

Prepared by and Return to: John A. Northen, NORTHEN & LITTLE
431 W. Franklin St., Chapel Hill, NC 27514

DECLARATION OF UNIT OWNERSHIP
UNDER THE PROVISIONS OF CHAPTER 47A OF THE
GENERAL STATUTES OF NORTH CAROLINA, AND OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW TERRACE CONDOMINIUMS

This Declaration is made on the date hereinafter set forth by Willow Terrace Development, Inc., P.O. Box 2205, Chapel Hill, NC 27514, hereinafter referred to as the "Declarants."

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain property in Orange County, North Carolina, which is more particularly described as follows:

BEING all of Tracts 1 and 1A according to map entitled "Conner Ridge, Chapel Hill, N.C., E.N. Richards, Owner," dated May 18, 1964, prepared by J.L. Castleberry, Jr., Registered Engineer, and recorded in Map Book 13, Page 124, of the Orange County Registry, North Carolina.

PIN: 9799-13-7408

TM: 7.47.A.9.1

Whereas, Declarants desire and intend to divide the multi-unit buildings and certain other improvements heretofore constructed upon said property into condominium units, or "units" as those terms are defined under the provisions of the North Carolina Unit Ownership Act, and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed, and

WHEREAS, the Declarants desire and intend by the filing of this Declaration, to submit the above described property and the multi-unit buildings located thereon and all other improvements constructed, together with all appurtenances thereto, to the provisions of the North Carolina Unit Ownership Act (Chapter 47A, North Carolina General Statutes):

NOW THEREFORE, the Declarants do hereby publish and declare that all of the property described above and as described in Paragraph 2 below is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and a benefit to Declarants, their successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions: To the extent applicable to this declaration and not inconsistent herewith, all definitions contained and set forth in the Unit Ownership Act, as of this time being Chapter 47A of the General Statutes of North Carolina, as the same may be amended from time to time (herein referred to as "the Act") are incorporated herein by reference and shall have the same force and effect as if set forth verbatim and made a part hereof.

2. Descriptions and Unit Designations:

(a) The description of the land on which the buildings and improvements are located is set forth on page 1 of this Declaration.

(b) The sixteen buildings are one and two story structures constructed on concrete slab (except for one building having a basement, as shown on plans filed herewith, constructed on concrete block foundation), and are of wood frame construction with partial brick veneer and partial wood siding, and poured concrete floors.

The buildings referred to hereinabove are more particularly described and portrayed in the plans of said buildings, a copy of which is attached to the original of the Declaration and made a part hereof and designated as Exhibit A and filed with the Register of Deeds of Orange County simultaneously herewith showing all particulars of the buildings including the layout, location, ceiling and floor elevations, unit numbers and dimensions of the units, and location of the common areas and facilities affording access to each unit. Such plans bear the verified statement of a registered architect or licensed professional engineer, certifying that said plans are an accurate copy of the plans of said multi-unit buildings.

(c) The unit designation of each unit and the building in which said unit is located are set forth on the attached Exhibit B and incorporated by reference. The unit designation of each condominium unit, its location, its dimensions, approximate area, number of rooms and common areas and facilities to which it has immediate access, and other data concerning its proper identification are set forth on Exhibit A which is attached to the original of this Declaration and made a part hereof as referred to hereinabove.

Fourteen units are one-bedroom units, each situated entirely on one floor and at the end of a building, except for two one-bedroom units which together comprise a separate building. Eighty-two units are two-bedroom townhouse units, situated on two floors with the second-floor portion of

each unit directly over the first-floor portion thereof; and an additional fourteen units of similar but more recent construction. The relative current fair market value of each unit is reflected in the relative percentages of ownership of each unit in and to the common areas and facilities.

Each unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings (2nd story ceilings for two-story units) and floors (1st story floors for two-story units) which are shown on said plans, subject to such encroachments as are contained in the building, whether the same now exist or may be caused or created by construction, settlement or movement of the building, or by permissible repairs, construction or alteration.

In addition, separate and individual heat pumps, air conditioning units, furnaces, or compressors associated therewith and serving separate and individual units shall be deemed to be a part of each respective unit, and not a part of the common areas and facilities; provided, however, the wiring, piping, conduit, and other materials connecting each unit to its respective heat pump, air conditioning unit, furnace, or compressor shall be deemed to be part of the common area and facilities.

3. Common Areas and Facilities: The common areas and facilities consist of all parts of the multi-unit buildings situated on the property described hereinabove, other than the individual dwelling units therein and described in Paragraph 2 hereinabove, including, without limitation, the following (except such portions of the following as may be included within an individual unit):

(a) The land on which the buildings are erected and all lands surrounding the buildings as is more fully described on page 1 of this

Declaration and as appears on plat and survey appearing of record in Plat Book 38 at page 66-67, Orange County Registry.

(b) All foundations, columns, girders, beams, supports and other structural members.

(c) All exterior walls and interior walls except those partitioned walls wholly within a unit.

(d) Roofs, outside steps, walks, parking lots, drives, bridge or bridges, and entrances to and exits from the buildings.

(e) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, incinerating and all other mechanical equipment pertaining thereto existing for common use; excluding however, any heat pumps, air conditioning units, furnaces, or compressors as described generally in Paragraph 2 hereinabove as part of individual unit(s).

(f) All sewer pipes not maintained by OWASA or other municipal authorities.

(g) All other parts of the property and all apparatus and installations existing in the buildings or upon the property intended for common use or necessary for or convenient to the existence, maintenance or safety of the property.

(h) The initial undivided interest of each unit owner in the common areas and facilities above described is as set forth on the attached Exhibit B.

The undivided interest of each unit owner in the common areas and facilities as herein set forth shall not be altered except with the unanimous consent of all unit owners and the holders of all liens affecting any units expressed in an amendment to this declaration.

(1) There are no limited common areas or facilities.

4. Association of Unit Owners: The administration of the condominium project shall be vested in its association of unit owners to be known as Willow Terrace Unit Ownership Association in accordance with the By-Laws of Willow Terrace Unit Ownership Association appended hereto^{as Exhibit C}. The membership of the association shall consist of all of the unit owners of the project, including the Declarants, so long as said Declarants or either of them retain ownership of one or more of the project units. The owner of any unit, upon acquiring title thereto, shall automatically become a member of Willow Terrace Unit Ownership Association, and shall be required to remain a member thereof until such time as his, her, or its ownership of such unit ceases for any reason, when his, her or its membership in Willow Terrace Unit Ownership Association shall automatically cease. Operation of the project and the maintenance, repair, replacement and operation of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of Chapter 47A of the North Carolina General Statutes, entitled "Unit Ownership Act," this Declaration and the By-Laws of Willow Terrace Unit Ownership Association.

5. Use. The buildings and each of the units shall be used for residential purposes only; provided however that Unit 70 may also or alternatively be used for general business office purposes. Any unit owner may delegate to the members of his family, guests, tenants, in accordance with the By-Laws of Willow Terrace Unit Ownership Association, his rights of possession, use and enjoyment of his unit and the common area and facilities. No fencing shall be erected by any unit owner without permission of the Willow Terrace Unit Ownership Association.

6. Person to Receive Service of Process: John A. Northen is hereby designated to receive service of process in any action which may be brought against or in relation to this condominium. Said person's place of business is 431 W. Franklin Street, Chapel Hill, NC 27514, which is within the city or county where the buildings are located.

7. Easements. Each unit owner shall have an easement in common with the other owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, lines, wires, ducts, cables, conduits, public utility lines and other common facilities serving such other units and located in such other unit. The Manager or the Board of Directors, as the case may be, hereafter may grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires under any portion of the common areas; and each unit owner hereby grants the Manager or the Board of Directors, as the case may be, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each unit owner such instruments as may be necessary to effectuate the foregoing.

8. Partitioning: The common areas and facilities shall not be divided nor shall any right to partition any portion thereof exist. Nothing herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entireties, jointly, or in common or in any other form by law permitted.

9. Liens: While the property remains subject to this Declaration and the provisions of the North Carolina Unit Ownership Act, no liens of any nature shall arise or be created against the common areas and facilities except with the unanimous consent in writing of all of the condominium unit owners and the holders of first liens thereon except such liens as may arise or be created against the several units and their respective common interests under the provisions of the North Carolina Unit Ownership Act. Every agreement for the performance of labor, or the furnishing of materials to the common areas and facilities, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the right to file a mechanic's lien or other similar lien by reason of labor performed or materials furnished is waived.

10. Nature of Interest in Units: Every condominium unit, together with its undivided interest in the common areas and facilities, for all purposes shall be and it hereby is declared to be a separate parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of its condominium unit subject only to the covenants, restrictions and easements as may be contained herein and the By-Laws of Willow Terrace Unit Ownership Association and the Rules and Regulations adopted pursuant thereto and the resolutions and decisions of the Board of Directors.

11. Insurance: Insurance coverage on the property shall be governed by the following provisions:

(a) Ownership of Policies: All insurance policies insuring the condominium property shall be purchased by the Board of Directors for the benefit of the Board of Directors and the unit owners and their mortgagees

as their interests may appear, and provisions shall be made for the issuance to the mortgagees of unit owners certificates of mortgagee endorsements. Unit owners may, at their option, obtain insurance coverage at their own expense and upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(b) Coverage: All buildings and improvements upon the land and all personal property included in the common areas and facilities shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors with the assistance of the insurance company providing such coverage. Such coverage shall provide protection against

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use.

Public liability insurance shall be secured by the Board of Directors in such amount and with such coverage as shall be deemed necessary by the Board of Directors, including but not limited to an endorsement to cover liability of the unit owners as a group to a single unit owner. There shall also be obtained such other insurance coverage as the Board of Directors from time to time shall determine to be desirable and necessary.

(c) Premiums: Premiums for insurance policies purchased by the Board of Directors shall be paid by the Board of Directors as a common expense.

(d) Proceeds: All insurance policies purchased by the Board of Directors shall be for the benefit of the Board of Directors and the unit owners and their mortgagees as their interests may appear, and shall provide

that all proceeds thereof shall be payable to the Board of Directors insurance trustees under this Declaration. The sole duty of the Board of Directors as insurance trustees shall be to receive such proceeds as paid and to hold the same in trust for the purposes elsewhere stated or stated in the By-Laws and for the benefit of the unit owners and the mortgagees in the following shares:

(1) Proceeds on account of damage to common areas and facilities shall be held as and in the nature of an undivided share for each unit owner, such share being the same as each unit owner's undivided interest in the common areas and facilities as set forth hereinabove.

(2) Proceeds on account of damage to units shall be held as follows:

(A) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors, such proceeds to be held in undivided shares.

(B) When the building is not to be restored - an apportioned share for each unit owner of the damaged units with such apportionment to be a ratio identical to the ratio which the original purchase price of each individual unit so damaged bears to the aggregate original purchase price of all of the units so damaged.

(3) In the event a mortgage endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

12. Distribution of Insurance Proceeds: Proceeds of insurance policies received by the Board of Directors as insurance trustees shall be

distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of the Trust: All expenses of the insurance trustees shall be first paid or provision made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as provided by Paragraph 13 hereof. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners.

(c) Failure to Reconstruct or Repair: If it is determined as provided in Paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof.

13. Damage and Destruction: Except as hereinafter provided, damage to or destruction of the building or buildings shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance on the buildings for that purpose and unit owners shall be liable for assessment of any deficiency; provided, however, if the entire group of buildings be more than two-thirds destroyed by fire or other casualty and the owners of three-fourths of all of the units in the several buildings located on subject property resolve not to proceed with reconstruction or restoration, then in that event the property shall either be (a) sold or otherwise transferred as hereinafter provided, or (b) deemed to be owned as tenants in common by the unit owners of the destroyed buildings and subject to the provisions of North Carolina General Statutes 47A-25 as the same exists at the date hereof or as amended hereafter. The determination of

whether to sell the property or to make the property subject to the provisions of North Carolina General Statutes 47A-25 shall be by affirmative vote of three-fourths of all of the unit owners of the several buildings.

Any reconstruction or repair shall be in accordance with the plans of the original building, portions of which are attached hereto as exhibits; and if not, then according to the plans and specifications approved by the Board of Directors.

14. Mortgaging of Units: No unit owner may mortgage his unit or any interest therein without the approval of the Board of Directors, except as to a first mortgage lien made to a bank, life insurance company, real estate investment trust, or savings and loan association, or to the seller of such unit. The Board of Directors may and it is hereby authorized to impose reasonable conditions upon which approval as to any other mortgage shall be given. Each unit owner who shall mortgage or otherwise encumber his unit or any interest therein shall furnish to the Board of Directors a copy of all such mortgages, deeds of trust or other instruments creating such encumbrances.

The holder of any mortgage encumbering a unit or any interest therein shall be entitled to written notification from Willow Terrace Unit Ownership Association and Willow Terrace Unit Ownership Association shall so give such written notification of any default by the mortgager of such unit or any interest therein in the performance of said mortgager's obligations under the Willow Terrace Declaration of Unit Ownership and any amendment thereto or the By-Laws and any amendment thereto or the Rules and Regulations of Willow Terrace Unit Ownership Association which default is not cured within thirty (30) days.

15. Subordination: Nothing contained in this Declaration shall impair or defeat the lien of any first mortgage or deed of trust made in good faith and for value, but the title to any unit or any interest therein is subject to this Declaration.

16. Restrictions:

(a) It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such property, which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on in or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to other unit owners. There shall not be maintained in or upon any unit any plants, poultry or animals, other than households pets as hereinafter specified and allowed, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the other unit owners thereof.

(c) Household pets may be maintained in or upon any unit in accordance with the Rules and Regulations as adopted by the Willow Terrace Unit Ownership Association.

(d) No commercial signs (including "For Rent," "For Sale," and other similar sign), or property identification signs, shall be erected or maintained on any unit, except with the written permission of the Board of Directors, or except as may be required by legal proceedings, it being

understood that the Board of Directors will not grant permission for said signs unless their erection is reasonably necessary.

(e) Garbage and trash shall be disposed of only in areas specifically designated therefor.

(f) No structure of a temporary character shall be placed upon the property at any time.

(g) No tent, barn, storage shed, garage, tree house or other similar outbuilding or structure shall be placed on the property at any time, either temporarily or permanently.

(h) No trailer, camper, boat, mobile home, van or any other motor vehicle other than conventional passenger automobiles or motorcycles or motor scooters shall be privileged to use the unscreened parking areas located and situate upon the project, and one designated parking space shall be assigned to the owner of each unit and shall be reserved to the exclusive use of the unit owner. Motorcycles and motor scooters, if equipped with proper muffler, may be parked in the unscreened parking areas. Trailers, campers, boats, mobile homes, vans and other motor vehicles other than conventional passenger automobiles and motorcycles and motor scooters may be parked upon the project only in screened parking areas designated specifically for such purposes, if any.

(i) No unit shall be used for any commercial or professional purpose, and no professional person shall maintain a public office in any unit; provided, however, that this restriction shall not prevent the use of any unit by a professional person for his own private office not connected with visits from patients, clients, or members of the public; and provided further, that this restriction shall not prevent the use of Unit 70 for general business office purposes.

(j) All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation of this Declaration, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the unit owners owning at least 66 2/3% in common interest of the units affected by such covenants has been recorded agreeing to revise or amend or rescind said covenants in whole or in part.

(k) In the event of a violation or breach of any of these restrictions contained in this Paragraph 16 or of any other restrictions or covenants of this Declaration by any property owner or guest, invitee, or agent of such owner, the owners of units, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing and in the event there shall have been any violation of these restrictions, Declarants shall have the right at any time until six (6) months from and after the date and time as of which all of the units shall have been sold by Declarants to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the offending owner if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring

prior thereto or subsequent thereto, and shall not bar or affect its enforcement.

17. Units Subject to Declaration, By-Laws, Rules and Regulations:

All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and any Rules and Regulations that may be adopted in accordance with the By-Laws as said Declaration, By-Laws, Rules and Regulations may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and any Rules and Regulations which may be adopted are accepted and ratified by such owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were made a part of each and every deed of conveyance or lease.

18. Amendment to Declaration: This Declaration may be amended by the vote of at least 66 2/3% in common interest of all unit owners, except as provided under Paragraph 3(h), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Register of Deeds for and in the County of Orange, State of North Carolina.

19. Invalidity: The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in

full force and effect as if such invalid provisions never had been included herein.

20. Waiver: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

21. Captions: The captions herein are inserted only as a matter of convenience and for reference and such shall not be construed to define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

22. Law Controlling: This Declaration and the By-Laws attached hereto shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed, this the 16 day of December, 1983.

WILLOW TERRACE DEVELOPMENT, INC.

By: Phil Rominger
Phil Rominger, President

Attest: Kay Parker
Kay Parker
Asst. Secretary



-18-

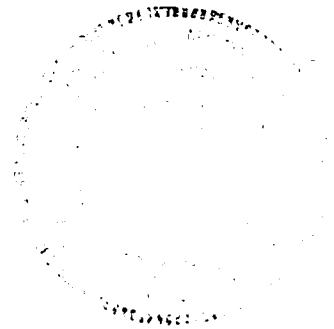
STATE OF NORTH CAROLINA
COUNTY OF ORANGE

ACKNOWLEDGMENT

I, John A. Northen, a Notary Public for said county and state, do hereby certify that Kay Parker personally appeared before me and, being duly sworn, stated that she is the Assistant Secretary of WILLOW TERRACE DEVELOPMENT, INC., and that by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its Corporate Seal, and attested by her as its Assistant Secretary.

Witness my hand and Notarial Seal, this the 16 day of December, 1983.

John A. Northen
Notary Public

My Commission Expires: 12/22/85

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate is of John A. Northen

A Notary (~~or Notary~~) Public of the designated Governmental units is (~~also~~) certified to be correct. Filed for registration this the 4th day of January, 19 84, at 11:17 o'clock, A.M.

in Record Book 449 Page 3

Return:

By Betty June Hayes, Register of Deeds
Assistant Deputy
Register of Deeds

RTHEN & LITTLE
ATTORNEYS AT LAW
11 W. FRANKLIN ST
PEL HILL N.C. 27514

FILED
BOOK 449 PAGE 3
JAN 4 11 17 AM '84
BETTY JUNE HAYES
REGISTER OF DEEDS
ORANGE COUNTY

EXHIBIT B

WILLOW TERRACE CONDOMINIUM DECLARATIONS

<u>Buildings & Unit Numbers</u>	<u>Percentage Ownership in Common Area</u>	<u>Votes Assigned</u>
<u>Building One</u>		
Unit 1	0.6951	7
Unit 2	0.9298	10
Unit 3	0.9298	10
Unit 4	0.9298	10
Unit 5	0.9298	10
Unit 6	0.9298	10
Unit 7	0.9298	10
Unit 8	0.6951	7
<u>Building Two</u>		
Unit 9	0.9298	10
Unit 10	0.9298	10
Unit 11	0.9298	10
Unit 12	0.9298	10
Unit 13	0.9298	10
Unit 14	0.9298	10
Unit 15	0.6951	7
<u>Building Three</u>		
Unit 16	0.6951	7
Unit 17	0.9298	10
Unit 18	0.9298	10
Unit 19	0.9298	10
Unit 20	0.9298	10
<u>Building Four</u>		
Unit 21	0.6951	7
Unit 22	0.6951	7
<u>Building Five</u>		
Unit 23	0.9298	10
Unit 24	0.9298	10
Unit 25	0.9298	10
Unit 26	0.9298	10
Unit 27	0.6951	7
<u>Building Six</u>		
Unit 28	0.9298	10
Unit 29	0.9298	10
Unit 30	0.9298	10
Unit 31	0.9298	10
Unit 32	0.9298	10
Unit 33	0.9298	10

<u>Buildings & Unit Numbers</u>	<u>Percentage Ownership in Common Area</u>	<u>Votes Assigned</u>
<u>Building Seven</u>		
Unit 34	0.9298	10
Unit 35	0.9298	10
Unit 36	0.9298	10
Unit 37	0.9298	10
Unit 38	0.9298	10
Unit 39	0.9298	10
Unit 40	0.6951	7
<u>Building Eight</u>		
Unit 41	0.6951	7
Unit 42	0.9298	10
Unit 43	0.9298	10
Unit 44	0.9298	10
Unit 45	0.9298	10
Unit 46	0.9298	10
Unit 47	0.9298	10
Unit 48	0.9298	10
Unit 49	0.9298	10
<u>Building Nine</u>		
Unit 50	0.9298	10
Unit 51	0.9298	10
Unit 52	0.9298	10
Unit 53	0.9298	10
Unit 54	0.9298	10
Unit 55	0.9298	10
<u>Building Ten</u>		
Unit 56	0.9298	10
Unit 57	0.9298	10
Unit 58	0.9298	10
Unit 59	0.9298	10
Unit 60	0.9298	10
Unit 61	0.9298	10
<u>Building Eleven</u>		
Unit 62	0.9298	10
Unit 63	0.9298	10
Unit 64	0.9298	10
Unit 65	0.9298	10
Unit 66	0.9298	10
Unit 67	0.9298	10
Unit 68	0.9298	10
Unit 69	0.9298	10
Unit 70	0.6951	7

<u>Buildings & Unit Numbers</u>	<u>Percentage Ownership in Common Area</u>	<u>Votes Assigned</u>
<u>Building Twelve</u>		
Unit 71	0.9298	10
Unit 72	0.9298	10
Unit 73	0.9298	10
Unit 74	0.9298	10
<u>Building Thirteen</u>		
Unit 75	0.6951	7
Unit 76	0.9298	10
Unit 77	0.9298	10
Unit 78	0.9298	10
Unit 79	0.9298	10
Unit 80	0.9298	10
Unit 81	0.9298	10
Unit 82	0.9298	10
Unit 83	0.9298	10
Unit 84	0.9298	10
Unit 85	0.9298	10
Unit 86	0.9298	10
Unit 87	0.9298	10
Unit 88	0.6951	7
<u>Building Fourteen</u>		
Unit 89	0.6951	7
Unit 90	0.9298	10
Unit 91	0.9298	10
Unit 92	0.9298	10
Unit 93	0.9298	10
Unit 94	0.9298	10
Unit 95	0.9298	10
Unit 96	0.6951	7
<u>Building Fifteen</u>		
Unit 97	1.0020	10
Unit 98	1.0020	10
Unit 99	1.0020	10
Unit 100	1.0020	10
Unit 101	1.0020	10
Unit 102	1.0020	10
Unit 103	1.0020	10
Unit 104	1.0020	10
<u>Building Sixteen</u>		
Unit 105	1.0020	10
Unit 106	1.0020	10
Unit 107	1.0020	10
Unit 108	1.0020	10
Unit 109	1.0020	10
Unit 110	1.0020	10
<u>TOTALS:</u> 110 UNITS	100.00%	1058 VOTES

2-23-2000 11:22:41

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

JOYCE H. PEARSON
REGISTER OF DEEDS
ORANGE COUNTY, N.C.

AMENDMENT TO "BY-LAWS OF WILLOW TERRACE
UNIT OWNERS ASSOCIATION, INC., NORTH CAROLINA"

Under the authority of ARTICLE VIII – AMENDMENTS AND
RECORDATION of the By-Laws of Willow Terrace Unit Owners Association, Inc., and
with the affirmative vote of Unit Owners owning 66 2/3 % in the common areas and
facilities and the recordation of the Register of Deeds for Orange County, North Carolina,
the amendment of the last sentence of Paragraph 8 of ARTICLE II – ASSOCIATION OF
UNIT OWNERS with the paragraph below will become effective.
BOARD OF DIRECTORS, denoted by underline, will become effective:

QUOTE:

The total number of votes of all voting members at the Annual Meeting shall
equal the total number of units, and each voting member may cast ballots for the number
of units he or she may own and any proxy votes that he or she may be designated to
exercise.

UNQUOTE.

Except as expressly amended herein, all other terms and conditions of said By-
Laws remain the same.

IN WITNESS HEREOF, the Association executes this Amendment this the
20th day of Nov, 1999.

WILLOW TERRACE UNIT
OWNERS' ASSOCIATION, INC.

by: Darrah Degnan ✓
President

Attest: Sue Grinstead ✓
Secretary

February 7, 2000

I hereby certify that Darrah Degnan, President and
Sue Grinstead, Secretary, of Willow Terrace Unit Owners Association, Inc.
personally appeared before me this day
and WITNESS my hand and official seal the day and year first above
written.

WILAI WONG, Notary Public

My Commission Expires August 25, 2002

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

FILED
23 FEB 2000, at 11:22:41am
Book 2045, Page 62 - 62
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

AMENDMENT TO "BY-LAWS OF WILLOW TERRACE
UNIT OWNERS ASSOCIATION, INC., NORTH CAROLINA"

Under the authority of ARTICLE VIII - AMENDMENTS AND RECORDATION of the By-Laws of Willow Terrace Unit Owners Association, Inc., and with the affirmative vote of Unit Owners owning 66 2/3 % in the common areas and facilities and the recordation of the Register of Deeds for Orange County, North Carolina, the amendment of the last paragraph of Paragraph 2 of ARTICLE III - BOARD OF DIRECTORS, denoted by underline, will become effective:

QUOTE:

The size of the Board of Directors thereafter may be increased or decreased from time to time upon the affirmative vote of the unit owners owning 66 2/3% of the aggregate interest in the common areas and facilities, provided that said Board shall not be fewer than three (3) in number. The current number of Directors is six (6). Each Director shall hold office for a period of two years (2) or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Each member of the Board shall be one of the unit owners or co-owners; provided, however, that in the event an owner or co-owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, trustee or beneficiary of such trust or manager of such legal entity shall be eligible to serve as a member of the Board.

UNQUOTE.

Except as expressly amended herein, all other terms and conditions of said By-Laws remain the same.

IN WITNESS HEREOF, the Association executes this Amendment this the 20th day of Nov., 1999.

WILLOW TERRACE UNIT
OWNERS' ASSOCIATION, INC.

by: Darrah Degnan ✓
President

Attest: Sue Grinstead ✓
Secretary

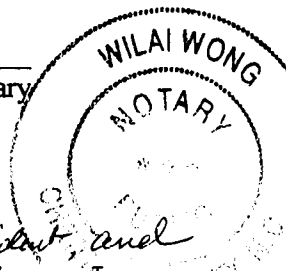
NORTH CAROLINA-ORANGE COUNTY

February 7, 2000

I hereby certify that Darrah Degnan, President, and Sue Grinstead, Secretary, personally appeared before me this day and WITNESS my hand and official seal the day and year first above written.

Walter Wong, Notary Public

My Commission Expires August 25, 2002



original
to [unclear]
11-1-88

1. Section 16(c) as set forth in said Declaration is hereby deleted in its entirety and in lieu thereof is inserted the following:

(c) No pets of any kind can be kept by occupants. Any visitors with pets must keep pets on a leash for the time they are visiting, and such pets cannot be kept on the premises beyond one 24-hour period.

2. Except as expressly modified hereinabove, all other terms and conditions of said Declaration are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed this the 1st day of November, 1988.

WILLOW TERRACE UNIT
OWNERS ASSOCIATION, INC.

By:

[Signature]
Vice President

ATTEST:

[Signature]

Secretary

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, a Notary Public of the County and State aforesaid, certify that [Signature], personally came before me this day and
Secretary

acknowledged that she is _____ Secretary of WILLOW TERRACE UNIT OWNERS ASSOCIATION, INC., a North Carolina corporation, 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 [Signature] as its _____ Secretary.

Itness my hand and official stamp or seal, this the 1st day of

November, 1988.

[Signature]