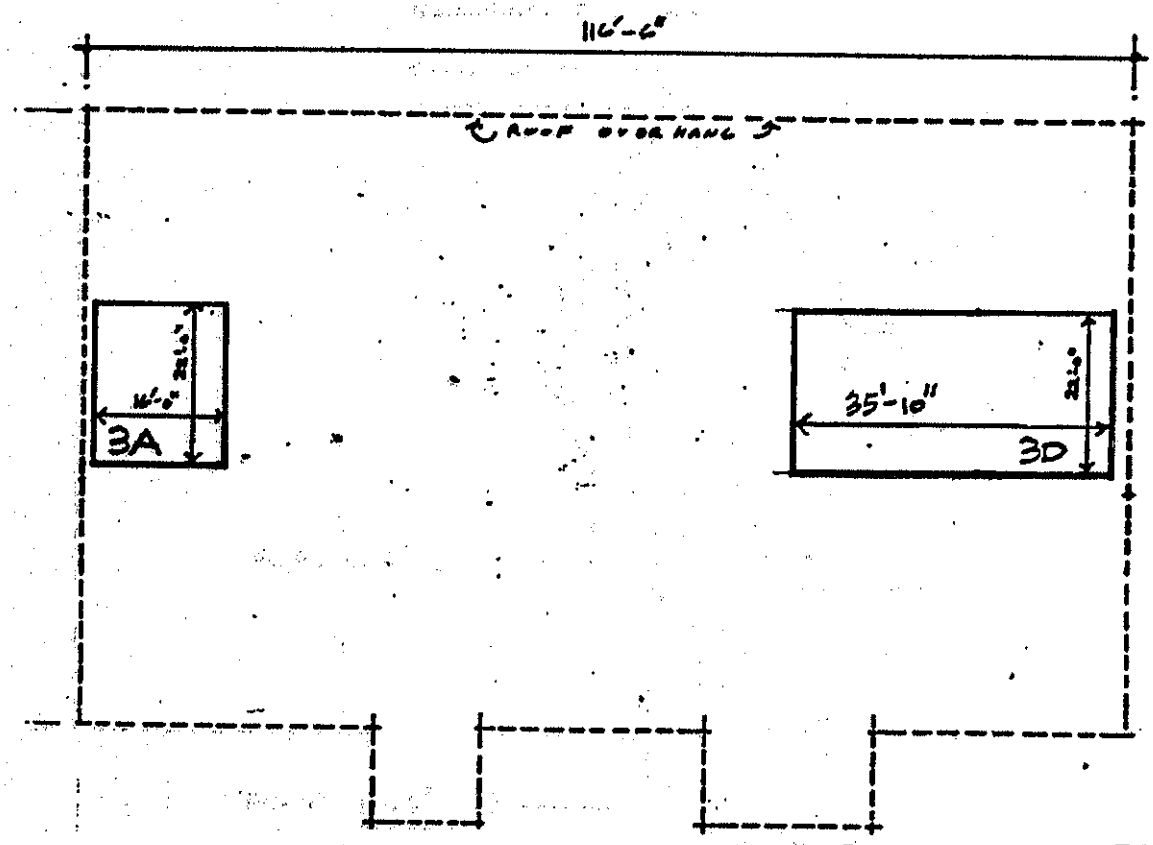
2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.

PHASE 3 EXHIBIT C

BUILDING G

1 JULY 1986

BOOK 1335 PAGE 0748



LOFT/ MEZZ PLAN

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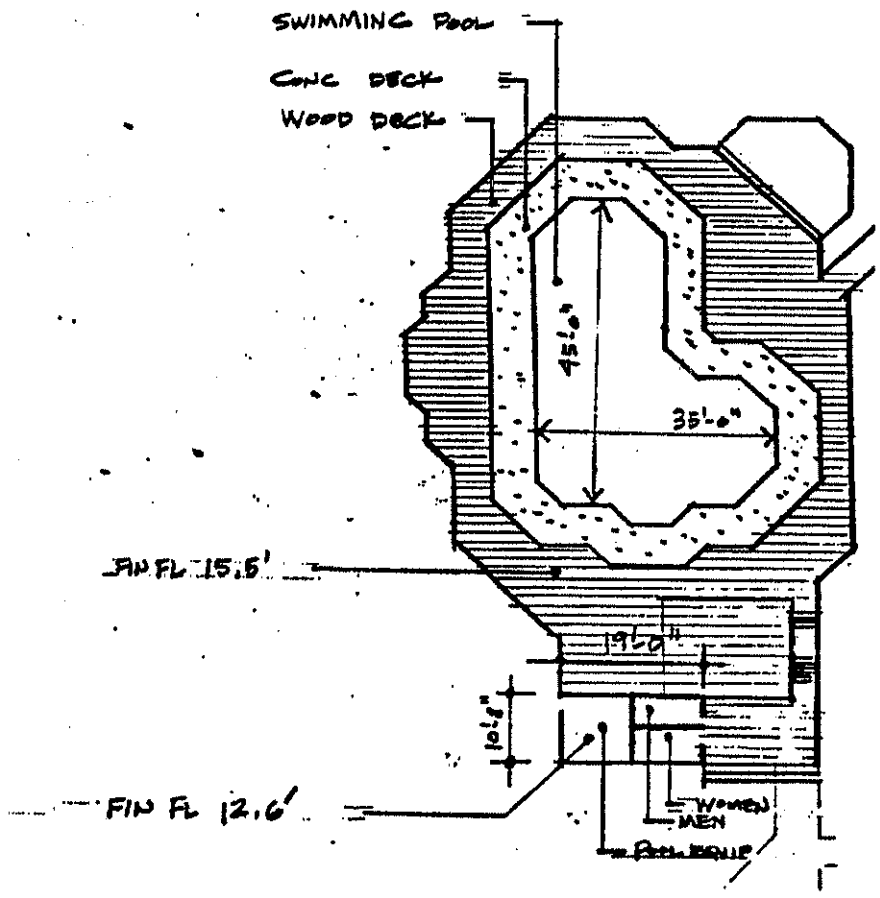
REGISTERED ARCHITECT
NORTH CAROLINA
WILMINGTON, N.C.

BONEY ARCHITECTS, INC.
ARCHITECTURAL CORPORATION
CERT. NO. 25
WILMINGTON, NORTH CAROLINA

WRIGHTSVILLE DUNES

2512 LUMINA AVE WRIGHTSVILLE BEACH, N. C.

PHASE 3 EXHIBIT C



BUILDING G

1 JULY 1986

BOOK 1335 PAGE 0749

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