

DECLARATION OF UNIT OWNERSHIP FOR
DOCTORS PARK PROJECT
UNCER CHAPTER 47-A OF THE
GENERAL STATUTES OF NORTH CAROLINA

THIS DECLARATION is made and executed this the ____ day of _____, by INVESTMENT PROPERTIES OF ASHEVILLE INC., a North Carolina corporation, Declarant, hereinafter designated and referred to as "OWNER."

WITNESSETH

WHEREAS, OWNER is the owner of the following described real property situated on the Western margin of Biltmore Avenue in the City of Asheville, County of Buncombe, State of North Carolina, to wit:

BEGINNING at a stake in the western margin of Biltmore Avenue at its intersection with the southern margin of Rockcliff Place; and running thence with the southern margin of Biltmore Avenue South 12 deg. 22' E. 309.37 feet to a stake at the Northeast corner of that tract of land described in a deed to Gilbert, et al., dated March 23, 1965, and recorded in Deed Book 924 at page 245, Buncombe County Registry; thence with the northern line of said tract described in Deed Book 924 at page 245, South 77 deg. 43' West 170.28 feet to a stake at the Northwest corner of said tract, thence with the western line of said tract South 14 deg. 46' East 175.93 feet to a stake in the Northern margin of Brooklet Street; thence with said margin of said Brooklet Street, South 72 deg. 48' West, 106.67 feet to a stake, South 70 deg. 30' West 100.07 feet and South 72 deg. 48' West 40.01 feet to a stake, the southeast corner of the property described in a deed to James H. Glover and wife dated September 13, 1952, and recorded in said Registry in Deed Book 723, at page 562; thence with the Eastern line of said Glover property North 39 deg. 26' West 127.5 feet to a stake at a common corner of Lots 19 and 20 of Block A of a plat of the McDowell Property recorded in said Registry in Plat Book 154, at Page 17; thence North 22 deg. 12' West 254.43 feet to an iron pipe; thence North 18 deg. 59' West 146.73 feet to an iron pipe in the Southern margin of Rockcliff Place at the northeast corner of Lot 12 of said block and Plat; thence with said southern margin of said Rockcliff Place North 77 deg. 40' E. 526.73 feet to the place of the BEGINNING. Being that property shown on a plat entitled investment Properties of Asheville, Inc., recorded in Plat Book 35 at page 79, Buncombe County Registry.

And

WHEREAS, the aforesaid property consists of the land described above, together with various office buildings which have been constructed thereon, which buildings are of brick construction and consist of a ground-floor level, in some buildings a basement level, and in some buildings a second floor level; and

WHEREAS, OWNER is in the process of completing said buildings and certain other improvements upon the aforesaid premises, which buildings are to be included in the project known as DOCTORS PARK in accordance with the survey, plans and drawings attached hereto and made a part hereof; and

WHEREAS, OWNER desires by filing this Declaration and the aforesaid survey, plans and drawings attached hereto to submit the above described property and the buildings and other improvements thereon and being constructed thereon, together with all appurtenances thereto, to the provisions of Chapter 47-A of the General Statutes of North Carolina, known as the Unit Ownership Act, as a Condominium Project in accordance with the terms of said Act; and

WHEREAS, OWNER desires and intends to sell the fee title to the individual office units contained in said Condominium Project together with the undivided ownership interests in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and observed and the provisions of said Chapter 47-A of the General Statutes of North Carolina.

NOW, THEREFORE, for such purposes, OWNER hereby makes the following Declaration respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Project shall hereafter be subject.

PART 1: DEFINITIONS.

- a. the term "THE ACT" shall mean and refer to the North Carolina Unit Ownership Act, presently Chapter 47-A of the General Statutes of North Carolina, as the same may be amended from time to time.
- b. The terms "THE CONDOMINIUM PROJECT" and "DOCTORS PARK" shall mean and refer to the above-described tract of land together with all improvements and appurtenances located thereon or belonging thereto.
- c. The term "Plat" shall mean and refer to that certain plat filed with this Declaration dated the 1st day of August, 1966, consisting of seven (7) sheets and recorded in the office of the Register of Deeds for Buncombe County, N.C., in Plat Book 34, Page 96 et seq.
- d. The term "COMMON AREAS AND FACILITIES" shall mean and refer to:
 - a. All land above described.
 - b. Those common areas and facilities specifically set forth and designated as such on the plat above referred-to and in the plans filed herewith.
 - c. That part of Doctors Park not specifically included within the respective Office Units as hereinafter defined.
 - d. All foundations, columns, girders, beams, supports, main walls, roofs, halls, hallways, stairs, stairways, corridors, lobbies, entrances, exits, storage spaces, parking areas, stalls and facilities, and any and all areas of the building which are not Office Units owned by a Unit Holder or are not storage spaces owned by a Unit Holder, basements, yards, gardens, fences, central services such as power, light, gas, hot and cold water, heating, air conditioning and incineration, tanks, pumps, motors, fans, compressors and ducts contained within the Condominium Project and in general all apparatus and installations included within the Condominium

Project existing for common use, which are or may be necessary or convenient to the existence, maintenance, safety and management of the Condominium Project.

- e. All common areas and facilities defined in the Act, whether or not expressly listed herein.
- e. The term "DOCTORS PARK OWNERS GROUP" shall mean and refer to all the Unit Owners of the Doctors Park including the original purchasers and others who may become Unit Owners in the future, it being expressly covenanted and agreed by all of said Group that Doctors Park Owners Group is not a corporation, but is an unincorporated group of the Unit Owners bound together by this Declaration and such other agreements as they may make to accomplish the purposes and objectives as are contained herein.
- f. The term "UNIT" shall mean the elements of a condominium which are not owned in common with the Unit Owners of other condominiums in the project as shown on the map. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, lower level floors, top story ceilings, windows and window frames, doors and door frames and trim, and includes both the portions of the building so described and the air space so encompassed.
- g. The term "UNIT OWNER" shall mean and refer to the legal owner of a Unit, and a proportionate share of Common Areas and Facilities, as those terms are defined herein.
- h. The term "COMMON EXPENSES" shall mean and refer to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Doctors Park Operating Agreement and Building Rules and Regulations, and such other agreements and determinations lawfully made and entered into by the Doctors Park Owners Group and the Management Committee.
- i. The term "COMMON PROFITS" shall mean and refer to the balance of all income, rents, profits and revenues received by the Doctors Park Owners Group, its agents or employees, remaining after deduction of common expenses.
- j. The term "MANAGEMENT COMMITTEE" shall mean and refer to those persons duly elected to said status by the Doctors Park Owners Group as provided by the Operating Agreement and Building Rules and Regulations, except that at Owner's (Declarant's) option, for a period of one year from the date of completion of construction of the project or until all units have been sold, whichever is sooner, the rights, duties and functions of the Management Committee shall be exercised by Owner.
- k. The term "MANAGER" shall mean and refer to the person, persons, corporation or institution selected by "Management Committee."
- l. The terms "OWNER" and "DECLARANT" shall be synonymous and shall mean and refer to Investment Properties of Asheville, Inc.

- m. To the extent applicable to this Declaration and not expressly inconsistent herewith, definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

PART II: COVENANTS AND AGREEMENTS

- A. OWNER hereby submits the above-described property, buildings and other improvements constructed thereon, together with all appurtenances thereto, to the Provisions of Chapter 47-A of the General Statutes of North Carolina as a Condominium Project, to be known as Doctors Park.
- B. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants, to run with the land hereby declared to be subject to the Unit Ownership Act and shall be binding upon the Owner and its successors and assigns and upon all subsequent owners of all or any part of the Condominium Project and upon their grantees, successors, heirs, executors, administrators, devisees and assigns.
- C. To establish a plan of Condominium Ownership for the Doctors Park Project, OWNER hereby declares as follows:
 - a. The description of the land on which the buildings and improvements are, or are to be, located is set forth on Page 1 of this Declaration.
 - b. The buildings erected or to be erected upon said land consist of the following stories, basements and units:
 - i. Building No. 2 – One story at or near ground level and basement, containing a total of seven units;
 - ii. Building No. 3 – Two stories at or near ground level and basement, containing a total of 12 units;
 - iii. Building No. 4 – Two stories at or near ground level and basement, containing a total of 11 units;
 - iv. Building No. 5 – One story at or near ground level and upper story, containing a total of 10 units;
 - v. Building No. 6 – One story at or near ground level and upper story, containing a total of 3 units.

All of said buildings are constructed or shall be constructed of frame with brick veneer, concrete block foundations and composition roof.

- c. The unit designation of each unit, its location, approximate area and immediate common area to which it has access and all other data necessary for each unit's proper identification is set forth on the plat filed herewith, made a part hereof, and recorded in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 34, Page 96 et seq., and in the plans filed herewith and made a part

hereof. Said units contain, or shall contain, such interior partitions and rooms as the individual unit owners shall determine.

- d. The general common areas and facilities are set forth and designated in particular on the plat hereinabove referred to and on the plans filed herewith. The office unit number, and the proportionate interest of each Unit Owner in the common areas and facilities appurtenant to the office unit are as follows:

Unit No.	Proportionate Interest of Owner in Common Areas and Facilities	Unit No.	Proportionate Interest of Owner in Common Areas and Facilities
2A	2.24%	4E	1.27%
2B	2.54%	4F	1.60%
2C	1.83%	4G	1.19%
2D	3.08%	4H	1.59%
2E	3.18%	4J1	6.28% (DIVIDED)
2F	1.15%	4J2	
2G	1.05%		
		5A-1	4.02%
3A	3.49%	5B-1	3.16%
3B	4.08%	5C-1	2.29%
3C	4.34%	5D-1	2.61%
3D	2.75%	5E-1	3.16%
3E	3.65%	5F-1	4.02%
3F	1.84%	5G-2	2.79%
3G	5.19%	5H-2	2.30%
3H	.54%	5I-2	2.30%
3J	.86%	5J-2	2.79%
3K	.81%		
3L	.69%	6A	2.74%
		6B	1.87%
4A	3.06%	6C	.39%

4B	2.73%		
4C	3.00%		
4D	1.53%		

- e. There are no limited common areas or facilities.
- f. A statement of the purposes for which each building and unit is intended and restricted to use, is as follows:

Use of said buildings and units shall be confined and restricted to use by physicians, surgeons and dentists as offices and facilities for the examination and treatment of patients, except that all units in Building No 4 (Units 4A through 4K), all units on the second story of Building 5 (Units 5G through 5J) and all units in Building No. 6 (Units 6A through 6C) may be used and occupied by insurance companies and agencies, florist shops, accountants, soda fountains and restaurants, beauty shops, barber shops, drug stores, dispensers of medical, dental or optical supplies and equipment, medical and dental laboratories, and for such purposes associated with the practice of medicine and dentistry or affording convenience or service to the Unit Owners or their tenants as may from time to time be deemed suitable by the Management Committee.

- D. Dr. Logan T. Robertson shall be the person to receive service of process in all cases provided under the Statute. His place of business is Parkway Office Building, Woodfin Street, Asheville, Buncombe County, North Carolina.

E. GENERAL DECLARATIONS:

- a. Doctors Park Condominium Project Office Units as herein described, together with appurtenances, interests in the common areas and facilities herein described and established, shall constitute separate freehold estate for all purposes provided by the Act.
- b. In the event any portion of the Common Areas and Facilities encroaches upon any of the Units, a valid easement shall exist for such encroachments and for the maintenance of the same so long as such encroachment exists.
- c. In the event the Condominium Project is partially or totally destroyed and then rebuilt, minor encroachments shall be permitted, as required, upon the Units and easements for such encroachments and for the maintenance of same shall exist for such period of time as may be reasonably required for the construction or repair of such premises.
- d. The undivided ownership interest in the Common Areas and Facilities appurtenant to each Unit shall be and remain in the same ratio from and after

the filing of this Declaration and said undivided interests may not thereafter be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded in accordance with this Declaration and the Provisions of the Act.

The undivided interests in such Common Areas and Facilities shall be appurtenant to the respective Units to which they have been assigned and shall not, from and after the recording of this Declaration, be separated from such Units or be separately conveyed therefrom and the undivided interest shall be deemed to be conveyed or encumbered with the Unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the Unit itself.

- e. The Condominium Project, including the Common Areas and Facilities appurtenant thereto, shall be managed, operated and maintained by the Doctors Park Owners Group, or its designated agent, in accordance with the terms, conditions and provisions of:
 - i. The Act;
 - ii. This Declaration;
 - iii. The Doctors Park Owners Group Operating Agreement and Building Rules and Regulations; and
 - iv. All other agreements and determinations lawfully made by the Doctors Park Owners Group respecting the Condominium Project.
- f. All agreements and determinations respecting the Condominium Project lawfully made and/or entered into by the Doctors Park Owners Group and the Management Committee, shall be binding upon all of the Unit Owners and upon their successors and assigns.
- g. So long as Owner owns one or more of the Units, it shall be Owner, and Owner hereby covenants that it will take no action which will adversely affect the rights of the other Unit Owners or of the Group.
- h. Notwithstanding anything in this Declaration or any of the documents referred to herein, it is understood and agreed that the Unit Owners shall have and enjoy the rights and privileges of fee simple ownership in their respective units. There shall be no requirements concerning who may own such units, and the appurtenant shares of Common Areas and Facilities, it being intended that they may and shall be owned by members of the medical and/or dental profession, laymen, corporations, partnerships, trusts or :as tenant in common or as joint tenants. Said interests and property rights may be freely alienated, conveyed, deeded and dealt with, subject only to the express understandings contained in the Act and in this Declaration, provided, however, that the successors in such ownership shall assume the duties and obligations of the prior owners

pertaining to common expenses, rules and regulations and provided that the interest in Common Areas and Facilities shall be applied to the respective Units.

- i. Further, the Unit Owners may lease or rent their Units and appurtenant rights, subject to terms and conditions chosen solely by the Unit Owners and Lessee, and they shall not be subject to any greater burdens or obligations in choosing tenants than is expressly stated herein and in the operating agreement and building rules and regulations. Specifically, no tenant shall be disapproved or rejected nor will any lease be refused merely on the grounds that the tenant is or is not a certain medical and/or dental specialty or that another specialty may be desired by the Owners' Group, Management Committee or others, or because there are already specialists of the same type in the building, it being specifically agreed that the right to lease and choose a tenant to whom to lease shall be the right of the Unit Owner who owns the office unit being leased, and such rights shall not be abridged nor interfered with except for the specific requirements of the Operating Agreement and Building Rules and Regulations.
- j. In assessing Unit Owners or requiring them to pay for building improvements following the execution of this Declaration, it is agreed that no assessment for a single improvement in the nature of a capital expenditure, exceeding Two Thousand Five Hundred (\$2,500) Dollars in cost, shall be made without the same having been approved by a vote of Owners of seventy-five (75%) per cent or more of units of ownership and the first mortgages of said Owners. The foregoing sentence shall not apply in connection with replacement or reconstruction occasioned by fire or other damage.
- k. Rents and profits attributable to the rental of a Unit shall belong to the pertinent Unit Owner and be paid directly to him, provided that said rents and profits shall be subject to legal remedies, as in the case of any other assets of a Unit Owner to enforce his obligations as such Unit Owner.
- l. Upon death of a Unit Owner, his ownership of an Office Unit and appurtenant rights shall succeed freely to his heirs or devisees.
- m. Whenever there is a change of ownership of an Office Unit, or a part thereof, and its appurtenant rights, for whatever reason, the Doctors Park Owners Group, the Management Committee or the Manager may require as a condition to recognizing the new Unit Owner or Owners as such, that the new Unit Owner or Owners (i) furnish evidence substantiating the new ownership, including copies of all documents; and (ii) sign an agreement accepting and agreeing to be bound by this Declaration, the Operating Agreement and Rules and Regulations and any and all amendments thereto.
- n. In the event the Condominium Project is destroyed or damaged to the extent of sixty-six and two-thirds (66-2/3%) per cent or less of the value thereof, the Management Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such

destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction. or damage. In the event the Condominium Project is destroyed or damaged to the extent of more than sixty-six and two-thirds (66-2/3%) per cent of the value thereof, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless owners representing not less than seventy five (75%) per cent of the undivided interests in the Common Areas and Facilities and the first mortgages of said Owners agree to the withdrawal of the Condominium Project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, the Unit Owners shall contribute to such cost in relation to their percentage of undivided ownership in the Common Areas and Facilities.

- o. The Management Committee shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided herein, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:
 - i. All policies shall be written with a company licensed to do business in the State of North Carolina and holding a rating of "AAA" or better by Best's Insurance Reports;
 - ii. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Management Committee or its authorized representative;
 - iii. In no event shall the insurance coverage obtained and maintained by the Management Committee hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees;
 - iv. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Management Committee, in behalf of all of the Owners, may realize under any insurance policy which the Management Committee may have in force on the project at any particular time;

- v. Each Owner shall be required to notify the Management Committee of all improvements made by the Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000).
- vi. Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Management Committee within thirty (30) days after purchase of such insurance;
- vii. The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:
 - 1. A waiver of subrogation by the insurer as to any claims against the Management Committee, the Manager, the Owners and their respective servants, agents and guests;
 - 2. That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;
 - 3. That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect;
 - 4. That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration;
- viii. Each Unit Owner, tenant or occupant of an Office Unit shall comply with the provisions of the Act, this Declaration, the Doctors Park Owners Group Operating Agreement and Building Rules and Regulations, and all agreements and determinations lawfully made and/or entered into by the Doctors Park Owners Group, and the Management Committee or Manager, when acting in accordance with their authority; and any failure to comply with any of the provisions of said Act, Declaration, Doctors Park Owners Group Operating Agreement and Building Rules and Regulations, agreements and/or determination, or of any amendments thereto shall be grounds for an action by the Doctors Park Owners Group or the Management Committee to recover any loss or damage resulting therefrom or for injunctive relief.
- ix. The provisions of this Declaration shall be in addition to and supplemental to the provisions of the Act.

- x. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.
- xi. This Declaration shall take effect upon recording as provided by the Act.
- p. The Unit Owners shall have the right to amend this Declaration, the plat and the plans to be filed herewith, upon the approval and consent of Unit Owners representing not less than two-thirds of the undivided interests in the Common Areas and Facilities and the first mortgages of said Owners, which approval and consent shall be by instrument duly recorded in the office of the Register of Deeds for Buncombe County, North Carolina.

IN WITNESS WHEREOF, INVESTMENT PROPERTIES OF ASHEVILLE, INC., Owner, has caused these presents to be executed by its officers and its corporate seal affixed, all by authority of its Board of Directors duly given.