

Prepared by:  
David C. Neumann, esq.

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STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

AGREEMENT OF MERGER OF  
WATERFORD PLACE CONDOMINIUM EIGHT, A CONDOMINIUM,  
WATERFORD PLACE CONDOMINIUM NINE, A CONDOMINIUM,  
WATERFORD PLACE CONDOMINIUM TEN, A CONDOMINIUM, AND  
WATERFORD PLACE CONDOMINIUM ELEVEN, A CONDOMINIUM

THIS AGREEMENT made and entered into this the 14th day of April, 1989, by and among WATERFORD PLACE CONDOMINIUM ASSOCIATION EIGHT, a non-profit North Carolina corporation, WATERFORD PLACE CONDOMINIUM ASSOCIATION NINE, a non-profit North Carolina corporation, WATERFORD PLACE CONDOMINIUM ASSOCIATION TEN, a non-profit North Carolina corporation, and WATERFORD PLACE CONDOMINIUM ASSOCIATION ELEVEN, a non-profit North Carolina corporation.

W I T N E S S E T H:

THAT WHEREAS, Waterford Place Partnership, executed and caused to be recorded in Condominium Book 4, Page 225, Transylvania County Registry, the Declaration of Condominium for Waterford Place Condominium Eight, a Condominium; and

WHEREAS, Waterford Place Partnership, executed and caused to be recorded in Condominium Book 4, Page 362, Transylvania County Registry, the Declaration of Condominium for Waterford Place Condominium Nine, a Condominium; and

WHEREAS, Waterford Place Partnership, executed and caused to be recorded in Condominium Book 4, Page 565, Transylvania County Registry, the Declaration of Condominium for Waterford Place Condominium Ten, a Condominium; and

WHEREAS, Waterford Place Partnership, executed and caused to be recorded in Condominium Book 5, Page 1, Transylvania County Registry, the Declaration of Condominium for Waterford Place Condominium Eleven, a Condominium; and

WHEREAS, the unit owners of Waterford Place Condominium Eight, a condominium, Waterford Place Condominium Nine, a condominium, Waterford Place Condominium Ten, a condominium, and Waterford Place Condominium Eleven, a condominium, desire to merge into a single condominium; and

WHEREAS, Paragraph 18(c) of the Declaration of Unit Ownership of Waterford Place Condominium Eight, a Condominium, Waterford Place Condominium Nine, a condominium, Waterford Place Condominium Ten, a condominium, and Waterford Place Condominium Eleven, a condominium, provides that amendments to the Declaration may be made by not less than eighty (80) percent of the votes of the entire membership of the association; and

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WHEREAS, the Board of Directors presented to their respective memberships a Resolution for the adoption of the Agreement of Merger of Waterford Place Condominium Eight, a condominium, Waterford Place Condominium Nine, a condominium, Waterford Place Condominium Ten, a condominium, and Waterford Place Condominium Eleven, a condominium, and said Resolution was approved by one hundred (100) percent of the votes of the entire membership of each association; and

WHEREAS, the Associations desires said Agreement of Merger be recorded in the Transylvania County Registry of deeds.

NOW, THEREFORE, the membership of the Waterford Place Condominium Association Eight, Waterford Place Condominium Association Nine, Waterford Place Condominium Association Ten, and Waterford Place Condominium Association Eleven, amend the Declaration of Condominium for each condominium as follows:

1. By deleting in its entirety Paragraph 1(a) of each Declaration and substituting in lieu thereof a new Paragraph 1(a) which reads as follows:

"(a) The name by which this Condominium is to be identified is Waterford Place Condominium of Brevard, a Condominium, hereinafter called the "Condominium" and its address is Post Office Box 1315, Pisgah Forest, N.C. 28768."

2. By deleting in its entirety Paragraph 2(a) of each Declaration and substituting in lieu thereof a new Paragraph 2(a) which reads as follows:

"(a) "Association" means the Waterford Place Condominium Association of Brevard and its successors."

3. By deleting in its entirety Paragraph 6 of each Declaration and substituting in lieu thereof a new Paragraph 6 which reads as follows:

"SHARES OF COMMON ELEMENTS AND EXPENSES.

Each Unit Owner shall own a share in the common elements in any surplus possessed by the Association, and be liable for common expenses and have a percentage vote as follows:

Unit 801	6.0%
Unit 804	6.0%
Unit 901	6.0%
Unit 904	6.0%
Unit 1001	6.0%
Unit 1004	6.0%
Unit 1101	6.0%
Unit 1104	6.0%
Unit 802	6.5%

Unit 803	6.5%
Unit 902	6.5%
Unit 903	6.5%
Unit 1002	6.5%
Unit 1003	6.5%
Unit 1102	6.5%
Unit 1103	6.5%

4. The first fifteen (15) words of the first paragraph of Paragraph 10 shall be changed to read "the operation of the Condominium shall be by Waterford Place Condominium Association of Brevard, herein called..."

5. By deleting in its entirety Paragraph 22 of each Declaration and substituting in lieu thereof a new Paragraph 22 which reads as follows:

"APPOINTMENT OF PROCESS AGENT.

In accordance with the provisions of G.S. 47A-13-(7), David C. Neumann is hereby designated as the person to receive service of process. The address of said process agent is P. O. Box 1175, 52 West Main Street, Brevard, North Carolina, 28712. In the event of his death, resignation or removal, his successor shall be appointed by the Board of Directors of the Association as provided in Article XI of the By-Laws thereof."

6. By deleting in its entirety Paragraph 23 of said Declaration and substituting in lieu thereof a new Paragraph 23 which reads as follows:

"MERGER OF CONDOMINIUMS.

Waterford Place Condominium Eight, a Condominium, Waterford Place Condominium Place Nine, a Condominium, Waterford Place Condominium Ten, a Condominium and Waterford Place Condominium Eleven, a Condominium, have by agreement merged into a single condominium to be Waterford Place Condominium of Brevard. The resultant condominium, Waterford Place Condominium of Brevard shall be, for all purposes, the legal successor of all the preexisting condominiums and the operation and activities of all associations of the preexisting associations shall be merged into a single association which shall hold all powers, rights, obligations, assets and liabilities of all preexisting associations. In the reading and interpretation of this Declaration of Unit Ownership it should be considered one of the four Declarations which together will serve and is intended to be the Declaration of Unit Ownership of Waterford Place Condominium of Brevard."

7. By deleting in its entirety Exhibit "F", of each Declaration and substituting in lieu thereof a new Exhibit "F" which reads as follows:

"Rules and Regulations of Waterford Place Condominium Association of Brevard.

1. The sidewalks, entrances and passages must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
2. No commercial sign, advertisement or notice shall be exhibited, inscribed, painted or affixed by a resident on any part of the condominium premises or building without the prior written consent of the Association.
3. No awnings or other projections other than bird feeders, flags and flower pots shall be attached to the outside walls of the building.
4. Ground areas under the porches of the units shall be kept tidy.
5. No baby carriages, velocipedes or bicycles shall be allowed to stand in the common areas of the condominiums.
6. All garbage and refuse must be placed in closed containers and kept in the garage and not places outside until the day of pickup.
7. An emergency key list shall be maintained in the Clubhouse.
8. No resident shall allow anything to fall from windows or decks nor sweep or throw from the premises any dirt or other substances into any of the other portions of the building or upon the grounds.
9. No resident shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such person that will interfere with the rights, comforts, or convenience of other residents. No resident shall play upon or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, TV set or radio in his unit between the hours of 11 P.M. and the following 8 A.M., if the same shall disturb or annoy other occupants in the Buildings. Radios or televisions should not be played on the porch or deck or common areas. No resident shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.
10. Care should be taken when washing cars or using a hose for other purposes so that the water does not run onto a neighbors property.

11. No clothing, rugs, mops or linen shall be hung on the exterior of the buildings. Rugs or mops shall not be shaken from windows or decks.

12. No radio or television aerials shall be installed without written consent of the Association. Any aerial erected without the consent of the Association is liable to removal, without notice.

13. Charcoal grills shall not be used on porches or decks of any unit.

14. No discharge of firearms around the condominiums shall be allowed.

15. Residents shall not park, and shall not permit their guests or invitees to park any vehicle other than conventional passenger vehicles on any part of the property. Vehicle maintenance shall not be performed on any part of the property now or hereafter known as Waterford Place Condominiums unless inside a garage. No vans, campers, trailers, boats or other recreation vehicles shall be parked in or on the property unless approved by the Association.

16. Contract for the flue cleaning should be negotiated by the Association on an annual basis and cost of such cleaning to be billed to the unit owner as an assessed expense.

17. No resident shall do anything or allow any condition to exist which would increase the insurance rates of the units.

18. No resident shall allow any insecticide or other pollutant to flow into any stream or body of water adjoining its property nor shall he block the flow of any stream or drainage area without the consent of the Association.

19. No major new plantings nor any changes in existing plantings or landscaping in the common areas may be made without prior approval of the association.

20. No animal shall be kept on condominium property except normal small household pets ordinarily kept in homes. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions or other nuisance. No savage or dangerous animal shall be kept or permitted on condominium property. No more than one household pet shall be housed within a unit with the exception of any person who now has more than one pet may be allowed to keep the two, but if one expires that resident will not be allowed to replace the pet with another. No pets will be permitted to run loose upon the

common areas and facilities and any resident who causes or permits any animal to be brought or kept upon condominium property shall indemnify and hold the regime harmless for and from any loss, damage or liability which it sustains as a result of the presence of such animal on the condominium property, regardless of whether the regime or association has given permission therefore.

Whenever such pet is outside the living unit, then the pet must be on a leash and any animal droppings which occur during such time as the pet is outside the living unit must be immediately collected by the owner.

21. No parking on lawns will be permitted. Permanent parking shall be limited to two (2) cars; one in the garage and one in the driveway, if space permits.

22. Occupancy shall be limited to one family per unit.

23. No sub-leasing without approval by the association.

Dated:

Approved by the Association:

WATERFORD PLACE CONDOMINIUM  
ASSOCIATION EIGHT

By: Raymond J. Randolet  
President

Attest:

Mary K. Yearbough  
Secretary

WATERFORD PLACE CONDOMINIUM  
ASSOCIATION NINE

By: Charles M. Drake  
President

Attest:

Cathy R. Klein  
Secretary

WATERFORD PLACE CONDOMINIUM  
ASSOCIATION TEN

By: Raymond A. Lemier  
President

Attest:

Dr. Cleve J. Pramme  
Secretary

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WATERFORD PLACE CONDOMINIUM  
ASSOCIATION ELEVEN

By: *S. Charlotte Davidson*  
President

Attest:

*Charles L. Boyd*  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Susan B. DeSouza, a notary public, do hereby certify that Mayme K. Yarbrough personally came before me this day and acknowledged that she is \_\_\_\_\_ Secretary of Waterford Place Condominium Association Eight, 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 12<sup>th</sup> day of April, 1989.

*Susan B. DeSouza*  
Notary Public

My Commission Expires:  
My Commission Expires, 05 19 1991



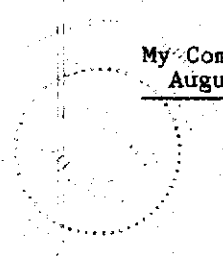
STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Sue A. Green, a notary public, do hereby certify that Carolyn R. Klein personally came before me this day and acknowledged that she is \_\_\_\_\_ Secretary of Waterford Place Condominium Association Nine, 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 14th day of April, 1989.

*Sue A. Green*  
Notary Public

My Commission Expires:  
August 26, 1992



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Susan B. DeSouza, a notary public, do hereby certify that Dr. Clarence L. Brammer personally came before me this day and acknowledged that he is \_\_\_\_\_ Secretary of Waterford Place Condominium Association Ten, 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 11<sup>th</sup> day of April, 1989.

Susan B. DeSouza  
Notary Public

My Commission Expires: 03 19 1991



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Susan B. DeSouza, a notary public, do hereby certify that Charles L. Boyd personally came before me this day and acknowledged that he is \_\_\_\_\_ Secretary of Waterford Place Condominium Association Eleven, 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 11<sup>th</sup> day of April, 1989.

Susan B. DeSouza  
Notary Public

My Commission Expires:

COMMISSION EXPIRES, 03 19 1991



STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate of Susan B. De Souza and Sue A. Green

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 6, Page 215.  
This 16 day of June, 1989, at 10 00 o'clock A.M.

Fred H. Jerald  
Register of Deeds

By: \_\_\_\_\_  
Deputy Register of Deeds





**2015006261**

TRANSYLVANIA CO, NC FEE \$26.00  
PRESENTED & RECORDED

12-07-2015 10:51:15 AM

CINDY M OWNBEY  
REGISTER OF DEEDS  
BY: KARIN SMITH  
DEPUTY REGISTER OF DEEDS

**BK: DOC 748**

**PG: 512-516**

## **WPCA BOARD**

**Mike Griffith, Pres. Meg Samuels, VP Kathy Hart, Sec.**

November 4, 2015

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

### **AMENDMENT TO EXHIBIT "F" OF AN AGREEMENT OF MERGER**

This is an Amendment made on this 4<sup>th</sup> day of November, 2015, to a document filed at the Transylvania County North Carolina Register at BK:DOC 312, PG:357-360, #2005015383, on October 10, 2005, concerning the Rules and Regulations of the **Waterford Place Condominium Association of Brevard.**

The following provisions shall replace in their entirety the Rules and Regulations numbered 24 through 52 in the above-referenced document. Should there be any conflict between the original document filed at CD6, Page 215 at Provision 7 (Exhibit "F"), OR the above-referenced document registered on October 10, 2005, **the provisions in this Amendment shall control.**

By executing the attached document, the Officers of the Waterford Place Condominium Association of Brevard acknowledge that all proper procedures have been followed for the approval of this Document for the Association.

Rules and Regulations of Waterford Place Condominium Association of Brevard, NC

November 4, 2015

1. The sidewalks, entrances and passages must not be obstructed or encumbered.
2. No commercial sign, advertisement or notice shall be exhibited, inscribed, painted or affixed by a resident on any part of the condominium premises or building without the prior written consent of the WPCA Board (hereafter known as the "Board" in this document). A real estate sign is permitted in the yard or the window of a condo that is for sale.
3. No awnings or other projections, including decorative items, shall be attached to the outside siding of the buildings. Holes in the siding must be sealed to prevent water and insect entry.
4. No motorcycles or bicycles shall be allowed to remain in the common areas overnight.
5. All garbage and refuse must be placed in closed containers, kept in the garage and not placed outside until the day of pickup.
6. Residents are encouraged to furnish a house key to a neighbor or local resident for emergency use. A list will be distributed to residents.
7. Care should be taken when washing cars or using a hose for other purposes, so that the water does not run onto a neighbor's property.
8. No clothing, rugs, mops or linen shall be hung on the exterior of the buildings.
9. Charcoal or gas grills shall not be used on porches or decks of any condo.
10. No discharge of firearms around the condominiums shall be allowed.
11. Residents shall be considerate of neighbors, in regard to disturbing noise that would interfere with the rights or comforts of other residents. Smoking is not permitted on screened porches and decks.
12. Residents shall not park, and shall not permit their guests to park, any vehicle other than conventional passenger vehicles on any part of the property. No vans, campers, trailers, boats or other recreation vehicles shall be parked on the property unless approved by the Board.
13. Residents using their fireplaces shall have their fireplace flues checked and, if necessary, cleaned at least once every two years.

14. SAFETY MEASURES: It is recommended that:
  - a. HVAC systems and dryer ducts be professionally checked annually and cleaned out as required.
  - b. Every condo have a workable fire extinguisher, smoke detectors, and carbon monoxide detectors.
15. No resident shall allow any condition to exist, such as hazardous materials, which would increase the insurance rates of the units.
16. No resident shall allow any insecticide or other pollutant to flow into any stream or body of water adjoining the property of the Waterford Place Condominiums, nor shall he/she block the flow of any stream or drainage areas.
17. No more than two household pets should be housed in a unit. Owners are responsible for the care and restraint, as is necessary, to prevent them from being offensive on account of noise, odor, unsanitary conditions or other nuisances. No dangerous animal shall be kept or permitted on condominium property.
18. No permanent parking on lawns will be permitted. Permanent parking shall be limited to two (2) cars per condo.
19. Occupancy shall be limited to one family per unit, with the exception of a live-in caregiver.
20. No sub-leasing less than six months is permitted. Owner maintains all responsibility for upkeep and liability issues.
21. The following assessments are levied on the members at the present time:  
Exterior insurance and lights.....due February 15  
WPCA dues.....Equal quarterly payments (Jan. 15, April 15, July 15, and Oct. 15)
22. The shut-off valves for all outside faucets are located in the basements of the lower units. These outside water lines will have to be drained in the fall. For this reason, the cooperation of the residents in the lower units is needed to shut off or turn on these valves whenever requested. A reminder notice will be distributed in November for turn off. The shut-off valve should be clearly identified in the basement of the lower units.
23. Owners of upper condos will maintain the ground and existing plantings on the side of the building. Owners of lower condos will maintain the front garden and courtyard gardens and paths. Owners of lower condos will also maintain plantings between the back of the building and to within five feet of the lake.

Vegetation within five feet of the edge of the lake will be maintained by the WPCA. The decks or area on ground level shall not be used as storage areas. Ground area under the decks shall be kept organized and devoid of trash, debris, and harmful chemicals.


**No major new plantings or any changes in existing plantings or landscaping in the common areas may be made without prior approval of the Board.**

24. New installations of hardwood floors are not allowed in upstairs condos to prevent excessive noise for occupants below.
25. Condo exterior washing and painting will be done at budgetary solvency.
26. The porch screens are an internal installation and integral part of the unit that is the responsibility of the condo owner.
27. Open upper and lower decks and attached stairs need to be maintained in good condition. Rotted board replacements and painting are the responsibility of the owner.
28. Forty percent of the cost of roof replacement will be assumed by the WPCA operating and/or reserve fund, provided funds are available. The balance will be divided equally among the four owners. The repair of roof leaks, if reported to the Board in writing, will be paid for by the WPCA. The WPCA will pay for roofs and the exterior of chimneys to be inspected once a year and for repairs when required. Exterior dryer outlets will be inspected and cleaned (if necessary) at the same time.
29. Maintenance of the driveways is the responsibility of the four owners in the condo building. Either the lower and upper owners on one side of the building can agree to fix cracks and recoat their shared driveway, or all four owners can agree to fix cracks and recoat both driveways at the same time. Cost of the job will be equally shared by the owners involved.
30. NOTE: A fine of \$50.00 will be levied for an infraction of the "Rules and Regulations," if a letter of warning from the WPCA Board has not resulted in cooperation. Continued disregard for the rules will result in further fines of \$50.00 per month, until the infraction is corrected. Owners will be responsible for compliance to these rules by tenants, if applicable.

**AMENDMENT TO EXHIBIT "F" OF AN AGREEMENT OF MERGER  
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Michael Griffith, President

  
Meg Samuels, Vice-President

  
Kathy Hart, Secretary

County of: Transylvania  
State of: North Carolina

Kathy Hart personally appeared  
before me on 12-7-2015.

Notary: Karen C. Galloway

Printed: Karen C. Galloway

**KAREN C. GALLOWAY  
NOTARY PUBLIC  
Transylvania County  
North Carolina  
My Commission Expires Jan. 11, 2019**