

Publ. Secy, Rouse

PRESENTED
FOR
REGISTRATION

BOOK 3315 PAGE 667

NORTH CAROLINA, JUL 11 11 31 AM '84
WAKE COUNTY. KENNETH W. BULLINS
REGISTERED DEEDS
WAKE COUNTY

DECLARATION OF WESTERN MANOR
CONDOMINIUMS
A DECLARATION OF INTENT TO
SUBMIT PROPERTY TO THE PROVISIONS
OF THE NORTH CAROLINA UNIT
OWNERSHIP ACT

THIS DECLARATION, Made on this the 6th day of ~~June~~ ^{July}, 1984,
by LEE A DEBNAM and wife, REBECCA A. DEBNAM, of Franklin County,
North Carolina, hereinafter known as the "Declarant", which does
hereby declare:

(1) LANDS INVOLVED.

(a) Lee A. Debnam and wife, Rebecca A. Debnam, of Franklin
County, North Carolina, hereinafter known as the "Declarant", are
the sole owners in fee simple of certain lands in the City of Raleigh,
Wake County, North Carolina, more particularly described as follows:

BEING all of Western Manor Condominiums as shown on that
map by Robert W. Keefe dated August 29, 1983, and
recorded in Book of Maps 1984, Page 929, Wake County
Registry.

(b) It is the intent of the Declarant to submit some or
all of said lands, including the buildings, structures, and improve-
ments (which now consist, principally, of 84 dwelling units, appurtenances
thereto, and certain recreational facilities) located or to be located
thereon, to unit ownership through the recordation of the declaration
provided for in G.S. 47A-2 and G.S. 47A-13 of the North Carolina
General Statutes. The submission to unit ownership of all lands
and improvements to be included in Western Manor Condominiums, herein-
after known as the "Condominium", shall be accomplished on or before
July 15, 1984.

(c) The lands, buildings, structures, and improvements
described in each declaration shall constitute a separate Property,
as the term is defined herein and in G.S. 47A-3, but every such Property
created on the lands hereinabove described shall be administered
by the association of unit owners provided for in this Declaration
and in the bylaws attached hereto, subject always to the provisions
of Chapter 47A of the North Carolina General Statutes. The Properties
administered by the Association shall be known collectively, and
shall be referred to herein, as the Condominium. The common areas

and facilities of each additional Property shall become merged with the common areas and facilities of every other Property within the Condominium upon recordation of the declaration submitting the additional Property to unit ownership; and the unit owners shall have an undivided interest in all of the common areas and facilities within the Condominium.

(d) Each unit owner shall be vested with an undivided interest in the common areas and facilities of the Condominium in fee determinable. Each declaration of an additional Property to the Condominium shall set forth the percentage that the value of each unit within the Condominium, including those within said additional Property, represents of the aggregate value of all units within the Condominium. Upon the filing of the declaration of the additional Property in the Registry of Wake County, the interest in the common areas and facilities of the Condominium, theretofore vested in the unit owners in the percentages set forth in the respective deeds of conveyance and appearing in the declaration or declarations of the Condominium previously recorded, shall cease and terminate, and such owners thereupon shall be vested instantaneously with a fee determinable interest in all of the common areas and facilities within the Condominium, including the newly merged common areas and facilities, in those respective percentages as shall appear in the recorded declaration of the additional Property to the Condominium. The respective interest of each owner in the common areas and facilities shall vest absolutely in fee upon submission of all of the lands described in subparagraph (a) of this Paragraph (1) to unit ownership or on July 5, 1984, whichever shall first occur.

(e) The interest and estate of any unit owner in the common areas and facilities of the Condominium may constitute a part of the security for any obligation against the unit, but the consent of trustees, mortgagees, or beneficiaries under any instrument securing such obligation shall not be required to terminate and revert in the unit owner his respective interest and state in the common areas and facilities as provided in subparagraph (d) of this Paragraph (1). The said trustees, mortgagees, or beneficiaries shall continue

to have a security interest of the same nature provided in the security instrument in such estate as the unit owner from time to time shall have in the common areas and facilities of the Condominium. Every deed of trust, mortgage, or other security instrument upon any unit or other property within the Condominium shall be subject to the provisions of this Declaration, and every trustee, mortgagee, or beneficiary, by entering into such security instrument upon any unit or units or other property within the Condominium, agrees and covenants for himself, his heirs, executors, successors and assigns, that said security instrument shall be subject to the provisions of this Declaration.

(2) POWER OF ATTORNEY.

(a) Each owner, by purchase of a unit within the Condominium and acceptance of the deed therefor, agrees and covenants for himself, his heirs, executors, and assigns, which covenant shall run with the land, that Declarant shall be and is hereby constituted the attorney-in-fact, coupled with an interest, for every owner of a condominium unit within the Condominium for the sole purpose of making and executing any conveyances and instruments, specifically including, but not limited to, appropriate amendments to this Declaration, and doing all other things necessary to convey to each unit owner the appropriate undivided and indivisible interest in the total common area and facilities within the Condominium, computed as provided in subparagraph (d) of Paragraph (1); and the said attorney-in-fact shall execute all such conveyances and instruments and shall record or cause to be recorded all such conveyances and instruments at the time of recording of the declaration submitting the additional Property to unit ownership.

(b) Each owner, by purchase of a unit within the Condominium and acceptance of the deed therefor, grants to the Board of Directors of the Association an irrevocable power of attorney, coupled with an interest, to acquire title to or to lease any unit, as provided in the bylaws attached hereto as Exhibit A, in the name of the Board of Directors, or its designee, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto

(other than for the election of the Board of Directors) or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board of Directors. Any unit purchased by the Board of Directors shall be held by the Board, or its designee, on behalf of all unit owners in proportion to their respective percentage interests in the common areas and facilities. The lease covering any unit leased by the Board of Directors, or its designee, shall be held on behalf of all unit owners, in proportion to their percentage interests in the common areas and facilities.

(3) SUBMISSION OF PROPERTY. The Declarant hereby submits a portion of the lands hereinabove described, together with the buildings, structures, and improvements located thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, hereafter collectively known as the "Property", to the provisions of North Carolina Unit Ownership Act, as set forth in Chapter 47A of the General Statutes of North Carolina, said Property being more particularly described as follows:

BEING all of the property of Western Manor Condominiums as shown on those maps by Robert W. Keefe, R.L.S., dated August 29, 1983 and recorded in Book of Maps 1984, Page 929, Wake County Registry.

(4) DEFINITIONS. As used in this Declaration and in the bylaws hereto attached, unless the context otherwise requires:

(a) "Architectural plans" means the plans of the buildings filed with this Declaration, showing thereon graphically all particulars of the buildings and the units, and entitled "Western Manor Condominiums,

Raleigh, N. C., As-Built Drawings", by Charles W. Davis, Architect.
*See Wake County Condominium Plan File Number 62.

(b) "Association of unit owners" or "Association" means all of the unit owners acting as a group in accordance with the bylaws and Declaration, and organized as a Non-Profit Corporation with the name of Western Manor Condominiums Association, Inc.

(c) "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the directors of the Association.

(d) "Buildings" means multi-unit structures constructed or erected on the Property which contain the condominium units.

(e) "Bylaws" means the bylaws of the Association as they now or hereafter exist.

(f) "Common areas and facilities" means all portions of the Property except the condominium units.

(g) "Common expenses" means and includes:

1. All sums lawfully assessed against the unit owners by the Association;

2. Expenses of administration, maintenance, repair, or replacement of the common areas and facilities;

3. Expenses agreed upon as common expenses by the Association;

4. Expenses declared to be common expenses by the provisions of the Unit Ownership Act or by the Declaration or the Bylaws;

5. Hazard, and such other, insurance premiums as the Bylaws may require the Association to purchase.

(h) "Common profits" means the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses or reserves therefor. Common profits shall not mean or include any sums lawfully assessed against the unit owners by the Association.

(i) "The Condominium" means the Property or the Properties, collectively, submitted to unit ownership pursuant to the Unit Ownership Act from the lands described in Paragraph (1) (a) of this Declaration.

(j) "Declarant" means Lee A. Debnam and wife, Rebecca A. Debnam, of Franklin County, North Carolina, and their heirs and assigns to whom their rights hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as they may impose.

(k) "Declaration" means the instrument, duly recorded, by which the Property is submitted to the provisions of the Unit Ownership Act, and as it, from time to time, may be lawfully amended.

(l) "Limited common areas and facilities" means and includes those common areas and facilities which are agreed upon by all unit owners to be reserved for the use of a certain number of units to the exclusion of the other units, such as front stoops, patios, and decks appurtenant to a specific unit, and parking areas and spaces.

(m) "Majority" or "majority of unit owners" means the owners of more than fifty percent (50%) of the aggregate interest in the common areas and facilities, as established by the Declaration, assembled at a duly called meeting of the unit owners.

(n) "Manager" means the person employed by the Board of Directors as a professional manager, pursuant to the provisions of the bylaws, to manage the affairs of the Condominium.

(o) "Person" means any individual, corporation, partnership, association, trustee, or other legal entity.

(p) "Property" means and includes the land and all buildings, structures, and improvements thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Unit Ownership Act.

(q) "Unit" or "condominium unit" means a dwelling or place of residence, including accessory spaces and areas appurtenant thereto, within a building on the Property, and specifically designated and described in this Declaration. This definition excludes Units 2319½ and 2355½.

(r) "Unit designation" means the number, letter, or combination thereof designating the unit and set forth in the Declaration.

(s) "Unit owner" or "Owner" means any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who owns a unit within a building on the Property.

(t) "Unit Ownership Act" means the provisions of Chapter 47A of the North Carolina General Statutes as the same now exists or may hereafter be amended.

(5) DESCRIPTION OF BUILDINGS. Eighteen buildings are located on the Property as shown on the map of Western Manor filed in Book of Maps 1984, Page 929, Wake County Registry, and upon the architectural plans annexed to this Declaration, and, as is shown on said map and plans, the buildings are designated Building No. A through R, inclusive.

Each building has two structural floors and an attic. Units 2319, 2321, 2323, 2325, 2355, 2357, 2359 and 2361 have full basements. The exterior construction materials of each building are primarily brick veneer with combination of horizontal hardboard siding. The interior construction materials of the floors, walls, and ceilings of each building are as follows:

(a) Floors - 2" x 10" floor joists on 16" centers, with carpet covered plywood floors on upper level with lower level being on concrete slab except for basement units which contain two wooden floors.

(b) Walls - 1/2" drywall, painted, except baths, which are partial ceramic tile.

(c) Ceilings - 1/2" drywall.

(6) DESCRIPTION OF UNITS.

The Condominium Property includes eighteen separate two-story apartment buildings. Two buildings designated as Building F-3 and B-2, are constructed with a basement and the other units are constructed without basements. Six (6) buildings contain four (4) two-bedroom units; four (4) buildings contain five (5) two-bedroom units; two (2) buildings contain six (6) two-bedroom units; one (1) building contains eight (8) two-bedroom units, and five (5) buildings contain four (4) three-bedroom units. The buildings are of wood frame construction with exterior finish of brick and wood siding. Brick and wood are the principal materials of which the buildings are constructed.

Each building has two structural floors and one is on a concrete slab and each floor is wood truss framing topped with particle board and plywood (as shown on the plans), and the walls and ceilings are sheetrock. Reference is made to the drawings for a more detailed description of the building and Units, including the location, layout, dimensions (area), of the Units and the Common Area and Facilities. The buildings are not named but are designated numerically as A-3, B-2, C-2, D-2, E-2, F-3, G-3, H-3, I-2, J-2, K-2, L-2, M-2, N-3, O-2, P-2, Q-2 and R-2. The Units in building A-3 are numbered numerically as 2311, 2313, 2315 and 2317; building B-2, 2319, 2321, 2323, 2325 and 2327; building C-2, 2329, 2331, 2333 and 2335; building D-2, 2301, 2303, 2305, 2307 and 2309; building E-2, 2345, 2347, 2349, 2351 and 2353; building F-3, 2355, 2357, 2359 and 2361; building G-3, 2337, 2339, 2341 and 2343; building H-3, 2363, 2365, 2367 and 2369; building I-2, 2371, 2373, 2375, 2377 and 2379; building J-2, 2381, 2383, 2385 and 2387; building K-2, 2364, 2366, 2368, 2370, 2372, 2374, 2376 and 2378; building L-2, 2356, 2358, 2360 and 2362; building M-2, 2344, 2346, 2348, 2350, 2352 and 2354; building N-3, 2336, 2338, 2340 and 2342; building O-2, 2324, 2326, 2328, 2330, 2332 and 2334; building P-2, 2316, 2318, 2320 and 2322; building Q-2, 2308, 2310, 2312 and 2314, and building R-2, 2300, 2302, 2304 and 2306. Thus, a specific Unit will be identified by reference to the building numerical designation and the numerical number of such Unit. For example, Unit 2300 in Building R-2 may be identified as "Unit 2300 in Building R-2" or "Building R-2, Unit 2300" or Unit R-2-2300" or "Unit 2300-R-2". Any such designation shall be sufficient as long as it contains the numerical designation of the building and the numerical designation of the Unit.

(b) The physical limits of each unit are established, vertically and horizontally, by the interior surface of the perimeter ceilings, floors, and walls of the unit, exclusive of the load bearing members to which ceilings, floors, and walls are attached. The style, construction, materials, and finishes, and other particulars of each unit are shown upon the architectural plans attached hereto as Attachment B. See Wake County Condominium Plan File Number 62. A further description of each unit is as follows:

UNIT TYPE	NUMBER OF FLOORS; HEATED FLOOR AREA IN NET SQUARE FEET; AND NUMBER AND TYPE OF ROOMS
A	All Type A units have two (2) floors; have a living room, dining room, kitchen, half (1/2) bath, hallway and foyer on the first floor; and have two (2) bedrooms and two (2) baths on the second floor.
B	All Type B units have two (2) floors; have a living room, dining room, kitchen, half (1/2) bath, hallway and foyer on the first floor; and have three (3) bedrooms and two (2) baths on the second floor.
C	All Type C units have two (2) floors; have a living room, dining room, kitchen, half (1/2) bath, hallway and foyer on the first floor; and have two (2) bedrooms and two (2) baths on the second floor.

(7) COMMON AREAS AND FACILITIES. The common areas and facilities consist of all parts of the Property, including all parts of the buildings, other than the individual units described in Paragraph (4), and other than the limited common areas and facilities described in Paragraph (8) below, including, without limitation, the following:

- (a) The land described in Paragraph (3) above and shown upon thos maps recorded in Book of Maps 1984, Page 929, Wake County Registry;
- (b) All foundations, columns, gutters, beams, supports, girders, and other structural members;
- (c) The roofs and basements of all buildings;
- (d) The exterior walls of all buildings and all interior walls except non-stress-bearing partition walls wholly within a unit;
- (e) All central and appurtenant installations serving more than one unit for such services as electricity, gas, telephone, cablevision, water, heat, air conditioning, and sewer, including all pipes, ducts, wires, cables, and conduits used in connection therewith;
- (f) All yards, gardens, recreational or community facilities and structures, and areas used in connection therewith;

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

(8) LIMITED COMMON AREAS AND FACILITIES. Certain portions of the common areas and facilities herein designated and referred to as the "limited common areas and facilities" are hereby set aside and reserved for the exclusive use of certain units and such units shall have appurtenant thereto an exclusive easement for the use of such limited common areas and facilities, except as otherwise expressly provided herein.

(a) Stoops, Decks, and Patios. The limited common areas and facilities for the units for which their use is exclusively reserved are as follows:

<u>Unit Class and Number</u>	<u>Limited Common Areas and Facilities Restricted to Use of Unit</u>
Class A and B and C	The front stoop adjacent to the front entry of each unit, and the 8-foot by 10-foot concrete patio constructed adjacent to the rear of each unit, as shown on the architectural plans attached hereto as Attachment B.

(b) Parking areas. At least two (2) parking spaces shall be specifically assigned to the use of each condominium unit by the Board of Directors in the manner provided in the Bylaws, and all parking spaces so assigned shall be limited common areas. The cost of maintaining all parking areas, whether or not assigned, shall be a common expense of the Condominium.

(9) PERCENTAGE OF INTEREST.

(a) The following is the percent of interest of each unit within Western Manor Condominiums in the common areas and facilities and limited common areas and facilities.

<u>Unit No.</u>	<u>Percentage of Interest</u>
2379	1.121
2375	1.103
2369	1.314
2301	1.120
2303	1.118

<u>Unit No.</u>	<u>Percentage of Interest</u>
2305	1.121
2307	1.118
2309	1.119
2345	1.129
2347	1.120
2366	1.131
2322	1.130
2319	1.129
2321	1.127
2323	1.126
2329	1.121
2335	1.128
2325	1.130
2331	1.124
2333	1.128
2311	1.315
2313	1.319
2315	1.323
2317	1.316
2337	1.310
2339	1.325
2341	1.312
2353	1.126
2351	1.126
2349	1.125
2343	1.323
2355	1.330
2359	1.320
2357	1.310
2361	1.311
2363	1.324
2365	1.318
2367	1.320
2327	1.136
2371	1.139
2373	1.118
2377	1.132
2381	1.123
2383	1.131
2385	1.126
2387	1.129
2378	1.127
2376	1.123
2374	1.136
2372	1.138
2370	1.117
2300	1.126
2302	1.131
2304	1.127
2306	1.130
2308	1.127
2310	1.131
2312	1.127
2314	1.131
2316	1.129
2318	1.131
2320	1.128
2324	1.122
2326	1.123
2328	1.125
2332	1.134
2334	1.133

<u>Unit No.</u>	<u>Percentage of Interest</u>
2355½	.885
2344	1.129
2336	1.314
2338	1.323
2340	1.327
2342	1.323
2356	1.121
2358	1.122
2360	1.108
2362	1.130
2364	1.127
2368	1.126
2346	1.126
2348	1.129
2350	1.142
2352	1.138
2354	1.128
2330	.632
2319½	

(b) Except as provided in Paragraph (1) and Paragraph (2) of this Declaration, the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the Condominium shall not be changed except in conformity with applicable law and unless all holders of first mortgage liens on individual units have given their prior written approval.

(10) ENCROACHMENTS. If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, as a result of the construction of any building; or if any such encroachment shall occur after recordation of this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same.

(11) EASEMENTS.

(a) Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common areas and facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility

lines, and other common areas and facilities serving such other units and located in such unit. The Board of Directors shall have a right of access to each unit from time to time during reasonable hours as may be necessary to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the common areas and facilities contained therein or accessible therefrom, and to make emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units. Each unit owner specifically shall have an easement to maintain all components of a heating and air conditioning system serving his unit in their present location and as shown upon the architectural plans attached hereto as Attachment B.

(b) The Board of Directors may hereafter grant easements for utility purposes for the benefit of the Property, including the right to construct, install, lay, maintain, repair, and replace water lines, pipes, sewer lines, telephone wires and equipment, cablevision wires and equipment, and electrical conduits, wires, and equipment in, over, under, upon and along any portion of the common areas and facilities, including limited common areas, and the Declarant hereby grants to the Board of Directors an irrevocable power of attorney to execute, acknowledge, and record for and in the name of each unit owner such instruments as may be necessary to effectuate the foregoing.

(c) Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other units and for the common areas and facilities.

except Buildings P-2, Q-2, R-2, D-2, A-3, F-3 and B-2, and
 (12) USES AND RESTRICTIONS. Each building, the units therein, and the common areas and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the bylaws:

(a) All buildings and the common areas and facilities shall be used for residential and related common purposes. Each unit shall be used as a residence for a single family and for no other purpose. Units 2355½ and 2319½ are excluded from this provision.

(b) Nothing shall be kept and no activity shall be carried on in any building or unit or on the common areas and facilities which will increase the rate of insurance, applicable to residential use, for the Property or the contents thereof without the prior written consent of the Board of Directors. No owner shall do or keep anything, nor cause or allow anything to be done or kept, in his unit or on the common area and facilities which will result in the cancellation of insurance on the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the common areas and facilities.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in or to any unit or in, to, or upon any of the common areas and facilities which will impair the structural integrity of any building or portion of the common areas and facilities or which would impair or alter any building or any portion thereof, except in the manner provided in the bylaws or in this Declaration.

(e) No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, education, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except that the Declarant or its agents may use any unsold unit or units for sales or display purposes.

(f) No owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any unit, building, or any portion of the common

areas and facilities except as may be allowed by the Association pursuant to its bylaws; provided, however, that the Declarant and any mortgagee who may become the owner of any unit, or their respective agents, may place "For Sale" or "For Rent" signs on any unsold or unoccupied units or at suitable places on the common areas and facilities.

(g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the common areas and facilities (including buildings) except at the direction or with the express written consent of the Association.

(h) The common areas and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the units, subject to any rules or regulations that may be adopted by the Association pursuant to its bylaws.

(i) No portion of the unit (other than the entire unit) may be let, sublet, or rented, and no transient tenants may be accommodated in any unit.

(13) ALTERATION OR DECORATION OF UNITS. Each unit owner shall have the right, at any time and from time to time, to alter, redecorate, or repair the interior of his unit and the furnishings and fixtures therein, provided that such alteration, redecoration, or repair does not affect the external appearance or the structural integrity of the building wherein the unit lies or any other portion of the common areas and facilities; provided, further, such alteration, redecoration, and repair shall be undertaken at such reasonable hours and times as not to cause unnecessary annoyance to other owners and residents within the Condominium.

(14) PERSON TO RECEIVE SERVICE OF PROCESS. The name and address of the person to receive service of process in any action set forth in and permitted or required by Chapter 47A of the General Statutes of North Carolina is:

James L. Seay
3620 Six Forks Road
Post Office Box 18807
Raleigh, North Carolina 27619

(15) FORM OF ADMINISTRATION. The common areas and facilities, including the limited common areas and facilities, shall be managed, controlled, directed, and administered by an association of unit owners of Western Manor Condominiums known as the Western Manor Condominiums Owners Association (herein referred to as the "Association"), as provided in the bylaws of the Association, which are attached hereto and made a part hereof. The governing body of the Association shall be its Board of Directors. The Board is authorized, in its discretion, to employ a manager for the Condominium, and to vest in him those powers and duties set forth in the bylaws.

(16) RECREATIONAL FACILITIES. The recreational facilities created or constructed upon Western Manor Condominiums, which lands are described in Paragraph (3) of this Declaration, were designed and intended to accommodate the occupants of 84 dwelling units constructed and now existing upon the lands described in Paragraph (1) of this Declaration. plus one office and one storage unit, The Association shall operate and maintain said recreational facilities, and any others hereafter erected or constructed within the Condominium, for the use and benefit of the owners of said dwelling units or their tenants, whether or not the dwelling units have been submitted to unit ownership, upon payment to the Association by the owners or tenants of their respective proportionate shares of the costs and expenses of operating and maintaining the recreational facilities. The costs and expenses of operation and maintenance may include, without limitation: salaries; management costs; costs of upkeep, repair, and replacement or reconstruction; and taxes. The Association shall determine annually the costs and expenses of operating and maintaining the recreational facilities and shall determine the proportionate share to be paid by each dwelling unit. The proportionate shares of the owners of units within the Condominium shall be a part of the common expenses of the Condominium, and shall be computed and collected as provided in this Declaration and in the bylaws of the Association.

(17) PARTITIONING. The common areas and facilities shall not be divided nor shall any right to partition any thereof exist. Nothing

herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entireties, jointly, or in common, or in any other form by law permitted.

(18) NATURE OF INTEREST IN UNIT. Every unit, together with its undivided common interest in the common areas and facilities, shall for all purposes be, and it is hereby declared to be and to constitute, a separate parcel of real property, and the unit owner thereof shall be entitled to the exclusive ownership and possession of his unit subject only to the covenants, restrictions, and easements contained herein and to the bylaws of the Association and the rules, regulations, and decisions adopted pursuant thereto.

(19) UNITS SUBJECT TO DECLARATION, BYLAWS, RULES, AND REGULATIONS. All present and future owners, tenants, and occupants of units shall be subject to, and shall comply with, the provisions of this Declaration, the bylaws, and any rules and regulations adopted in accordance with the bylaws and this Declaration, as said Declaration, bylaws, rules, and regulations may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into of occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the bylaws, and any rules and regulations which may be adopted are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were made a part of each and every deed or conveyance or lease thereof.

(20) EXPENSES AND PROFITS. The monthly assessments and expenses incurred by the Association on behalf of the Condominium shall be borne by the Unit owners of the various units as follows:

- (1) Each two bedroom unit (64) shall be responsible for 1.131% of the total expense incurred by the Association.
- (2) Each three bedroom unit (20) shall be responsible for 1.304% of the total expense incurred by the Association.
- (3) The office condominium unit (No. 2355½) (1) shall be responsible for 0.857% of the total expense incurred by the Association.

(4) The storage condominium unit (No. 23194) (1) shall be responsible for 0.680% of the total expense incurred by the Association.

Common profits of the Condominium shall be distributed among the unit owners using the same percentage figures.

(21) LIENS: UNPAID COMMON EXPENSES: RECORDATION: PRIORTIES: FORECLOSURE.

(a) While the Property remains subject to this Declaration and the provisions of the Unit Ownership Act, no liens of any nature shall arise or be created against the common areas and facilities except with the unanimous consent in writing of all condominium unit owners and the holders of first liens thereon, except such liens as may arise or be created against the several units and their respective common interests pursuant to the provisions of the Unit Ownership Act.

(b) Any sum assessed by the Association for the share of the common expenses chargeable to any unit, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien on such unit when filed of record in the office of the Clerk of Superior Court of Wake County in the manner provided by Article 8 of Chapter 44 of the General Statutes of North Carolina as now written or hereafter amended. Upon the same being duly filed, such lien shall be prior to all liens except the following:

1. Assessments, liens, and charges for real estate taxes due and unpaid on the unit.
2. Any sums unpaid on deeds of trust, mortgages, and other encumbrances duly recorded against the unit prior to the docketing of the aforesaid lien.
3. Materialmen's and mechanics' liens.

(c) Provided that it is duly filed in accordance with the provisions contained in subparagraph (b) above, a lien created by nonpayment of a unit owner's pro rata share of the common expenses may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the unit owners, in like manner as a deed of trust or mortgage of real property. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, if so pro-

vided in the bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the unit owners, shall have power, unless prohibited by the Declaration, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(d) When 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 purchaser, its successors and assigns, shall not be liable for any portion of the common expenses assessed by the Association against such unit which became due prior to the acquisition of title to the unit by such purchaser. Such unpaid share of common expenses shall be deemed to be common expenses collectible from all of the unit owners, including such purchaser, his successors and assigns.

(22) LIABILITY OF GRANTOR AND GRANTEE OF UNIT FOR UNPAID COMMON EXPENSES. The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid common expenses assessed against the unit 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. Any such grantee, however, shall be entitled to a statement from the manager or the Board of Directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth.

(23) INSURANCE. Insurance coverage on the Property shall be governed by the following provisions and those set forth in the bylaws:

(a) Ownership of Policies. All insurance policies upon the Condominium property shall be purchased by the Board of Directors for the benefit of the Board and the unit owners and their mortgagees as their interests may appear, and provision shall be made for the

issuance of certificates of mortgage endorsement to the mortgagees of unit owners. Unit owners, at their option, may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses and such other coverage as they may desire, provided that no insurance so obtained by an owner shall cause the insurance coverage maintained by the Board of Directors pursuant to this paragraph to be brought into contribution with such owner's insurance.

(b) Coverage. The Board of Directors shall obtain and maintain the following insurance:

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

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings in the Condominium.

2. Workmen's compensation insurance, if and to the extent necessary to meet the requirements of law.

3. To the extent obtainable, public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring: Each member of the Board of Directors; the manager, if any; and each owner against any liability to the public or to the owners (and their invitees, agents, and employees) arising out of or incident to the ownership

and/or use of the common areas facilities. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured. It shall be the responsibility of each owner to obtain, at his own expense, liability insurance with respect to his ownership and/or use of his unit, and the Board of Directors shall not be responsible for obtaining such insurance.

4. Such other insurance coverage as the Board of Directors, in its discretion, may deem desirable, from time to time, and such insurance coverage as a majority of the owners may require.

(c) Premiums. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors, and such premiums shall be a part of the common expenses of the Condominium.

(d) Proceeds. All insurance policies purchased by the Board of Directors shall be for the benefit of the Board of Directors and the unit owners and their mortgagees as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board as insurance trustee under this Declaration. The sole duty of the Board of Directors as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated or stated in the bylaws and for the benefit of the unit owners and their mortgagees in the following shares:

1. Proceeds on Account of Damage to Common Areas and Facilities: An undivided share for each unit owner, such share being the same as each unit owner's undivided interest in the common areas and facilities.

2. Proceeds on Account of Damage to Units:

a. When the building is to be restored. An undivided interest for each owner of damaged units

in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Directors.

b. When the building is not to be restored.
An undivided share for each unit owner, such share being the same as each unit owner's undivided interest in the common areas and facilities.

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

(24) DISTRIBUTION OF INSURANCE PROCEEDS. Proceeds of insurance policies received by the Board of Directors as insurance trustee shall be distributed to or for the benefit of beneficial owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided in Paragraph (23) hereof. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners.

(b) Failure to Reconstruct or Repair. If it is determined, as provided in Paragraph (25) hereof, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners thereof, with the respective mortgagees having a prior claim to such proceeds.

(25) DAMAGE AND DESTRUCTION. Damage to or destruction of common areas and facilities or buildings shall be promptly repaired and restored, except as hereinafter provided, by the Board of Directors, using the proceeds of insurance for that purpose. If the insurance proceeds are not adequate to defray the cost of such repair and restoration, the unit owners within the Condominium shall be liable for assessment for the deficiency. The reconstructed or restored improvements shall

be substantially identical to those damaged or destroyed, whenever possible, unless a majority of the unit owners, at a meeting called for such purpose, shall approve plans and specifications for the reconstruction or restoration which differ from those of the original improvements; provided, however, that any restored or repaired unit shall have the same value and essentially the same size as the destroyed or damaged unit unless the owner and mortgagee, if any, thereof shall specifically agree in writing to the contrary.

If the buildings within the Condominium shall be more than two-thirds (2/3) destroyed by fire or other casualty, and the owners of three-fourths (3/4) of the buildings duly resolve not to proceed with reconstruction or restoration, then the Condominium property shall be deemed to be owned by the unit owners as tenants in common and shall be subject to the provisions of North Carolina General Statutes 47A-25, as the same now exists or is amended hereafter. For the purpose of determining the extent of destruction of buildings and the portion of the owners voting with regard to the question of whether to restore or reconstruct:

(a) Two-thirds (2/3) of the buildings shall mean two-thirds (2/3) of the aggregate total heated floor space in all buildings within the Condominium.

(b) Three-fourths (3/4) of the owners shall mean the owners of three-fourths (3/4) of the aggregate total heated floor space in all buildings within the Condominium.

(26) CONSTRUCTION OF DECLARATION. In interpreting any and all provisions of this instrument, the exhibit attached hereto and subsequent deeds and deeds of trust covering individual units, the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the locations indicated on Exhibit B attached hereto, or in minor variations in the description of the unit contained herein. To the extent that such minor deviations in location do or shall exist, a valid easement therefor and for the maintenance thereof does and shall exist.

(27) AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by the vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in common interest of all voting members (as defined in the attached bylaws) within the Condominium, cast in person or by proxy at a meeting duly held in accordance with the provisions of the bylaws. Amendment of this Declaration shall also require the written assent of the Declarant so long as the Declarant is the owner of at least ten percent (10%) of the aggregate interest in the common areas and facilities. Such amendment shall be executed in the name of the Association named in the bylaws attached hereto and recorded in the office of the Register of Deeds of Wake County. No such amendment shall be effective until recorded as aforesaid.

(b) The Declarant, for so long as it controls the Board, and thereafter, the Board of Directors, may amend this Declaration without the consent of the owners:

1. To correct any obvious error or inconsistency in drafting, typing, or reproduction; and
2. To conform to the requirements of any law or governmental agency having legal jurisdiction over the Condominium or to qualify the Condominium or any units therein for mortgage or improvement loans made or insured by a governmental agency or to comply with the requirements of law or regulations of any governmental corporation or agency regarding purchase of mortgage interests in units by such agency.
3. To change the person designated to receive service of process and the address set forth in Paragraph (14) hereof.

No amendments made pursuant to this Section 27 shall be effective until duly recorded in the Office of the Register of Deeds of Wake County.

(c) Upon the declaration of an additional Property to the Condominium as provided in Paragraph (1), Declarant, as attorney-

in-fact for every owner of a condominium unit within the Condominium, may make and execute any appropriate amendments to the Declaration necessary to set forth and convey to such unit owners the appropriate undivided and indivisible interest in the total common areas and facilities within the Condominium, all as provided in Paragraph (2) of this Declaration.

(28) INVALIDITY. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(29) WAIVER. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(30) CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

(31) LAW CONTROLLING. This Declaration and the bylaws attached hereto shall be construed and controlled by and under the laws of the State of North Carolina.

(32) DEFINITION OF TERMS. Any terms used herein which are defined in the North Carolina Unit Ownership Act shall have the meaning specified in said Act unless modified by the definitions herein contained or unless a contrary intent clearly appears.

(33) CONFLICTS. If any provision or provisions of this Declaration or amendments thereto shall conflict with any provision or provisions of the bylaws attached hereto as Exhibit A, as the same now is or may hereafter be amended, the provisions of the Declaration shall control.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant, Lee A. Debnam and wife, Rebecca A. Debnam, this the day and year first above written.

Lee A. Debnam (SEAL)
Lee A. Debnam

Rebecca A. Debnam (SEAL)
Rebecca A. Debnam

NORTH CAROLINA,
WAKE COUNTY.

I, the undersigned Notary Public, do hereby certify that Lee A. Debnam and wife, Rebecca A. Debnam, each personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 6th day of July, 1984.



James L. Seay
Notary Public

My commission expires: 8-1-85

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of James R. Seay

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.

KENNETH C. WILKINS, Register of Deeds

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

WAKE COUNTY, NC 403
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/11/2004 AT 14:29:54

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

BOOK:010966 PAGE:00673 - 00675

Return:

Hatch, Little & Bunn

— Box #80

NORTH CAROLINA

SECOND AMENDMENT TO BYLAWS OF
CHAMPION COURT CONDOMINIUM
UNDER N.C.G.S. CHAPTER 47A

WAKE COUNTY

THIS SECOND AMENDMENT TO THE BYLAWS OF CHAMPION COURT
CONDOMINIUM ASSOCIATION made this the 3rd day of August, 2004.

WITNESSETH:

WHEREAS the Declaration of Western Manor Condominiums, a Declaration of Intent to Submit Property to the Provisions of the North Carolina Unit Ownership Act, was recorded in Book 3315, Page 667 of the Wake County Registry (hereinafter "Declaration"); and

WHEREAS, the Bylaws of Western Manor Condominiums, as Exhibit "A" to the Declaration of Western Manor Condominiums, was recorded in Book 3315, Page 693 of the Wake County Registry (hereinafter "Bylaws"); and

WHEREAS, the name of the Condominiums was changed to Champion Court Condominiums by the amendment to the Declaration of Western Manor Condominium, which amendment was recorded in Book ~~610966~~ Page ~~00001~~, Wake County Registry, and by the amendment to the Bylaws of Western Manor Condominium Association, which amendment was recorded in Book ~~610966~~ Page ~~00013~~ Wake County Registry.

WHEREAS, Article VI, Section 2 of the Bylaws provides that the Bylaws may be amended by the vote of the members holding at least sixty-six and two-thirds percent (66 2/3%) of the aggregate interest in the common areas and facilities, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association; and

WHEREAS, the Declaration and the Bylaws provides that an Amendment of the Declaration and the Bylaws can only be effective when said Amendment is executed in the name of the Association and recorded in the Office of the Register of Deeds; and

WHEREAS, N.C.G.S. §47A-18 requires any amendment to the Bylaws to be accompanied by and set forth in an amended Declaration;

WHEREAS, on January 22, 2004, at a duly-called annual meeting, which meeting was adjourned and a time and place announced for a continuation of said annual meeting, more than sixty-six and two-thirds percent (66 2/3%) of the membership, both in number and in common interest, voted to amend the Declaration and the Bylaws as follows:

1) That Section 5(A) is hereby deleted and the following paragraph is substituted therefore:

BK010966PG00674

A. Annual Meeting. An annual meeting of the Association shall be held for the purpose of electing members of the Board of Directors, and for the transaction of such other business as may be properly brought before the meeting. The annual meeting shall be held at a time to be announced in the Notice to members of the Annual Meeting, sent in accordance with paragraph C below, on the fourth Thursday of January of each year unless such day shall be a legal holiday, in which event the meeting shall be held at the same time on the day next following which is not a legal holiday, and the first annual meeting shall be held on the fourth Thursday of January in 1985.

2) That this Amendment has been approved by an affirmative vote of the membership of the Association holding more than sixty-six and two-thirds percent (66 2/3%) of the common interest as provided in Section 27(a) of the Bylaws; and shall be set forth in an Amendment to the Declaration, duly recorded, as required under N.C.G.S. Chapter 47A;

3) Except as specifically amended herein, the remaining provisions of the Declaration, as amended, are hereby ratified and confirmed in every respect.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed and executed.

**CHAMPION COURT CONDOMINIUM
ASSOCIATION, INC.**

By: J. Griffin Worthington
President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that J. Griffin Worthington personally came before me today and acknowledged that he is the President of Champion Court Condominium Association, Inc. and that by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal, this the 3rd day of August, 2004.



Heather Hughes
Notary Public

My Commission Expires 4-20-2009



BOOK:010966 PAGE:00673 - 00675

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of Heather A. Hughes

Notary(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.

Laura M. Riddick, Register of Deeds
By: Vernice S. Spaw
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
of Time Stamps Needed

This Document
New Time Stamp
3 # of Pages

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

WAKE COUNTY, NC 402
LAURA H RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/11/2004 AT 14:29:54

BOOK:010966 PAGE:00667 - 00672

Return:
Hatch, Little & Bunn
Box #80

NORTH CAROLINA
WAKE COUNTY

THIRD AMENDMENT TO DECLARATION
OF CHAMPION COURT CONDOMINIUMS
UNDER N.C.G.S. CHAPTER 47A

THIS THIRD AMENDMENT TO THE DECLARATION OF CHAMPION COURT
CONDOMINIUMS made this the 3rd day of August, 2004.

WITNESSETH:

WHEREAS the Declaration of Western Manor Condominiums, a Declaration of
Intent to Submit Property to the Provisions of the North Carolina Unit Ownership Act,
was recorded in Book 3315, Page 667 of the Wake County Registry (hereinafter
"Declaration"); and

WHEREAS, the name of the Condominiums was changed to Champion Court
Condominiums by the amendment to the Declaration of Western Manor Condominium,
which amendment was recorded in Book 1194 Page 0467, Wake County Registry,
and by the amendment to the Bylaws of Western Manor Condominium Association,
which amendment was recorded in Book 6109 Page 01173 Wake County Registry.

WHEREAS, Section 27(a) of the Declaration provides that the Declaration may
be amended by the vote of at least sixty-six and two-thirds percent (66 2/3%) in number
and in common interest of all voting members within the Condominium, cast in person or
by proxy at a meeting duly held in accordance with the bylaws of the Association; and

WHEREAS, on January 22, 2004, at a duly-called annual meeting, which meeting
was adjourned and a time and place announced for a continuation of said annual meeting,
more than sixty-six and two-thirds percent (66 2/3%) of the membership, both in number
and in common interest, voted to amend the Declaration as follows:

1) Paragraph 7(e) is hereby deleted and the following paragraph is substituted
therefore:

(e) All central and appurtenant installations serving more than one unit for such
services as electricity, gas, telephone, cablevision, water, heat, air conditioning, and
sewer, including all pipes, ducts, wires, cables, and conduits used in connection
therewith; except that the maintenance and repair of all such pipes, ducts, wires, cables,
and conduits shall be the responsibility of the unit owner at the point that such pipes,
ducts, wires, cables and conduits enter the interior surface of the perimeter ceilings,
floors, and walls of the unit, as set out in Paragraph 6(b). This includes, but is not limited
to all pipes, ducts, wires, cables, and conduits which serve and are attached to the shower
stalls and fixtures, tubs, toilets, sinks, water heaters, disposals, dishwashers, washers and
dryers, etc. Moreover, any damage to the common areas and facilities, and/or any other
Unit, caused by a unit owner's failure to perform such maintenance and repair in a timely
manner shall be assessed against such unit owner and shall constitute a lien upon such

BK010966PG00668

unit and may be collected in the nature of an unpaid assessment as provided for in Paragraph (21).

2) Paragraph 8 is hereby deleted and the following paragraph is substituted therefore:

(8) Limited Common Areas and Facilities. Certain portions of the common areas and facilities herein designated and referred to as the "limited common areas and facilities" are hereby set aside and reserved for the exclusive use of certain units and such units shall have appurtenant thereto an exclusive easement for the use of such limited common areas and facilities, except as otherwise expressly provided herein. The maintenance and repair of all appliances and fixtures, including, but not limited to water heaters and/or all heating and cooling equipment which serves an individual Unit, which are contained within such a limited common area or facility, shall be the responsibility of the unit owner to which such exclusive easement inures. Moreover, the maintenance and repair of all pipes, ducts, wires, cables, and conduits which enter the interior surface of the perimeter ceilings, floors, and walls, or interior fencing of the limited common area or facility, shall be the responsibility of the unit owner. Any damage to the common areas and facilities, and/or any other Unit, caused by a unit owner's failure to perform such maintenance and repair in a timely manner shall be assessed against such unit owner and shall constitute a lien upon such unit and may be collected in the nature of an unpaid assessment as provided for in Paragraph (21).

3) That the Declaration is further amended to include the attached Amendment to the Bylaws of Champion Court Condominium Association, which is attached hereto as Exhibit "A";

4) That this Amendment shall be effective upon the recordation in the Office of the Register of Deeds of Wake County;

5) That this Amendment has been approved by more than sixty-six and two-thirds percent (66 2/3%) of the membership, both in number and in common interest, as provided in the Unit Ownership Act and in Section 27(a) of the Declaration;

6) That, except as herein provided, the remaining provisions of the Declaration, as amended, are hereby ratified and confirmed in every respect.

BK010966PG00669

IN WITNESS WHEREOF, the Association has caused this instrument to be signed and executed.

**CHAMPION COURT CONDOMINIUM
ASSOCIATION, INC.**

By: L. Ruffin Worthington
President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that L. Ruffin Worthington, personally came before me today and acknowledged that he is the President of Champion Court Condominium Association, Inc. and that by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal, this the 30th day of August, 2004.

Heather A. Hughes
Notary Public

My Commission Expires: 4-20-2009

