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

APR 19 4 57 PM '83

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF CONDOMINIUM

ROYAL SANDS AT CAROLINA BEACH CONDOMINIUM

62

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RETURNED TO

Melanie H. Newton
458-9403

RICHARD L. VOORHEES
ATTORNEY AT LAW

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I.

SUBMISSION STATEMENT

The undersigned, being the holder of title of record to the real property herein described, hereby states and declares that said land is submitted to condominium ownership, pursuant to Chapter 47A of the North Carolina General Statutes, the "Unit Ownership Act" (hereinafter referred to as the "Act".) The said land is more particularly described as follows:

All that certain lot or parcel of land situated in the Town of Carolina Beach, Federal Point Township, New Hanover County, North Carolina, and more particularly described as follows:

Tract Number One

BEGINNING at a iron pin in the Eastern margin of the right of way of Carolina Beach Avenue, North, a road 40 feet in width, which said iron pin is located with said margin, North 31° 36' East a distance of 50 feet from the intersection thereof with the Northern margin of the right of way of Eleventh Avenue, a road 25 feet in width; and running thence from said point of Beginning with the Eastern margin of the right of way of Carolina Beach Avenue, North on a course of North 31° 36' East, 50 feet to an iron pin in said margin, said pin being located also at the common front corner of Lots 2 and 3 of Block 23 as shown on plat recorded in Plat Book 3 at Page 32 in the New Hanover County Registry; and running thence with the common line of Lots 2 and 3 South 58° 24' East 125 feet to an iron pin, common rear corner of Lots 2 and 3; thence South 31° 36' West 50 feet to an iron pin, the common rear corner of Lots 1 and 2; thence with the common line of Lots 1 and 2 North 58° 24' West 125 feet to the point of Beginning, and BEING the full contents of Lot Number 2 in Block Number 23 as shown on Map entitled "Revised Map of Northern Section of Carolina Beach", compiled January, 1935, prepared by J. L. Becton, C. E., and recorded in Plat Book 3 at Page 32 in the New Hanover County Registry.

Tract Number Two

BEGINNING at an iron pin, Easternmost corner of Tract Number One hereinabove described and running thence, South 58° 24' East to a point at the high water mark of the Atlantic Ocean; and thence with the high water mark of the Atlantic Ocean in a South Southwesterly direction approximately 50 feet to a point in the high water mark of the Atlantic Ocean; thence North 58° 24' West to the Southernmost corner of Tract Number One as hereinabove described; thence North 31° 36' East 50 feet to the point of Beginning.

The descriptions of Tracts One and Two hereinabove set forth were taken from a map of survey entitled "Survey for Robert O'Neill, Inc." dated May 18, 1982, revised June 22, 1982, and prepared by Robert H. Goslee & Associates, Surveyors.

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Being the identical property conveyed to Riparian Associates by deed dated July 9, 1982, and recorded in Book 1205, Page 312 in the Office of the Register of Deeds of New Hanover County, North Carolina.

II.

DEFINITIONS

Definitions of terms used herein are as follows:

1. "Declaration" means this instrument, by which the property is submitted to the provisions of Chapter 47A of the North Carolina General Statutes, as from time to time this instrument may be amended.
2. "Association" means Royal Sands at Carolina Beach Condominium Owners, Inc., the nonprofit North Carolina corporation which operates the condominium property under this Declaration.
3. "Unit" or "Condominium Unit" means those parcels of the condominium property designated as Unit numbers 1A, 1B, 2A, 2B, 3A and 3B, inclusive, in the exhibits attached to this Declaration, which are subject to private ownership. Each unit includes an enclosed space as defined in the Act, for residential purposes, together with accessory spaces and areas as described in Exhibit A. Exhibit A is the set of Plans and Specifications of the Property. It is incorporated herein by reference. Each unit has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare as described in Exhibit A.
4. "Common Elements" means the common areas and facilities as defined in the Act and means the portions of the condominium property not included in the units, and shall include the personal property required for the maintenance and operation of the condominium, even though owned by the Association. There are no "limited common elements and areas" as defined in the Act.
5. "Condominium Parcel" means a unit, together with the undivided share in the common elements, which is appurtenant to the unit.
6. "Unit Owner" means the owner of a condominium parcel.
7. "Common Expenses" means those expenses defined in the Act as common expenses and means, generally, expenses for which the unit owners are liable to the Association.
8. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owners by the Board of Directors of the Association.
9. "Condominium Property" or "Property" means and includes the land described in this Declaration and all improvements and structures thereon and all easements, rights and appurtenances belonging thereto intended for use in connection with the condominium.
10. "Developer" means Riparian Associates, a North Carolina general partnership, developer of the condominium project.
11. Unless the context hereof does not permit it, words and phrases used in this Declaration shall have meanings as defined in or implied by the Act.

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III.

NAME

The name by which this condominium is to be identified is Royal Sands at Carolina Beach Condominium.

IV.

IDENTIFICATION OF UNITS: SURVEY: SHARES IN COMMON ELEMENTS:
PROPORTIONS OF COMMON EXPENSES

A. The improvements on the land described consist of one Unit Building being the sole structure for units on the land and containing numbered units 1A, 1B, 2A, 2B, 3A and 3B, inclusive. The building has been constructed substantially in accordance with the attached Plans and Specifications and identified as a six (6) unit three story condominium apartment building for Royal Sands at Carolina Beach Condominium Owners, Inc., a North Carolina corporation. There is also attached hereto as Exhibit B a plot plan and survey, showing the location of the building and the remainder of the condominium property.

1. The unit owner shall not be deemed to own the undecorated or finished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Units, nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Units, which are utilized for or serve more than one Condominium Unit, which items are by these presents hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Condominium Unit, and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and the like.

2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the Common Elements or Condominium Units, as described, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

3. In connection with the floor plans and plot plans, identified as Exhibits A and B, the legend and notes thereon contained are incorporated herein, and made a part hereof by reference, and the said plans have been certified in the manner required by the Act.

B. The undivided share in the land and other Common Elements, including staircases and entranceways and parking spaces and in the common surplus which is appurtenant to each apartment are shown on Exhibit C which is attached hereto, made a part hereof and incorporated herein by reference.

C. The Common Elements include parking areas for automobiles of Unit Owners. Parking areas will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each unit shall be entitled to a designated parking space for at least one automobile.

D. All the stairwells, entranceways and landings on the building which are used for ingress and egress to all of the units located on each floor are and shall remain a part of the Common Elements.

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E. The balconies, decks or patios shown and graphically described in the floor plans and plot plan, identified as Exhibit A and B, annexed hereto, are appurtenant to each of the apartments as shown. These are reserved for the use of the apartments to which they are appurtenant, to the exclusion of other apartments, and there shall pass with an apartment unit the exclusive right to use such appurtenances.

V.

VOTING

The voting rights of unit owners and the developer in the Association shall be as specified in the bylaws.

VI

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium, called in accordance with the bylaws, by the affirmative vote of at least 67% of the votes in the Association, and the written approval of holders of first lien mortgages or deeds of trust on units which have in the aggregate at least 51% of the votes of units subject to such liens. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this condominium. This Certificate shall become effective upon its being recorded in the New Hanover County Registry.

No amendment shall change any condominium unit, nor its undivided share of the Common Elements, nor a condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

No amendment shall change the provisions of this Declaration with respect to rights of first lienholders without the written approval of all institutional first lienholders of record.

VII

BY-LAWS

The operation of the condominium property shall be governed by bylaws which are set forth in a document entitled "BY-LAWS OF ROYAL SANDS AT CAROLINA BEACH CONDOMINIUM OWNERS, INC." which is annexed to this Declaration as Exhibit D and incorporated herein by reference. The bylaws shall be subject to amendment in the manner provided therein.

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MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

A. Assessments. The Association, through its Board of Directors, shall have the power to make and collect assessments, and to maintain, repair and replace the common elements, as provided for in the Act.

B. Maintenance. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the management, maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same firm, person or corporation for management, maintenance and repair.

C. Liens. The Association shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessments.

D. Occupancy and Use. The unit owner shall occupy and use the condominium parcel as a private dwelling and for no other purposes. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises, odors or otherwise; nor shall the unit owner commit or permit any nuisance or illegal act in or about the condominium property. A unit owner may keep any pet or animal on the condominium property so long as such pet or animal does not constitute a nuisance and unreasonably interfere with the quiet enjoyment of the premises by the other condominium owners.

E. Persons Occupying a Unit By, Under Or Through A Unit Owner. All persons occupying any condominium unit, whether under a rental, lease or occupancy agreement or as licensee, invitee or otherwise, shall be and remain subject to the provisions of this Declaration, and the Articles of Incorporation, and by-laws and rules and regulations of the Association and this requirement shall be deemed to be a part of any implied, verbal or written agreement for rental, lease or occupancy, whether expressly stated or not. Enforcement against such person occupying a unit by, under or through a unit owner shall be the same as in the case of a unit owner, but nothing herein shall limit the right of the Association to pursue any remedy against the unit owner, the occupant or both, simultaneously, serially, or otherwise.

F. Developer's Units and Privileges. The developer shall have the right to transact any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices, use the common elements and show units. A temporary sales office, if any, signs and all items pertaining to sales shall not be considered common elements, and shall remain the property of the developer. In the event there are unsold units, developer retains the right to be the owner of such unsold units under the same terms and conditions as all other unit owners in said condominium, and developer, as unsold unit owner, shall contribute to the common expenses in the same manner as other unit owners, as of 60 days after the time such units are completed and ready for occupancy; provided, however, if the developer continues to hold any of said unsold units, it may rent them on any basis, notwithstanding anything to the contrary which may be contained in this Declaration of Condominium or bylaws. An "unsold unit" shall mean a unit the construction of which has been completed and which is ready for occupancy and assumes good faith and reasonable diligence on the part of the developer to make all units complete and ready for occupancy. The right to display signs, such as "for rent" and "for sale", is limited to the Developer.

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G. Insurance. The insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Authority to purchase - All insurance policies upon the condominium property shall be purchased by the Association, including a master or blanket policy, for the benefit of the unit owners and their mortgagees, as their interests may appear, in a company having "A" Best rating or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the Mortgagees of condominium units. Such policies and endorsements shall be deposited with the Insurance Trustee as designated by the Board of Directors of the Association.

2. Casualty - All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable current replacement value at 100% as determined annually by the Board of Directors of the Corporation. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including, if available, but not limited to, vandalism and malicious mischief and flood, storm damage and hurricane, comprehensive, general liability coverage for all common elements, public ways and commercial spaces, if any, whether or not leased to some third party, blanket fidelity bonds, and standard "all-risk" coverage endorsement. Flood insurance shall be purchased by the Association as a master policy with maximum available coverage under the National Flood Insurance Program.

3. Loss Payable - All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to any reputable bank or trust company in New Hanover County as Trustee, with powers as may be designated by the Board of Directors of the Association. Said Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust as a stake holder to be paid out to the Association, unit owners or mortgagees as their interests may appear.

4. Payment of Premiums - Trustee's Expenses and Collection. The Board of Directors shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied.

5. Mandatory Repair - Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

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6. Determination of Damage and Use of Proceeds:

(a) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements, in accordance with the percentages established in Article IV of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners, according to the percentages set forth in Exhibit C of this Declaration.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property, and the unit owners elect not to rebuild and repair, as provided in Paragraph 7 below, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance, and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided.

7. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium property" shall mean that three-fourths (3/4) or more of the apartment units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the condominium property, the condominium project shall not be reconstructed, and the property theretofore subject to this Declaration shall be withdrawn from its status as a condominium project under the Act, unless three-fourths (3/4) of the unit owners agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the unit owner shall then be obliged to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, and the condominium property shall be removed from the provisions of the Act with the results provided for in the Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed, and that the Association has not received the necessary writings from three-fourths (3/4) of unit owners.

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8. Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association. The Owners Association is hereby appointed, and deemed to be appointed for all purposes by each unit owner and member, as attorney-in-fact for the purpose of purchasing and maintaining all insurance for the condominium, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of release of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Owners Association shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust, for unit owners and their first mortgage holders, as their interests may appear. The insurance trustee shall exercise the powers of the Association as specified in this paragraph.

H. Alterations. There shall be no material alterations, door or color changes, enclosing of balconies, or substantial additions to the common elements, except as are authorized by the Board of Directors, and ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property or the operation thereof.

I. Owners.

1. No owner of a Condominium Parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his Condominium Unit.

2. The owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of New Hanover County, North Carolina, the Town of Carolina Beach, or any other future legally authorized governmental officer or authority having jurisdiction over the same.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in his Condominium Unit, and in the common elements shall be considered as a unit. The value of said unit shall be equal to the percentage of undivided share in common elements of the entire condominium, including land and improvements as has been assigned to said unit in Exhibit C of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

J. Termination. The provisions for termination set forth in Article VIII G 7 of this Declaration shall be in addition to the provisions for voluntary termination, as provided for by Section 16 of the Act.

K. Severability. If any provision of this Declaration, or of the bylaws attached hereto, or the Act, is held invalid, the validity of the remainder of this Declaration, or of the bylaws attached hereto, or of the Act, shall not be affected thereby.

L. Captions. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration.

M. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail, at their last address of record with the Association, and to the Association, by Certified Mail, at Carolina Beach Avenue North, Carolina Beach, North

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Carolina 28428, and to the undersigned at Post Office Box 1058, Carolina Beach, North Carolina 28428.

All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by actual, written notice to the Association.

The name and address of the person authorized to receive service of process as provided in the Act, and the residence or place of business of said person within the city and county in which the condominium building is located is as follows:

Robert O'Neill
Post Office Box 1058
Carolina Beach, North Carolina 28428

Branch Banking and Trust Company, as the holder of a promissory note secured by a deed of trust on the property described herein, and Harold C. Olson, as substitute trustee under said deed of trust, which is recorded in Book 1205 at Page 314 in the New Hanover County Registry, join in the execution hereof for the purpose of subjecting the aforesaid deed of trust to the terms and provisions of this Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium under seal this 22 day of August, 1982.

RIPARIAN ASSOCIATES

By: [Signature] (SEAL)
Partner

By: William C. Suggs (SEAL)
Partner

By: Robert B. Suggs III (SEAL)
Partner

BRANCH BANKING AND TRUST COMPANY

By: Charles M. Imperlake (SEAL)
Vice President



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TRUSTEE

By: Harold C. Olson (SEAL)
Harold C. Olson, Substitute Trustee

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Peggy Whitecomb, a notary public for said state and county, do hereby certify that ROBERT O'NEILL, WILLIAM E. SUGGS, and ROBERT B. SUGGS, III, General Partners of RIPARIAN ASSOCIATES, personally came before me this day and acknowledged the due execution of the foregoing instrument in writing on behalf of the partnership for the purposes therein expressed.



Witness my hand and notarial seal this the 22 day of August, 1982.

Peggy Whitecomb
Notary Public

My Commission Expires: September 16, 1986

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Linda F. Ewing, a Notary Public for said state and county, do hereby certify that Walter M. Hall, III personally came before me this day and acknowledge that he is Assistant Cashier of Branch Banking and Trust Company and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as it Assistant Cashier.



Witness my hand and official seal this the 12th day of November, 1982

Linda F. Ewing
Notary Public

My Commission Expires: 3-26-85

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Linda T. Ewing, a Notary Public do hereby certify that HAROLD C. OLSON, Substitute Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal, this the 12th day of November, 1982.

Linda T. Ewing
Notary Public

My Commission Expires 3-26-85



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Leo H. Lawson, Sr.

The foregoing Certificate of Linda T. Ewing and Peggy Whitcomb, /notaries public, are certified to be correct.

This the 19 day of April, 1983.

REBECCA P. TUCKER

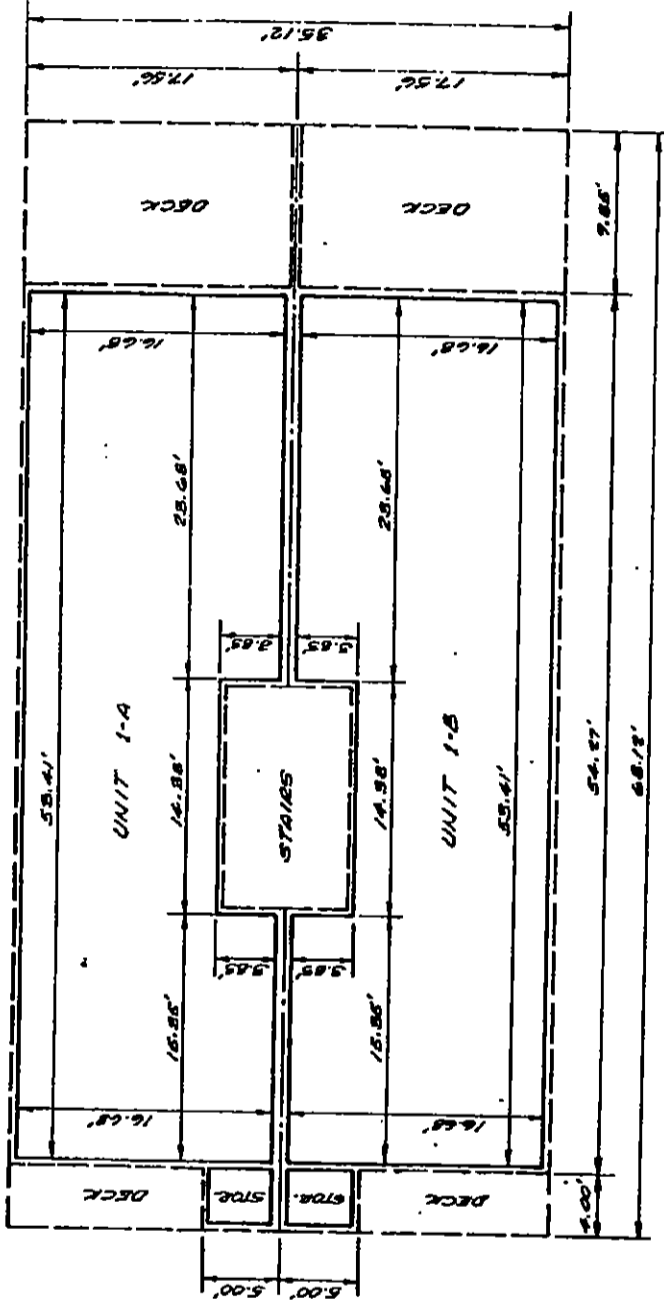
REGISTER OF DEEDS

By: Mary Sue Ohta

Title: Assistant

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RICHARD L. VOORHEES
ATTORNEY AT LAW



**THE ROYAL SANDS AT CAROLINA BEACH
CONDOMINIUMS**

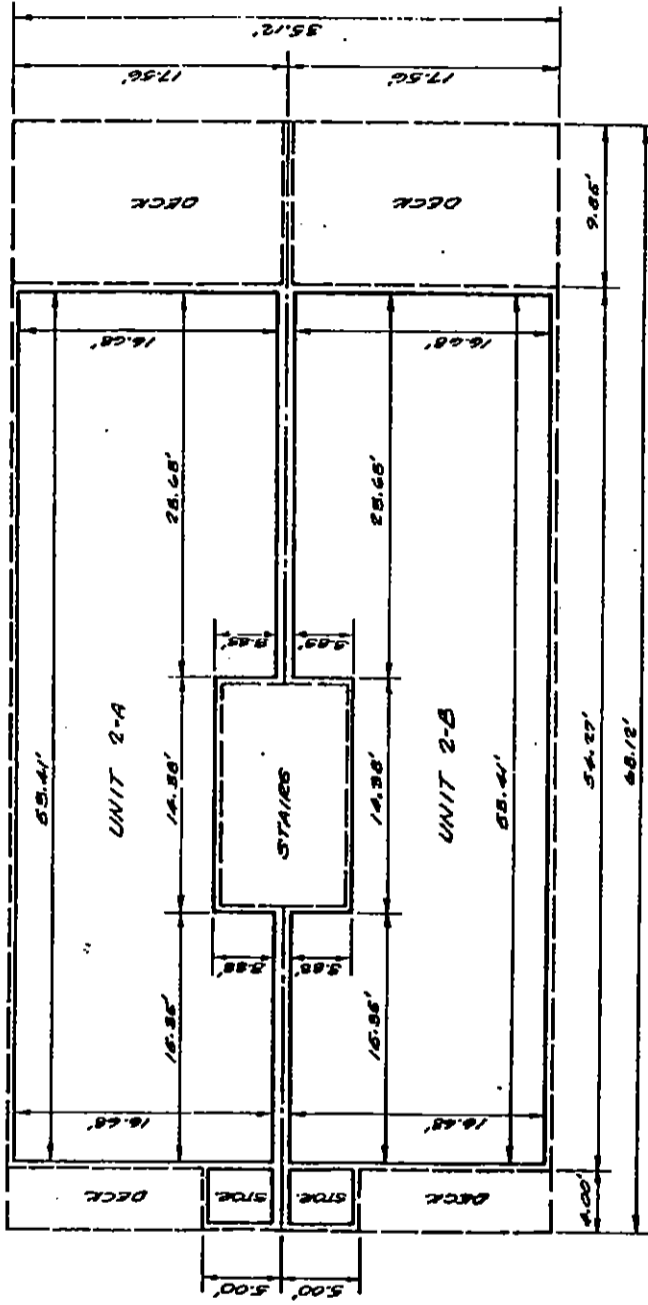
CAROLINA BEACH, NORTH CAROLINA
SCALE 1" = 8'

ALBERT A. CAISON, P.E.
N.C. REGISTRATION # 5570

FIRST FLOOR PLAN

- INDICATES BOUNDARY LINE OF UNITS
- INDICATES COMMON AREAS & STRUCTURAL BOUNDARIES
- INDICATES LIMITED COMMON AREAS & FACILITIES
- INDICATES CONDOMINIUM UNIT
- FINISH FLOOR ELEVATION -- 16.17' M.S.L.
- CEILING ELEVATION - - - - 16.18' M.S.L.

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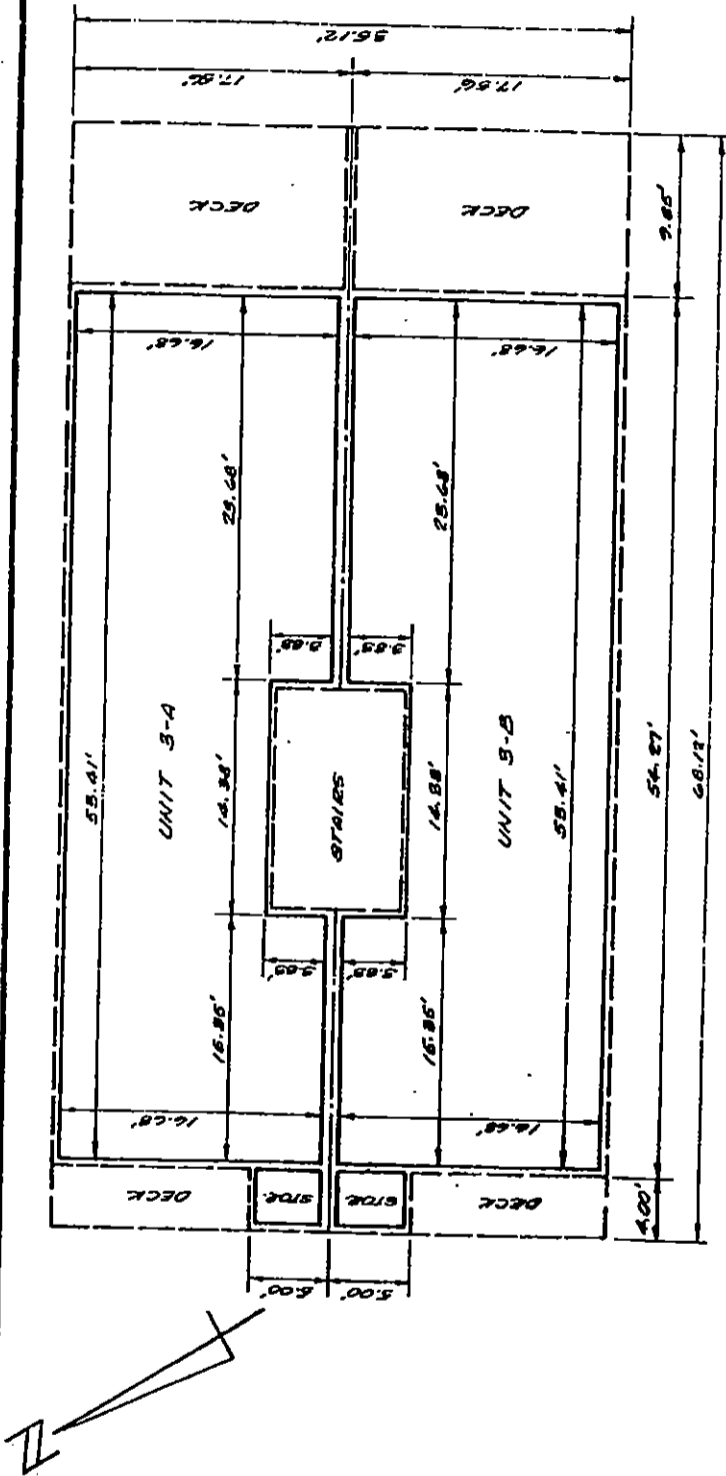
THE ROYAL SANDS AT CAROLINA BEACH
CONDOMINIUMS

CAROLINA BEACH, NORTH CAROLINA
SCALE 1/8"

ALBERT A. CAISON, P.E.
N.C. REGISTRATION #5570

SECOND FLOOR PLAN

- INDICATES BOUNDARY LINE OF UNITS
- INDICATES COMMON AREAS & STRUCTURAL BOUNDARIES
- INDICATES LIMITED COMMON AREAS & FACILITIES
- UNIT
- FINISH FLOOR ELEVATION --- 57.64' M.S.L.
- CEILING ELEVATION - - - - 55.65' M.S.L.



**THE ROYAL SANDS AT CAROLINA BEACH
CONDOMINIUMS**

CAROLINA BEACH, NORTH CAROLINA
SCALE 1" = 8'

ALBERT A. CAISON, PE
N.C. REGISTRATION # 5570

THIRD FLOOR PLAN

- INDICATES BOUNDARY LINE OF UNITS
- INDICATES COMMON AREAS & STRUCTURAL BOUNDARIES
- INDICATES LIMITED COMMON AREAS & FACILITIES
- UNIT
- FINISH FLOOR ELEVATION -- 36.95' M.S.L.
- CEILING ELEVATION - - - - 45.05' M.S.L.

STATE OF North Carolina 8007 1057
COUNTY OF New Hanover 1220 1419

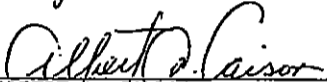
VERIFIED STATEMENT OF LICENSED,
PROFESSIONAL ENGINEER

(G.S. 47 A-15, North Carolina Unit Ownership Act)

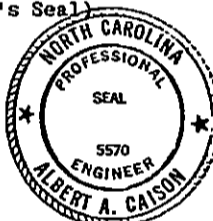
I hereby certify that the foregoing and within drawings fully and accurately depict the layout, location, ceiling and floor elevations, unit numbers and dimensions of the units of Royal Sands at Carolina Beach Condominium; and further accurately show the locations on the ground of the building and parking areas, and the area and locations of common areas and facilities.

I further certify that the foregoing and within drawings are accurate copies of portions of the Plans of the building as filed with, and approved by, the Building Inspection Department of the Town of Carolina Beach, North Carolina, the governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings in Carolina Beach, North Carolina, on the basis of which Plans and building permit was issued for the construction of said building, which building is to be called Royal Sands at Carolina Beach Condominium.

This 6 day of January, 1983.


ALBERT A. CAISON
(Affix Engineer's Seal)

STATE OF North Carolina
COUNTY OF New Hanover



VERIFICATION

L. Leo H. Lawson, Sr., a notary public in and for the County of New Hanover and the State of North Carolina, do hereby certify that ALBERT A. CAISON personally appeared before me this day and acknowledged the due execution of the foregoing Certificate and upon his oath swore to the truth of the statements set forth herein.

Witness my hand and notarial seal, this 6th day of January, 1983.


Notary Public

My Commission Expires: 12-30-87

EXHIBIT "A"
Page 4 of 4

ATTACHMENT I TO EXHIBIT A

PLANS AND SPECIFICATIONS

The building constituting the six (6) unit condominium is a three (3) story structure with no basement and six (6) separate numbered units, constructed of the following primary materials:

Wood

Other materials shown in the Plans and Specifications

Each unit has access to immediate common areas consisting of the stairways as shown in the Plans.

The general common area and facility consists of the grounds, parking spaces and stairways leading to the entrance-ways of the individual units.

Units 1A and 1B are located from left to right facing the structure from Carolina Beach Avenue, North, consecutively, on the first floor; units 2A and 2B are located from left to right facing the structure from Carolina Beach Avenue, North, consecutively, on the second floor; and units 3A and 3B are located from left to right facing the structure from Carolina Beach Avenue, North, consecutively on the top, or third floor. Each unit has approximately 891 square feet of heated area as shown on the Plans and each unit has a front deck and a rear deck and a storage area.

EXHIBIT A
Attachment 1

RICHARD L. VOORHEES
ATTORNEY AT LAW

SPECIFICATIONS OF MATERIALS

EXCAVATION:	BASEMENT	None
	FOOTING SIZE	(8"x18' Pilings) .. (6"x14' Pilings)
	WATERPROOFING .....	.....
	FOOTING DRAIN .....	.....
FOUNDATION:	FOUNDATION WALL .....	.....
	THICKNESS .....	.....
	PIERS & PILASTERS .....	.....
	SILLS: MATERIAL	Treated Yellow Pine Where Required
	JOISTS: MATERIAL	SYP
	SIZE:	Pre-Engineered Trusses
	BRIDGING: TYPE	SPACING
	SUB FLOOR:	3/4" T&G
	BUILDERS PAPER .....	.....
	LEDGER	2x2 SYP
	JOIST HANGERS	Galvanized per Code
	TERMITE PROTECTION	Soil Treatment
CHIMNEYS:	MATERIAL	LINING
	FIREPLACE LINING .....	.....
	DAMPER	MANTLE
	HEARTH & JAMBS .....	.....
EXTERIOR WALLS:	STUDS	2x4 West Coast .. SPACED .. (12" OC)(16" OC) ..
	LINTELS	Per Code
	SOLE PLATE	2x4 SYP
	RAFTER PLATE	2-2x4 SYP .. CORNER POSTS .. 4-2x4 W Coast
	SHEATHING	1/2" Gypson Board
	BUILDERS PAPER .....	.....
	SIDING 5/8" Rough Sewn Pine ..	BRICK VENEER
PARTITIONS:	STUDS	2x4 West Coast
	SPACED	16"
	LINTELS	Per Code
	CORNER POSTS	3-2x4 West Coast
	BRACING	Metal Cut-In Diagonal
CEILING FRAMING:	JOISTS: MATERIAL	Pre-Engineered Trusses
	SIZE	2x6
	BRIDGING	SPACED .. 24" OC
ROOF FRAMING:	RAFTERS: SIZE	Trusses
	RIDGE	SPACED .. 24" OC
	BRACING	As Needed
	COLLAR BEAMS .....	.....
	TRUSSES	Pre-Engineered
	SPACED	24" OC
	SHEATHING	1/2 CD Plywood w/ Plyclips
	BUILDERS PAPER	15# Felt
	ROOFING: MATERIAL ..	Asphalt Shingles
	WEIGHT	230#
	RIDGE .. Asphalt Shingle Cap ..	VALLEYS .. None
	FLASHING	Aluminum
	GUTTERS & DOWNSPOUTS	None
	DOWNSPOUTS DRAINAGE	None

1220 1422

WINDOWS: TYPE ... Aluminum Sliders ... MAKE . Keller or Equivalent ...
HEADERS 2-2x10
WEATHERSTRIPPING Factory Applied
SCREENS Yes
STORM SASH No
SPECIAL WINDOWS

DOORS: OUTSIDE DOORS TYPE Flush THICKNESS.. 1 3/4"
MATERIAL ... Insulated Metal
TYPE Sliding THICKNESS ... 1"
MATERIAL .. Aluminum
SCREEN DOORS On All Sliding Glass Doors
STORM DOORS None
INSIDE DOORS: TYPE Flush THICKNESS .. 1 3/8"
MATERIAL Composition
SPECIAL DOORS Bi-Fold Door on Laundry Room
DOOR TRIM Ranch
WINDOW TRIM Ranch
BASEBOARD ... 3" Clam Shell .. CEILING MOULD ... None
OTHER I.S. TRIM None
INTERIOR FINISH: WALLS: MATERIAL ... Sheetrock
THICKNESS . 5/8" Fire Rated FINISH ... Trowel
CEILING: MATERIAL Sheetrock
THICKNESS . 5/8" Fire Rated. FINISH ... Spray
PANELLING None
CABINETS: KITCHEN Per Plan
BATH Per Plan
COUNTER TOPS .. Plastic Laminent.....
BACKSPASH Per Plan
MED. CABINETS OR MIRRORS Mirrors
DOORING: LIVING ROOM ... Carpet
BEDROOMS Carpet
KITCHEN Inlay BATHS Inlay
FAMILY ROOM OTHER Deck Carpet
BATH None
OTHER None
STAIRWAYS: TREAD ... Treated SYP RISERS
RAILS ... Treated SYP PICKETS ... Treated SYP
STRINGERS Treated SYP
FOLDING STWY None
ATTIC FLOORING None
INSULATION: FLOOR ... R-19 WALLS ... R-11
CEILING .. R-26
PLUMBING: FIXTURES: MANUFACTURER Eljer or Equivalent
COLOR White
SINK ... 3322 SS LAVATORIES ... Ceramic
WATER CLOSETS ... Eljer or Equivalent
WATER HEATER ... 40 Gal Rheem or Equivalent.....
SHOWER .. Fiberglass or Owens Corning Tub Unit
PLUMB. FOR WASHER Yes
TUB OR SHOWER ENCLOSURES None
WATER SUPPLY City SEWAGE ... City
PIPING ..Copper Water Line, PVC & Caste Iron Waste Lines
ELECTRIC: SERVICE ... Per Code ... AMPS.....PANEL .. Bryant or Equiv
NO. OF CIRCUITS Per Code
MATERIAL Per Code
FIXTURE ALLOWANCE None CHIMES ... None
ATTIC FAN No OTHER 1 Bath Fan

PAINING:

1220, 1423
INSIDE ... Flat Latex (Semi-Gloss Trim) ... # COATS ... 2
OUTSIDE ... Stained ... # COATS ... 1

HEATING:

WALLPAPER ... Bath and Kitchen
TYPE ... Central System ... FUEL ... Electric
FURNACE ... Electric ... DUCTWORK ... Metal Duct
STORAGE TANK ... None
SPECIAL EQUIPMENT

AIR CONDITIONING

... Included

PORCHES:

FOUNDATION .. Per Code ... FLOOR ... Pine Treated
COLUMNS .. 4"x6" SYP Treated .. CLG ... 3/8" Plywood
ROOF ... SCREENING ... None

OUTSIDE STEPS:

OTHER ... Wood Decks Per Plan
... Wood SYP Treated

GARAGE:

TYPE ... Parking under Structure
FLOOR ... Concrete ... WALLS ... None
ROOF ... CLG ... 3/8" Pine Plywood

WALKS & DRIVES:

COLS ... DOORS
WALK: MATERIAL ... Concrete
LENGTH ... Per Plan ... WIDTH ... Per Plan
DRIVE: MATERIAL ... Concrete
LENGTH ... Per Plan ... WIDTH ... Per Plan

HARDWARE:

FINISH ... Antique Brass

APPLIANCES:

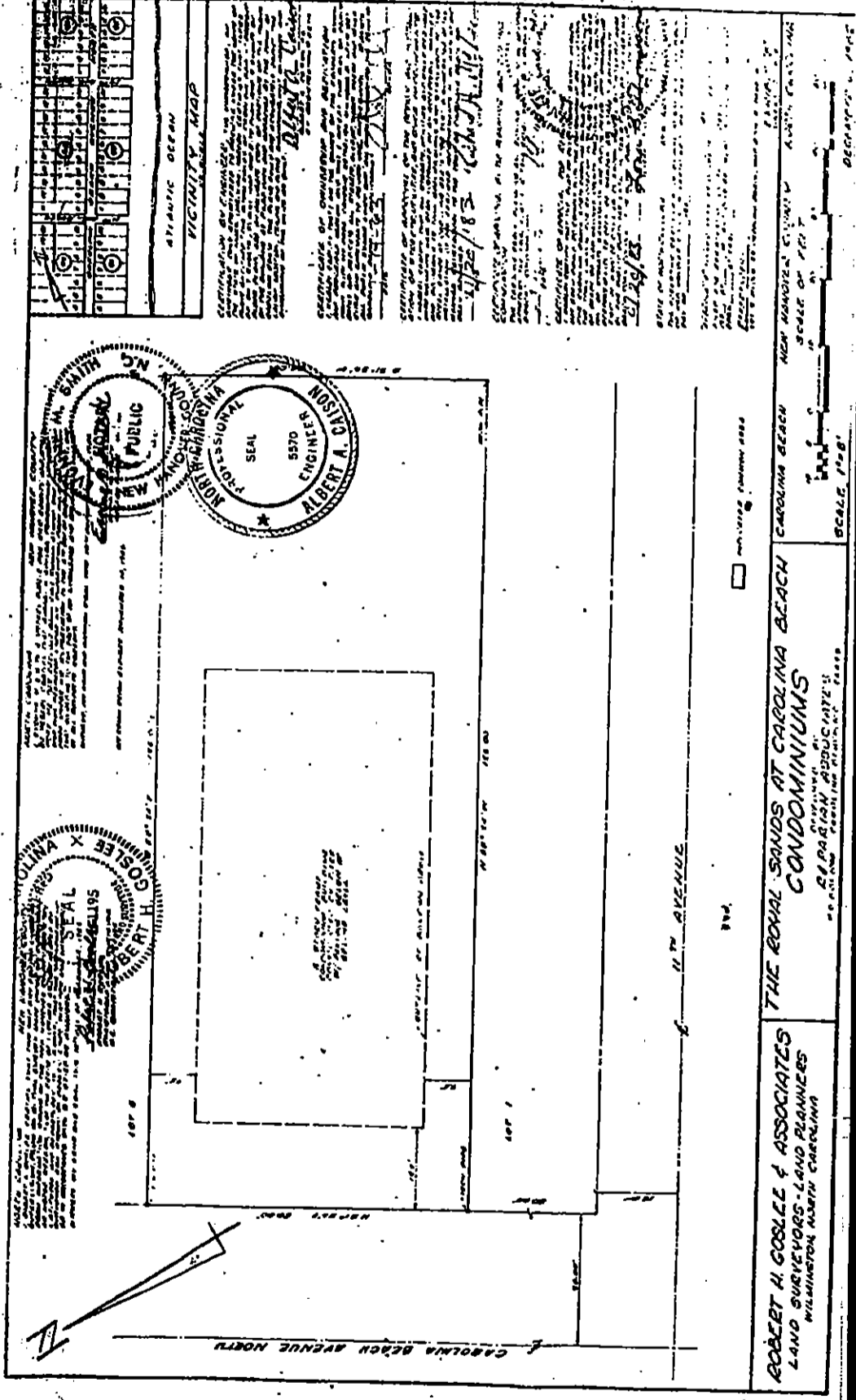
DISHWASHER #7000 Whirlpool ... DISPOSAL ... Yes

LANDSCAPING:

RANGE Whirlpool Cont. Clean ... OTHER Range Hood & Refrigerator
SEEDING: FRONT ... Natural ... SIDES ... Natural
REAR ... Natural
SHRUBS ... Per Landscaping Plan
TOTAL ALLOWANCE

LOCATION: Lot 2, Block 23
Carolina Beach,
North Carolina

1220 1424

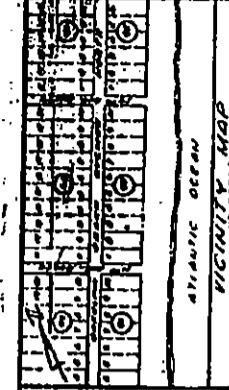


ROBERT H. GOBLE & ASSOCIATES
 LAND SURVEYORS - LAND PLANNERS
 WILMINGTON, NORTH CAROLINA

PROFESSIONAL SEAL
 ROBERT H. GOBLE
 1985-1995
 1985-1995

PROFESSIONAL SEAL
 ALBERT V. GATSON
 ENGINEER
 5570

PROFESSIONAL SEAL
 PUBLIC
 M. SMITH
 AND
 J. ANDERSON
 N.C.



VICINITY MAP

DESCRIPTION OF CONDOMINIUMS

CONDOMINIUMS

11th AVENUE

SCALE OF 1" = 100'

DECEMBER 1, 1987

THE ROYAL SANDS AT CAROLINA BEACH
 CONDOMINIUMS

ROBERT H. GOBLE & ASSOCIATES
 LAND SURVEYORS - LAND PLANNERS
 WILMINGTON, NORTH CAROLINA

EXHIBIT B

BOOK PAGE
1220 1425

EXHIBIT C
SHARES OF COMMON ELEMENTS

<u>UNIT NUMBER</u>	<u>SHARE OF COMMON ELEMENTS</u>
1A	1/8
1B	1/6
2A	1/6
2B	1/6
3A	1/6
3B	1/6

RICHARD L. VOORHEES
ATTORNEY AT LAW