

BOOK 450 PAGE 568

FILED

'86 APR 10 PM 4 14

DORRIS A. FRY
REGISTER OF DEEDS
DARE COUNTY, N.C.

DECLARATION OF UNIT OWNERSHIP

OF

VIKING COURT CONDOMINIUM

Prepared by and Return to:
John G. Gaw, Jr.
P.O. Box 1895
Kill Devil Hills, NC 27948

DECLARATION OF UNIT OWNERSHIP

OF

VIKING COURT CONDOMINIUM

TABLE OF CONTENTS

	Page No.
Section 1. Establishment and Submission to Condominium Ownership	1
Section 2. Survey and Description of Improvements	2
Section 3. Definitions	2
Section 4. Ownership of Condominium Units and Appurtenant Interest in Common Property	5
Section 5. Restriction Against Further Subdividing of Condominium Units; Separate Conveyance of Appurtenant Common Property Prohibited.	5
Section 6. The Condominium Subject to Restrictions	6
Section 7. Perpetual Non-Exclusive Easements in Common Property	9
Section 8. Easement for Unintentional and Non-Negligent Encroachments	11
Section 9. Utility Easement	12
Section 10. Administration of the Condominium by Unit Owners Corporation	13
Section 11. Use of Common Property Subject to Rules of Corporation	14
Section 12. Right of Entry into Condominium Units in Emergencies	14
Section 13. Limitation Upon Right of Owners to Alter and Modify Condominium Units; No Right to Alter Common Property.	14
Section 14. Right of Corporation to Alter and Improve Common Property and Assessment Therefor	15
Section 15. Maintenance and Repair by Owners of Condominium Units	16
Section 16. Maintenance and Repair of Common Property by the Corporation	17
Section 17. Insurance, Authority to Purchase	19
Section 18. Insurance Coverage to Be Maintained: Use and Distribution of Insurance Proceeds	20
Section 19. Obligation of Owner of Condominium Unit to Maintain Insurance Coverage and Owner's Duty to Rebuild or Repair or Restore Damaged Condominium Units	22
Section 20. Reconstruction or Repair of Casualty Damage; Damage to Common Property; Damage to Condominium Units	23
Section 21. Corporation to Maintain Register of Owners and Mortgagees	24

Section 22. Assessments: Liability, Lien and Enforcement	24
Section 23. Common Surplus	35
Section 24. Termination	35
Section 25. Amendment of Declaration of Condominium	37
Section 26. Remedies in Event of Default	39
Section 27. Right of Developer to Representation on Board of Directors of the Corporation	41
Section 28. Severability	42
Section 29. Liberal Construction	42
Section 30. Declaration of Condominium Binding on Assigns, and Subsequent Owners	42
Section 31. Interpretation of Construction	42
Section 32. Agent for Service of Process	43
Exhibit A Description of Real Property	45
Exhibit B Survey of land and building blueprints	46
Exhibit C Percentage of Undivided Interest in the Common Areas	47
Exhibit D Articles of Incorporation	48
Exhibit E By-Laws of the Corporation	53
Exhibit F Description of Units	68
Exhibit G Engineer's Certificate	69

NORTH CAROLINA

DECLARATION OF UNIT OWNERSHIP

DARE COUNTY

OF VIKING COURT CONDOMINIUM

THIS DECLARATION made this 10th day of April, 1986, by ANDERS E. ERICKSON and wife, BARBARA J. ERICKSON, (herein called the Developer) and for themselves, their heirs, grantees, and assigns does hereby make, declare and establish this Declaration of Unit Ownership (hereinafter Declaration) as and for the Plan of Dwelling Ownership of Viking Court Condominium, being the property and improvements hereinafter described.

Section 1. Establishment and Submission to Condominium Ownership. The Developer is the owner of the fee simple title to that certain real property situate in Kill Devil Hills, Atlantic Township, Dare County, North Carolina, which property and improvements therein is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Developer does hereby submit the property described in Exhibit "A" and improvements thereon to condominium ownership under the provisions of Chapter 47A of the General Statutes of North Carolina (Unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as Viking Court Condominium shall also be referred to as the "Condominium".

In furtherance of said purpose, Developer hereby declares that all of the condominium and each part thereof, shall be held, conveyed, hypothecated, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration and the limitations, covenants, conditions and restrictions set forth in this Declaration as the same may be amended from time to time, all of which are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the condominium and each part thereof. All such limitations, covenants, conditions,

restrictions and Declarations and the Rules and Regulations shall constitute Covenants running with the land and equitable servitudes and liens and shall be binding upon and for the benefit of the Developer and each condominium unit owner having or acquiring any right, title, interest or estate in a condominium, including, but not limited to, the heirs, executors, administrators and assigns of any such parties and all subsequent owners and lessees of all or any part of a condominium.

The effective date of this Declaration of Unit Ownership shall be as of the date of recordation of this Declaration with the Office of the Register of Deeds of Dare County.

Section 2. Survey and Description of Improvements. Annexed hereto and expressly made a part hereof as Exhibit "B", consisting of 13 pages, is a Survey of the land, graphic descriptions and plans of the improvements constituting the condominium, identifying the condominium units and common areas and facilities, limited common areas, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each condominium unit is identified by specific numerical designation on said Exhibit "B", and no condominium unit bears the same designation as any other condominium unit.

Section 3. Definitions. The Condominium consists of condominium units, common areas, limited common areas and facilities, as said terms are hereinafter defined.

A. Condominium units as the term is used herein shall mean and comprise the 6 separate numerically identified dwelling units which are designated on Exhibit "B" to this Declaration and each condominium unit shall consist of and include the space and improvements within horizontal and verticle planes consisting of the horizontal plane formed by connecting the lower ends of the foundation pilings in the ground and intersected by verticle planes formed by each exterior perimeter wall surface and outer

most perimeter foundation piling surfaces extended from the point of intersection with the aforesaid horizontal plane in the ground upward to the point of intersection with the diagonal planes formed by the exterior surface material of the roof, and then by extending upward the diagonal planes of the exterior surface of the roof to the point of intersection of said diagonal planes; and each condominium unit shall include all exterior surface materials on the roof and exterior walls (including windows and doors) heating and air conditioning systems and compressor, decks and stairs, and stairways, and the waste water - septic disposal system attached to and used by each condominium unit; and further including all pipes, ducts, wires, conduits and other facilities for the furnishing of utilities and other services to condominium units up to and including the point of entry of such pipes, ducts, wires, and conduits through the exterior surface material of the walls or the point of entry of such through the verticle planes heretofore described. All pipes, ducts, wires, conduits and other such facilities shall become a part of the respective condominium units at such point of entry. All exterior decks, stairways and stairway landings, doors, window frames, panes and screens shall be part of the respective condominium units and the exterior decks and painting of the exterior surface of such decks, stairways and stairway landings, walls, doors and window frames shall be the responsibility of the condominium unit owner subject to the approval of the Board of Directors of Viking Court Condominium Association, Inc., and the Rules and Regulations adopted by the association's board for architectural review.

The maintenance and repair of the heating, air conditioning unit, compressor, fan, and any accessory heating and air conditioning equipment, septic tank, septic drainfield or septic-wastewater system serving each unit shall be the expense of the unit owner. The repair, maintenance or replacement of or any

portion of the water system within the common area, including but not limited to lines, taps, meters, pipe and water pumps, if any, shall be the expense of the Condominium Unit Owners Association.

B. Common areas and facilities (sometimes referred to herein as "Common Property") shall mean and comprise all of the real property, improvements and facilities of the condominium other than the condominium units and shall include all personal property held and maintained for the use and enjoyment of all the owners of condominium units.

Common areas and facilities are further defined in North Carolina General Statute 47A-3(2) except as modified herein.

C. Certain portions of the common areas and facilities may be reserved for the use of a particular condominium unit or units to the exclusion of other units and are designated as "Limited Common Areas" or "Limited Common Elements". Limited common areas and the condominium units which they are reserved for are as follows:

The concrete drive-way from the said concrete parking areas within the condominium unit to the common access drive-way as delineated on Exhibit "B" and roof overhangs.

The condominium unit owners shall have the exclusive right to possession and control of the limited common areas appurtenant to their respective units subject to the Declaration of Unit Ownership and the Viking Court Condominium Association, Inc., By-Laws and said unit owners shall bear the expense of repairing and maintaining the limited common areas due to normal wear and tear.

The terms "Association of Unit Owners," "Building," "Common Areas and Facilities" (sometimes herein referred to as "Common Property"), "Common Expenses," "Common Profit," "Declaration," "Majority" or "Majority of Unit Owners," "Person", "Property," "Recordation," "Unit" or "Unit Designation," and "Unit Owner", unless it is plainly evident from the context of this Declaration that a different meaning is intended, shall, as used herein, have

the meaning set out in Section 3 of Chapter 47A of the General Statutes of North Carolina, known as the Unit Ownership Act.

Section 4. Ownership of Condominium Units and Appurtenant Interest in Common Property. Each condominium unit shall be conveyed and treated as an individual 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 condominium unit, an undivided interest in the common property. The undivided interest appurtenant to each condominium unit shall be as set out in Exhibit "C" attached hereto and made a part hereof. The proportional interest in the common property that is appurtenant to each condominium unit has been determined by a ratio formulated upon the approximate relation that the fair market value of each unit at the date of the Declaration bears to the then aggregate fair market value of all of the units having an interest in the common property. The fair market value of each unit and the aggregate fair market value of all the units has been determined by the Developer, and this determination shall be binding upon all unit owners. The percentage of undivided interest in the common property assigned to each condominium unit shall not be changed except with the unanimous consent of all of the owners of all of the condominium units and with the consent of all of the Institutional Lenders holding first mortgages or deeds of trust on the condominium units.

Section 5. Restriction Against Further Subdividing of Condominium Units; Separate Conveyance of Appurtenant Common Property Prohibited. No condominium unit may be divided or subdivided into a smaller unit or units than as shown on Exhibit "B" hereto, nor shall any condominium unit or portion thereof be added to or incorporated into any other condominium unit. The undivided interest in the common property declared to be an appurtenance to each condominium unit shall not be conveyed, transferred, devised, encumbered or otherwise dealt with

separately from said condominium unit, and the undivided interest in common property appurtenant to each condominium unit shall be deemed conveyed, transferred, devised, encumbered or otherwise included with the condominium unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, transferring, devising, encumbering or otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to or upon a condominium unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a condominium unit and its appurtenant undivided interest in common property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire condominium unit. Any instrument conveying, devising, encumbering, or otherwise dealing with any condominium unit, which describes said condominium unit by the numerical designation assigned thereto in Exhibit "B" without limitation or exception, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common property. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common property by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

Section 6. The Condominium Subject to Restrictions. The condominium units, common property, and limited common areas shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said condominium units, common property and limited common areas and the use thereof shall be in accordance with the following provisions:

A. Each of the condominium units shall be used only for residential purposes and occupied only as a residence, or

vacation or resort retreat, and for no other purpose. No condominium unit may be used for any commercial or professional purpose, provided, however, this restriction shall not prohibit any unit owner from selling his unit or from renting, leasing or letting his unit for any period of time or the Developer (or Developer's Agents) from selling or marketing a unit or units until all units have been sold by Developer, their successors or assigns

B. The common areas and limited common areas shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment and recreation of the condominium units.

C. No use or practice shall be permitted on the condominium 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 shall be allowed to accumulate nor shall any fire hazard be allowed to exist. The use of clothes lines, except inside the garage area out of view of any other condominium unit, is prohibited. No condominium unit owner shall permit any use of his condominium unit, or of the common areas or limited common areas, which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. No trailer, travel trailer, camper, mobile home (self-contained or otherwise), tent, boats, storage shed, garage or other similar outbuilding or structure, shall be permanently

placed or stored on the common property at any time. Temporary storage of a travel trailer, camper, boat and/or boat trailer while the unit is occupied by the owner of the vehicle, camper, travel trailer, boat and/or boat trailer (and storage at any time of the unit owner's boat and/or boat trailer) will be permitted provided the vehicle, travel trailer, boat and/or boat trailer, or camper is stored or parked within the unit and is stored in accordance with any regulations promulgated therefore by the Board of Directors.

E. Except as hereinafter reserved unto the Developer, no signs (including but not limited to "For sale," "for rent," or the unit owner's name) shall be erected or maintained on any condominium unit or any portion of the common areas or limited common areas, except with the written consent of the Board of Directors, it being understood that the Board of Directors will not grant permission for said signs unless their erection is reasonably necessary, or unless said sign conforms with a sign format adopted by the Board of Directors to indicate the condominium unit owner's name.

F. All utilities serving the condominium property (including but not limited to electrical utility service, telephone service, television cable service, water, sewage and drainage) shall be located underground along and under easements heretofore reserved in Section 9 of this Declaration and as delineated on the Plat of the Condominium recorded in the office of the Register of Deeds of Dare County. The use of exterior radio, television or satellite system antennas on the roof or outside of any building is expressly prohibited. Each condominium unit owner shall be responsible for all charges and assessments, connection fees, tap fees and deposits made or levied by any utility company or municipal agency for service furnished each individual condominium unit. Charges and assessments for utilities furnished to the common areas and

limited common areas shall be a common expense borne by the Association.

G. No animals shall be kept on the premise, or in a unit except common domesticated household pets. Pets outside of the unit shall be on a leash or otherwise restrained by the owners. While outside the owner's unit, pets will be encouraged to use areas designated by the Board of Directors for waste disposal. Any expense incurred by the owner's association cleaning up or removing animal waste will be assessed against the unit owner of the animal or his invitee's animal. Such assessment shall be paid by the unit owner at the time of an in the manner on the next owner's assessment coming due.

H. Reasonable regulations concerning the use of the condominium common property may be made and amended from time to time by the Association in the manner provided by its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all condominium unit owners upon request.

I. In the event of a violation or breach of any of these use restrictions or of any other covenant of this Declaration by any property owner or his guest, tenant, invitee, licensee or agent, the owner of any condominium unit shall have the right to proceed at law or in equity to compel a compliance of the terms hereof or to prevent the violation or breach in any event.

Section 7. Perpetual Non-Exclusive Easements in Common Property. The common property or common elements, exclusive of limited common elements, shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of condominium units in the condominium for their use and the use of their immediate families, guests and invitees, and licensees, 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 the condominium units. In addition, this easement shall run in favor of the Developer, the condominium unit owners association, the managing agent if one is so designated, and the easement may be used for ingress and egress for providing electric power, telephone, sewer, water and other utility services and lighting facilities, including but not limited to, cable television reception facilities, security services, and facilities connected therewith. The Developer, for themselves, their heirs and assigns, and for the Association reserves the right to impose upon common elements and areas, from time to time, such easements and cross-easements in favor of the unit owners for any of the foregoing purposes the Developer deems in the best interest of and necessary and proper for the condominium unit owners. Notwithstanding anything above provided in this Section, Viking Court Condominium Association, Inc., hereinafter identified, shall have the exclusive right to establish the rules and regulations pursuant to which the owner of any condominium unit, his family, guests and invitees, may be entitled to use the common property, including the right to make permanent and temporary assignments of parking spaces, and to establish regulations concerning the use thereof and to establish rules and regulations concerning the use of any recreation area.

Developer, for themselves, their heirs and assigns, reserve the right to use a portion of the common elements for the purpose of aiding in the sale of condominium units, including the right to use portions of the condominium elements for parking for prospective purchasers and such other parties as the Developer determines. The foregoing right shall include the right to use an unsold unit therein as a model, granting use thereof to prospective purchasers, and the right to display and erect signs, placecards and to store, keep and exhibit the same and distribute audio visual promotional material upon the common elements.

There is hereby granted and conveyed to each condominium