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1046

DK 2771 PG 1046

(Re-record)

BK 2758 PG 0503

FILED  
CATAWBA COUNTY  
**DONNA HICKS SPENCER  
REGISTER OF DEEDS**

FILED  
CATAWBA COUNTY  
**DONNA HICKS SPENCER  
REGISTER OF DEEDS**

FILED Aug 08, 2006  
AT 12:51:40 pm  
BOOK 02771  
START PAGE 1046  
END PAGE 1052  
INSTRUMENT # 22417  
EXCISE TAX (None)

FILED Jun 14, 2006  
AT 03:51:42 pm  
BOOK 02758  
START PAGE 0503  
END PAGE 0509  
INSTRUMENT # 16888  
EXCISE TAX (None)  
BR

Drafted by: Eloise D. Bradshaw, PS  
P.O. Box 218, Hickory, NC 28603

This Declaration is being re-recorded for the purpose of adding Exhibit A and correcting the description of the building.

DECLARATION OF THE Eloise D. Bradshaw  
Eloise D. Bradshaw, Drafter  
**NORTH CENTER PROFESSIONAL PLAZA CONDOMINIUMS**

**THIS DECLARATION** made this 14th day of June, 2006, by **Four Oaks, LLC**, a North Carolina limited liability corporation with offices in Hickory, Catawba County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

**WHEREAS**, Declarant is the owner in fee simple of certain real estate located in the City of Hickory, Catawba County, North Carolina, and is more particularly described in Exhibit A, a copy of which is attached hereto and incorporated hereby reference as if specifically set forth;

**WHEREAS**, by this Declaration, Declarant intends to submit real property and the building and present and future improvements thereon to the North Carolina Condominium Act as set forth in Chapter 47C of the North Carolina General Statutes, hereinafter called the "Act," thereby creating an office condominium known as "North Center Professional Plaza Condominiums." Declarant is the owner of a two-unit office building constructed on the property described in Exhibit A and it is the desire and intention of this Declaration to divide such property into office condominium units upon those terms provided for in the provisions of the Act and to sell and convey the same to various purchasers subject to the covenants, conditions, obligations and restrictions herein reserved;

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

**NOW, THEREFORE**, Declarant does hereby publish and declare that all of the property identified and described in Exhibit A, which is incorporated by reference, is held and shall be held and conveyed, hypothecated, encumbered, used, occupied and improved subject to the following

restrictions, covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in the furtherance of the plan for the division of such property into office condominium units and shall be deemed to run with the land and shall be a burden and benefit to Declarant, and its successors and assigns and any person acquiring and owning an interest in the real property and the improvements thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in such property by acceptance of a Deed or other conveyance of such interest whether or not such person shall otherwise consent in writing shall be subject to the provisions of the Act and this Declaration. Declarant hereby submits the property and does declare:

1. **Name and Address.** The name of the office condominium shall be North Center Professional Plaza Condominiums with a current address of 36 14<sup>th</sup> Avenue NE, Hickory, Catawba County, North Carolina.

2. **Description of Land.** The property, which is hereby submitted to the Act by this Declaration, is all that parcel of land with the building and other improvements erected thereon situate and lying in the City of Hickory, Catawba County, State of North Carolina and being more particularly described as set forth in Exhibit A attached herewith and incorporated by reference.

3. **Description of Building.** The office building being dedicated to the Act is a <sup>one</sup> ~~two~~ <sup>EOB</sup> story, ~~two~~ <sup>three</sup> (2) unit, brick office building containing development areas as shown on the certified plans filed simultaneously with the filing of this Declaration in the office of the Register of Deeds for Catawba County, North Carolina.

4. **Description of Units.** The present unit designation of the office condominium, its location, approximate area, number of rooms, common elements and limited common elements to which it has immediate access are set forth in the certified plans thereof, copies of which have been filed in Condominium Book 1, Unit Ownership File 57, in the office of the Register of Deeds for Catawba County, North Carolina as aforesaid, and are incorporated herein by reference. The boundaries of the units, both as to the vertical and horizontal planes, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the unit, the topmost surface of the flooring, and the undecorated surface of the ceiling facing the interior of the unit, and include the decoration on all such interior and topmost surfaces, including without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries, subject to such encroachments as are now contained in the building, whether they now exist or may be caused or created by construction, settlement, permissible repairs or alterations. The office condominium consists of three (3) office units designated as Units A, B and C. The present units have their own heating and air-conditioning unit elements which are located and the same are connected to the units through the common elements and/or limited common elements of the condominium. The immediate common elements to which each unit has access is the adjoining area as shown on the plans.

5. **Description of Common Elements.** The common elements consist of the entire condominium property and every part thereof, other than the units as hereinabove described, and include with 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 an office unit), and columns (including any windows, doors and chimneys therein), roofs, ceilings and floors; and all thoroughfares including walks, stairways, entrances, exits or communication ways of the building located on the land described above.
- C. The compartments or installations of central services such as electricity, telephone, gas, water, plumbing, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for the common use; provided, however, the power and electrical systems, the heating and air-conditioning units, and the plumbing located on the common elements shall be the sole responsibility of the individual unit owner which is serviced by such electrical, heating and air-conditioning and plumbing systems. Such individual unit owner shall be responsible for the maintenance, repair and replacement of such plumbing, wiring and units and also all charges for water, sewer and electricity;
- 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 elements and for other services necessary or convenient to the upkeep and safety of the condominium property, including the right of access as set out in North Carolina General Statutes, Section 47C-3-107.

6. **Limited Common Elements.** In addition to the limited common elements set out in the Act, the limited common elements of this office condominium shall be the individual power and electrical systems, the heating and air-conditioning systems and the plumbing systems which shall be for the sole use of each unit owner to the exclusion of all others, and each unit owner shall have the duty and responsibility to pay for the maintenance, repair and replacement of the heating and air-conditioning systems, the electrical systems, including power charges and the plumbing systems, including water and sewer charges.

7. **Description of Development Rights.** Declarant assigns to the Association the right to assign to each unit owner an individual parking space or spaces in the parking area located on the real property, and Declarant also assigns to the Association the right to make any rules and regulations as may be designated and intended to serve the common good and convenience of the present and future unit owners.

8. **Allocation of Common Element Interest, Votes and Common Element Liabilities.** The percentage interest in the Common Elements, Common Interest, expense liability and votes in the Association shall be as follows:

Unit A	52.60%
Unit B	24.46%
Unit C	22.94%

9. **Declarant Control of the Association.** Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board during the period of Declarant control which shall terminate no later than the earlier of:

- A. Thirty (30) days after conveyance of fifty percent (50%) of the units to unit owners other than Declarant; or
- B. Two (2) years after Declarant has ceased to offer unit(s) for sale in the ordinary course of business.

10. **Alteration of Units.** Alterations of units by a unit owner shall be in accordance with Section 47C-2-111 of the Act.

11. **Relocation of Boundaries Between Adjoining Units.** Relocation of boundaries between adjoining units shall be made in accordance with the provisions of Section 47C-2-112 of the Act.

12. **Easements.**

A. **Encroachments:** In the event that, by reason of construction, reconstruction, rehabilitation, alteration or improvement of the building or improvements comprising a part of the condominium property, any part of the common elements now or hereafter encroaches upon any part of any unit, or any part of any unit now or hereafter encroaches upon any part of the common elements, or upon any part of another unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the common elements or units so encroached upon.

B. **Easements Through Walls:** Easements are hereby declared and granted to the Association and to such person as are authorized by the Association, to install, lay, maintain, repair and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the units, whether or not such walls lie in whole or in part within the boundaries of any unit.

C. **Easements to Repair, Maintain, Restore and Reconstruct:** Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

D. **Declarant's Easement:** Declarant hereby reserves such easements through the common elements and developed units as may be reasonably necessary for the purposes of discharging its obligations, exercising special Declarant rights, and completing the development and construction of the condominium, which easements shall exist as long as reasonably necessary for such purposes.

E. **Easements for Parking and Access.** The Condominium Project is subject to a Deed of Easement for Parking and Access by and among Four Oaks, LLC, Second Properties, Inc., and Plaza of Hickory, LLC, dated June 14<sup>th</sup>, 2006, recorded in Book 2158, Page 514, Catawba County Registry. The Condominium Project has the following appurtenant easements:

(a) Easement for ingress and regress recorded in Book 2052, Page 597, Catawba County Registry.

(b) Deed of Easement for ingress, egress and regress recorded in Book 2158, Page 510, Catawba County Registry.

(c) Deed of Easement for ingress, egress, and regress recorded in Book 2158, Page 518, Catawba County Registry.

F. **Easements to Run With Land:** All easements and rights described in this numbered paragraph 12 are appurtenant easements running with the land, and except as otherwise expressly provided in this numbered paragraph 12 shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, the Association, Unit Owners, Occupants, Security Holders and any other person having any interest in the condominium or any part of any thereof. The condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this numbered paragraph 12, whether or not specifically mentioned in any such conveyance or encumbrance.

13. **Restriction As To Use:** The building, real property and each of the units now or hereafter existing are intended for and are hereby restricted to professional office use (i.e. medical, dental, accounting, legal, insurance and real estate offices). Any office use other than professional use must be approved by the Executive Board of the Owners' Association.

14. **Service of Process:** The name of the person designated to receive process of any action which may be instituted in relation to this condominium, or to any part thereof, is C. Sherwin

Speight, 10 - 21st Avenue N.W., Suite 201, Hickory, Catawba County, North Carolina 28601, and the initial registered agent and registered office of the North Center Professional Plaza Owners' Association, shall be the same as herein set out or as same shall be legally changed from time to time.

15. **Association Bylaws:** The management, operation and maintenance of North Center Professional Plaza Condominiums shall be performed by the Executive Board of North Center Professional Plaza Owners' Association, an unincorporated association organized under Chapter 47C of the North Carolina General Statutes. The members of the North Center Professional Plaza Owners' Association referred to in this Declaration or in the Bylaws as the "Association" or "Unit Owners' Association" shall be limited to and consist of all of the Unit Owners. The Association's activities shall be limited to such management, operation and maintenance of North Center Professional Plaza office condominium in conformity with the Act, Declaration and the Bylaws referred to hereinafter.

The Bylaws of the Association, attached hereto as Exhibit B and recorded simultaneously herewith, govern the management, operation and administration of the North Center Professional Plaza Condominiums 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.

16. **Amendment:** Subject to numbered paragraph 9 and further subject to Declarant's development rights and special Declarant rights as set out in this Declaration, this Declaration may be amended by the affirmative vote of or a written agreement signed by unit owners of units to which at least sixty percent (60%) of the votes in the Association are allocated.

17. **Miscellaneous:** Declarant reserves the right pursuant to the provisions of the Act, to amend this Declaration, the Bylaws, and any other appropriate condominium documents for the purpose of complying with all of the required provisions of the Act; provided, however, any such amendment shall not be made for the purpose of diminishing the rights of any Unit owner or the Association.

**IN WITNESS WHEREOF,** Declarant has caused this instrument to be executed on its behalf by its duly authorized manager and has adopted as its seal the word "SEAL" appearing beside its name, this the day and year first above written.

FOUR OAKS, LLC (SEAL)

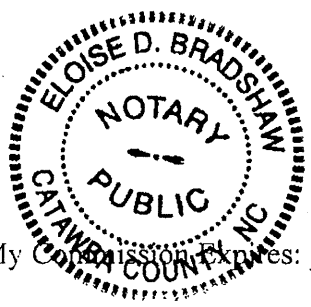
By:   
C. Sherwin Speight, Manager

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Eloise D Bradshaw, a Notary Public for said County and State, certify that C. Sherwin Speight personally came before me this day and acknowledged that he is Manager of Four Oaks, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, voluntarily executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 14th day of June, 2006.



Eloise D. Bradshaw  
Notary Public

Eloise D. Bradshaw  
Printed Name of Notary

My Commission Expires: 10/4/10

PHD 286536

**Exhibit A**

BEING all of Lot 2 of the minor subdivision "Four Oaks, LLC" as recorded in Plat Book 53, Page 199, Catawba County Registry.

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