

9-13-84

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DECLARATION
OF THE
2200 LAKESIDE CONDOMINIUM

THIS DECLARATION made on the 30 day of August, 1984, by and between Select Homes, Inc., a North Carolina corporation with its principal place of business in Hickory, Catawba County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the land hereinafter described and a multi-unit residential building and other improvements heretofore or hereinafter to be constructed thereon, said land and improvements being hereinafter referred to as the "Condominium Property"; and

WHEREAS, by this Declaration, Declarant intends to submit said Condominium Property to the North Carolina Unit Ownership Act as set forth in Chapter 47A of the North Carolina General Statutes, hereinafter called "Unit Ownership Act", thereby creating a condominium known as 2200 LAKESIDE CONDOMINIUM; and

WHEREAS, the condominium form of ownership provides for a separate title to each residential unit which will include an undivided interest in the property that remains, and under the Unit Ownership Act it is necessary to explicitly set forth the rights, privileges and obligations of the Declarant, future unit owners, the Association of Unit Owners, mortgagees and others who may acquire an interest in the Condominium Property.

NOW, THEREFORE, pursuant to the matters set forth in the premises, the Declarant, on behalf of itself, its successors and assigns and any person having or acquiring any interest of any kind in the Condominium Property, their grantees, successors, heirs, executors, administrators, devisees and assigns, hereby submits such property to the provisions of the Unit Ownership Act and pursuant thereto does declare:

ARTICLE I

NAME - ADDRESS

The name of the Condominium is and shall be 2200 Lakeside Condominium.

The present street address of the Condominium Property is 2200 Sixth Street, N.W., Hickory, North Carolina.

ARTICLE II

All that parcel of land, with the buildings and other improvements erected thereon, situate, lying and being in the City of Hickory, County of Catawba, State of North Carolina, being more particularly described as set forth in EXHIBIT "A" attached hereto and incorporated by reference.

ARTICLE III

DESCRIPTION OF BUILDING

The building is a one (1) story building with basements, some

finished and some unfinished, constructed of brick and siding. There are eight (8) units, six (6) of which have basements and two (2) units which are garden-type units one on top of the other. There is one (1) three bedroom unit and seven (7) two bedroom units. Each unit and the building and its exact location are more particularly described in the certified plans thereof, copies of which are filed in the Unit Ownership File in the Catawba County Public Registry simultaneous with the filing of this Declaration. The building structure complies strictly with the applicable building requirements of the State of North Carolina and the County of Catawba.

ARTICLE IV

DESIGNATION OF UNITS

The unit designation of each condominium unit, its location, approximate area, number of rooms and common area to which it has immediate access are set forth in the certified plans thereof, partial copies of which will be filed in the Unit Ownership File in the Catawba County Registry as aforesaid, and are incorporated by reference. Each unit is bounded both as to the horizontal and vertical boundaries by the interior surfaces of its perimeter walls, ceilings and floors as shown in the said plans, subject to such encroachments as are contained in the building, whether they now exist or may be caused or created by construction, settlement or movement of the building, permissible repairs, construction or alteration. There will be seven (7) two bedroom units and one (1) three bedroom unit.

ARTICLE V

DESCRIPTION OF COMMON AREAS AND FACILITIES

PERCENTAGE INTERESTS

The general common areas and facilities consist of the entire Condominium Property and every part thereof, (except such portions of the following as may be included within an individual unit and limited common areas and facilities), including, without limitation the following:

- (a) The land, yards, gardens, landscaping, parking and driveway areas;
- (b) The foundations, exterior and interior load-bearing walls, (except those partitioned non-load-bearing walls wholly within a unit), and columns (including any windows, doors and chimneys therein), roofs, ceilings and floors; and all throughfares including walls, stairways, entrances, exits or communication ways of the buildings located on the land described above.
- (c) The apartments or installations of central services such as power, light, electricity, telephone, gas, water, plumbing, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use;
- (d) The premises and facilities, if any, used for the maintenance or repair of the Condominium Property;
- (e) Easements for access, maintenance, repair, reconstruction

or replacement of the common areas and facilities and for all other services necessary or convenient to the upkeep and safety of the Condominium Property.

The percentage of undivided interest of each unit owner in the common areas and facilities is set forth in EXHIBIT "B" attached hereto.

ARTICLE VI

LIMITED COMMON AREAS AND FACILITIES

The limited Common Areas and Facilities are shown on the Plans referred to hereinabove and shall be those areas and facilities reserved for the use of each unit owner to the exclusion of the others. They include patios, and balconies as they appear on said plans. Screened or glassed-in patios and porches shall be part of the condominium unit as described in said plans. The individual heating and air-conditioning units will be the sole responsibility of the individual owner which is serviced by said units. Each owner shall be responsible for the maintenance, repair and replacement of said units.

ARTICLE VII

PURPOSE OF BUILDING AND UNITS

RESTRICTIONS AS TO USE

The building and each of the units therein are intended for and restricted to single-family residential use.

ARTICLE VIII

SERVICE OF PROCESS

The name of the person designated to receive process in any action which may be instituted in relation to this Condominium or to any part thereof, is George L. Henson, whose address is 1347 Eighth Street, N.W., Hickory, North Carolina 28601, and who is the initial registered agent for 2200 Lakeside Condominium. The registered agent for 2200 Lakeside Condominium Homeowner's Association, Inc. as the same shall be legally changed from time to time, shall be the person permanently designated to receive process in any action involving this Condominium, and the residence of such person shall be 2200 Sixth Street, Hickory, North Carolina 28601.

ARTICLE IX

ASSOCIATION - BY-LAWS

The management, operation and maintenance of 2200 Lakeside Condominium shall be performed by 2200 Lakeside Condominium Homeowner's Association, Inc., a non-profit non-stock, membership corporation organized under Chapter 55A of the North Carolina General Statutes. The members of 2200 Lakeside Condominium Homeowner's Association, Inc., referred to in this Declaration or in the By-Laws as the "Association" or "Association of Unit Owners", shall be limited to and consist of all of the unit owners. The Association's activities shall be limited to said management, operation and maintenance of 2200 Lakeside Condominium in conformity to the Unit Ownership Act, this Declaration and the By-Laws referred to hereinafter.

The By-Laws of the Association, attached hereto as EXHIBIT "C", and recorded simultaneously herewith, govern the management, operation and

administration of 2200 Lakeside Condominium and contain certain covenants, conditions and restrictions which run with the Condominium Property and are binding on all parties having or acquiring any interest therein.

ARTICLE X
AMENDMENTS

Upon written approval of Declarant until such time as one (1) unit at 2200 Lakeside Condominium remains unsold, and thereafter without approval, this Declaration may be amended at any time by an instrument in writing signed and acknowledged by unit owners holding at least seventy-five (75%) per cent of the total votes in 2200 Lakeside Condominium Homeowner's Association, Inc., which instrument shall be effective upon recordation in the Catawba County Public Registry. Provided, further, that each unit owner's percentage interest in the voting rights regarding the common elements as set forth in EXHIBIT "B" attached hereto shall not be altered except with the unanimous consent of all unit owners expressed in an amended Declaration duly recorded.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 30 day of August, 1984.



SELECT HOMES, INC.

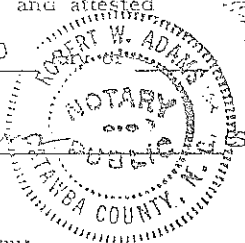
By: Robert W. Hall Sr.
President

ATTEST:
JAC
George L. Henson
Secretary

STATE OF NORTH CAROLINA :
COUNTY OF CATAWBA :
I, ROBERT W ADAMS, Notary Public, do hereby certify that George L. Henson personally came before me this day and acknowledged that he is Secretary of Select Homes, Inc. 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 himself as its Secretary.

Witness my hand and official seal, this the 30 day of August, 1984.

Robert W Adams
Notary Public



My Commission Expires: 5-15-87

STATE OF NORTH CAROLINA _____ COUNTY, _____
the foregoing certificate(s) of _____

is(are) certified to be correct. This instrument was presented for registration this _____ day of _____, 1984, at _____, A.M., P.M., and duly recorded in the Office of the Register of Deeds of _____ County, North Carolina, in Book _____, Page _____.
This _____ day of _____, A.D., 198_____.

By _____
Register of Deeds Assistant - Deputy Register of Deeds

"EXHIBIT A"

BEGINNING at an iron stake in the Western right-of-way margin of Sixth Street, N.W., said iron stake being the Southeast corner of Helen Ellis and running thence with the right-of-way of Sixth Street, N.W., South 29° 55' West 50.04 feet to an iron stake; thence South 20° 07' 25" West 75.66 feet to an iron stake; thence South 39° 10' 10" West 26.97 feet; thence South 17° 20' 18" West 60.49 feet; thence with the right-of-way margin of Sixth Street, N.W. an arc of 187.28 feet with a tangent of 105.24, a delta of 65° 10' 38", a radius of 164.63 feet and a chord of South 49° 55' West 177.34 feet to an iron stake; thence North 16° 31' West 43.02 feet to an iron stake on the bank of Lake Hickory; thence with Lake Hickory, North 62° 14' East 51.65 feet; thence North 0° 05' West 106.0 feet; thence North 17° 40' East 148.60 feet; thence North 34° 10' East 67.0 feet; thence North 63° 05' East 26.84 feet; thence North 32° 04' East 38.41 feet to an iron stake in Helen Ellis' line; thence with Helen Ellis' line, South 30° 7' East 122.30 feet to the point of the Beginning and being .96 acres, more or less, according to a survey of Vaughn & Bradshaw Surveying Company entitled "Hallman & Henson Inv."

EXHIBIT "B"

Percentage Interests

Unit 1	.134
Unit 2	.111
Unit 3-A	.137
Unit 3-B	.111
Unit 4	.104
Unit 5	.114
Unit 6	.114
Unit 7	.175
	<u>1.000</u>

ENCLOSURE

