

DECLARATION OF UNIT OWNERSHIPUNDER CHAPTER 47ANORTH CAROLINA GENERAL STATUTESFORTHE SANDY CREEK CONDOMINIUMORIGINAL
from Court Records
8/17/99

THIS DECLARATION OF UNIT OWNERSHIP, made this 11th day of April, 1974, by THE SANDY CREEK COMPANY, a North Carolina general partnership (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended, (sometimes hereinafter referred to as the "Unit Ownership Act"):

WHEREAS, Grantor is constructing in successive segments (hereinafter referred to as "Phases") on the parcel of land owned by Grantor described in Paragraph 1 below a condominium development consisting of townhouse dwelling units and attendant facilities (hereinafter referred to as the "Project") established in accordance with the provisions of said Unit Ownership Act and the Project when completed will comprise living units (hereinafter referred to as "Dwelling Units" or "Units"); and

WHEREAS, it is the desire of Grantor to submit a Phase of the Project property hereinafter described in Paragraph 2 below together with the improvements thereon constructed or to be constructed to the provisions of the Unit Ownership Act for condominium ownership; and

WHEREAS, Grantor also desires herein to provide and allow for the submission of successive Phases of the total Project to the condominium form of ownership as said Phases are developed and completed, and to provide for equality of rights, privileges and obligations of all condominium unit owners in all Phases of The Sandy Creek Condominium Project by amending this Declaration as said Phases are developed and completed; and

WHEREAS, Grantor hereby establishes by this Declaration of Unit Ownership a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the Dwelling Units and the co-ownership by the

individual and separate owners thereof, as tenants in common of all of the remaining real property which is the Common Areas and Facilities of the Project (hereinafter as "COMMON ELEMENTS").

NOW THEREFORE, Grantor hereby declares:

1. Legal Description of Project Property

The overall Sandy Creek Condominium Project site (herein as "Project Property") referred to hereinabove is situated in Wake County, State of North Carolina, and is described on Schedule "A" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if said description were set forth herein verbatim in words and figures.

2. Legal Description of Phase of Project Dedicated to Condominium Ownership.

The Phase of the Project Property, that is Phase IA, which is herewith dedicated to condominium or unit ownership is situated in Wake County, State of North Carolina, and described on Schedule "B" annexed and attached hereto, made a part hereof, and incorporated herein by reference as fully and to the same extent as if said description were set forth herein verbatim in words and figures (herein as the "Condominium Property").

The Property described and referred to in this Paragraph 2 is submitted to the provisions of the North Carolina Unit Ownership Act, as the same may be amended or supplemented from time to time.

2A. Legal Description of Proposed Future Phases of the Project.

Grantor, for itself, its successors and assigns, reserves the right herein, but shall not be obligated, to submit additional property in three separate phases to the provisions of the Unit Ownership Act and to the provisions of this Declaration on or before the expiration of five (5) years from and after the date this Declaration is filed of record, by filing Amendments to this Declaration in the Register of Deeds Office of Wake County. The property which may be made subject to this Declaration and the Unit Ownership Act by such an Amendment is shown on the Master Plan attached hereto as a portion of the Drawings described and referred to in Paragraph 3 (J) hereof and therein referred to as Schedule "D" to this Declaration, showing thereon Phase IB, Phase IIA and Phase IIB as "proposed" for The Sandy Creek Condominium. The right herein reserved to submit such additional property shall apply to Phase IB, Phase IIA and Phase IIB as proposed; however the submission

of one or more additional phases as herein provided shall not obligate Grantor to submit additional phases to the provisions of the Unit Ownership Act or to the provisions of this Declaration. It is understood that additional phases, if subjected to this Declaration, shall be so subjected in the following order: First - Phase IB; Second - Phase IIA; and Third - Phase IIB, it being understood that neither Phase IIA nor Phase IIB shall be submitted prior to the submission of Phase IB and Phase IIA.

Proposed Phase IB, Phase IIA and Phase IIB are more fully described on Schedule "B-1" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if said descriptions were set forth herein verbatim in words and figures, on which Schedule Phase IB is Tract 1, Phase IIA is Tract 2 and Phase IIB is Tract 3.

3. Definitions

The terms defined in this Paragraph 3 (except as herein otherwise expressly provided or unless the context hereof otherwise requires) for all purposes of this Declaration of Unit Ownership and of any amendments hereto shall have the respective meanings specified in this Paragraph.

(A) "Unit Owners Association" means THE SANDY CREEK CONDOMINIUM ASSOCIATION which is an unincorporated unit owners' association as defined in the Unit Ownership Act.

(B) "Board" means the Board of Directors of the Unit Owners Association as the same may be constituted from time to time.

(C) "Bylaws" means the Bylaws of the Unit Owners Association attached

hereto as Schedule "C" and made a part hereof.

(D) "Buildings" means the buildings located on the Condominium Property; PROVIDED, HOWEVER, when buildings located on other portions of the Project Property have been added to the Condominium Property pursuant to the provisions of Paragraph 18 hereof, the term buildings shall also include said buildings.

(E) "Unit Ownership Act" means Chapter 47A of the General Statutes of the State of North Carolina as the same may be amended or supplemented from time to time.

(F) "Common Areas and Facilities" (herein as "COMMON ELEMENTS") means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, doors, floors and ceilings of the Buildings, all hallways, storage rooms and laundry rooms, all patios, courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and replacements thereof.

(G) "Common Expenses" means those expenses designated as Common Expenses in both the Unit Ownership Act and this Declaration of Unit Ownership or the Bylaws, including, without limitation, the following:

(i) all sums lawfully assessed against the Unit Owners by the Unit Owners Association;

(ii) expenses of the Unit Owners Association incurred in the administration, maintenance, repair and replacement of the COMMON ELEMENTS; and

(iii) expenses determined from time to time to be Common Expenses by the Unit Owners Association.

(H) "Condominium Property" means all the property described in Paragraph 2 above, buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; PROVIDED, HOWEVER, when portions of the Project Property have been added to the Condominium Property pursuant to the pro-

visions of Paragraph 18 hereof, the term "Condominium Property" shall also include such portions of the Project Property and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all Articles of personal property existing thereon for the common use of the Unit Owners.

(I) "Declaration of Unit Ownership" means this instrument and all of the Schedules and Exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.

(J) "Drawings" means the drawings prepared and certified by Bass, Nixon & Kennedy, Consulting Engineers, dated March 28, 1974 consisting of 3 sheets and by Tolson - Doggett - Bouie, Architects of Raleigh, Incorporated, dated March 28, 1974, and consisting of 8 sheets, in accordance with the Unit Ownership Act relating to the Condominium Property, which Drawings are identified as Schedule "D" annexed and attached hereto and made a part of this Declaration.

(K) "Limited Common Areas and Facilities" (herein as "LIMITED COMMON ELEMENTS") means those parts of the COMMON ELEMENTS reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph 7, Section D hereof.

(L) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(M) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the COMMON ELEMENTS appertaining thereto.

(N) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Unit Owners Association or the Board from time to time.

(O) "Dwelling Unit" or "Unit" means that part of the Condominium Property described in Paragraph 6 hereof.

(P) "Unit Owner" means any person or persons, natural or artificial, owning the fee simple estate in a Unit and an undivided percentage interest in the COMMON ELEMENTS.

(Q) The use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.

4. Name

The Condominium Property shall be known as THE SANDY CREEK CONDOMINIUM.

5. General Description, Phase IA.

The Condominium Property includes eight (8) two-story buildings without

basements. Each building contains at least four (4), and not more than eight (8) Dwelling Units for a total of forty-seven (47) Dwelling Units in said Phase 1A. Each building is of wood frame construction with exterior finish of wood siding. Wood is the principal material of which each building is constructed. The floor in each building is concrete slab (as shown on the plans) covered by carpet and tile and the walls and ceilings are sheetrock. Reference is made to the drawings for a more detailed description of the buildings and Dwelling Units, including the location, layout, dimensions (area), of the Dwelling Units and the COMMON ELEMENTS. The buildings are not named but are designated alphabetically from A through H. The Dwelling Units in each building are designated numerically as "1", "2", "3" or "4" up to a maximum of eight (8). Thus, a specific Dwelling Unit will be identified by reference to the alphabetical designation of such building and the numerical designation of such Dwelling Unit. For example, Unit 1 in Building A may be identified as "Unit 1 in Building A", or "Building A, Unit 1", or "Unit A1" or "Unit 1A". Any such designation shall be sufficient as long as it contains the alphabetical designation of the building and the numerical designation of the Dwelling Unit. PROVIDED, HOWEVER, each of said Dwelling Units may be further designated by its street address. The building and unit designation, by alphabet and number, together with the respective street address for each Dwelling Unit is as follows:

<u>BUILDING</u>	<u>UNIT</u>	<u>STREET ADDRESS</u>
A	1	115 Newton Road
	2	117 Newton Road
	3	119 Newton Road
	4	121 Newton Road
	5	123 Newton Road
	6	125 Newton Road
B	1	127 Newton Road
	2	129 Newton Road
	3	131 Newton Road
	4	133 Newton Road
C	1	135 Newton Road
	2	137 Newton Road
	3	139 Newton Road
	4	141 Newton Road
	5	143 Newton Road
	6	145 Newton Road
	7	147 Newton Road
	8	149 Newton Road
D	1	151 Newton Road
	2	153 Newton Road

<u>BUILDING</u>	<u>UNIT</u>	<u>STREET ADDRESS</u>
	3	155 Newton Road
	4	157 Newton Road
	5	159 Newton Road
	6	161 Newton Road
	7	163 Newton Road
	8	165 Newton Road
E	1	167 Newton Road
	2	169 Newton Road
	3	171 Newton Road
	4	173 Newton Road
	5	175 Newton Road
	6	177 Newton Road
F	1	179 Newton Road
	2	181 Newton Road
	3	183 Newton Road
	4	185 Newton Road
	5	187 Newton Road
G	1	189 Newton Road
	2	191 Newton Road
	3	193 Newton Road
	4	195 Newton Road
	5	197 Newton Road
	6	199 Newton Road
H	1	203 Newton Road
	2	205 Newton Road
	3	207 Newton Road
	4	209 Newton Road

There are four types of Dwelling Units in the Condominium Property which are named and described as follows:

(A) Shagbark Unit. This is a townhouse type, two story unit, containing a living room, kitchen, dining area, one and one-half bathrooms and two bedrooms. The Unit is built on a concrete slab and contains approximately One Thousand Eighty Eight (1,088) Square Feet.

(B) Cedarwood Unit. This is a townhouse type, two story unit containing a living room, kitchen, dining room one and one-half bathrooms and two bedrooms. The unit is built on a concrete slab and contains approximately One Thousand One Hundred Forty (1,140) square feet.

(C) Elmbrook Unit. This is a two story townhouse type unit containing a living room, dining room, kitchen, one-half bathroom on the first floor and three bedrooms and two bathrooms on the second floor. The unit is built on a concrete slab, and contains approximately Fourteen Hundred (1,400) square feet.

(D) Willowrun Unit. This Unit is a townhouse type, two story Unit containing a living room, dining room, kitchen and one-half bathroom on the first floor and three bedrooms and two bathrooms on the second floor. This Unit is built on a concrete slab and contains approximately One Thousand Four Hundred Twenty (1,420) square feet.

There are four (4) building types in the Condominium Property, and the building alphabetical designation, together with the Unit types contained therein are as follows:

(A) Building "A" is a six-plex building containing two Willowrun Units, two Cedarwood Units and two Shagbark Units.

(B) Building "B" is a four-plex building containing two Shagbark Units and two Elmbrook Units.

(C) Building "C" is an eight-plex building containing four Elmbrook Units and four Cedarwood Units.

(D) Building "D" is an eight-plex building containing four Willowrun Units and four Cedarwood Units.

(E) Building "E" is a six-plex building containing two Willowrun Units, two Shagbark Units and two Elmbrook Units.

(F) Building "F" is a five-plex building containing two Willowrun Units and three Cedarwood Units.

(G) Building "G" is a six-plex building containing four Elmbrook Units and two Shagbark Units.

(H) Building "H" is a four-plex building containing two Cedarwood Units and two Elmbrook Units.

Further Phases of the Condominium Project, if any, will contain some or all of the units and building types described above as well as other building types.

5A. General Description of Proposed Phase IB, Phase IIA and Phase IIB.

(A) Phase IB: At such time as the Grantor subjects that parcel of land designated on the Master Plan (included among the Drawings, Schedule "D" hereof) as Phase IB to the Unit Ownership Act by filing an Amendment to this Declaration as specified herein, the improvements will be constructed substantially of identical or equivalent materials as those used in Phase IA of the project.

Phase IB will consist of six (6) dwelling unit buildings, with a total of forty-three (43) units of which nineteen (19) will be the Willowrun type, 20 will be the Elmbrook type and four (4) will be the Cedarwood type. There will be two (2) eight-plex buildings, three (3) seven-plex buildings and one (1) six-plex building. This Phase will also include landscaping, automobile parking areas and other facilities located substantially as shown on the Master Plan.

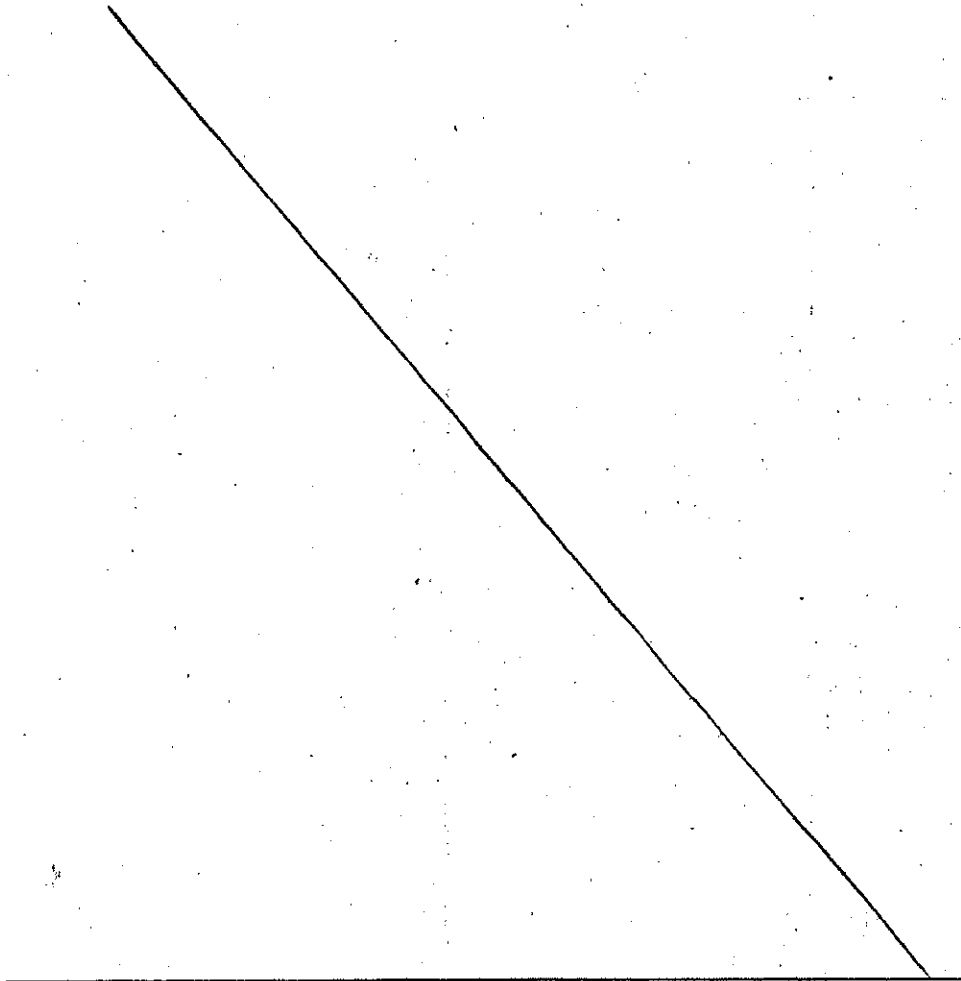
(B) Phase IIA: At such time as the Grantor subjects that parcel of land designated on the Master Plan (included among the Drawings, Schedule "D" hereof) as Phase IIA to the Unit Ownership Act by filing an Amendment to this Declaration as specified herein, the improvements will be constructed substantially of identical or equivalent materials as those used in Phase IA and Phase IB of the Project. Phase IIA will consist of five (5) dwelling unit buildings, with a total of thirty-one (31) units, and a clubhouse. Of the thirty-one (31) units, ten (10) will be the Willowrun type, six (6) will be the Elmbrook type, nine (9) will be the Cedarwood type and six (6) will be the Shagbark type. There will be one eight-plex building, one seven-plex building, one six-plex building and two five-plex buildings. The Clubhouse will be a woodframe building, with wood siding and an asphalt shingle roof containing approximately 2,000 square feet, equipped with two (2) restrooms and shower facilities, an adjoining wood deck and perimeter fencing. Phase IIA will include landscaping, automobile parking areas and other facilities located substantially as shown on the Master Plan.

(C) Phase IIB: At such time as the Grantor subjects that parcel of land designated on the Master Plan (included among the Drawings, Schedule "D" hereof) as Phase IIB to the Unit Ownership Act by filing an Amendment to this Declaration as specified herein, the improvements will be constructed substantially of identical or equivalent materials as those used in Phase IA, Phase IB and Phase IIA of the Project. Phase IIB will consist of seven (7) dwelling unit buildings, with a total of 42 units of which ten (10) will be the Willowrun type, fourteen (14) will be the Elmbrook type, twelve (12) will be the Cedarwood type and six (6) will be the Shagbark type. There will be three seven-plex buildings, two six-plex buildings,

one five-plex building and one four-plex building. This phase will also include landscaping, automobile parking areas and other facilities located substantially as shown on the Master Plan.

6. Description of Units.

Each Unit shall constitute a single freehold estate and means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such Unit has direct exit to a thoroughfare or to a COMMON ELEMENT leading to a thoroughfare. The lower vertical boundary of any such condominium unit is a horizontal plane (or planes) the elevation of which coincides with the surface



of the unfinished subfloors thereof and the upper vertical boundary is a horizontal plane (or planes) the elevation of which coincides with the elevation of the exterior surface of the interior ceilings thereof, to include the drywall. The lateral or perimetrical boundaries of any such condominium unit are the exterior surfaces of the interior perimeter or main walls, to include the drywall, windows and doors thereof, and vertical planes coincidental with the exterior surfaces of the interior perimeter or main walls thereof to intersect the upper and lower vertical boundary thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Mechanical equipment and appurtenances located within any unit and designed to serve only that unit, such as furnaces, appliances, fixtures and the like, shall be considered a part of the condominium unit. The general description and number of each condominium unit, including its location, layout and dimensions and such other data as may be necessary or appropriate for its identification, is set forth on the Drawings, which Drawings are incorporated herein and by this reference made a part hereof.

7. Common Areas and Facilities (COMMON ELEMENTS)

(A) Description. Except as may otherwise be set forth on the Drawings, the general COMMON ELEMENTS shall mean and include at least the following:

- (i) the property, except the units, described on Schedule "B" annexed and attached hereto and made a part hereof; and
- (ii) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking areas or structures not designated as LIMITED COMMON ELEMENTS, stairways, and entrance and exit or communication ways; and
- (iii) the basement (if any), roofs, yards and streets not designated as LIMITED COMMON ELEMENTS, and gardens, except as otherwise provided; and
- (iv) the compartments or installations for central services such as power, light, gas, hot and cold water, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and
- (v) in general all devices or installations existing for common use on the Condominium Property; and

(vi) The swimming pool, including pumps, filters, cleaning equipment, ladders, water lines or pipes, drain lines or pipes and all related and attendant facilities and equipment, said pool and its installation to be installed and completed no later than September 30, 1974.

(vii) the premises designated on the Drawings for the lodging of custodial or managerial personnel, if any; and

(viii) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

The LIMITED COMMON ELEMENTS include those designated as such on the Drawings and such other as are agreed upon by all of the co-owners to be reserved for the exclusive use of a certain number of condominium units. All areas designated on the Drawings as a balcony, terrace, patio, fenced area, storage lockers, mechanical equipment room, or the like, and designated thereon as LIMITED COMMON ELEMENTS, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Drawings.

(B) Ownership of COMMON ELEMENTS. The COMMON ELEMENTS comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the COMMON ELEMENTS shall be maintainable, except as specifically provided in the Unit Ownership Act, nor may any Unit Owner otherwise waive or release any rights in the COMMON ELEMENTS; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as tenants by the entirety nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit's ownership as between such co-owners as by law provided.

(C) Undivided Interest in COMMON ELEMENTS, etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simple and shall have a common right to a share, with the other Unit Owners, of an undivided fee simple interest in the COMMON ELEMENTS equivalent to the percentage representing the appropriate "fair market value" of his unit on the date of recordation of this Declaration of Unit Ownership divided by the then approximate "fair market value" of all the condominium units having an undivided interest in said COMMON ELEMENTS. The approximate "fair market value" of each condominium unit and, according to those basic values, the percentage appertaining to each condominium unit in the expenses of and rights in the COMMON

ELEMENTS is until amended as provided in Paragraph 19 hereof, as set forth on Schedule "E" annexed and attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the Common Elements herein established shall have a permanent character and shall not be altered without the unanimous consent of the Unit Owners evidenced by an appropriate amendment to this Declaration of Unit Ownership, as provided in Paragraph 19 hereof, recorded among the Public Records for Wake County, North Carolina. The undivided interest in the COMMON ELEMENTS shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the condominium unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(D) Fair Market Value. The "fair market value" herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value for such condominium unit.

(E) Encroachments. If any portion of the COMMON ELEMENTS now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the COMMON ELEMENTS, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any condominium unit, any adjoining condominium unit, or any adjoining COMMON ELEMENTS, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the COMMON ELEMENTS, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

(F) Easements. Each condominium unit shall be subject to an easement to the Unit Owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables

and wire outlets and utility lines of any kind and other COMMON ELEMENTS located within or accessible only from any particular condominium unit and for support.

(G) Use of COMMON ELEMENTS. Each Unit Owner shall have the right to use the COMMON ELEMENTS in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the COMMON ELEMENTS or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration of Unit Ownership and the Bylaws of the Unit Owners Association.

* (H) Use of LIMITED COMMON ELEMENTS. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the LIMITED COMMON ELEMENTS located within the bounds of his Unit or which serve only his Unit. The LIMITED COMMON ELEMENTS with respect to each Unit shall consist of the following, in addition to those LIMITED COMMON ELEMENTS hereinabove described and referred to:

(i) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;

(ii) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Dwelling Unit and which serve only such Dwelling Unit;

(iii) Patios, courtyards and appurtenant improvements, front and back stoops and balconies and decks (if any) which serve only such Unit;

(iv) all other COMMON ELEMENTS as may be located within the bounds of such Unit and which serve only such Unit or which may be designated on the Drawings as a LIMITED COMMON ELEMENT.

7A. Common Areas and Facilities (COMMON ELEMENTS) if Phases Submitted to Unit Ownership Act.

(A) At such time as Phase IB and/or Phase IIA and/or Phase IIB may hereinafter be subjected to this Declaration and the Unit Ownership Act by an amended Declaration, the total combined property shall continue to be known as The Sandy Creek Condominium. At such time as Phase IB is submitted to this Declaration, it is hereby declared that the owners of dwelling units in Phase IA and the owners

of dwelling units in Phase IB shall have the rights and privileges in all of the COMMON ELEMENTS located on both Phases combined in the percentages of undivided interests as hereafter computed and shown in tabular form on Schedule "E-1" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if the same were set forth herein verbatim in words and figures. At such time as Phase IIA is submitted to this Declaration, it is hereby declared that the owners of Dwelling units in Phase IA, the owners of dwelling units in Phase IB and the owners of dwelling units in Phase IIA shall have the rights and privileges in all of the COMMON ELEMENTS located on all three Phases combined in the percentages of undivided interests as hereafter computed and shown in tabular form on Schedule "E-1" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if the same were set forth herein verbatim in words and figures. At such time as Phase IIB is submitted to this Declaration, it is hereby declared that the owners of dwelling units in Phase IA, the owners of dwelling units in Phase IB, the owners of dwelling units in Phase IIA and the owners of dwelling units in Phase IIB shall have the rights and privileges in all the COMMON ELEMENTS located in all four phases combined in the percentages of undivided interests as hereafter computed and shown in tabular form on Schedule "E-1" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if the same were set forth herein verbatim in words and figures.

(B) The undivided interest of the COMMON ELEMENTS vested in the owners of dwelling units in Phase IA is hereby declared to be vested in said owners in fee simple determinable in the percentages of undivided interest set forth on Schedule "E" hereof, during and so long as Phase IA herein described is the only parcel of land subjected to the Unit Ownership Act and no longer. Upon the filing of the amended Declaration to subject Phase IB to the Unit Ownership Act, the fee simple determinable estate in the undivided interest of the COMMON ELEMENTS shall immediately terminate and simultaneously the undivided interest of the COMMON ELEMENTS in Phase IA and Phase IB is hereby declared by Grantor to be vested in the owners of the dwelling units in Phase IA and Phase IB in fee simple determinable in the percentages of undivided interest set forth on the said Schedule "E-1" hereof for said circumstance, during and so long as Phase IA and Phase IB herein described is the only land subjected to the Unit Ownership Act and no longer. Upon the filing

of the amended Declaration to subject Phase IIA to the Unit Ownership Act, the fee simple determinable estate in the undivided interest of the COMMON ELEMENTS shall immediately terminate and simultaneously the undivided interest of the COMMON ELEMENTS in Phase IA, Phase IB and Phase IIA is hereby declared by the Grantor to be vested in the owners of the dwelling units in Phase IA, Phase IB and Phase IIA in fee simple determinable in the percentages of undivided interest set forth on said Schedule "E-1" hereof for said circumstance during and so long as Phase IA, Phase IB and Phase IIA herein described is the only land subjected to the Unit Ownership Act, and no longer. Upon the filing of an amended Declaration to subject Phase IIB to the Unit Ownership Act, the fee simple determinable estate in the undivided interest of the COMMON ELEMENTS shall immediately terminate and simultaneously the undivided interest of the COMMON ELEMENTS in Phase IA, Phase IB, Phase IIA and Phase IIB is hereby declared by the Grantor to be vested in the owners of the dwelling units in Phase IA, Phase IB, Phase IIA and Phase IIB in fee simple absolute in the percentages of undivided interest set forth on the said Schedule "E-1" hereof for said circumstance. Upon the failure of the Grantor to file either of said amended Declarations subjecting additional land to the Unit Ownership Act on or before the expiration of five (5) years from and after the date this Declaration is filed of record, as provided for herein, such that Phase IA or Phase IA and Phase IB or Phase IA, Phase IB and Phase IIA are the only properties subjected to the Unit Ownership Act, any fee simple determinable estate in the COMMON ELEMENTS outstanding on said date is hereby automatically terminated and said COMMON ELEMENTS are further hereby declared by the Grantor to be vested in the then owners of all of said dwelling units in fee simple absolute in their then existing percentages of undivided interest in the COMMON ELEMENTS.

(C) An Amendment to this Declaration to subject Phase IB or Phase IIA or Phase IIB to the Unit Ownership Act, as herein provided may be made by duly authorized partners of The Sandy Creek Company, a North Carolina general partnership, their successors or assigns, executing said Amendment and filing same in the Register of Deeds Office of Wake County, North Carolina, in the manner and form as provided in Paragraph 19 hereof as and for the additions of phases to the condominium property when said phases are included in said Master Plan and said phases are so submitted within the five (5) year limited period as herein set forth, and no other

approval or joinder will be required by any unit owner or the mortgagee, lienholder or judgment creditor of any unit owner of any Phase already subjected to this Declaration and the Unit Ownership Act. Any other Amendment to this Declaration shall be made as is otherwise provided for in said Paragraph 19.

(D) The COMMON ELEMENTS of Phase IB, Phase IIA and Phase IIB of the Condominium shall include the following:

(i) Phase IB:

(a) All COMMON ELEMENTS of Phase IA; and
(b) the property, except the units, then subjected to the Unit Ownership Act; and

(c) the foundation, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking areas, or structures not designated as LIMITED COMMON ELEMENTS, stairways, and entrance and exit or communication ways; and

(d) the roofs, yards and streets not designated as LIMITED COMMON ELEMENTS, and gardens, except as otherwise provided; and

(e) the compartments or installations for central services such as power, light, gas, hot and cold water, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(f) in general all devices or installations existing for common use on the Phase IIA condominium property; and

(g) the premises designated on the Drawings for Phase IIA for the lodging of custodial or managerial personnel; if any; and

(h) all other elements of the Phase IIA condominium project rationally of common use or necessary to its existence, upkeep and safety.

(ii) Phase IIA:

(a) All the COMMON ELEMENTS of Phase IA and Phase IB; and
(b) the property, except the units, then subjected to the Unit Ownership Act; and

(c) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking areas or structures not designated as LIMITED COMMON ELEMENTS, stairways, and en-

trance and exit or communication ways; and

(d) the roofs, yards and streets not designated as LIMITED COMMON ELEMENTS, and gardens, except as otherwise provided; and

(e) the compartments or installations for central services such as power, light, gas, hot and cold water, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(f) in general all devices or installations existing for common use on the Phase IB Condominium Property; and

(g) the premises designated on the Drawings of Phase IB for the lodging of custodial or managerial personnel, if any; and

(h) the clubhouse located in the Phase IA condominium area, including furnishing, equipment, deck, fence and related facilities; and

(i) all other elements of the Phase IB condominium project rationally of common use or necessary to its existence, upkeep and safety.

(iii) Phase IIB:

(a) all the COMMON ELEMENTS of Phase IA, Phase IB and Phase IIA; and

(b) the property, except the units, then subjected to the Unit Ownership Act; and

(c) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking areas or structures not designated as LIMITED COMMON ELEMENTS, stairways, and entrance and exit or communication ways; and

(d) the roofs, yards and streets not designated as LIMITED COMMON ELEMENTS, and gardens, except as otherwise provided; and

(e) the compartments or installations for central services such as power, light, gas, hot and cold water, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(f) in general all devices or installations existing for common use on the Phase IIB condominium property; and

(g) the premises designated on the Drawings of Phase IIB for the lodging of custodial or managerial personnel, if any; and

(h) all other elements of the Phase IIB condominium project rationally of common use or necessary to its existence, upkeep and safety.

8. Covenants of Unit Owners.

Grantor, its successors and assigns, by this Declaration of Unit Ownership, and all future owners of the Dwelling Units, by their acceptance of their deeds, covenant and agree as follows:

(A) That the Dwelling Units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.

(B) That the owner of the respective Dwelling Units shall not be deemed to own the pipes, wires, conduits or other public utility lines running through said respective Dwelling Unit which are utilized for, or serve more than one, Dwelling Unit, except as tenants in common with the other Unit Owners as heretofore provided in Paragraph 7. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Dwelling Unit.

(C) That the owner of a Dwelling Unit shall automatically, upon becoming the owner of a Dwelling Unit, be a member of The Sandy Creek Condominium Association, hereinafter referred to as the "Unit Owners Association", and shall remain a member of said Unit Owners Association until such time as his ownership ceases for any reason, at which time his membership in said Unit Owners Association shall automatically cease.

(D) That the owners of Dwelling Units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration of Unit Ownership and the Bylaws of the Unit Owners Association which are annexed and attached hereto, made a part hereof, labelled Schedule "C" and incorporated herein by reference as fully and to the same extent as if the same were set forth herein verbatim.

(E) That each owner, tenant or occupant of a Dwelling Unit shall comply with the provisions of this Declaration of Unit Ownership, the Bylaws, and decisions and resolutions of the Unit Owners Association or its representative. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

(F) That this Declaration of Unit Ownership shall not be revoked or any of the provisions herein amended except as provided in the Unit Ownership Act and in Paragraph 19 below.

(G) That no owner of a Dwelling Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the COMMON ELEMENTS or by the abandonment of his Dwelling Unit.

9. Assessments.

All sums assessed by the Unit Owners Association but unpaid for the share of the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only (i) tax liens and special assessments on the Unit made by a lawful governmental authority, (ii) all sums unpaid on the first mortgage of record on such Unit, and (iii) other liens granted priority by statutory authority.

Such lien may be foreclosed by suit by the Board of Directors, acting on behalf of the owners of the Units, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of the owners of the Units, shall have power to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. As used herein the term "mortgage" shall include "deed of trust".

10. Purchaser at Foreclosure Sale.

Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Unit Owners Association chargeable to such Unit which became due prior to the acquisition of title to such Unit as a result of foreclosure by such acquirer. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units including such acquirer, his successors and assigns.

11. Rental of Units by Unit Owners.

The respective Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective Units shall have absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration of Unit Ownership and further subject to the Bylaws attached hereto.

12. Reconstruction

In the event the property subject to this Declaration of Unit Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the provisions of the Unit Ownership Act.

13. Conveyance of Dwelling Unit

In a voluntary conveyance of a Dwelling Unit the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments of the Unit Owners Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the Grantor due the Unit Owners Association and such Grantee shall not be liable for, nor shall the Dwelling Unit conveyed be subject to a lien for, any unpaid assessments made by the Unit Owners Association against the Grantor in excess of the amount therein set forth.

14. Voting

All agreements and determinations lawfully made by the Unit Owners Association in accordance with the voting percentages established in the Unit Ownership Act, this Declaration of Unit Ownership or in the Bylaws, shall be deemed to be binding on all owners of Dwelling Units, their successors and assigns.

15. Insurance and Reconstruction

(A) Insurance. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

(i) Casualty or physical damage insurance shall be carried in an amount equal to the full replacement value (i.e., 100% of full "replacement cost") of the Condominium Property, exclusive of excavations and foundations, with a replacement cost endorsement and an inflation guard endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors of the Unit Owners Association with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

(a) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to condominium units during any period of repair or reconstruction; and

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm

and water damage, subject to such deductible amounts not in excess of One Thousand Dollars (\$1,000.00) as the Board shall determine. All Casualty Insurance policies shall be purchased by the Unit Owners Association for the benefit of the Grantor, the Unit Owners Association, the Unit Owners and their respective mortgagees, as their interests may appear and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any, and (b) that the insurer waives its rights of subrogation against Unit Owners, Occupants and the Unit Owners Association. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to The Board of Directors as trustee, for each of the Unit Owners in the percentages established in this Declaration of Unit Ownership for the purposes elsewhere stated herein, and for the benefit of the Grantor, the Unit Owners Association, the Unit Owners, and their respective mortgagees.

(ii) The Unit Owners Association shall insure itself, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Condominium Project or any portion thereof, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Unit Owners Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Condominium Project shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof

based on his percentage of interest in the COMMON ELEMENTS shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the COMMON ELEMENTS.

(iii) Premiums upon insurance policies purchased by the Unit Owners Association shall be paid by the Unit Owners Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(iv) All insurance policies shall be written with a Company or Companies licensed to do business in the State of North Carolina and holding a rating of "A+AAAAA" or better in Best's Insurance Guide.

(v) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Unit Owners Association, or its authorized representative.

(vi) In no event shall the insurance coverage obtained and maintained pursuant to the requirements hereof be brought into contribution with insurance purchased by the Owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Unit Owners Association pursuant to the requirements hereof shall exclude such policies from consideration.

(vii) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(viii) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors of the Unit Owners Association (or any Insurance Trustee) or when in conflict with the provisions of this Declaration of Unit Ownership or the provisions of the North Carolina Unit Ownership Act as the same may be in force from time to time.

(ix) All policies of insurance shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners Association,

the Board of Directors thereof, the Owner of any Condominium Unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insureds.

(B) Unit Owners Policies of Insurance.

The Owner of any Condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit Owner's Endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors of the Unit Owners Association pursuant to the provisions hereof or shall provide that it shall be without contribution as against the same. Such insurance policy or policies shall contain the same waiver of subrogation provisions as that set forth in Paragraph 15 (A) (ix) hereof. The Grantor recommends that each owner of a Condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Unit Owners Association, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used in or incidental to the occupancy of the Condominium Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit-Owner's Endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the Owner.

(C) Responsibility for Reconstruction or Repair.

(i) If any portion of the Condominium Property shall be damaged by perils covered by the Casualty Insurance, the Unit Owners Association shall cause such damaged portion to be promptly reconstructed or repaired with the proceeds of insurance available for that purpose, if any, and such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders two-thirds (2/3) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy five percent (75%) of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment, and upon any such election:

(1) The Condominium Property shall be deemed to be owned as tenants in common by the Unit Owners;

(2) The undivided interest in the property owned by the Unit Owners as tenants in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the COMMON ELEMENTS;

(3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property as provided herein; and

(4) The property shall be subject to an action for sale for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all of the Unit Owners in proportion to their respective undivided ownership of the COMMON ELEMENTS, after first paying off, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

(ii) In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged COMMON ELEMENTS shall be accomplished promptly by the Unit Owners Association at its Common Expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Unit Owners Association at the expense of the Owner of the affected Condominium Unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for same shall have all the priorities provided for in this Declaration of Unit Ownership.

(D) Procedure for Reconstruction or Repair.

(i) Immediately after a casualty causing damage to any portion of the Condominium Property, the Unit Owners Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

(ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Unit Owners Association (including the aforesaid fees and premiums, if any) one or more special

assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Board of Directors.

(iii) The proceeds of the Casualty Insurance referred to in Sub-section (i) of Section A of this Paragraph 15 and the sums deposited with the Board of Directors by the Unit Owners Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Board of Directors and be applied by the Board of Directors to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Board shall make such payments upon a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Unit Owners Association and by an architect in charge of the work, who shall be selected by the Unit Owners Association, setting forth (1) that the sum then requested either has been paid by the Unit Owners Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Board of Directors after the payment of the sum so required. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Unit Owners Association.

16. Water and Sewer Charges.

Water may be supplied to all of the Units and the COMMON ELEMENTS through a master water meter for all Phases of The Sandy Creek Condominium Project and the Unit Owners shall pay to the Unit Owner's Association, as common expense, all charges for all water consumed on the property, including water consumed by the individual Unit Owners with the cost of said water to be a common expense of the ASSOCIATION. Sewer charges, if any, shall also be considered a common expense and paid for by said ASSOCIATION. The ASSOCIATION may grant any necessary easements, licenses or contract rights required by any governmental authority to provide water and sanitary sewerage service, and the ASSOCIATION shall obtain any and all licenses and permits as may be required of it to provide such service.

17. Developer as Unit Owner.

That so long as said Grantor, its successors and assigns, owns one or more of the Dwelling Units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration of Unit Ownership, and of the Schedules and Exhibits attached hereto; said Grantor covenants to take no action which would adversely affect the rights of the Unit Owners Association with respect to assurances against latent defects in the property or other right assigned to the Unit Owners Association, the members of such Unit Owners Association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

18. Additions to Condominium Property.

As Grantor completes future stages or phases of the Project, said stages or phases will become part of the Condominium Property by amendment to this Declaration and the Unit Owners of the Dwelling Units constructed on the future stages will become members of the ASSOCIATION, to the same extent as if their Units were originally a part of the Units covered by this Declaration. Grantor, therefore, hereby reserves the right at any time within a period of five (5) years, commencing on the date of this Declaration is filed for record, that Grantor determines to take the action so contemplated (i) to submit from time to time stages or phases of the Project Property, together with the Buildings thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Unit Ownership Act, and (ii) to amend this Declaration, in the manner provided in

Paragraph 19 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) from time to time within said five (5) year period to include stages or phases of the Project Property and the improvements constructed thereon as part of the Condominium Property, (b) from time to time to include descriptions of Buildings constructed on said stages of the Project Property in this Declaration and to add Drawings thereof to Schedule "D" hereof, and (c) to provide that the owners of Units in the Buildings will have an interest in the COMMON ELEMENTS of the Condominium Property and to amend Paragraph 7, Section C hereof, and the schedule therein referred to, so as to establish the percentage of interest in the COMMON ELEMENTS which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the approximate fair market value of each Unit at the date of said amendment is filed for record bears to the then aggregate approximate fair market value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. Grantor expressly agrees, however, that there will not be constructed on the Condominium Property more than a total of 168 Dwelling Units, that the buildings and Dwelling Units constructed in any subsequent phase shall be architecturally compatible with the existing buildings and Dwelling Units. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves, the provisions of this Paragraph 18, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in Paragraph 19 hereof, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions.

19. Amendment to Declaration

Each Unit Owner and his respective mortgagees by acceptance of a deed

conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event that Grantor exercises the rights reserved in Paragraph 18 hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments. This Declaration may be amended upon the filing for record with the Register of Deeds of Wake County, North Carolina of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners having not less than seventy-five percent (75%) interest in the COMMON ELEMENTS, or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Paragraph 18 hereof, by Grantor acting as Attorney-in-Fact for all of the Unit Owners and their mortgagees as above provided, or in any other case where the Unit Ownership Act requires unanimous consent of the Unit Owners, by all of the Unit Owners. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached schedules and exhibits are recorded and must contain an affidavit by the President of the Association or a partner of the aforementioned General Partner of Grantor, as the case may be, that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership. Except as hereinabove provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Paragraph 18 hereof, no amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting

mortgagees of the various Units may be relied upon by all persons for all purposes.

20. Miscellaneous Provisions

(A) Grantor to appoint initial Directors of Association. The initial Board of the Unit Owners Association shall consist of three (3) persons appointed by Grantor, who may be employees of Grantor, and who need not be Unit Owners. They shall serve until the first meeting of the Unit Owners which shall be held at such time as is provided in the Bylaws. During their term in office, the three (3) man Board appointed by Grantor shall exercise the powers, rights, duties and functions of the Unit Owners Association and the Board, including without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses and to enter into a management agreement with such party and upon such terms and conditions as they may deem to be in the best interest of the Unit Owners Association.

(B) Notices of Mortgages. Any Unit Owner who mortgages his ownership interest or interest therein, shall notify the Unit Owners Association, in such manner as the Unit Owners Association may direct, of the name and address of his mortgagee and thereafter shall notify the Unit Owners Association of the payment, cancellation or other alteration in the status of such mortgages. The Unit Owners Association shall maintain such information in a book entitled "Mortgagees of Units".

(C) Copies of Notices to Mortgage Lender. Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership Interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Ownership Interest or interest therein is subject to such mortgage.

(D) Covenants Running with the Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration of Unit Ownership, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person

in like manner as though the provisions of this Declaration of Unit Ownership were recited and stipulated at length in each and every deed of conveyance.

(E) Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien created hereby; and the failure or forbearance by the Unit Owners Association or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no extent be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(F) Termination. Upon the removal of the Condominium Property from the provisions of Unit Ownership Act, all easements, covenants and other rights, benefits, provisions, privileges, impositions and obligations declared in this Declaration of Unit Ownership to run with the land or any ownership interest or interest therein shall terminate and be of no further force and effect.

(G) Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration of Unit Ownership 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.

(H) Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration of Unit Ownership, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration of Unit Ownership.

(I) Time Limits. If any of the privileges, covenants, or rights, created by this Declaration of Unit Ownership shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common

law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living children of C. V. McKinney, a general partner of the Grantor.

(J) Liability. Neither Grantor, nor any subsidiary of Grantor, nor any employee, agent, successor or assign of Grantor or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration of Unit Ownership.

(K) Grantor's Contribution to Association. Immediately upon filing of this Declaration of Unit Ownership, Grantor shall make a non-returnable cash contribution to the Unit Owners Association in the amount of Two Thousand Dollars (\$2,000.00). In consideration thereof, and notwithstanding anything contained in this Declaration of Unit Ownership to the contrary, Grantor shall be relieved from payment of any assessments for units owned by Grantor for a period of two (2) full calendar months following the month in which any units owned by Grantor are submitted to condominium ownership under this Declaration of Unit Ownership and any amendments thereto. Grantor shall pay the full Unit Owners Association monthly assessments for all units which Grantor continues to own after such two (2) full calendar month period. This provision is in recognition of the immediate need of the Unit Owners Association for working capital and the difficulty of prorating monthly Unit Owners Association assessments for units owned by Grantor pending transfer to unit purchasers.

(L) Loans to Association. In addition to the contribution required in K above, Grantor may at its discretion loan funds to the Unit Owners Association from time to time as required, which loans shall be repayable with interest at six percent (6%) per annum as funds are available, but in no event more than one (1) year from the date of advancement of funds.

(M) Service of Notices on the Board. H. E. Rayfield, Jr., whose mailing address is 1110 Sans Souci Drive, Suite 210, The Towers Office Building, Raleigh

North Carolina, is hereby appointed agent for service of all notices required to be given to the Board or the Unit Owners Association. Any such notices may be delivered to H. E. Rayfield, Jr., either personally or by certified mail, with postage prepaid, addressed to such agent. The Board may from time to time designate a substitute agent for service.

(N) Headings. The heading to each Paragraph and each Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration of Unit Ownership nor in any way affects this Declaration of Unit Ownership.

IN WITNESS WHEREOF, the undersigned, THE SANDY CREEK COMPANY, a North Carolina General Partnership, Grantor hereof, has caused this Declaration of Unit Ownership to be executed by its partners, all by authority of all of its partners, duly given, this the day and year first above written.

THE SANDY CREEK COMPANY, GRANTOR

By: H. E. Rayfield, Jr. (SEAL)
H. E. Rayfield, Jr., General Partner

By: C. V. McKinney (SEAL)
C. V. McKinney, General Partner

NORTH CAROLINA

BOOK 2237 PAGE 449

WAKE COUNTY

This is to certify that on this day before me personally came H. E. RAYFIELD, JR. and C. V. MCKINNEY, respectively, with whom I am personally acquainted, who, being by me first duly sworn, said that they, the said H. E. RAYFIELD, JR. and C. V. MCKINNEY are the general partners of THE SANDY CREEK COMPANY, the partnership described in and which executed the foregoing DECLARATION; that the name of said partnership was subscribed thereto by said partners and the said partners subscribed their names thereto and that the said instrument is the act and deed of said partnership.

Witness my hand and notarial seal this the 11th day of April, 1974.

A circular notary seal is visible on the left side of the page, partially overlapping the text. It contains the words "NOTARY PUBLIC" and "WAKE COUNTY, N.C." around a central emblem.
Dwight C. Jones
Notary Public

My commission expires: 4-15-76

JOINDER AND CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS

(1) BVA CREDIT CORPORATION (formerly COMMONWEALTH MORTGAGE COMPANY), a Virginia corporation, hereinafter called MORTGAGEE, is the owner and holder of the following described Deed of Trust which covers the condominium property (as well as other property) described in the annexed Declaration of Unit Ownership, wherein THE SANDY CREEK COMPANY, a North Carolina General Partnership, is the Grantor, dated the 11th day of April, 1974, of which this Joinder and Consent of Mortgagee is a part.

(2) The Deed of Trust owned and held by MORTGAGEE is more fully described and identified as that certain Deed of Trust executed and delivered by THE SANDY CREEK COMPANY, a North Carolina General Partnership, dated the 15th day of June, 1973, to MARSHALL B. HARTSFIELD of WAKE COUNTY, North Carolina, and PETER B. RUNKLE of Henrico County, Virginia, Trustees for COMMONWEALTH MORTGAGE COMPANY (now BVA CREDIT CORPORATION), and recorded on the 15th day of June, 1973, in Book 2167, page 203, in the Public Registry of Wake County, North Carolina, securing a Promissory Note payable to MORTGAGEE in the face amount of ONE MILLION EIGHT HUNDRED TWENTY THOUSAND DOLLARS (\$1,820,000.00).

(3) Said Deed of Trust, in Paragraph 14 appearing on page 10 thereof, provides that the Beneficiary (Mortgagee) may request that only one of the said Trustees exercise the powers of said Deed of Trust and by its execution hereof MORTGAGEE is requesting that MARSHALL B. HARTSFIELD, TRUSTEE, join with it in executing this Joinder and Consent of Mortgagee and MORTGAGEE further waives any requirement that the other Trustee, PETER B. RUNKLE, join herein in order to subordinate its said Deed of Trust, and the lien thereof, as hereinafter provided.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the submission of the property described as condominium property in the said Declaration of Unit Ownership to the condominium form of ownership, and other good and valuable considerations, the receipt and sufficiency of all of which consideration is herewith and hereby acknowledged, the said MORTGAGEE and its TRUSTEE, MARSHALL B. HARTSFIELD, in said Deed of Trust, hereby consent to the execution, delivery and recordation of the foregoing "Declaration of Unit Ownership under Chapter 47A of the General Statutes of North Carolina for THE SANDY CREEK CONDOMINIUM", the same to be filed in the Public Registry of Wake County, North Carolina, and joins with THE SANDY CREEK COMPANY in the said execution, delivery and

recording of said Declaration of Unit Ownership, without representation or warranty of any type as to the matters and things therein contained; AND IN ADDITION THERETO, said MORTGAGEE and its Trustee further subject and subordinate said Deed of Trust, and the lien and encumbrance thereby created, to said Declaration of Unit Ownership, and to carry out the purposes herein set forth the said MORTGAGEE and its Trustee hereby release, remise and quitclaim unto THE SANDY CREEK COMPANY, its successors and assigns, their title to, and lien upon, said condominium property to the extent, BUT TO THE EXTENT ONLY, that said Deed of Trust recorded in Book 2167, page 203, in the Public Registry of Wake County, North Carolina, shall be inferior and subordinate to said Declaration of Unit Ownership, IT BEING EXPRESSLY UNDERSTOOD AND AGREED that except for such subordination the Deed of Trust now owned and held by MORTGAGEE and all and singular the terms and provisions thereof shall be and remain in full force and effect.

BVA CREDIT CORPORATION, FORMERLY
COMMONWEALTH MORTGAGE COMPANY

(CORPORATE SEAL)

ATTEST:

By:

John P. Dubin
President

William P. Hartsfield
Secretary

Marshall B. Hartsfield (SEAL)
MARSHALL B. HARTSFIELD, TRUSTEE

STATE OF Virginia
 COUNTY OF Richmond

This is to certify that on this day before me personally came John J. Buchanan, with whom I am personally acquainted, who, being by me first duly sworn, says that John J. Buchanan is the President and that he, the said John J. Buchanan is the Secretary of BVA CREDIT CORPORATION (FORMERLY COMMONWEALTH MORTGAGE COMPANY) the corporation described in and which executed the foregoing JOINDER AND CONSENT OF MORTGAGEE; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal and the name of the corporation was subscribed thereto by said John J. Buchanan President and the said John J. Buchanan President and John J. Buchanan Secretary subscribed their names thereto and said common seal was affixed all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the 12th day of April, 1974.

Claudia J. Harris
 Notary Public

My commission expires: 8/19/77

NORTH CAROLINA

WAKE COUNTY

I, Bonnie W. White, a Notary Public of the foregoing County and State, do hereby certify that MARSHALL B. HARTSFIELD, TRUSTEE, personally appeared before me this day and acknowledged the due execution of the foregoing JOINDER AND CONSENT OF MORTGAGEE.

Witness my hand and notarial seal this the 16th day of April, 1974.



Bonnie W. White
 Notary Public

My commission expires: 8/2/78

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Marshall B. Hartsfield of Wake County, North Carolina, was duly acknowledged before me, Bonnie W. White, Notary Public, on this 16th day of April, 1974.

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2237 Page 452 on this 17th day of April, 1974.

Mary S. Peoples
 Deputy Register of Deeds

SCHEDULE "A"

TO DECLARATION OF UNIT OWNERSHIP FOR SANDY CREEK CONDOMINIUM
DATED THE 11th DAY OF April, 1974

BEGINNING at a stake in the northern property line of Newton Road, the southeastern corner of that certain tract labelled tract no. 1, consisting of approximately 1.67 acres as shown on the plat of survey hereinafter referred to; AND RUNNING THENCE along and with the easterly property line of said tract no. 1 North 9 degrees 1 minute East, a distance of 105 feet to a point; thence continuing with the easterly property line of said tract no. 1 North 14 degrees 03 minutes 50 seconds East, a distance of 306.07 feet to a point in the easterly property line of said tract no. 1; thence continuing with the easterly property line of said tract no. 1 North 36 degrees 05 minutes West, a distance of 195.01 feet to a point, the northeastern corner of the said tract no. 1; thence along and with the northerly property line of tract no. 2 as shown on the plat of survey hereinafter referred to North 53 degrees 36 minutes 30 seconds East, a distance of 349.69 feet to a point, the northeastern corner of said tract no. 2; thence along and with the northerly property line of tract no. 4 as shown on said plat of survey North 53 degrees 36 minutes 30 seconds East a distance of 749.93 feet to a stake; thence along and with the easterly property line of said tract no. 4 South 62 degrees 29 minutes East, a distance of 201.12 feet to a stake; thence continuing with the easterly property line of said tract no. 4 South 5 degrees 31 minutes West, a distance of 180 feet to a stake; thence continuing with the property line of said tract no. 4 South 72 degrees 32 minutes East, a distance of 53.85 feet to a stake; thence continuing with the property line of said tract no. 4 South 28 degrees 13 minutes West, a distance of 78.90 feet to a stake; thence continuing with the property line of said tract no. 4 South 57 degrees 18 minutes West, a distance of 63.38 feet to a stake; thence with the easterly property line of said tract no. 4 the following courses and distances: South 02 degrees 58 minutes West, a distance of 80.56 feet to a stake; thence South 09 degrees 42 minutes West, a distance of 237.86 feet to a stake; thence South 23 degrees 44 minutes West, a distance of 291.15 feet to a stake; thence South 34 degrees 24 minutes West, a distance of 373 feet to a stake; thence South 84 degrees 10 minutes West, a distance of 170.41 feet to a stake in the northerly property line of Newton Road; thence along and with the northerly property line of Newton Road North 66 degrees 39 minutes West, a distance of 22.87 feet to a point; thence continuing along and with the northerly property line of Newton Road North 66 degrees 39 minutes West, a distance of 11.69 feet to a stake; thence continuing with the Northerly property line of Newton Road North 69 degrees 40 minutes West, a distance of 51.91 feet to a stake; thence continuing with the northerly property line of Newton Road North 72 degrees 12 minutes 40 seconds West, a distance of 52.08 feet to a stake; thence continuing with the northerly property line of Newton Road North 75 degrees 43 minutes West, a distance of 52.33 feet to a stake; thence continuing with the northerly property line of Newton Road North 78 degrees 53 minutes West a distance of 51.14 feet to a stake; thence continuing with the northerly property line of Newton Road, North 81 degrees 59 minutes 30 seconds West, a distance of 51.30 feet to a stake; thence continuing with the northerly property line of Newton Road North 82 degrees 45 minutes 20 seconds West, a distance of 51.45 feet to a stake; thence continuing with the northerly property line of Newton Road North 85 degrees 28 minutes West, a distance of 84.61 feet to the point and place of BEGINNING, the same being tract no. 2 consisting of approximately 5.20 acres, tract no. 3 consisting of approximately 1.53 acres, tract no. 4 consisting of approximately 5.48 acres, tract no. 5 consisting of approximately 4.71 acres and tract no. 6 consisting of approximately 2.60 acres, all as shown on that certain plat of survey entitled Boundary Map, Sandy Creek, Raleigh, North Carolina, prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers, Raleigh, North Carolina, dated the 9th day of January, 1974, and recorded in Book of Maps 1974, Volume 2, Page 1163 in the Public Registry of Wake County, North Carolina, to which plat of survey reference is hereby made for a more particular description of said property.

The foregoing property is subject to that certain Declaration of Easement wherein The Sandy Creek Company, a general partnership, is named as the Declarant, dated the 11th day of April, 1974 and recorded in Book 2237, page 409 in the Public Registry of Wake County, North Carolina.

SCHEDULE "B"

TO DECLARATION OF UNIT OWNERSHIP FOR SANDY CREEK CONDOMINIUM
DATED THE 11th DAY OF April, 1974

PHASE 1A PROPERTY

BEGINNING at a point in the northerly property line of Newton Road, the southeastern corner of tract no. 1 consisting of approximately 1.67 acres as shown on that certain plat of survey hereinafter referred to; AND RUNNING THENCE along and with the easterly property line of said tract no. 1 North 9 degrees 01 minutes East, a distance of 105 feet to a point; thence continuing with the easterly property line of said tract no. 1 North 14 degrees 03 minutes 50 seconds East a distance of 306.07 feet to a point in the easterly property line of said tract no. 1; thence continuing with the easterly property line of the said tract no. 1 North 36 degrees 05 minutes West, a distance of 195.01 feet to a point, the northeastern corner of said tract no. 1; thence North 53 degrees 36 minutes 30 seconds East, a distance of 349.69 feet to a point, the northwestern corner of tract no. 4, as shown on said plat of survey; thence South 33 degrees 15 minutes East a distance of 292.43 feet to a point; thence South 71 degrees 30 minutes East, a distance of 145.88 feet to a point; thence South 18 degrees 30 minutes West, a distance of 49 feet to a point; thence South 71 degrees 30 minutes East a distance of 30 feet to a point; thence South 18 degrees 30 minutes West a distance of 75 feet to a point; thence North 71 degrees 30 minutes West a distance of 30 feet to a point; thence South 18 degrees 30 minutes West a distance of 73.07 feet to a point; thence South 61 degrees 30 minutes West, a distance of 100 feet to a point; thence South 3 degrees 02 minutes East, a distance of 323.02 feet to a point in the northerly property line of Newton Road; thence along and with the Northerly property line of Newton Road North 66 degrees 39 minutes West, a distance of 11.69 feet to a stake; thence continuing with the northerly property line of Newton Road North 69 degrees 40 minutes West, a distance of 51.91 feet to a stake; thence continuing with the northerly property line of Newton Road North 72 degrees 12 minutes 40 seconds West a distance of 52.08 feet to a stake; thence continuing with the northerly property line of Newton Road North 75 degrees 43 minutes West, a distance of 52.33 feet to a stake; thence continuing with the northerly property line of Newton Road North 78 degrees 53 minutes West, a distance of 51.14 feet to a stake; thence continuing with the northerly property line of Newton Road North 81 degrees 59 minutes 30 seconds West, a distance of 51.30 feet to a stake; thence continuing with the northerly property line of Newton Road North 82 degrees 45 minutes 20 seconds West, a distance of 51.45 feet to a stake; thence continuing with the northerly property line of Newton Road North 85 degrees 28 minutes West, a distance of 84.61 feet to the place and point of BEGINNING, the same being tract no. 2 consisting of approximately 5.20 acres and tract no. 3 consisting of approximately 1.53 acres, all as shown on that certain plat of survey entitled "Boundary Map, Sandy Creek, Raleigh, North Carolina", prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers, Raleigh, North Carolina, dated the 8th day of January, 1974 and recorded in Book of Maps 1974, Volume 2, Page 163 in the Public Registry of Wake County, North Carolina.

The foregoing property is subject to that certain Declaration of Easement wherein The Sandy Creek Company, a general partnership, is named the Declarant, dated the 11th day of April, 1974 and recorded in Book 2237, Page 407, in the Public Registry of Wake County, North Carolina.

SCHEDULE "B-1"

TO DECLARATION OF UNIT OWNERSHIP FOR SANDY CREEK CONDOMINIUM
DATED THE 11th DAY OF April, 1974

Tract No. 1: (Property for proposed Phase IB)

BEGINNING at a stake in the northern property line of Newton Road, the southeastern corner of that certain tract labelled tract no. 3, consisting of approximately 1.53 acres, as shown on the plat of survey hereinafter referred to and running thence along and with the easterly property line of said tract no. 3 North 3 degrees 2 minutes West, a distance of 323.02 feet to a point; thence continuing with the southeasterly property line of the said tract no. 3 North 61 degrees 30 minutes East, a distance of 100 feet to a point in the centerline of the roadway easement hereinbelow identified and referred to, a corner with tract no. 2 as shown on said plat of survey; thence continuing with the easterly property line of the said tract no. 2 North 18 degrees 30 minutes East, a distance of 73.07 feet to a point; thence South 71 degrees 30 minutes East, a distance of 30 feet to a point; thence North 18 degrees 30 minutes East, a distance of 75 feet to a point; thence North 71 degrees 30 minutes East, a distance of 30 feet to a point; thence North 18 degrees 30 minutes East, a distance of 49 feet to a point, a common corner with tracts 2 and 6 as shown on said plat of survey; thence continuing with the southeasterly line of said tract no. 6 North 18 degrees 30 minutes East, a distance of 200 feet to a point in the southerly line of the said tract no. 6; thence continuing with the southerly line of the said tract no. 6 and passing a common corner with tract nos. 5 and 6 as shown on said plat of survey North 67 degrees 30 minutes East, a distance of 65 feet to a point in the southerly property line of tract no. 5 as shown on said plat; thence continuing with the southerly line of the said tract no. 5 South 57 degrees 30 minutes East, a distance of 170 feet to a point in the southerly property line of the said tract no. 5; thence continuing with the southerly line of the said tract no. 5 South 80 degrees 30 minutes East, a distance of 133.02 feet to a point, the southeastern most corner of said tract no. 5; thence in a southwesterly direction the following courses and distances: South 9 degrees 42 minutes West, a distance of 77 feet to a stake; thence South 23 degrees 44 minutes West, a distance of 291.15 feet to a stake; thence South 34 degrees 24 minutes West, a distance of 373 feet to a stake; thence South 84 degrees 10 minutes West, a distance of 170.41 feet to a stake in the northern property line of the said Newton Road; thence along and with the northern property line of the said Newton Road North 66 degrees 39 minutes West, a distance of 22.87 feet to the point and place of BEGINNING, the same being tract no. 4 consisting of approximately 5.49 acres, all as shown on that certain plat of survey entitled "Boundary Map, Sandy Creek, Raleigh, North Carolina", prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers, Raleigh, North Carolina, dated the 11th day of January, 1974 and recorded in Book of Plats 1974, Volume 2, page 1163 in the Public Registry of Wake County, North Carolina, to which plat of survey reference is hereby made for a more particular description of said property.

The foregoing property is subject to that certain Declaration of Easement wherein The Sandy Creek Company, a General Partnership, is named as the Declarant, dated the 11th day of April, 1974 and recorded in Book 2237, page 407 in the Public Registry of Wake County, North Carolina.

Tract No. 2: (Property for proposed Phase IIA)

BEGINNING at a point in the northwesterly property line of tract no. 4 as shown on the plat of survey hereinafter referred to, the same marking common corners between tract no. 2 and tract no. 6 as shown on said plat of survey, the same being located at the southernmost point of the said tract no. 6, AND RUNNING THENCE along and with the northeasterly property line of the said tract no. 2 North 71 degrees 30 minutes West, a distance of 145.88 feet to a point;

thence continuing along and with the easterly property line of the said tract no. 2 North 33 degrees 15 minutes West, a distance of 292.43 feet to a point, the northeastern corner of the said tract no. 2; thence North 53 degrees 56 minutes 30 seconds East, a distance of 370 feet to a point, the northwestern corner of tract no. 5, as shown on said plat; thence along and with the western property line of the said tract no 5 South 20 degrees 0 minutes 50 seconds East, a distance of 319.05 feet to a point in the northerly property line of tract no. 4 as shown on said plat; thence along and with the northerly property line of the said tract no. 4 South 67 degrees 30 minutes West, a distance of 50 feet to a point in the northerly property line of the said tract no. 4; thence along and with a westerly property line of the said tract no. 4 South 18 degrees 30 minutes West a distance of 200 feet to the place and point of BEGINNING, the same being tract no. 6 consisting of approximately 2.60 acres, all as shown on that certain plat of survey entitled "Boundary Map, Sandy Creek, Raleigh, North Carolina", prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers, Raleigh, North Carolina, dated the 11th day of January, 1974 and recorded in Book of Maps 1974, Volume 2, page 163 in the Public Registry of Wake County, North Carolina, to which plat of survey reference is hereby made for a more particular description of said property.

The foregoing property is subject to that certain Declaration of Easement wherein Sandy Creek Company, a General Partnership, is named as Declarant, dated the 11th day of April, 1974 and recorded in Book 2237, page 407 in the Public Registry of Wake County, North Carolina.

Tract No. 3: (Property for proposed Phase IIB)

BEGINNING at a point which marks a common corner of tract no. 4 and tract no. 5 as shown on the plat of survey hereinafter referred to, the same being the southeastern most corner of said tract no. 5 and the northeastern most corner of the said tract no. 4, as shown on said plat, AND RUNNING THENCE along and with the northerly property line of the said tract no. 4, North 80 degrees, 30 minutes West, a distance of 133.02 feet to a point in the northerly property line of the said tract no. 4; thence continuing along the northeasterly property line of the said tract no. 4 North 57 degrees 30 minutes West, a distance of 170 feet to a point in the northerly property line of the said tract no. 4; thence along the northerly property line of the said tract no. 4 South 67 degrees 30 minutes West, a distance of 15 feet to a point, a corner with tract no. 6 as shown on said plat; thence along and with the easterly property line of the said tract no. 6 North 20 degrees 0 minutes 50 seconds West, a distance of 319.05 feet to a point, the northeastern corner of the said tract no. 6; thence North 53 degrees 56 minutes 30 seconds East a distance of 379.93 feet to a stake; thence South 62 degrees 29 minutes East, a distance of 201.12 feet to a stake; thence South 5 degrees 31 minutes West, a distance of 180 feet to a stake; thence South 72 degrees 32 minutes East, a distance of 53.85 feet to a stake; thence South 28 degrees 13 minutes West, a distance of 78.90 feet to a stake; thence South 57 degrees 18 minutes West, a distance of 63.38 feet to a stake; thence South 2 degrees 58 minutes West, a distance of 80.56 feet to a stake; thence South 9 degrees 42 minutes West, a distance of 160.86 feet to a point, the place and point of BEGINNING, the same being tract no. 5 consisting of approximately 4.71 acres, all as shown on that certain plat of survey entitled "Boundary Map, Sandy Creek, Raleigh, North Carolina", prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers, Raleigh, North Carolina, dated the 11th day of January, 1974 and recorded in Book of Maps 1974, Volume 2, page 163 in the Public Registry of Wake County, North Carolina, to which plat of survey reference is hereby made for a more particular description of said property.

The foregoing property is subject to that certain Declaration of Easement wherein The Sandy Creek Company, a General Partnership, is named as the Declarant, dated the 11th day of April, 1974 and recorded in Book 2237, page 407 in the Public Registry of Wake County, North Carolina.

BOOK 2684 PAGE 553

AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP
FOR
SANDY CREEK CONDOMINIUM

FILED
BOOK PAGE
NOV 22 4 50 PM '78
R. B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N. C.

THIS AMENDMENT TO DECLARATION, made this 9th day of November, 1978, by the undersigned unit owners (THE UNIT OWNERS), BVA CREDIT CORPORATION, a Virginia corporation with its principal offices in Richmond, Virginia, and W. B. NIVISON and wife, MILDRED L. NIVISON, of Wake County, North Carolina.

W I T N E S S E T H: That

WHEREAS, the undersigned Unit Owners represent in excess of 75% of the Unit Owners and the other parties hereto are all of the owners of the other property included in and designated as "Project Property" in that certain Declaration of Unit Ownership for Sandy Creek Condominium dated April 11, 1974, filed April 17, 1974 at 11:45 a.m. and recorded in Book 2237, Page 415, Wake County Registry; and

WHEREAS, the parties hereto desire by this instrument to amend said Declaration as provided in Paragraph 19 thereof to extend the deadline provided for in said Declaration for the submission of additional property to the Declaration from April 17, 1979 to and including April 17, 1980 so that the property designated therein as "Phase 1-B" may be subjected thereto, to provide for the submission to said Declaration of the property designated in said Declaration as "Phase 1-B" in Six (6) Stages and to provide for the revision of the proposed percentages of ownership of the common elements set out in said Declaration to coincide with the revision of Phase 1-B into Six (6) Stages; and

WHEREAS, written consent to this amendment as provided in Paragraph 19 of the Declaration has been obtained from all mortgagees having bona fide first liens of record against all unit ownerships.

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NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived herefrom and other valuable considerations, the parties hereto do hereby amend said Declaration recorded in Book 2237, Page 415, Wake County Registry as follows:

1. The deadline for submission of additional phases or stages to said Declaration as provided in Paragraph 18 thereof is hereby extended to and including April 17, 1980; provided, however, this extension shall apply only to the time in which the property included in proposed "Phase 1-B" can be submitted to the Declaration.

2. Proposed "Phase 1-B" described and provided for in the Declaration is hereby divided into Six (6) Stages entitled "Stage J", "Stage K", "Stage L", "Stage M", "Stage N", and "Stage I", which stage designations coincide with the building designations shown on the Master Plan for Sandy Creek Condominium, and it is understood and agreed that such stages may be submitted to the Declaration separately in the sequence said stages were listed above, provided, however, this provision shall not prohibit the submission of more than one stage to the Declaration at the same time so long as said sequence is adhered to.

3. Upon the filing of an amended Declaration or Declarations for the purpose of subjecting the stages referred to in Paragraph 2 above to the Declaration, the undivided interest of the common elements in effect and vested prior to such filing shall immediately terminate and simultaneously with such filing and the undivided interest of the common elements for each unit shall be vested in the owners of the dwelling units which have been subjected to the Declaration in the percentages of undivided interest set forth on Schedule A hereof for such circumstance. Upon submission to the Declaration of "Stage I", which is the last stage provided for herein for "Phase 1-B", the percentages of undivided interest of the common elements set out on Schedule "E-1" of the Declaration shall be applicable.

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4. Except as herein amended, the method for subjecting additional phases or stages to the Declaration and all other provisions thereof shall remain the same.

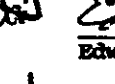
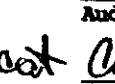
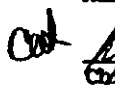
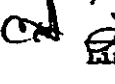
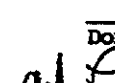
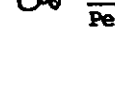
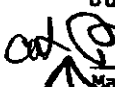
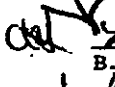
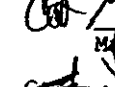
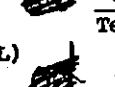
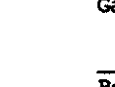
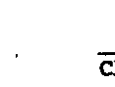
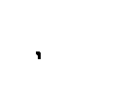
IN WITNESS WHEREOF, BVA CREDIT CORPORATION has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, W. B. Nivison and wife, Mildred L. Nivison and all Unit Owners have hereunto set their hands and seals as of the day and year first above written.

W. B. Nivison (SEAL)
W. B. Nivison
Mildred L. Nivison (SEAL)
Mildred L. Nivison

UNIT OWNERS

UNIT	PERCENTAGE	OWNERS
Unit 1, Bldg. A 115 Newton Road	2.37	<u>Floyd L. Blake</u> (SEAL) Floyd L. Blake <u>Louise W. Blake</u> (SEAL) Louise W. Blake
Unit 2, Bldg. A 117 Newton Road	2.31	<u>Jacqueline R. Caviness</u> (SEAL) Jacqueline R. Caviness
Unit 3, Bldg. A 119 Newton Road	1.93	<u>Carolyn Faye Daniels</u> (SEAL) Carolyn Faye Daniels
Unit 4, Bldg. A 121 Newton Road	1.93	<u>Grady Ferrell, Jr.</u> (SEAL) Grady Ferrell, Jr. <u>Linda G. Ferrell</u> (SEAL) Linda G. Ferrell
Unit 5, Bldg. A 123 Newton Road	1.85	<u>Mark A. Kelly</u> (SEAL) Mark A. Kelly <u>Christine M. Kelly</u> (SEAL) Christine M. Kelly
Unit 6, Bldg. A 125 Newton Road	1.93	<u>John Q. Davis</u> (SEAL) John Q. Davis

BOOK 2684 PAGE 556

UNIT	PERCENTAGE	OWNERS
Unit 1, Bldg. B 127 Newton Road	1.93	 John A. Maxfield (SEAL)  Deborah G. Maxfield (SEAL)
Unit 2, Bldg. B 129 Newton Road	1.85	Jane M. Stox (SEAL)
Unit 3, Bldg. B 131 Newton Road	2.29	 Lucille W. Turk (SEAL)  Edward G. Burcher (SEAL)
Unit 4, Bldg. B 133 Newton Road	2.36	 Clotilde L. Burcher (SEAL)  Andry H. Stengel (SEAL)
Unit 1, Bldg. C 135 Newton Road	2.36	 Christine M. Kelly (SEAL)  Mark A. Kelly (SEAL)
Unit 2, Bldg. C 137 Newton Road	2.29	 Linda F. Toney (SEAL)  Donald B. Feldman (SEAL)
Unit 3, Bldg. C 139 Newton Road	1.93	 Peggy H. Watkins (SEAL)  Julia Earp (SEAL)
Unit 4, Bldg. C 141 Newton Road	1.93	 Mary S. Milton (SEAL)  B. J. Burch (SEAL)
Unit 5, Bldg. C 143 Newton Road	1.93	 Martin L. Ball, III (SEAL)  Terry G. Carroll (SEAL)
Unit 6, Bldg. C. 145 Newton Road	1.93	 Gail B. Carroll (SEAL)  Bernice I. Earp (SEAL)
Unit 7, Bldg. C 147 Newton Road	2.29	 Claudia T. Earp (SEAL)  Martha H. Crenshaw (SEAL)
Unit 8, Bldg. C 149 Newton Road	2.36	 Bernice I. Earp (SEAL)  Claudia T. Earp (SEAL)
Unit 1, Bldg. D 151 Newton Road	2.37	 Bernice I. Earp (SEAL) Claudia T. Earp (SEAL)
Unit 2, Bldg. D 153 Newton Road	2.31	Bernice I. Earp (SEAL) Claudia T. Earp (SEAL)
Unit 3, Bldg. D 155 Newton Road	1.93	Bernice I. Earp (SEAL) Claudia T. Earp (SEAL)

BOOK 2684 PAGE 557

UNIT	PERCENTAGE	OWNERS
Unit 4, Bldg. D 157 Newton Road	1.93 ***	Barbara M. Strickland (SEAL)
Unit 5, Bldg. D 159 Newton Road	1.93 ***	col Margaret Smith Ferrell Margaret Smith Ferrell
Unit 6, Bldg. D 161 Newton Road	1.93 ***	col Linda Susan Strupp (SEAL) Linda Susan Strupp
Unit 7, Bldg. D 163 Newton Road	2.31 ***	col Kenneth Luther Edgar (SEAL) Kenneth Luther Edgar
		col Mary Flora Edgar (SEAL) Mary Flora Edgar
Unit 8, Bldg. D 165 Newton Road	2.37 ***	col Mary J. Ortnor (SEAL) Mary J. Ortnor
Unit 1, Bldg. E 167 Newton Road	2.37 ***	col Beverly A. Barfield (SEAL) Beverly A. Barfield
Unit 2, Bldg. E 169 Newton Road	2.31 ***	col Wayne L. Gentry (SEAL) Wayne L. Gentry
		col Gayla D. Gentry (SEAL) Gayla D. Gentry
Unit 3, Bldg. E 171 Newton Road	1.85 ***	col Kent T. Orsher (SEAL) Kent T. Orsher
Unit 4, Bldg. E 173 Newton Road	1.85 ***	col Nancy Martin Andrews (SEAL) Nancy Martin Andrews
Unit 5, Bldg. E 175 Newton Road	2.29 ***	col John M. Sandlin (SEAL) John M. Sandlin
Unit 6, Bldg. E 177 Newton Road	2.36 ***	col Patricia M. Gross (SEAL) Patricia M. Gross
Unit 1, Bldg. F 179 Newton Road	2.00 ***	Gary J. Rohlke (SEAL)
Unit 2, Bldg. F 181 Newton Road	1.93 ***	R. Samuel Hunt, III (SEAL)
Unit 3, Bldg. F 183 Newton Road	1.93 ***	col Robert Lee Brown, Jr. (SEAL) Robert Lee Brown, Jr.
		col Virginia D. Brown (SEAL) Virginia D. Brown
Unit 4, Bldg. F 185 Newton Road	2.31 ***	col Harold L. West, Jr. (SEAL) Harold L. West, Jr.
		col Sharyn H. West (SEAL) Sharyn H. West

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UNIT	PERCENTAGE	OWNERS
Unit 5, Bldg. F 187 Newton Road	2.37 ***	cat <u>Laura P. White</u> (SEAL) Laura P. White
Unit 1, Bldg. G 189 Newton Road	2.36 ***	cat <u>Barbara Q. Everett</u> (SEAL) Barbara Q. Everett
Unit 2, Bldg. G 191 Newton Road	2.29 ***	cat <u>Clyde Barry Everett</u> (SEAL) Clyde Barry Everett
		cat <u>Patricia R. Averett</u> (SEAL) Patricia R. Averett
Unit 3, Bldg. G 193 Newton Road	1.85 ***	cat <u>Thomas B. Baucom</u> (SEAL) Thomas B. Baucom
Unit 4, Bldg. G 195 Newton Road	1.85 ***	cat <u>Patty Stugard Roy</u> (SEAL) Patty Stugard Roy
Unit 5, Bldg. G 197 Newton Road	2.29 ***	cat <u>Arthur Scott Hammond</u> (SEAL) Arthur Scott Hammond
Unit 6, Bldg. G 199 Newton Road	2.36 ***	cat <u>Phyllis J. Davidson</u> (SEAL) Phyllis J. Davidson
Unit 1, Bldg. H 203 Newton Road	2.00 ***	<u>Vincent J. Beck</u> (SEAL) X Vincent J. Beck
Unit 2, Bldg. H 205 Newton Road	1.93 ***	cat <u>Michael Reid Overcash</u> (SEAL) Michael Reid Overcash
Unit 3, Bldg. H 207 Newton Road	2.29 ***	cat <u>Jean Thompson Troxler</u> (SEAL) Jean Thompson Troxler
Unit 4, Bldg. H 209 Newton Road	2.36 ***	<u>M. Henry Pitts</u> (SEAL) M. Henry Pitts
		<u>Helen L. Pitts</u> (SEAL) Helen L. Pitts

BOOK 2684 PAGE 559

BVA CREDIT CORPORATION

By: John J. Dubuison
Senior Vice President

ATTEST:

Harold L. Bryant
Assistant Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

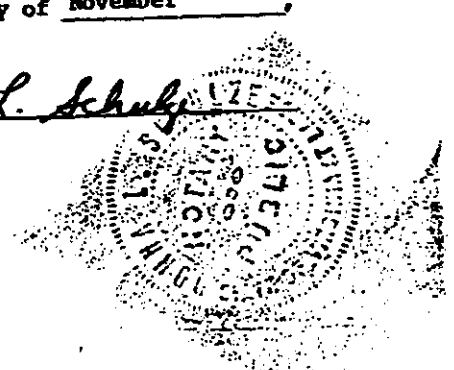
I, Donna L. Schulze, a Notary Public, certify that Harold L. Bryant, personally came before me this day and acknowledged that he is Assistant Secretary of BVA Credit Corporation, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with its corporate seal, and attested by himself, as its Assistant Secretary.

WITNESS my hand and notarial seal this 14th day of November, 1978.

Donna L. Schulze
Notary Public

My commission expires:

September 10, 1982

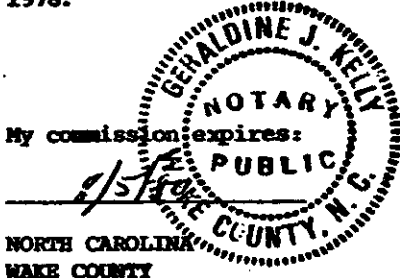


NORTH CAROLINA
WAKE COUNTY

BOOK 2684 PAGE 560

I, Geraldine J. Kelly, a Notary Public in and for the County and State aforesaid, do hereby certify that W. B. Nivison and wife, Mildred L. Nivison, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 22nd day of November, 1978.



Geraldine J. Kelly
Notary Public

NORTH CAROLINA
WAKE COUNTY

NAMES INITIALED CD

I, CAROL T. DAVIS, a Notary Public in and for the County and State aforesaid, do hereby certify that Floyd L. Blake, Louise W. Blake, Jacqueline R. Caviness, Carolyn Faye Daniels, Grady Ferrell, Jr., Linda G. Ferrell, Mark A. Kelly, Christine M. Kelly, [redacted] John A. Maxfield, Deborah G. Maxfield, [redacted] Lucille W. Turk, Edward G. Burcher, Clotilde L. Burcher, Audry H. Stengel, Mark A. Kelly, Christine M. Kelly, Linda P. Toney, [redacted] Peggy H. Watkins, [redacted] Mary S. Milton, B. J. Burch, Martin L. Ball, III, [redacted] Margaret Smith Ferrell, Linda Susan Strupp, Kenneth Luther Edgar, Mary Flora Edgar, Mary J. Ortner, Beverly A. Barfield, Wayne L. Gentry, Gayla D. Gentry, Kent T. Orsher, Nancy Martin Andrews, John M. Sandlin, Patricia M. Gross, [redacted] Robert Lee Brown, Jr., Virginia D. Brown, Harold L. West, Jr., Sharyn H. West, Laura P. White, Barbara Q. Everette, Clyde Barry Averett, Patricia R. Averett, Thomas B. Baucom, Patty Stugard Roy, Arthur Scott Hammond, Phyllis J. Davidson, [redacted] Michael Reid Overcash, Jean Thompson Troxler, [redacted] each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

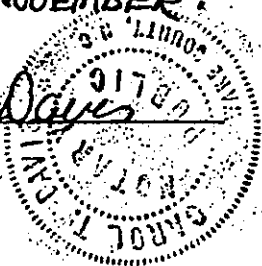
WITNESS my hand and notarial seal this 9 day of NOVEMBER, 1978.

My commission expires:

4-3-79

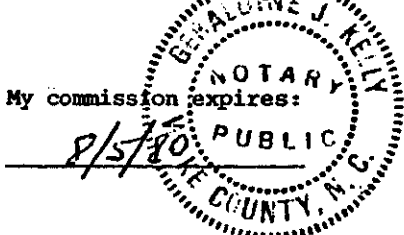
NORTH CAROLINA
WAKE COUNTY

Carol T. Davis
Notary Public



I, Geraldine J. Kelly, a Notary Public in and for the County and State aforesaid, do hereby certify that Terry G. Carroll and wife, Gail B. Carroll and Martha H. Crenshaw, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 17th day of November, 1978.



Geraldine J. Kelly
Notary Public

NORTH CAROLINA-WAKE COUNTY

The foregoing certificate of Donna L. Schudse, Geraldine J. Kelly, & Carol T. Davis

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2684 Page 553 This 22 day of Nov. 1978 at 4:50 P.

By R. B. McKenzie, Jr.
Deputy Register of Deeds

PHASE 1A		PHASE 1B					BOOK 2684 PAGE 561	
		STAGE J	STAGE K	STAGE L	STAGE M	STAGE N		
A	1	2.37	2.08	1.82	1.62	1.44	1.31	
	2	2.31	2.03	1.77	1.58	1.40	1.28	
	3	1.93	1.69	1.48	1.32	1.17	1.07	
	4	1.93	1.69	1.48	1.32	1.17	1.07	
	5	1.85	1.62	1.42	1.26	1.12	1.02	
	6	1.93	1.69	1.48	1.32	1.17	1.07	
B	1	1.93	1.69	1.48	1.32	1.17	1.07	
	2	1.85	1.62	1.42	1.26	1.12	1.02	
	3	2.29	2.01	1.76	1.56	1.39	1.26	
	4	2.36	2.07	1.81	1.61	1.43	1.30	
C	1	2.36	2.07	1.81	1.61	1.43	1.30	
	2	2.29	2.01	1.76	1.56	1.39	1.26	
	3	1.93	1.69	1.48	1.32	1.17	1.07	
	4	1.93	1.69	1.48	1.32	1.17	1.07	
	5	1.93	1.69	1.48	1.32	1.17	1.07	
	6	1.93	1.69	1.48	1.32	1.17	1.07	
	7	2.29	2.01	1.76	1.56	1.39	1.26	
	8	2.36	2.07	1.81	1.61	1.43	1.30	
D	1	2.37	2.08	1.84	1.62	1.44	1.31	
	2	2.31	2.03	1.77	1.58	1.40	1.28	
	3	1.93	1.69	1.48	1.32	1.17	1.07	
	4	1.93	1.69	1.48	1.32	1.17	1.07	
	5	1.93	1.69	1.48	1.32	1.17	1.07	
	6	1.93	1.69	1.48	1.32	1.17	1.07	
	7	2.31	2.05	1.77	1.58	1.40	1.28	
	8	2.37	2.08	1.82	1.62	1.44	1.30	
E	1	2.37	2.08	1.82	1.62	1.44	1.31	
	2	2.31	2.03	1.77	1.58	1.40	1.28	
	3	1.85	1.62	1.42	1.26	1.12	1.02	
	4	1.85	1.62	1.42	1.26	1.12	1.02	
	5	2.29	2.01	1.76	1.56	1.39	1.26	
	6	2.36	2.07	1.81	1.61	1.43	1.30	
F	1	2.00	1.76	1.54	1.37	1.21	1.10	
	2	1.93	1.69	1.48	1.32	1.17	1.07	
	3	1.93	1.69	1.48	1.32	1.17	1.07	
	4	2.31	2.05	1.77	1.58	1.40	1.28	
	5	2.37	2.08	1.84	1.62	1.44	1.31	
G	1	2.36	2.07	1.81	1.61	1.43	1.30	
	2	2.29	2.01	1.76	1.56	1.39	1.26	
	3	1.85	1.62	1.42	1.26	1.12	1.02	
	4	1.85	1.62	1.42	1.26	1.12	1.02	
	5	2.29	2.01	1.76	1.56	1.39	1.26	
	6	2.36	2.07	1.81	1.61	1.43	1.30	
H	1	2.00	1.76	1.54	1.37	1.21	1.10	
	2	1.93	1.69	1.48	1.32	1.17	1.07	
	3	2.29	2.01	1.76	1.56	1.39	1.26	
	4	2.36	2.07	1.81	1.61	1.43	1.30	
J	1		2.08	1.81	1.61	1.43	1.30	
	2		2.01	1.76	1.56	1.39	1.26	
	3		2.03	1.77	1.58	1.40	1.28	
	4		2.03	1.77	1.58	1.40	1.28	
	5		2.03	1.77	1.58	1.40	1.28	
	6		2.08	1.84	1.62	1.44	1.31	
K	1			1.84	1.62	1.44	1.31	
	2			1.77	1.58	1.40	1.28	
	3			1.76	1.56	1.39	1.26	
	4			1.76	1.56	1.39	1.26	
	5			1.76	1.56	1.39	1.26	
	6			1.77	1.58	1.40	1.28	
	7			1.84	1.62	1.42	1.31	
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PAGE ONE OF

SCHEDULE A TO AMENDMENT TO DECLARATION FOR SANDY CREEK CONDOMINIUM

PHASE IA

BOOK 2684 PAGE 562

PHASE IB

	<u>STAGE L</u>	<u>STAGE M</u>	<u>STAGE N</u>
I. 1	1.62	1.43	1.30
2	1.56	1.39	1.26
3	1.58	1.40	1.28
4	1.58	1.40	1.28
5	1.58	1.40	1.28
6	1.56	1.39	1.26
7	1.62	1.43	1.30
M 1		1.43	1.30
2		1.39	1.26
3		1.40	1.28
4		1.40	1.28
5		1.40	1.28
6		1.40	1.28
7		1.39	1.26
8		1.43	1.30
N 1			1.30
2			1.26
3			1.26
4			1.26
5			1.26
6			1.26
7			1.30
1			
2			
3			
4			
5			
6			
7			
8			
	<u>100%</u>	<u>100%</u>	<u>100%</u>

SECOND AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

THIS DECLARATION AMENDMENT, made this 9th day of May, 1979, by SANDY CREEK PARTNERSHIP, A North Carolina General Partnership (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended, (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974, in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415, of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated November 9, 1978, recorded in Book 2684, Page 553 of the Wake County Registry, the Declaration was amended to extend the time for submission of additional property to the Declaration and to permit the submission of "Phase 1B" in Six (6) stages; and

WHEREAS, the Grantor is the successor in interest of SANDY CREEK COMPANY in the Declaration, and is the owner of and wishes to now annex and add to the Condominium Property the real property and improvements thereon involved in Phase 1B, Stages J, K and L of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase 1B, Stages J, K and L Property"):

BEGINNING at a point in the Northern right of way line of Newton Road, the Southeast corner of that certain tract or parcel of land designated as "Phase 1A" on map recorded in Book of Maps 1974, Vol. 2, Page 163, Wake County Registry; thence along the boundary of said Phase 1A Property five calls as follows: (1) North 03 degrees 02 minutes West 323.02 feet to a point; (2) North 61 degrees 30 minutes East 100 feet to a point; (3) North 18 degrees 30 minutes East 73.07 feet to a point; (4) South 71 degrees 30 minutes East 30 feet to a point and (5) North 18 degrees 30 minutes East 20 feet to a point in said Phase 1A property line; thence South 60 degrees 16 minutes East 180.89 feet to a point; thence South 51 degrees 32 minutes East 120 feet to a point located North 51 degrees 32 minutes West 13 feet more or less from the center of a Creek said point marking the beginning point of a traverse line down the center of said Creek; thence South 51 degrees 32 minutes East 13 feet more or less to a corner of said Creek; thence along the center of said Creek along said traverse line two calls as follows: (1) South 34 degrees 24 minutes West 335 feet to a point and (2) South 84 degrees 10 minutes West 170.41 feet to a point in the Northern right of way line of Newton Road; thence along said right of way line North 66 degrees 39 minutes West 22.87 feet to the point and place of beginning according to Map entitled "Phase 1B Stages J, K and L, Boundary and Final Plat, Sandy Creek Condominiums, Raleigh, N. C.", dated May, 1979, prepared by Bass, Nixon and Kennedy, Consulting Engineers, Raleigh, N. C.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, the Phase 1B Stages J, K and L Property is now improved with three buildings containing a total of twenty dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase 1B Stages J, K and L Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the

provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration. The Phase 1B, Stages J, K and L Property includes one two story building and two three story buildings. The buildings are not named but are numbered alphabetically J, K and L. Building J contains six dwelling units and buildings K and L each contain seven dwelling units making a total of twenty additional dwelling units. The additional buildings and additional dwelling units are of the same construction as are described in Section 5 of the Declaration except that all units in each additional building have fireplaces in the living room. The additional buildings and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the buildings and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional buildings and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit as set forth in Schedule E of the Declaration are as shown in the column designated "Phase 1-B, Stage L" in Schedule A of the Amendment to Declaration of Unit Ownership for Sandy Creek Condominium dated November 9, 1978 and recorded in Book 2684, Page 553, Wake County Registry.

3. Attached hereto and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for the Phase 1B, Stages J, K and L Property and Basement Plans.

Exhibit "D" of the Declaration is hereby amended by substituting Sheet 1 attached for Sheet 1 of Exhibit "D" and by adding the attached Sheet 2. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees having bona fide liens of record against any unit owners, and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has executed this instrument in its own behalf and Grantor has executed this instrument as attorney in fact for all other unit owners and their mortgagees, the year and day first above written.

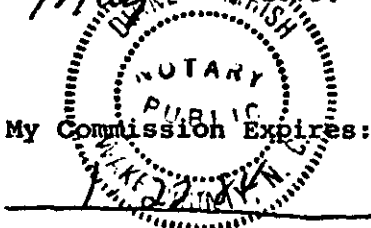
SANDY CREEK PARTNERSHIP

By: W. B. Nivision (SEAL)
W. B. Nivision, Partner

NORTH CAROLINA
WAKE COUNTY

I, Liane Parish, a Notary Public in and for the County and State aforesaid, certify that W. B. Nivision, Partner of Sandy Creek Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of March, 1979.



Liane Parish
Notary Public

NORTH CAROLINA-WAKE COUNTY
The foregoing certificate

Liane Parish

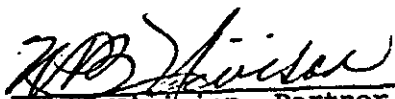
Notary Public in (are) certified to by court. This instrument was presented for registration and recorded in this office in Book 2730 Page 12, on 11/12/79, at 12:30 o'clock P.M. by Mary J. Royster, Deputy Register of Deeds.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT

W. B. Nivision Partner of Sandy Creek Partnership, being
first duly sworn, depose and say:

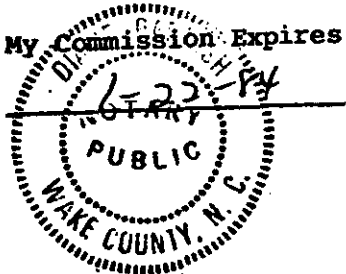
That a true copy of the annexed Second Amendment to
Declaration of Unit Ownership for Sandy Creek
Condominium has been mailed by certified mail to
all mortgagees having bona fide liens of record
against any unit ownership in said condominium
project.


W. B. Nivision, Partner of
Sandy Creek Partnership (SEAL)

Sworn to and subscribed before me
this 11th day of May, 1979.


Notary Public

My Commission Expires:



THIRD AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

THIS DECLARATION AMENDMENT, made this 15th day of November, 1979 by SANDY CREEK PARTNERSHIP, a North Carolina General Partnership (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended, (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974, in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor herein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated November 9, 1978, recorded in Book 2684, Page 553 of the Wake County Registry, the Declaration was amended to extend the time for submission of additional property to the Declaration and to permit the submission of "Phase 1B" in Six (6) stages; and

WHEREAS, by Declaration Amendment dated May 9, 1979 and recorded in Book 2730, Page 9 of the Wake County Registry, the Declaration was

again amended to annex and add Phase 1B, Stages J, K and L to the Condominium Property; and

WHEREAS, the Grantor is the successor in interest of SANDY CREEK COMPANY in the Declaration, and its the owner of and wishes to now annex and add to the Condominium Property the real property and improvements thereon involved in Phase 1B, Stages M, N and I of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase 1B, Stages M, N and I Property"):

BEGINNING at a point, the northeast corner of the property described in the Second Amendment to the Sandy Creek Declaration dated May 9, 1979 and recorded in Book 2730, Page 9, Wake County Registry; thence along the northern line of the property described in said Second Amendment two calls as follows: (1) North 51 degrees 32 minutes West 120 feet to a point, and (2) North 60 degrees 16 minutes West 180.89 feet to a point in the eastern line of that certain tract or parcel of land designated as "Phase 1A" on map recorded in Book of Maps 1974, Page 163, Volume 2, Wake County Registry; thence along the eastern, northeastern and southern property lines of "Phase 1A", "Phase 2A", and "Phase 2B" shown on said recorded map five calls as follows: (1) North 18 degrees 30 minutes East 55 feet to a point, (2) North 71 degrees 30 minutes West 30 feet to a point, (3) North 18 degrees 30 minutes East 249 feet to a point, (4) North 67 degrees 30 minutes East 65 feet to a point, and (5) South 57 degrees 30 minutes East 131.6 feet to a point in the southern line of "Phase 2B"; thence a new line through Phase 2B South 80 degrees 30 minutes East 168.41 feet to a point in the center line of a branch extended by a stake on the western edge of said branch; thence down said branch along a traverse line three calls as follows: (1) South 09 degrees 42 minutes West 92 feet to a point; (2) South 23 degrees 44 minutes West 291.15 feet to a point, and (3) South 34 degrees 24 minutes West 38 feet to the point and place of BEGINNING, according to map entitled "Phase 1B, Stages I, M, N, Boundary and Final Plat, Sandy Creek Condominiums, Raleigh, Wake Co., North Carolina", dated November 13, 1979, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, the Phase 1B, Stages M, N and I Property is now improved with three buildings containing a total of twenty-three dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted

in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase 1B, Stages M, N and I Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration. The Phase 1B, Stages M, N and I Property includes two two story buildings and one three story building. The buildings are not named but are numbered alphabetically M, N and I. Buildings M and I each contain eight dwelling units and building N contains seven dwelling units making a total of twenty-three additional dwelling units. The additional buildings and additional dwelling units are of the same construction as are described in Section 5 of the Declaration except that all units in each additional building have fireplaces located in the living rooms of all units in buildings N and I and units 2 through 8 in building M and in the basement of Unit 1, building M. The additional buildings and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the buildings and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional buildings and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit as set forth in Schedule E of the Declaration are as shown in the column designated "Phase 1-B, Stage I" in Schedule A of the Amendment to Declaration of Unit Ownership for Sandy Creek Condominium dated November 9, 1978 and recorded in Book 2684, Page 553, Wake County Registry.

3. Attached hereto and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for Phase 1B, Stages M, N and I Property. Exhibit "D" of the Declaration is hereby amended by substituting sheet 1 attached for Sheet 1 of Exhibit "D" and by adding the attached Sheet 2. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees having bona fide liens of record against any unit owners, and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has executed this instrument in its own behalf and Grantor has executed this instrument as attorney in fact for all other unit owners and their mortgagees, the year and day first above written.

SANDY CREEK PARTNERSHIP

By: W. B. Nivison (SEAL)
W. B. Nivison, Partner

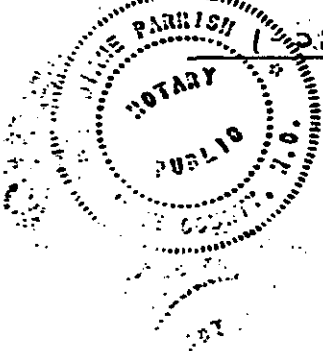
NORTH CAROLINA
WAKE COUNTY

I, Diane Parich, a Notary Public in and for the County and State aforesaid, certify that W. B. Nivison, Partner of Sandy Creek Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 15th day of November, 1979.

Diane Parich
Notary Public

My commission expires:



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Diane Parich

Notary Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2786, Page 616

This 16 day of December, 1979, at 11:20 o'clock A.M.

By Joyce B. Osborn
Deputy Register of Deeds

BOOK 2786 PAGE 621

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT

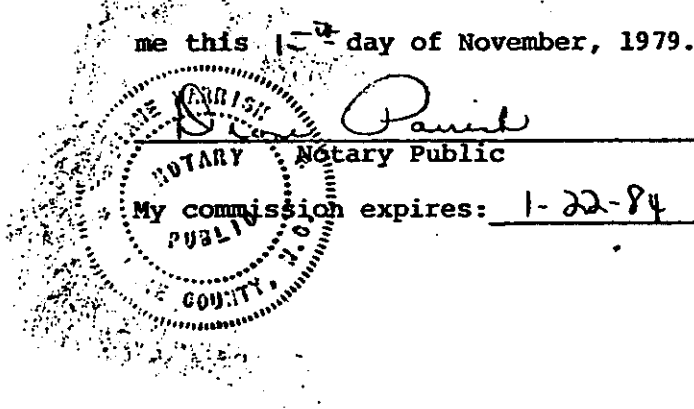
W. B. Nivison, Partner of Sandy Creek Partnership, being first
duly sworn, depose and say:

That a true copy of the annexed Third Amendment to
Declaration of Unit Ownership for Sandy Creek Condo-
minium has been mailed by certified mail to all
mortgagees having bona fide liens of record against
any unit ownership in said condominium project.

 (SEAL)
W. B. Nivison, Partner of
Sandy Creek Partnership

Sworn to and subscribed before

me this 15th day of November, 1979.



2827 857

Prepared by & mail to:
Poyner, C. H. & T., Attys.
P.O. Box 10076
Raleigh, NC 27605

FOURTH AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP
FOR
SANDY CREEK CONDOMINIUM

THIS AMENDMENT TO DECLARATION, made this 10th
March, 1980, by the undersigned unit owners (THE UNIT
OWNERS), and SANDY CREEK PARTNERSHIP, a North Carolina Partnership
of Wake County, North Carolina.

W I T N E S S E T H: That

WHEREAS, the undersigned Unit Owners represent in excess
of 75% of the Unit Owners of "Phase I-A" and "Phase I-B" defined and
described in that certain Declaration of Unit Ownership for Sandy
Creek Condominium dated April 11, 1974, filed April 17, 1974 at
11:45 a.m. and recorded in Book 2237, Page 415, Wake County Registry,
the First Amendment to said Declaration dated November 9, 1978,
recorded in Book 2684, Page 553 of said Registry, the Second Amend-
ment to said Declaration dated May 9, 1979, recorded in Book 2730,
Page 09 of said Registry and the Third Amendment to said Declaration
dated November 15, 1979, recorded in Book 2786, Page 616 of said
Registry (said Declaration and Amendments being hereinafter referred to
as the "Declaration") (See Condominium Plan File, Condominium No. 5, Wake
County Registry, for Plans); and

or its assignee,

WHEREAS, Sandy Creek Partnership has acquired, or is in the
process of acquiring Phase II-A and Phase II-B defined and described in the
Declaration recorded in Book 2237, Page 415, Wake County Registry, and
together with the undersigned Unit Owners desires to further amend said

PRESENTED
FOR
REGISTRATION
MAY 12 10 21 AM '80
R.B. HENRIZ
REGISTER OF DEEDS
WAKE COUNTY, N.C.

Declaration as provided in Paragraph 19 thereof to permit the submission of Phases II-A and II-B to the Declaration within the time period and manner hereinafter provided; and

WHEREAS, written consent to this amendment as provided in Paragraph 19 of the Declaration has been obtained from all mortgagees having bona fide first liens of record against all unit ownerships.

NOW THEREFORE, in consideration of the premises, the mutual benefits to be derived herefrom and other valuable considerations, the parties hereto do hereby further amend said Declaration recorded in Book 2237, Page 415, Wake County Registry as follows:

1. The deadline for submission of additional phases or stages to said Declaration as provided in Paragraph 18 thereof is hereby extended to and including December 31, 1983; provided, however, this extension shall apply only to the time in which the property included in proposed "Phases II-A and II-B" can be submitted to the Declaration.

2. Proposed "Phases II-A and II-B" described and provided for in the Declaration are hereby divided into Twelve (12) Stages entitled "Stage O", "Stage P", "Stage Q", "Stage R", "Stage S", "Stage T", "Stage U", "Stage V", "Stage W", "Stage X", "Stage Y", and "Stage Z", which stage designations coincide with the building designations shown on the Master Plan for Sandy Creek Condominium, and it is understood and agreed that such stages may be submitted to the Declaration separately, or in groups of two or more, without regard to any particular sequence or order of submission.

3. In the development and submission of the above Stages, it shall not be required that the exact number of each unit type or the exact number of units in each building set out in Subparagraphs (B) and (C) of Paragraph 5A of the Declaration be adhered to;

provided that each unit shall be one of the four types identified in Paragraph 5 of the Declaration, that each unit shall be constructed substantially of identical or equivalent materials as that used in "Phase I-A" and "Phase I-B" of the Project, and that the total number of units added shall not exceed 73 new units.

4. Each amendment to the Declaration filed for the purposes of submitting the stages referred to in Paragraph 2 above to the Declaration shall contain the necessary amendment to the proposed percentages of ownership of the common area as shall be applicable to such ownership by virtue of the submission of additional land and improvements thereto.

5. Except as herein amended, the method for submitting additional phases or stages to the Declaration and all other provisions thereof shall remain the same.

IN WITNESS WHEREOF, W. B. Nivison, Partner of SANDY CREEK PARTNERSHIP and all Unit Owners have hereunto set their hands and seals as of the day and year first above written.

SANDY CREEK PARTNERSHIP, a N. C. Partnership

By: W. B. Nivison (SEAL)
W. B. Nivison, Partner

UNIT	PERCENTAGE	OWNERS
Unit 1, Bldg. A 115 Newton Road	1.22	<u>Floyd L. Blake</u> (SEAL)
	***	<u>Louise W. Blake</u> (SEAL)
Unit 2, Bldg. A 117 Newton Road	1.18	<u>H. E. Rayfield</u> (SEAL)
	***	<u>Carolyn Faye Daniels</u> (SEAL)
Unit 3, Bldg. A 119 Newton Road	.98	<u>Grady Ferrell, Jr.</u> (SEAL)
	***	<u>Linda G. Ferrell</u> (SEAL)
Unit 4, Bldg. A 121 Newton Road	.98	

UNIT	PERCENTAGE	OWNERS
Unit 5, Bldg. A 123 Newton Road	.94 ***	Richard Reiman (SEAL)
Unit 6, Bldg. A 125 Newton Road	.99 ***	Rickey L. McKoy (SEAL)
Unit 1, Bldg. B 127 Newton Road	.99 ***	Elizabeth Ferrill McKoy (SEAL) Laura Ferguson Eckenrode
Unit 2, Bldg. B 129 Newton Road	.94 ***	James A. Stox (SEAL)
Unit 3, Bldg. B 131 Newton Road	1.10 ***	Martha Walston (SEAL)
Unit 4, Bldg. B 133 Newton Road	1.22 ***	Margie Ferrell (SEAL)
Unit 1, Bldg. C 135 Newton Road	1.22 ***	C. Gilbert Smith (SEAL) Audrey H. Stenged
Unit 2, Bldg. C 137 Newton Road	1.10 ***	Sharon M. Murphy (SEAL)
Unit 3, Bldg. C 139 Newton Road	.98 ***	Gary H. Ross (SEAL)
Unit 4, Bldg. C 141 Newton Road	.98 ***	Ann S. Currin (SEAL)
Unit 5, Bldg. C 143 Newton Road	.98 ***	Peggy H. Watkins (SEAL)
Unit 6, Bldg. C 145 Newton Road	.98 ***	Julia Earp (SEAL)
Unit 7, Bldg. C 147 Newton Road	1.10 ***	Mary S. Milton (SEAL)
Unit 8, Bldg. C 149 Newton Road	1.22 ***	B. J. Burch (SEAL)
Unit 1, Bldg. D 151 Newton Road	1.22 ***	Teresa Burch (SEAL)
Unit 2, Bldg. D 153 Newton Road	1.18 ***	Martin L. Ball, III (SEAL)
Unit 3, Bldg. D 155 Newton Road	.98 ***	Martha H. Crenshaw (SEAL)
		Bernice I. Earp (SEAL)
		Claudia T. Earp (SEAL)

UNIT	PERCENTAGE	OWNER
Unit 4, Bldg. D 157 Newton Road	.98 ***	<u>Terance J. O'Brien</u> (SEAL) Terance J. O'Brien
Unit 5, Bldg. D 159 Newton Road	.98 ***	<u>Deborah Schonwalder</u> (SEAL) Deborah Schonwalder
Unit 6, Bldg. D 161 Newton Road	.98 ***	<u>Linda Susan Strupp</u> (SEAL) Linda Susan Strupp
Unit 7, Bldg. D 163 Newton Road	1.18 ***	<u>Kenneth Luther Edgar</u> (SEAL) Kenneth Luther Edgar
Unit 8, Bldg. D 165 Newton Road	1.22 ***	<u>Mary J. Ortner</u> (SEAL) Mary J. Ortner
Unit 1, Bldg. E 167 Newton Road	1.22 ***	<u>Beverly A. Barfield</u> (SEAL) Beverly A. Barfield
Unit 2, Bldg. E 169 Newton Road	1.18 ***	<u>Wayne L. Gentry</u> (SEAL) Wayne L. Gentry
Unit 3, Bldg. E 171 Newton Road	.94 ***	<u>Gayla D. Gentry</u> (SEAL) Gayla D. Gentry
Unit 4, Bldg. E 173 Newton Road	.94 ***	<u>Kent Thomas Disher</u> (SEAL) Kent Thomas Disher
Unit 5, Bldg. E 175 Newton Road	1.10 ***	<u>Nancy Martin Andrews</u> (SEAL) Nancy Martin Andrews
Unit 6, Bldg. E 177 Newton Road	1.22 ***	<u>John M. Sandlin</u> (SEAL) John M. Sandlin
Unit 1, Bldg. F 179 Newton Road	1.01 ***	<u>Patricia M. Gross</u> (SEAL) Patricia M. Gross
Unit 2, Bldg. F 181 Newton Road	.98 ***	<u>Gary J. Rholke</u> (SEAL) Gary J. Rholke
Unit 3, Bldg. F 183 Newton Road	.98 ***	<u>Mary E. Graichen</u> (SEAL) Mary E. Graichen
Unit 4, Bldg. F 185 Newton Road	1.18 ***	<u>John D. Duganne</u> (SEAL) John D. Duganne
Unit 5, Bldg. F 187 Newton Road	1.22 ***	<u>Helen H. Duganne</u> (SEAL) Helen H. Duganne
Unit 1, Bldg. G 189 Newton Road	1.22 ***	<u>Laura P. White</u> (SEAL) Laura P. White
		<u>Barbara Q. Everette</u> (SEAL) Barbara Q. Everette

UNIT	PERCENTAGE	OWNER
Unit 2, Bldg. G 191 Newton Road	1.10	Clyde Barry Averett (SEAL)
	***	Patricia R. Averett (SEAL)
Unit 3, Bldg. G 193 Newton Road	.94	Thomas B. Baucom (SEAL)
Unit 4, Bldg. G 195 Newton Road	.94	Patty Stugard Roy (SEAL)
Unit 5, Bldg. G 197 Newton Road	1.10	Charles Woodall (SEAL)
Unit 6, Bldg. G 199 Newton Road	1.22	Phyllis J. Davidson (SEAL)
Unit 1, Bldg. H 203 Newton Road	1.01	Vincent J. Beck (SEAL)
Unit 2, Bldg. H 205 Newton Road	.98	John Stephen Ramey (SEAL)
Unit 3, Bldg. H 207 Newton Road	1.10	John A. Thaxton (SEAL)
Unit 4, Bldg. H 209 Newton Road	1.22	H. Henry Pitts (SEAL)
	***	Helen L. Pitts (SEAL)
Unit 1, Bldg. I 211 Newton Road	1.22	Andrew Frank (SEAL)
	***	Ellen S. Frank (SEAL)
Unit 2, Bldg. I 213 Newton Road	1.18	Conley Allen Hilliard (SEAL)
	***	Robin Ward Hilliard (SEAL)
Unit 3, Bldg. I 215 Newton Road	.98	SANDY CREEK PARTNERSHIP By: W. B. Nivison, Partner (SEAL)
Unit 4, Bldg. I 217 Newton Road	.98	Vernon E. Creekmore (SEAL)
Unit 5, Bldg. I 219 Newton Road	.98	Anne Marie Henderson (SEAL)
Unit 3, Bldg. I 215 Newton Road	.98	Cathryn A. Feagin, Unmarried (SEAL)

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UNIT	PERCENTAGE	OWNER
Unit 6, Bldg. I 221 Newton Road	.98	<u>John E. Clayton, Jr.</u> (SEAL)
Unit 7, Bldg. I 223 Newton Road	*** 1.18	<u>Thomas Kennedy Hudgens</u> (SEAL) <u>Diana Clark Hudgens</u> (SEAL) Diana Clark Hudgens
Unit 8, Bldg. I 225 Newton Road	*** 1.18	<u>Charles A. Beddingfield, III</u> (SEAL) <u>Charles A. Beddingfield, Jr.</u> (SEAL) Charles A. Beddingfield, Jr.
Unit 1, Bldg. J 299 Newton Road	*** 1.22	<u>Elizabeth M. Brinson</u> (SEAL) Elizabeth M. Brinson <u>Jack Brinson</u> (SEAL) Jack Brinson
Unit 2, Bldg. J 297 Newton Road	*** 1.10	<u>Stanley Winborne</u> (SEAL) Stanley Winborne
Unit 3, Bldg. J 295 Newton Road	*** 1.18	<u>Steven R. Culnon</u> (SEAL) Steven R. Culnon <u>Cheryl W. Culnon</u> (SEAL) Cheryl W. Culnon
Unit 4, Bldg. J 293 Newton Road	*** 1.18	<u>James G. Friend</u> (SEAL) James G. Friend <u>Sandra W. Friend</u> (SEAL) Sandra W. Friend
Unit 5, Bldg. J 291 Newton Road	*** 1.18	<u>Samuel Alan Gaines</u> (SEAL) Samuel Alan Gaines <u>Sharon Andrews Gaines</u> (SEAL) Sharon Andrews Gaines
Unit 6, Bldg. J 289 Newton Road	*** 1.22	<u>Robert E. Rutt</u> (SEAL) Robert E. Rutt <u>Linda T. Rutt</u> (SEAL) Linda T. Rutt
Unit 1, Bldg. K 287 Newton Road	*** 1.22	<u>William E. White, Jr.</u> (SEAL) William E. White, Jr. <u>Dianne P. White</u> (SEAL) Dianne P. White
Unit 2, Bldg. K 285 Newton Road	*** 1.18	T & S ASSOCIATES By: <u>Carl R. Simsic</u> (SEAL) Carl R. Simsic, Partner By: <u>Edward H. Treadwell</u> (SEAL) Edward H. Treadwell, Partner

UNIT	PERCENTAGE	OWNER
Unit 3, Bldg. K 283 Newton Road	1.10 ***	<u>Jane Branch Burns</u> (SEAL) Jane Branch Burns
Unit 4, Bldg. K 281 Newton Road	1.10 ***	<u>Betsy Bradley</u> (SEAL) Betsy Bradley
Unit 5, Bldg. K 279 Newton Road	1.10	<u>Michael F. Grier</u> (SEAL) Michael F. Grier
	***	<u>Susan Yow Grier</u> (SEAL) Susan Yow Grier
Unit 6, Bldg. K 277 Newton Road	1.18	<u>Walter B. Cummings</u> (SEAL) Walter B. Cummings
	***	<u>Kay V. Cummings</u> (SEAL) Kay V. Cummings
Unit 7, Bldg. K 275 Newton Road	1.22	<u>Virginia Ruth Dean</u> (SEAL) Virginia Ruth Dean
Unit 1, Bldg. L 273 Newton Road	1.22	<u>David P. Miller</u> (SEAL) David P. Miller
Unit 2, Bldg. L 271 Newton Road	1.10	<u>Edna Catherine Roach McBride</u> (SEAL) Edna Catherine Roach McBride
	***	<u>Danny McBride</u> (SEAL) Danny McBride
Unit 3, Bldg. L 269 Newton Road	1.18	<u>Christopher James Hanson</u> (SEAL) Christopher James Hanson
	***	<u>Sara Anderson Hanson</u> (SEAL) Sara Anderson Hanson
Unit 4, Bldg. L 267 Newton Road	1.18	<u>Polly Bivins Gamble</u> (SEAL) Polly Bivins Gamble
Unit 5, Bldg. L 265 Newton Road	1.18	<u>Robert Bennett</u> (SEAL) Robert Bennett
Unit 6, Bldg. L 263 Newton Road	1.10	<u>Mary Gunter</u> (SEAL) Mary Gunter
Unit 7, Bldg. L 261 Newton Road	1.22	<u>Stephen Louis Stephano</u> (SEAL) Stephen Louis Stephano
	***	<u>Jean Marie Stephano</u> (SEAL) Jean Marie Stephano
Unit 1, Bldg. M 259 Newton Road	1.22	<u>Theodore A. McGowan</u> (SEAL) Theodore A. McGowan
	***	<u>Dorothy M. McGowan</u> (SEAL) Dorothy M. McGowan

UNIT	PERCENTAGE	OWNER
Unit 2, Bldg. M 257 Newton Road	1.10	<u>Jack T. Gullledge</u> (SEAL) Jack T. Gullledge
	***	<u>Mary H. Gullledge</u> (SEAL) Mary H. Gullledge
Unit 3, Bldg. M 255 Newton Road	1.18	<u>Barbara M. Strickland</u> (SEAL) Barbara M. Strickland
Unit 4, Bldg. M 253 Newton Road	1.18	<u>Hugh C. Sandlin, Jr.</u> (SEAL) Hugh C. Sandlin, Jr.
	***	<u>Ginger Hickman Sandlin</u> (SEAL) Ginger Hickman Sandlin
Unit 5, Bldg. M 251 Newton Road	1.18	<u>Paul R. Clements</u> (SEAL) Paul R. Clements
Unit 6, Bldg. M 249 Newton Road	1.18	<u>Daryl M. Cady</u> (SEAL) Daryl M. Cady
	***	<u>Sandra C. Cady</u> (SEAL) Sandra C. Cady
Unit 7, Bldg. M 247 Newton Road	1.10	<u>Richard G. Stevie</u> (SEAL) Richard G. Stevie
	***	<u>Carol A. Stevie</u> (SEAL) Carol A. Stevie
Unit 8, Bldg. M 245 Newton Road	1.22	<u>Karl E. Peace</u> (SEAL) Karl E. Peace
Unit 3, Bldg. N 239 Newton Road	1.10	<u>Eric L. Ellwood</u> (SEAL) Eric L. Ellwood
Unit 4, Bldg. N 237 Newton Road	1.10	<u>Thomas E. Bohannon</u> (SEAL) Thomas E. Bohannon
	***	<u>Paula M. Bohannon</u> (SEAL) Paula M. Bohannon
Unit 5, Bldg. N 235 Newton Road	1.10	<u>Daniel J. McKay</u> (SEAL) Daniel J. McKay
	***	<u>Anne F. McKay</u> (SEAL) Anne F. McKay
Unit 6, Bldg. N 233 Newton Road	1.10	<u>B. Blair Bost, Jr.</u> (SEAL) B. Blair Bost, Jr.
	***	<u>Cheryl G. Bost</u> (SEAL) Cheryl G. Bost
Unit 7, Bldg. N 231 Newton Road	1.22	<u>David Kester Bender</u> (SEAL) David Kester Bender
	***	<u>Barbara W. Bender</u> (SEAL) Barbara W. Bender

<u>UNIT</u>	<u>PERCENTAGE</u>	<u>OWNER</u>
Unit 1, Bldg. N 243 Newton Road	1.22	JOHN ECKBLAD (SEAL) By: <u>[Signature]</u> (SEAL) A. W. Eckblad as attorney-in-fact pursuant to Power of Attorney dated July 25, 1979, recorded in Book 2797, Page 249, Wake County Registry
		MARTINE ECKBLAD (SEAL) By: <u>[Signature]</u> (SEAL) A. W. Eckblad as attorney-in-fact pursuant to Power of Attorney dated July 25, 1979, recorded in Book 2797, Page 249, Wake County Registry

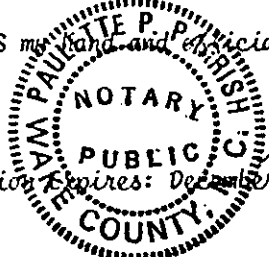
Unit 2, Bldg. N 241 Newton Road	1.10	JOHN ECKBLAD (SEAL) By: <u>[Signature]</u> (SEAL) A. W. Eckblad as attorney-in-fact pursuant to Power of Attorney dated July 25, 1979, recorded in Book 2797, Page 249, Wake County Registry
		MARTINE ECKBLAD (SEAL) By: <u>[Signature]</u> (SEAL) A. W. Eckblad as attorney-in-fact pursuant to Power of Attorney dated July 25, 1979, recorded in Book 2797, Page 249, Wake County Registry

NORTH CAROLINA
WAKE COUNTY

I, Quiette P. Berris, a Notary Public of the State and County aforesaid, do hereby certify that A. W. Eckblad, Attorney-in-Fact for John Eckblad and Martine Eckblad, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of John Eckblad and Martine Eckblad, and that his authority to execute and acknowledge said instrument is contained in instrument duly executed, acknowledged and filed for registration in the Office of the Register of Deeds for Wake County on the 27th day of December, 1979, and recording in Book 2797, Page 249, and that this instrument granting his Power of Attorney; that the said A. W. Eckblad acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of John Eckblad and Martine Eckblad.

WITNESS my hand and official seal, this 13th day of March, 1980.

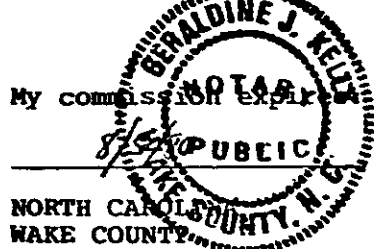
My Commission Expires: December 21, 1982



NORTH CAROLINA
WAKE COUNTY

I, Geraldine J. Kelly, a Notary Public in and for the County and State aforesaid, do hereby certify that W. B. Nivison, Partner of Sandy Creek Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 14 day of May, 1980.



Geraldine J. Kelly
Notary Public

NORTH CAROLINA
WAKE COUNTY

I, CAROL T. DAVIS, a Notary Public in and for the County and State aforesaid, do hereby certify that H. E. Rayfield, Carolyn Faye Daniels, Grady Ferrell, Jr. and wife, Lynda G. Ferrell, Don Eckenrode, Laurie Ferguson, Jane M. Stox, Martha Walston, Margie Ferrell, C. Gilbert Smith, Audry H. Stengel, Sharon M. Murphy, Ann S. Currin, Peggy H. Watkins, Mary S. Milton, B. J. Burch, Teresa Burch, Martin L. Ball, III, Martha H. Crenshaw, Terance J. O'Brien, Deborah Schonwalder, Beverly A. Barfield, Wayne L. Gentry, Gayla D. Gentry, Kent Thomas Disher, Nancy Martin Andrews, John M. Sandlin, Gary J. Rholke, Mary E. Graichen, John D. Duganne, Helen H. Duganne, Laura P. White, Barbara Q. Everette, Thomas B. Baucom, Patty Stugard Roy, Charles E. Woodall, Martha Noble Woodall, Vincent J. Beck, John Stephen Ramey, John A. Thaxton, Jean T. Thaxton, M. Henry Pitts, Andrew Frank, Ellen S. Frank, Conley Allen Hilliard, Robin Ward Hilliard, Vernon E. Creekmore, Anne Marie Henderson, John E. Clayton, Jr., Thomas Kennedy Hudgens, Diana Clark Hudgens, Charles A. Beddingfield, III, Charles A. Beddingfield, Jr., Elizabeth M. Brinson, Jack Brinson, Stanley Winborne, Steven R. Culnon, Cheryl W. Culnon, Samuel Alan Gaines, Sharon A. Gaines, Robert E. Rutt, Linda T. Rutt, William E. White, Jr., Dianne P. White, Carl R. Simsic, Partner of T & S Associates, a Partnership, Jane Branch Burns, Betsy Bradley, Michael F. Grier, Susan Yow Grier, Walter B. Cummings, Kay V. Cummings, Virginia Ruth Dean, David P. Miller, Edna Catherine Roach McBride, Christopher James Hanson, Polly Bivins Gamble, Sarah Bennett, Mary Gunter, Jean Marie Stephano, Theodore A. McGowan, Dorothy M. McGowan, Jack T. Gullette, Mary M. Gullette, Barbara M. Strickland, Hugh C. Sandlin, Jr., Ginger Hickman Sandlin, Paul R. Clements, Daryl M. Cady, Sandra C. Cady, Richard G. Stevie, Carol A. Stevie, B. Blair Bost, Jr., Cheryl D. Bost, David Kester Bender and Barbara W. Bender, ^{and Catherine A. Rogers} each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 9 day of May, 1980.

Carol T. Davis
Notary Public

My commission expires:

4-3-84

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Laurette L. Parrish,
Geraldine J. Kelly and Carol T. Davis

Notary Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. B. MCKENZIE, JR., Register of Deeds

By Mary S. Peoples
Deputy Register of Deeds

FIFTH AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

Prepared by & mail to
Poyner, C. H. & T., Attys.
P.O. Box 10096
Raleigh, NC 27605

PRESENTED
FOR
REGISTRATION

DEC 19 12 21 PM '80

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

THIS DECLARATION AMENDMENT, made this 15th day of December, 1980 by DIXIE DEVELOPMENT COMPANY, a North Carolina Corporation (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended, (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974, in the Office of the Register of Deed of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated March 10, 1980, recorded in Book 2827, Page 857 of the Wake County Registry, the Declaration was amended to extend the time for submission of "Phase IIA and IIB" in Twelve (12) stages; and

WHEREAS, the Grantor is the assignee of Sandy Creek Partnership named in the Declaration amendment referred to above, and is the owner of and wishes to now annex and add to the Condominium Property the real property and improvements thereon involved in Phase IIA and IIB, Stage P of the Project and thereby submit to the Act as part of

the Condominium Property the following described premises ("Phase IIA and IIB, Stage P Property");

BEGINNING at a point, said point being the Northeast corner of Sandy Creek Condominium Phase I-B, Stages I, M, and N described in the THIRD AMENDMENT to the Declaration of Unit Ownership for Sandy Creek Condominium recorded in Book 2786, Page 616, Wake County Registry; thence along the Northern line of said Phase I-B Stages I, M and N two calls as follows: (1) North 80 degrees 30 minutes West 168.41 feet to a point and (2) North 57 degrees 30 minutes West 38.28 feet to a point in said Northern line; thence in a Northerly direction along a curve to the left having a radius of 80 feet, a distance of 33.39 feet to a point; thence North 04 degrees 10 minutes East 80 feet to a point; thence North 79 degrees 08 minutes East 214.74 feet to a point; thence South 02 degrees 58 minutes West 56.79 feet; thence South 09 degrees 42 minutes West 145.86 feet to the point and place of beginning, containing 0.7679 acres according to map entitled "Phase II, Stage P, Boundary & Final Plat, Sandy Creek Condominiums, Raleigh, Wake County, North Carolina", dated December 3, 1980, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, Raleigh, N.C.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, Phase IIA and IIB, Stage P Property is now improved with one building containing a total of eight dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase IIA and IIB, Stage P Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the

designation of a Cedarwood Revised.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees entitled to be served having bona fide liens of record against any unit owners, and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, DIXIE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.



DIXIE DEVELOPMENT COMPANY

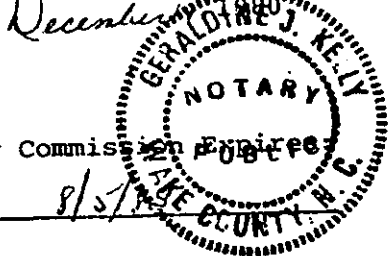
By:

W. B. McKenzie
President

NORTH CAROLINA
WAKE COUNTY

This 10th day of December, 1980, personally came before me Geraldine J. Kelly a Notary Public in and for the said County and State, W. B. McKenzie, who, being by me duly sworn, says that he is the President of Dixie Development Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this 16th day of



My Commission Expires

8/3/81

Geraldine J. Kelly
Notary Public

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate

Geraldine J. Kelly

Notar(y) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. B. McKENZIE, JR., Register of Deeds

By R. B. McKenzie, Jr.
Deputy Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT

W. B. Nivison, President of Dixie Development Company, being first duly sworn, depose and say:

That a true copy of the annexed Fifth Amendment to Declaration of Unit Ownership for Sandy Creek Condominium has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership in said condominium project who are entitled thereto.

W. B. Nivison (SEAL)
W. B. Nivison, President of
Dixie Development Company

Sworn to and subscribed before
me this 16th day of December,
1980.

Gerard J. Kelly
Notary Public

My Commission Expires

8/5/85
PUBLIC
WAKE COUNTY, N.C.

terms and provisions of the Declaration. The Phase IIA and IIB, Stage P Property consists of one two story building. The building is not named but is numbered alphabetically P. Building P contains eight dwelling units. The additional building and additional dwelling units are of substantially the same construction as are described in Section 5 of the Declaration. The additional building and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the buildings and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional buildings and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit shall be as set forth in amendment to Schedule E of the Declaration attached hereto.

3. Attached hereby and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of ten sheets, Sheet 1 being a revised title page and building schedule, Sheet 2 being the boundary and final map for Phase IIA and IIB, Stage P Property, and Sheets 3 through 17 being the revised plans for all Units to be constructed in Phase IIA and IIB. Exhibit "D" of the Declaration is hereby amended by adding the attached 17 sheets. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County. All reference in Sheet 3 through 17 (Plans) referred to above to Unit 3TC is the Plan description of a Willowrun Revised, and all reference to Unit 2TA is the Plan

<u>Building</u>	<u>Unit</u>	<u>Dwelling Unit Type</u>	<u>Percentage of Undivided Interest in Common Elements After Addition of Building "P"</u>
A	1	Willowrun	1.10
	2	Willowrun	1.06
	3	Cedarwood	.91
	4	Cedarwood	.91
	5	Shagbark	.86
	6	Shagbark	.90
B	1	Shagbark	.90
	2	Shagbark	.86
	3	Elmbrook	1.06
	4	Elmbrook	1.10
C	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Cedarwood	.91
	4	Cedarwood	.91
	5	Cedarwood	.91
	6	Cedarwood	.91
	7	Elmbrook	1.06
	8	Elmbrook	1.10
D	1	Willowrun	1.10
	2	Willowrun	1.06
	3	Cedarwood	.91
	4	Cedarwood	.91
	5	Cedarwood	.91
	6	Cedarwood	.91
	7	Willowrun	1.06
	8	Willowrun	1.10
E	1	Willowrun	1.10
	2	Willowrun	1.06
	3	Shagbark	.86
	4	Shagbark	.86
	5	Elmbrook	1.06
	6	Elmbrook	1.10
F	1	Cedarwood	.94
	2	Cedarwood	.91
	3	Cedarwood	.91
	4	Willowrun	1.06
	5	Willowrun	1.10
G	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Shagbark	.86
	4	Shagbark	.86
	5	Elmbrook	1.06
	6	Elmbrook	1.10
H	1	Cedarwood	.94
	2	Cedarwood	.91
	3	Elmbrook	1.06
	4	Elmbrook	1.10
I	1	Willowrun	1.10
	2	Willowrun	1.06
	3	Cedarwood	.91
	4	Cedarwood	.91
	5	Cedarwood	.91
	6	Cedarwood	.91
	7	Willowrun	1.06
	8	Willowrun	1.10

J	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Willowrun	1.06
	4	Willowrun	1.06
	5	Willowrun	1.06
	6	Willowrun	1.10
K	1	Willowrun	1.10
	2	Willowrun	1.06
	3	Elmbrook	1.06
	4	Elmbrook	1.06
	5	Elmbrook	1.06
	6	Willowrun	1.06
	7	Willowrun	1.10
L	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Willowrun	1.06
	4	Willowrun	1.06
	5	Willowrun	1.06
	6	Elmbrook	1.06
	7	Elmbrook	1.10
M	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Willowrun	1.06
	4	Willowrun	1.06
	5	Willowrun	1.06
	6	Willowrun	1.06
	7	Elmbrook	1.06
	8	Elmbrook	1.10
N	1	Elmbrook	1.10
	2	Elmbrook	1.06
	3	Elmbrook	1.06
	4	Elmbrook	1.06
	5	Elmbrook	1.06
	6	Elmbrook	1.06
	7	Elmbrook	1.10
P	1	Willowrun Revised	1.10
	2	Willowrun Revised	1.05
	3	Cedarwood Revised	.91
	4	Cedarwood Revised	.91
	5	Cedarwood Revised	.91
	6	Cedarwood Revised	.91
	7	Willowrun Revised	1.06
	8	Willowrun Revised	1.10

*Isid:
Est. Wilson*

BOOK 2950 PAGE 276

PRESENTED
295
276

AUG 10 3 49 PM '81

W. H. WILSON, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

SIXTH AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

THIS DECLARATION AMENDMENT, made this 5th day of August, 1981, by DIXIE DEVELOPMENT COMPANY, a North Carolina corporation (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended, (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974 in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated March 10, 1980, recorded in Book 2827, Page 857 of the Wake County Registry, the Declaration was amended to extend the time for submission of "Phase IIA and IIB" in Twelve (12) stages; and

WHEREAS, the Grantor is the assignee of Sandy Creek Partnership named in the Declaration amendment referred to above, and is the owner of and wishes to now annex and add to the Condominium Property the real property and improvements thereon involved in Phase IIA and

IIB, Stages O and Q of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase IIA and IIB, Stages O and Q Property");

BEGINNING at a point in the northern edge of the access easement shown on the map hereinafter referred to, said point being the southwest corner of Phases IIA and IIB, Stage P described in the Fifth Amendment to the Declaration recorded in Book 2888, Page 380, Wake County Registry; thence along the northern edge of said access easement two calls as follows: (1) North 57 degrees 30 minutes West 93.32 feet to a point, and (2) South 67 degrees 30 minutes West 56.5 feet to a point in the northern edge of said easement; thence North 09 degrees 30 minutes East 182 feet to a point; thence North 87 degrees 40 minutes East 96 feet to a point; thence North 38 degrees 30 minutes East 105 feet to a point; thence South 49 degrees 22 minutes 14 seconds East 218.05 feet to a point, the northeast corner of Phases IIA and IIB, Stage P; thence along the boundary of Phases IIA and IIB, Stage P three calls as follows: (1) South 79 degrees 08 minutes West 214.74 feet to a point, (2) South 04 degrees 10 minutes West 80 feet to a point, and (3) in a southwesterly direction along a curve to the right having a radius of 80 feet, a distance of 33.39 feet to the point and place of BEGINNING, according to map entitled "Boundary & Final Plat, Sandy Creek Condominiums, Phase II, Stages O & Q, Raleigh, Wake Co., N. C.", dated July 13, 1981, revised August 3, 1981, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, Phase IIA and IIB, Stages O and Q Property is now improved with two buildings containing a total of ten dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase IIA and IIB, Stage O and Q Property described above are hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects

by, the terms and provisions of the Declaration. The Phase IIA and IIB, Stages O and Q Property consists of two two story buildings. The buildings are not named but are numbered alphabetically O and Q. Building O contains six dwelling units. Building Q contains four dwelling units. The additional buildings and additional dwelling units are of substantially the same construction as are described in Section 5 of the Declaration. The additional buildings and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the buildings and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional buildings and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit shall be as set forth in amendment to Schedule E of the Declaration attached hereto.

3. Attached hereby and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for Phase IIA and IIB, Stages O and Q Property. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended by adding the additional two sheets. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees entitled to be served having bona fide liens of record against any unit owners and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, DIXIE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

DIXIE DEVELOPMENT COMPANY

By: W. B. Nivison
W. B. Nivison, President

ATTEST:
Mildred L. Nivison
Mildred L. Nivison, Secretary
NORTH CAROLINA
WAKE COUNTY

This 5th day of August, 1981, personally came before me, Geraldine J. Kelly, a Notary Public in and for the said County and State, W. B. Nivison, who, being by me duly sworn, says that he is the President of Dixie Development Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 5th day of August, 1981.

My commission expires 8/5/85
Geraldine J. Kelly
Notary Public
NOTARY PUBLIC
WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate of Geraldine J. Kelly

Notary (s) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. B. McKENZIE, JR., Register of Deeds
By: Joseph B. Johnson
Deputy Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF WAKE

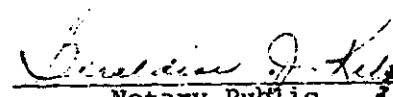
AFFIDAVIT

W. B. Nivison, President of Dixie Development Company, being
first duly sworn, depose and say:

That a true copy of the annexed Sixth Amendment to
Declaration of Unit Ownership for Sandy Creek
Condominium has been mailed by certified mail to
all mortgagees having bona fide liens of record
against any unit ownership in said condominium
project who are entitled thereto.


W. B. Nivison, President of
Dixie Development Company (SEAL)

Sworn to and subscribed before
me this 5th day of August,
1981.


Notary Public

My commission expires:



AMENDMENT TO SCHEDULE "E"

<u>BUILDING</u>	<u>UNIT</u>	<u>DWELLING UNIT TYPE</u>	<u>Percentage of Undivided Interest in Common Elements After Addition of Buildings "O" and "Q"</u>
A	1	Willowrun	.99
	2	Willowrun	.96
	3	Cedarwood	.83
	4	Cedarwood	.83
	5	Shagbark	.78
	6	Shagbark	.81
B	1	Shagbark	.81
	2	Shagbark	.78
	3	Elmbrook	.96
	4	Elmbrook	.99
C	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Cedarwood	.83
	4	Cedarwood	.83
	5	Cedarwood	.83
	6	Cedarwood	.83
	7	Elmbrook	.96
	8	Elmbrook	.99
D	1	Willowrun	.99
	2	Willowrun	.96
	3	Cedarwood	.83
	4	Cedarwood	.83
	5	Cedarwood	.83
	6	Cedarwood	.83
	7	Willowrun	.96
	8	Willowrun	.99
E	1	Willowrun	.99
	2	Willowrun	.96
	3	Shagbark	.78
	4	Shagbark	.78
	5	Elmbrook	.96
	6	Elmbrook	.99
F	1	Cedarwood	.86
	2	Cedarwood	.83
	3	Cedarwood	.83
	4	Willowrun	.96
	5	Willowrun	.99
G	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Shagbark	.78
	4	Shagbark	.78
	5	Elmbrook	.96
	6	Elmbrook	.99
H	1	Cedarwood	.86
	2	Cedarwood	.83
	3	Elmbrook	.96
	4	Elmbrook	.99
I	1	Willowrun	.99
	2	Willowrun	.96
	3	Cedarwood	.83
	4	Cedarwood	.83
	5	Cedarwood	.83
	6	Cedarwood	.83
	7	Willowrun	.96
	8	Willowrun	.99

J	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Willowrun	.96
	4	Willowrun	.96
	5	Willowrun	.96
	6	Willowrun	.99
K	1	Willowrun	.99
	2	Willowrun	.96
	3	Elmbrook	.96
	4	Elmbrook	.96
	5	Elmbrook	.96
	6	Willowrun	.96
	7	Willowrun	.99
L	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Willowrun	.96
	4	Willowrun	.96
	5	Willowrun	.96
	6	Elmbrook	.96
	7	Elmbrook	.99
M	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Willowrun	.96
	4	Willowrun	.96
	5	Willowrun	.96
	6	Willowrun	.96
	7	Elmbrook	.96
	8	Elmbrook	.99
N	1	Elmbrook	.99
	2	Elmbrook	.96
	3	Elmbrook	.96
	4	Elmbrook	.96
	5	Elmbrook	.96
	6	Elmbrook	.96
	7	Elmbrook	.99
P	1	Willowrun Revised	.99
	2	Willowrun Revised	.95
	3	Cedarwood Revised	.83
	4	Cedarwood Revised	.83
	5	Cedarwood Revised	.83
	6	Cedarwood Revised	.83
	7	Willowrun Revised	.96
	8	Willowrun Revised	.99
O	1	Willowrun Revised	.99
	2	Willowrun Revised	.96
	3	Cedarwood Revised	.83
	4	Cedarwood Revised	.83
	5	Willowrun Revised	.96
	6	Willowrun Revised	.99
Q	1	Willowrun Revised	.99
	2	Willowrun Revised	.96
	3	Willowrun Revised	.96
	4	Willowrun Revised	.99

BOOK 3063 PAGE 685

SEVENTH AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

PRESENTED
FOR
REGISTRATION
NOV 16 2 27 PM '82
R.B. HENDERSON, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

THIS DECLARATION AMENDMENT, made this 15th day of November, 1982, by DIXIE DEVELOPMENT COMPANY, a North Carolina corporation (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974 in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated March 10, 1980, recorded in Book 2827, Page 857 of the Wake County Registry, the Declaration was amended to extend the time for submission of "Phase IIA and IIB" in Twelve (12) stages; and

WHEREAS, the Grantor is the assignee of Sandy Creek Partnership named in the Declaration amendment referred to above, and is the owner of and wishes to now annex and add to

WITNESSETH: ROBERT W. WILSON, JR.
P. O. BOX 10096
Raleigh, N. C. 27605-0096

Prepared By: Foyner, Gougherty,
Hartfield & Townsend, Attys.

the Condominium Property the real property and improvements thereon involved in Phase IIA and IIB, Stage W of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase IIA and IIB, Stage W Property");

BEGINNING at a point, said point being located South 09 degrees 30 minutes 00 seconds West 14.98 feet and South 53 degrees 56 minutes 30 seconds West 108.72 feet from the northwest corner of Stage O; thence South 53 degrees 56 minutes 30 seconds West 170 feet to a point; thence North 36 degrees 03 minutes 30 seconds West 180 feet to a point; thence North 53 degrees 56 minutes 30 seconds East 170 feet to a point; thence South 36 degrees 03 minutes 30 seconds East 180 feet to the point and place of BEGINNING, containing 0.7025 acres according to map entitled "Boundary and Final Map, Sandy Creek Condominiums, Phase II, Stage W, Raleigh, Wake Co., N.C.", dated October 4, 1982, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, TOGETHER WITH a perpetual right of ingress, egress and regress over and across that certain 25 foot access drive easement shown on the above map.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, Phase IIA and IIB, Stage W Property is now improved with one building containing a total of seven dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase IIA and IIB, Stage W Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration. The Phase IIA and IIB, Stage W Property consists of one two story building. The building is not named but is numbered

alphabetically W. The building contains seven dwelling units. The additional building and additional dwelling units are of substantially the same construction as are described in Section 5 of the Declaration. The additional building and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the building and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional building and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit shall be as set forth in amendment to Schedule E of the Declaration attached hereto.

3. Attached hereby and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for Phase IIA and IIB, Stage W Property. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended by adding the additional two sheets. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees entitled to be served

having bona fide liens of record against any unit owners and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, DIXIE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

DIXIE DEVELOPMENT COMPANY

By W.B. Nivison
W.B. Nivison, President

ATTEST:

Mildred L. Nivison
Mildred L. Nivison, Secretary

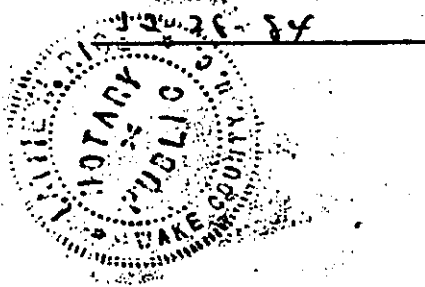
NORTH CAROLINA
WAKE COUNTY

This 15th day of November, 1982, personally came before me, Lattie W. Rice, a Notary Public in and for the said County and State, W.B. Nivison, who, being by me duly sworn, says that he is the President of Dixie Development Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 15th day of November, 1982.

Lattie W. Rice
Notary Public

My commission expires:



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of Lattie W. Rice

Notary Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. B. McKENZIE, JR., Register of Deeds

R. B. McKENZIE, JR.
Register of Deeds

115-111582-17

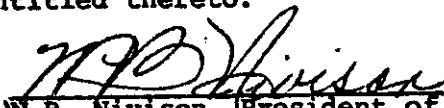
BOOK 3063 PAGE 689

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT

W.B. Nivison, President of Dixie Development Company,
being first duly sworn, deposes and says:

That a true copy of the annexed Seventh Amendment to Declaration of Unit Ownership for Sandy Creek Condominium has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership in said condominium project who are entitled thereto.

 (SEAL)
W.B. Nivison, President of
Dixie Development Company

Sworn to and subscribed before
me this 15th day of November, 1982.


Notary Public

My commission expires:

12-28-84



PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON ELEMENTS AFTER ADDITION OF
BUILDING " W "

BUILDING	UNIT	DWELLING UNIT TYPE	
A	1	Willowrun	.93
	2	Willowrun	.90
	3	Cedarwood	.78
	4	Cedarwood	.78
	5	Shagbark	.75
	6	Shagbark	.76
B	1	Shagbark	.76
	2	Shagbark	.75
	3	Elmbrook	.90
	4	Elmbrook	.93
C	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Cedarwood	.78
	4	Cedarwood	.78
	5	Cedarwood	.78
	6	Cedarwood	.78
	7	Elmbrook	.90
	8	Elmbrook	.93
D	1	Willowrun	.93
	2	Willowrun	.90
	3	Cedarwood	.78
	4	Cedarwood	.78
	5	Cedarwood	.78
	6	Cedarwood	.78
	7	Willowrun	.90
	8	Willowrun	.93
E	1	Willowrun	.93
	2	Willowrun	.90
	3	Shagbark	.75
	4	Shagbark	.75
	5	Elmbrook	.90
	6	Elmbrook	.93
F	1	Cedarwood	.82
	2	Cedarwood	.78
	3	Cedarwood	.78
	4	Willowrun	.90
	5	Willowrun	.93
G	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Shagbark	.75
	4	Shagbark	.75
	5	Elmbrook	.90
	6	Elmbrook	.93
H	1	Cedarwood	.82
	2	Cedarwood	.78
	3	Elmbrook	.90
	4	Elmbrook	.93
I	1	Willowrun	.93
	2	Willowrun	.90
	3	Cedarwood	.78
	4	Cedarwood	.78
	5	Cedarwood	.78
	6	Cedarwood	.78
	7	Willowrun	.90
	8	Willowrun	.93

J	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Willowrun	.90
	4	Willowrun	.90
	5	Willowrun	.90
	6	Willowrun	.93
K	1	Willowrun	.93
	2	Willowrun	.90
	3	Elmbrook	.90
	4	Elmbrook	.90
	5	Elmbrook	.90
	6	Willowrun	.90
	7	Willowrun	.93
L	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Willowrun	.90
	4	Willowrun	.90
	5	Willowrun	.90
	6	Elmbrook	.90
	7	Elmbrook	.93
M	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Willowrun	.90
	4	Willowrun	.90
	5	Willowrun	.90
	6	Willowrun	.90
	7	Elmbrook	.90
	8	Elmbrook	.93
N	1	Elmbrook	.93
	2	Elmbrook	.90
	3	Elmbrook	.90
	4	Elmbrook	.90
	5	Elmbrook	.90
	6	Elmbrook	.90
	7	Elmbrook	.93
P	1	Willowrun Revised	.93
	2	Willowrun Revised	.90
	3	Cedarwood Revised	.78
	4	Cedarwood Revised	.78
	5	Cedarwood Revised	.78
	6	Cedarwood Revised	.78
	7	Willowrun Revised	.90
	8	Willowrun Revised	.93
O	1	Willowrun Revised	.93
	2	Willowrun Revised	.90
	3	Cedarwood Revised	.78
	4	Cedarwood Revised	.78
	5	Willowrun Revised	.90
	6	Willowrun Revised	.93
Q	1	Willowrun Revised	.93
	2	Willowrun Revised	.90
	3	Willowrun Revised	.90
	4	Willowrun Revised	.93
W	1	Willowrun Revised	.93
	2	Willowrun Revised	.90
	3	Cedarwood Revised	.78
	4	Cedarwood Revised	.78
	5	Cedarwood Revised	.78
	6	Willowrun Revised	.90
	7	Willowrun Revised	.93

PRESENTED
FOR
REGISTRATION

DEC 23 3 43 PM '82

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.EIGHTH AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A

NORTH CAROLINA GENERAL STATUTES

SANDY CREEK CONDOMINIUM

PREP BY Y. M. T.
Bob Wilson

THIS DECLARATION AMENDMENT, made this 21st day of December, 1982, by DIXIE DEVELOPMENT COMPANY, a North Carolina corporation (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974 in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated March 10, 1980, recorded in Book 2827, Page 857 of the Wake County Registry, the Declaration was amended to extend the time for submission of "Phase IIA and IIB" in Twelve (12) stages; and

WHEREAS, the Grantor is the assignee of Sandy Creek Partnership named in the Declaration amendment referred to above, and is the owner of and wishes to now annex and add to

the Condominium Property the real property and improvements thereon involved in Phase IIA and IIB, Stages V, X and Y of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase IIA and IIB, Stages V, X & Y Property");

BEGINNING at the Northwest corner of Phase II-Stage W; thence along the property line of Stage W three calls as follows: (1) South 36 degrees 03 minutes 30 seconds East 180 feet to a point, (2) North 53 degrees 56 minutes 30 seconds East 170 feet to a point and (3) North 36 degrees 03 minutes 30 seconds West 45 feet to a point; thence North 53 degrees 56 minutes 30 seconds East 129.10 feet to a point; thence North 36 degrees 03 minutes 30 seconds West 135 feet to a point; thence North 53 degrees 56 minutes 30 seconds East 83.90 feet to a point; thence South 36 degrees 03 minutes 30 seconds East 12 feet to a point; thence South 53 degrees 56 minutes 30 seconds West 28.7 feet to a point; thence South 42 degrees 15 minutes 22 seconds East 177.91 feet to a point; thence North 48 degrees 40 minutes 47 seconds East 93.90 feet to a point; thence South 49 degrees 22 minutes 19 seconds East 15 feet to a point; thence South 38 degrees 30 minutes West 105 feet to a point; thence South 87 degrees 40 minutes West 96 feet to a point; thence South 09 degrees 30 minutes West 182 feet to a point; thence South 67 degrees 30 minutes West 8.5 feet to a point; thence South 18 degrees 30 minutes West 200 feet to a point; thence North 71 degrees 30 minutes West 145.88 feet to a point; thence North 33 degrees 15 minutes West 292.43 feet to a point; thence North 53 degrees 56 minutes 30 seconds East 82 feet to the point and place of beginning, containing 2.0015 acres being designated "Phase II, Stages, V, X & Y" on map entitled "Boundary and Final Plat, Sandy Creek Condominiums, Raleigh, Wake County, North Carolina", dated Dec., '82, prepared by Bass, Nixon and Kennedy, Inc. Consulting Engineers.

which property is a portion of the Project Property as described in said Declaration, as amended; and

WHEREAS, Phase IIA and IIB, Stages V, X & Y Property is now improved with three buildings containing a total of twenty dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby amended as follows:

1. The Phase IIA and IIB, Stages V, X & Y Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration. The Phase IIA and IIB, Stages V, X & Y Property consists of three two story buildings. The buildings are not named but are numbered alphabetically V, X & Y. The buildings contain twenty dwelling units. The additional buildings and additional dwelling units are of substantially the same construction as are described in Section 5 of the Declaration. The additional buildings and additional dwelling units are of the same types as are described in Section 5A of the Declaration as hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the building and the location, type, floor and ceiling elevations and area of each dwelling unit located therein. Detailed plans of the additional building and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit shall be as set forth in amendment to Schedule E of the Declaration attached hereto.

3. Attached hereby and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for Phase IIA and IIB, Stages V, X & Y Property. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended by adding the additional two sheets. Said Amendment to Exhibit "D" shall be

recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees entitled to be served having bona fide liens of record against any unit owners and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, DIXIE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

DIXIE DEVELOPMENT COMPANY

By

W.B. Nivison, President

ATTEST:

Mildred L. Nivison
Mildred L. Nivison, Secretary

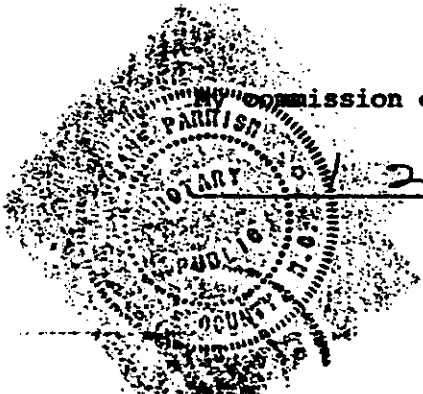


NORTH CAROLINA
WAKE COUNTY

This 22nd day of December, 1982, personally came before me, Diane Parrish, a Notary Public in and for the said County and State, W.B. Nivison, who, being by me duly sworn, says that he is the President of Dixie Development Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 22nd day of December, 1982.

Diane Parrish
Notary Public



Commission expires:

2284

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate

Diane Parrish

Notary Public is

(and) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. G. McNEELY, JR., Register of Deeds

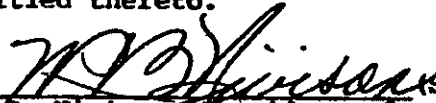
Charles A. Ball
Asst. Register of Deeds

STATE OF NORTH CAROLIAN
COUNTY OF WAKE

AFFIDAVIT

W.B. Nivison, President of Dixie Development Company,
being first duly sworn, deposes and says:

That a true copy of the annexed Eighth Amendment to Declara-
tion of Unit Onwership for Sandy Creek Condominium has been
mailed by certified mail to all mortgagees having bona fide
liens of record against any unit ownership in said condo-
minium project who are entitled thereto.


W.B. Nivison, President of
Dixie Development Company

Sworn to and subscribed before
me this 20th day of December, 1982.


Notary Public

My commission expires:

22-84

AMENDMENT TO SCHEDULE "E"

BUILDING	UNIT	DWELLING UNIT TYPE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS AFTER ADDITION OF BUILDINGS
			"V", "X" AND "Y"
A	1	Willowrun	.80
	2	Willowrun	.77
	3	Cedarwood	.66
	4	Cedarwood	.66
	5	Shagbark	.64
	6	Shagbark	.68
B	1	Shagbark	.68
	2	Shagbark	.64
	3	Elmbrook	.77
	4	Elmbrook	.80
C	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Cedarwood	.66
	4	Cedarwood	.66
	5	Cedarwood	.66
	6	Cedarwood	.66
	7	Elmbrook	.77
	8	Elmbrook	.80
D	1	Willowrun	.79
	2	Willowrun	.77
	3	Cedarwood	.66
	4	Cedarwood	.66
	5	Cedarwood	.66
	6	Cedarwood	.66
	7	Willowrun	.77
	8	Willowrun	.79
E	1	Willowrun	.79
	2	Willowrun	.77
	3	Shagbark	.64
	4	Shagbark	.64
	5	Elmbrook	.77
	6	Elmbrook	.80
F	1	Cedarwood	.69
	2	Cedarwood	.66
	3	Cedarwood	.66
	4	Willowrun	.77
	5	Willowrun	.79
G	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Shagbark	.64
	4	Shagbark	.64
	5	Elmbrook	.77
	6	Elmbrook	.80
H	1	Cedarwood	.69
	2	Cedarwood	.66
	3	Elmbrook	.77
	4	Elmbrook	.80

I	1	Willowrun	.79
	2	Willowrun	.77
	3	Cedarwood	.66
	4	Cedarwood	.66
	5	Cedarwood	.66
	6	Cedarwood	.66
	7	Willowrun	.77
	8	Willowrun	.79
J	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Willowrun	.77
	4	Willowrun	.77
	5	Willowrun	.77
	6	Willowrun	.79
K	1	Willowrun	.79
	2	Willowrun	.77
	3	Elmbrook	.77
	4	Elmbrook	.77
	5	Elmbrook	.77
	6	Willowrun	.77
	7	Willowrun	.79
L	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Willowrun	.77
	4	Willowrun	.77
	5	Willowrun	.77
	6	Elmbrook	.77
	7	Elmbrook	.80
M	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Willowrun	.77
	4	Willowrun	.77
	5	Willowrun	.77
	6	Willowrun	.77
	7	Elmbrook	.77
	8	Elmbrook	.80
N	1	Elmbrook	.80
	2	Elmbrook	.77
	3	Elmbrook	.77
	4	Elmbrook	.77
	5	Elmbrook	.77
	6	Elmbrook	.77
	7	Elmbrook	.80
P	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Cedarwood Revised	.66
	6	Cedarwood Revised	.66
	7	Willowrun Revised	.77
	8	Willowrun Revised	.79

O	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Willowrun Revised	.77
	6	Willowrun Revised	.79
Q	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Willowrun Revised	.77
	4	Willowrun Revised	.79
W	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Cedarwood Revised	.66
	6	Willowrun Revised	.77
	7	Willowrun Revised	.79
V	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Cedarwood Revised	.66
	6	Willowrun Revised	.77
	7	Willowrun Revised	.79
X	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Cedarwood Revised	.66
	6	Willowrun Revised	.77
	7	Willowrun Revised	.79
Y	1	Willowrun Revised	.79
	2	Willowrun Revised	.77
	3	Cedarwood Revised	.66
	4	Cedarwood Revised	.66
	5	Willowrun Revised	.77
	6	Willowrun Revised	.79

Held: Lassiter & Walker

BOOK 3209 PAGE 918

PRESENTED
FOR
REGISTRATION

DEC 12 3 02 PM '83

NINTH AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP
UNDER CHAPTER 47A
NORTH CAROLINA GENERAL STATUTES
SANDY CREEK CONDOMINIUM

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION AMENDMENT, made this 9th day of December 1983, by DIXIE DEVELOPMENT COMPANY, a North Carolina corporation (hereinafter referred to as "Grantor" or "Developer") pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, as amended (sometimes hereinafter referred to as the "Unit Ownership Act");

WHEREAS, SANDY CREEK COMPANY by Declaration of Unit Ownership (the "Declaration") filed on April 17, 1974 in the Office of the Register of Deeds of Wake County, North Carolina and recorded in Book 2237, Page 415 of said office (Exhibit D thereto being filed in Condominium Plan File, Condominium Number 5 in said office) submitted certain real property to the provisions of Chapter 47A of the General Statutes of North Carolina (the "Unit Ownership Act") said Condominium being known as Sandy Creek Condominium (the "Condominium"); and

WHEREAS, under the Declaration the right is reserved in the grantor therein to annex and add successive stages of the Project Property to Condominium Ownership by amending the Declaration; and

WHEREAS, by Declaration Amendment dated March 10, 1980, recorded in Book 2827, Page 857 of the Wake County Registry, the Declaration was amended to extend the time for submission of "Phase IIA and IIB" in Twelve (12) stages; and

WHEREAS, the Grantor is the assignee of Sandy Creek Partnership named in the Declaration amendment referred to above, and is the owner of and wishes to now annex and add to the Condominium Property the real property and improvements thereon involved in Phase IIA and IIB, Stages R, S, T and U of the Project and thereby submit to the Act as part of the Condominium Property the following described premises ("Phase IIA and IIB, Stages R, S, T and U Property");

BEGINNING at the northernmost corner of Stage W as shown on a plat of the same recorded in Condominium Plan File No. 5 in the Office of the Register of Deeds of Wake County, and runs thence North 53° 56' 30" East 497.93 feet to a point; thence South 62° 29' East 201.12 feet to a point; thence South 5° 31' West 180 feet to a point; thence South 72° 32' East 53.85 feet to a point; thence South 20° 13' West 78.90 feet to a point; thence South 57° 18' West 63.38 feet to a point; thence South 2° 58' West 23.77 feet to a point; thence North 49° 22' 19" West 233.05 feet to a point; thence South 48° 40' 47" West 93.90 feet to a point; thence South 89° 50' 45" West 91.86 feet to a point; thence South 53° 56' 30" West 129.10 feet to a point; thence North 36° 3' 30" West 135 feet to the point of Beginning; containing 3.29 acres and being designated as "Phase II, Stages R, S, T & U" on map entitled "Boundary & Final Plat, Sandy Creek Condominiums," dated 11-30-83, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers.

which property is a portion of the Project Property as described in said Declaration as amended; and

WHEREAS, Phase IIA and IIB, Stages R, S, T & U Property is now improved with four buildings containing a total of twenty-two dwelling units.

NOW, THEREFORE, the Grantor, pursuant to the authority granted in Section 18 of the Declaration as amended for the purpose above set forth, hereby declares that the Declaration be and is hereby further amended as follows:

1. The Phase IIA and IIB, Stages R, S, T & U Property described above is hereby annexed to the Condominium Property as defined in Section 3 of the Declaration, and is further hereby submitted to the provisions of the Unit Ownership Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration. The Phase IIA and IIB, Stages R, S, T & U Property consists of four two-story buildings. The buildings are not named but are numbered alphabetically R, S, T & U. The buildings contain twenty-two dwelling units. The additional buildings and additional dwelling units are of substantially the same construction as are described in Section 5 of the Declaration as heretofore amended. The additional buildings and additional dwelling units are of the same types as are described in Section 5A of the Declaration as heretofore and hereby amended. Reference is hereby made to the drawings referred to in Paragraph 3 hereof for the location of the buildings and the location, type, floor and ceiling elevations and area

of each dwelling unit located therein. Detailed plans of the additional buildings and additional dwelling units, as built, are as set forth in the drawings (as hereby amended) comprising a part of the Declaration.

2. The percentage of interest in the common area and facilities of each unit shall be as set forth in amendment to Schedule E of the Declaration attached hereto and incorporated herein by reference thereto.

3. Attached hereto and by this reference made a part hereof is an Amendment to Exhibit "D" to the Declaration, said Amendment consisting of two sheets, Sheet 1 being a revised title page and building schedule and Sheet 2 being the boundary and final map for Phase IIA and IIB, Stages R, S, T & U Property. Any reference in the Declaration to Exhibit "D" shall be deemed to refer to Exhibit "D" as hereby amended by adding the additional two sheets. Said Amendment to Exhibit "D" shall be recorded with the original drawings in the Condominium Plan File, Condominium Number 5, in the Office of the Register of Deeds of Wake County.

4. All the unit owners and mortgagees of unit owners, by Grantor, their attorney in fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Paragraph 19 of the Declaration.

5. Grantor hereby represents that it has served a copy of this Declaration on all mortgagees entitled to be served having bona fide liens of record against any unit owners and has in every other respect complied with the requirements of Paragraphs 18 and 19 of the Declaration with respect to amending the Declaration. See Affidavit attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, DIXIE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

DIXIE DEVELOPMENT COMPANY

By:

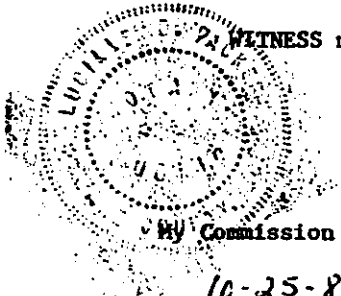
W. B. Nivison
W. B. Nivison, President

ATTEST:

Mildred L. Nivison
Mildred L. Nivison, Secretary

NORTH CAROLINA
WAKE COUNTY

This 9th day of December 1983, personally came before me, Lucille B. Packer, a Notary Public in and for the said County and State, W.B. Nivison, who, being by me duly sworn, says that he is the President of Dixie Development Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said instrument to be the act and deed of said corporation.



WITNESS my hand and notarial seal this 9th day of December 1983.

Lucille B. Packer
Notary Public

My Commission expires:

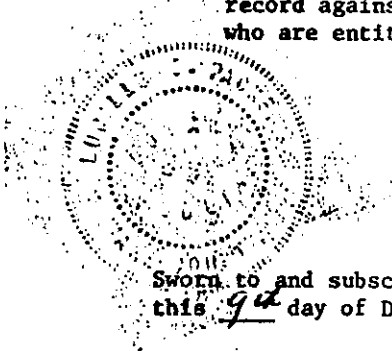
10-25-88

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT

W. B. Nivison, President of Dixie Development Company, being first duly sworn, deposes and says:

That a true copy of the annexed Ninth Amendment to Declaration of Unit Ownership for Sandy Creek Condominium has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership in said condominium project who are entitled thereto.



W. B. Nivison (SEAL)
W. B. Nivison, President of
Dixie Development Company

Sworn to and subscribed before me
this 9th day of December 1983.

Lucille B. Packer
Notary Public

My Commission expires:

10-25-88

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of Lucille B. Packer

Notar(y)(ies) Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time
and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Charles A. Helling
Asst./Deputy Register of Deeds

BUILDING	UNIT	DWELLING UNIT TYPE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS AFTER ADDITION OF BUILDINGS
			"R", "S", "T" AND "U"
A	1	Willowrun	.69
	2	Willowrun	.66
	3	Cedarwood	.56
	4	Cedarwood	.56
	5	Shagbark	.55
	6	Shagbark	.57
B	1	Shagbark	.57
	2	Shagbark	.55
	3	Elmbrook	.66
	4	Elmbrook	.69
C	1	Elmbrook	.69
	2	Elmbrook	.66
	3	Cedarwood	.56
	4	Cedarwood	.56
	5	Cedarwood	.56
	6	Cedarwood	.56
	7	Elmbrook	.66
	8	Elmbrook	.69
D	1	Willowrun	.68
	2	Willowrun	.66
	3	Cedarwood	.56
	4	Cedarwood	.56
	5	Cedarwood	.56
	6	Cedarwood	.56
	7	Willowrun	.66
	8	Willowrun	.68
E	1	Willowrun	.68
	2	Willowrun	.66
	3	Shagbark	.55
	4	Shagbark	.55
	5	Elmbrook	.66
	6	Elmbrook	.69
F	1	Cedarwood	.59
	2	Cedarwood	.56
	3	Cedarwood	.56
	4	Willowrun	.66
	5	Willowrun	.68
G	1	Elmbrook	.69
	2	Elmbrook	.66
	3	Shagbark	.55
	4	Shagbark	.55
	5	Elmbrook	.66
	6	Elmbrook	.69
H	1	Cedarwood	.59
	2	Cedarwood	.56
	3	Elmbrook	.66
	4	Elmbrook	.69

I	1	Willowrun	.68
	2	Willowrun	.66
	3	Cedarwood	.56
	4	Cedarwood	.56
	5	Cedarwood	.56
	6	Cedarwood	.56
	7	Willowrun	.66
	8	Willowrun	.68
J	1	Elmbrook	.69
	2	Elmbrook	.66
	3	Willowrun	.66
	4	Willowrun	.66
	5	Willowrun	.66
	6	Willowrun	.68
K	1	Willowrun	.68
	2	Willowrun	.66
	3	Elmbrook	.66
	4	Elmbrook	.66
	5	Elmbrook	.66
	6	Willowrun	.66
	7	Willowrun	.68
L	1	Elmbrook	.69
	2	Elmbrook	.66
	3	Willowrun	.66
	4	Willowrun	.66
	5	Willowrun	.66
	6	Elmbrook	.66
	7	Elmbrook	.69
M	1	Elmbrook	.68
	2	Elmbrook	.66
	3	Willowrun	.66
	4	Willowrun	.66
	5	Willowrun	.66
	6	Willowrun	.66
	7	Elmbrook	.66
	8	Elmbrook	.68
N	1	Elmbrook	.68
	2	Elmbrook	.66
	3	Elmbrook	.66
	4	Elmbrook	.66
	5	Elmbrook	.66
	6	Elmbrook	.66
	7	Elmbrook	.68
P	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Cedarwood Revised	.56
	6	Cedarwood Revised	.56
	7	Willowrun Revised	.66
	8	Willowrun Revised	.68

O	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Willowrun Revised	.66
	6	Willowrun Revised	.68
O	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Willowrun Revised	.66
	4	Willowrun Revised	.68
W	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Cedarwood Revised	.56
	6	Willowrun Revised	.66
	7	Willowrun Revised	.68
V	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Cedarwood Revised	.56
	6	Willowrun Revised	.66
	7	Willowrun Revised	.68
X	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Cedarwood Revised	.56
	6	Willowrun Revised	.66
	7	Willowrun Revised	.68
Y	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Cedarwood Revised	.56
	4	Cedarwood Revised	.56
	5	Willowrun Revised	.66
	6	Willowrun Revised	.68
R	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Willowrun Revised	.66
	4	Cedarwood Revised	.57
	5	Cedarwood Revised	.57
	6	Cedarwood Revised	.59
S	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Willowrun Revised	.66
	4	Willowrun Revised	.66
	5	Willowrun Revised	.66
	6	Willowrun Revised	.68
T	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Willowrun Revised	.66
	4	Willowrun Revised	.66
	5	Willowrun Revised	.66
	6	Willowrun Revised	.68
U	1	Willowrun Revised	.68
	2	Willowrun Revised	.66
	3	Willowrun Revised	.66
	4	Willowrun Revised	.68