

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF WENDY RIDGE CONDOMINIUM,
PHASE ONE - A DECLARATION OF INTENT TO
SUBMIT PROPERTY TO THE PROVISIONS OF
THE NORTH CAROLINA UNIT OWNERSHIP ACT

THIS DECLARATION, made on this the 19th day of February, 1974, by JAMES W. REEVES and wife, SARAH B. REEVES, of Wake County, North Carolina, hereinafter known as the "Declarants", who do hereby declare:

(1) LANDS INVOLVED; SECURITY INTERESTS.

(a) James W. Reeves and wife, Sarah B. Reeves, of Wake County, North Carolina, hereinafter known as the "Declarants", are the owners in fee simple of certain lands in the City of Raleigh, Wake County, North Carolina, more particularly described as follows:

BEING all of the Property of James W. Reeves and wife, Sarah B. Reeves, as shown upon that map by Sam Powell, R.L.S., dated January 10, 1974, and recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry.

(b) It is the intent of the Declarants to submit some or all of said lands, including the buildings, structures, and improvements (which now consist, principally, of 54 dwelling units, appurtenances thereto, and certain recreational facilities) located or to be located thereon, to unit ownership through the recoration 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 Wendy Ridge Condominium shall be accomplished on or before December 31, 1980.

(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 simple 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 simple 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 interests of all owners in the common areas and facilities shall become vested in fee simple absolute upon submission of all of the lands described in subparagraph (a) of this Paragraph (1) to unit ownership or on December 31, 1980, 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 estate 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 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 James W. Reeves 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 recordation 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 percentage to their percentage interests in the common areas and facilities.

(3) SUBMISSION OF PROPERTY. The Declarants hereby submit 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 the 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 Wendy Ridge Condominium, Phase One, as shown upon that map by Sam Powell, R.L.S., dated January 10, 1974, and recorded in Book of Maps 1974, Volume 1, Page 86, 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.

(b) "Association of Unit Owners" or "Association" means all of the unit owners acting as a group in accordance with the Bylaws and Declaration.

(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) "Declarants" mean James W. Reeves and wife, Sarah B. Reeves, and their successors 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 special corridors, stairways, and elevators, sanitary services common to the units of a particular building, and the like.

(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.

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

(s) "Unit 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. Four buildings are located on the Property as shown upon the architectural plans attached to this Declaration, and, as is shown on said plans, the buildings are designated Building No. 1, Building No. 2, Building No. 3, and Building No. 4.

Each building has two structural floors and an attic, but does not have a basement. The exterior construction of each building is primarily wood frame. The exterior walls are wood studs with 5/8" reverse board and batten southern yellow pine plywood siding. All exterior walls are insulated. The buildings have concrete footings with masonry foundation walls. The roofs are wood trussed rafters with plywood sheathing and asphalt shingle roofing, exterior doors are finished wood and windows are aluminum frames with acrylic finish, carports are constructed of the same material as the main buildings.

The interior construction of each building is as follows:

(a) Floors - The first floor consists of wood floor joists over crawl space in Buildings No. 1, 2, and 3, and concrete slab on grade in Building No. 4. The second floor in all buildings consists of wood joist. The floor finish is ceramic tile in the baths, vinyl in the kitchen and pantry and carpet in all other spaces.

(b) Walls - All walls are finished sheetrock, except portions of the powder rooms, baths, dining rooms, kitchens and family rooms which are vinyl wall covering over sheetrock.

(c) Ceilings - All ceilings are finished sheetrock.

(6) DESCRIPTION OF UNITS. (a) There are 18 condominium units located on the Property as shown upon that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry, copy of which is contained within the architectural plans attached hereto as Exhibit A. Certain of the units, herein designated "Type 2", contain 1224 square feet of heated floor space, while others, herein designated "Type 3" contain 1537 square feet of heated floor space. Each unit occupies a portion of two floors of a building. The units are designated as follows:

1. Building No. 1 contains four (4) units, designated as Units 1A3, 1B2, 1C2, and 1D3.

2. Building No. 2 contains four (4) units, designated as Units 2A3, 2B2, 2C2, and 2D3.

3. Building No. 3 contains four (4) units, designated as Units 3A2, 3B2, 3C2, and 3D2.

4. Building No. 4 contains six (6) units, designated as Units 4A3, 4B2, 4C2, 4D2, 4E2, and 4F3.

(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 Exhibit A. A further description of each unit is as follows:

UNIT TYPE	UNIT NOS.	NUMBER OF FLOORS; HEATED FLOOR AREA IN NET SQUARE FEET; AND NUMBER AND TYPE OF ROOMS
2	1B2, 1C2, 2B2, 2C2, 3A2, 3B2, 3C2, 3D2, 4B2, 4C2, 4D2, 4E2	All Type 2 units have two (2) floors; contain 1224 net square feet of heated floor area; have an entry, powder room, stair, coat closet, mechanical room, pantry, kitchen, dining room and living room on the first floor; and have two (2) bedrooms and two (2) baths on the second floor.
3	1A3, 1D3, 2A3, 2D3, 4A3, 4F3	All Type 3 units have two (2) floors; contain 1537 net square feet of heated floor area; have an entry, powder room, stair, coat closet, family room, hall, mechanical room, kitchen, dining room and living room on the first floor; and have three (3) 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 (h) below, including, without limitation, the following:

- (a) The land described in Paragraph (3) above and shown upon that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry;
- (b) All foundations, columns, gutters, beams, supports, girders, and other structural members;
- (c) The roofs 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 parking and driveway areas, other than parking and driveway areas declared to be limited common areas or facilities in Paragraph (8).

(h) All other parts of the Property and all apparatus 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.

UNIT NUMBER

LIMITED COMMON AREAS AND FACILITIES
RESTRICTED TO USE OF UNIT

1A3, 1D3, 2A3, 2D3,
4A3, 4F3

The front stoop (covered) adjacent to the front entry of each unit, as shown on the architectural plans attached hereto as Exhibit B.

All units

The carport, storage and trash receptacle building located in front of each unit and not attached to said unit; the concrete drive and parking area between the carport building and the right-of-way of the private street used as a means of ingress and egress to the carport building; the three-foot concrete walk leading from the carport building to the entry of the respective unit; and the front yard area bounded by the respective unit, the carport building and on two sides by a privacy wall (except for end units which are bounded on one side by an extension of the exterior wall unit line between the unit and the carport building), as shown on the architectural plans attached hereto as Exhibit B.

4B2, 4C2, 4D2, 4E2, 4F3

The eight-foot by twelve-foot concrete patio attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B.

1A3, 1B2, 1C2, 1D3, 2A3, 2B2,
2C2, 2D3, 3A2, 3B2, 3C2, 3D2,
4A3

The eight-foot by twelve-foot sundeck attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B.

(9) PERCENTAGE OF INTEREST. (a) The following is the percent of interest of each unit within Phase One of Wendy Ridge Condominium in the common areas and facilities and limited common areas and facilities, subject to change as provided in Paragraph (2) (a):

<u>Unit No.</u>	<u>Percentage of Interest</u>
1A3	6.4283
1B2	5.1192
1C2	5.1192
1D3	6.4283
2A3	6.4283
2B2	5.1192
2C2	5.1192
2D3	6.4283
3A2	5.1192
3B2	5.1192
3C2	5.1192

<u>Unit No.</u>	<u>Percentage of Interest</u>
3D2	5.1192
4A3	6.4283
4B2	5.1192
4C2	5.1192
4D2	5.1192
4E2	5.1192
4F3	6.4283

(b) The maximum percentage of undivided interest that unit owners can have in the common areas and facilities is as follows: Type 2 units - 5.1192 percent and Type 3 units - 6.4283 percent. Such maximum percentage of interest is subject to diminution upon the addition of other Properties to the Condominium pursuant to the provisions of Paragraph (1) of this Declaration. The total number of units that may be included within the Condominium shall be 36 Type 2 units and 18 Type 3 units. The minimum percentage of undivided interest that unit owners may have in the common areas and facilities as a result of inclusion of additional Properties shall be 1.7064 percent for owners of Type 2 and 2.1428 percent for owners of Type 3 units.

(c) Except as provided in Paragraph (1) (d) 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 the heating and air conditioning system serving his unit in their present location and as shown upon the architectural plans attached hereto as Exhibit A.

(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 electricity conduits, wires, and equipment in, over, under, upon and along any portion of the common areas and facilities, including limited common areas; and the Declarants hereby grant 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.

(d) Inasmuch as certain portions of the lands described in Paragraph (1) (a) of this Declaration, now or hereafter subject to unit ownership, do not abut upon or have public access to the recreational area of the Condominium shown upon the map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry, the Declarants, as sole owners in fee of all of said lands described in Paragraph (1) (a) and the improvements located thereon, give, grant, declare, and convey to each owner, lessee, and occupant of a unit within the Condominium a permanent and irrevocable right and easement of pedestrian ingress, egress, and access to the said recreational area of the Condominium over and upon the open areas and walks of any intervening portions of said lands described in Paragraph (1) (a) that are not subject to unit ownership; and give, grant, declare, and convey to the Association such irrevocable easements of ingress,

egress, and access to said recreational area over and upon its said lands not subject to unit ownership as are necessary for the proper administration, operation, maintenance, repair, and replacement of the recreational facilities.

(e) Inasmuch as the only means of ingress, egress, and access to and from the lands described in Paragraph (1) (a) and the improvements thereon are the private streets constructed on said lands (of which the Declarants are the sole owners) the Declarants give, grant, declare, and convey to the owners of dwelling units located on said lands, whether or not said dwelling units are subject to unit ownership, an irrevocable right and easement of ingress, egress, and access in, to, over, and upon said private streets for the use and benefit of said owners and for the use and benefit of all tenants and occupants of said units, which easement is a tenement and hereditament appertaining to ownership of each said unit.

(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.

(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, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except that the Declarants or their 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 Declarants 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 (including the erection of any antenna or clothesline) 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 these 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.

(j) Only those owners who are unit occupants shall have the right to use the common areas and facilities. Any owner, however, may assign his rights of use to members of his family, to tenants, or to contract purchasers if such persons are occupying a unit. No guests of owners may use the common areas and facilities except in conformity with the rules and regulations of the association of unit owners.

(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 apartment 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 W. Reeves, P.O. Box 18812, Raleigh, North Carolina 27609.

(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 Wendy Ridge Condominium known as the Wendy Ridge Homeowners 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 Phase One of Wendy Ridge, which lands are described in Paragraph (3) of this Declaration, were designed and intended to accommodate the occupants of the 54 dwelling units constructed and now existing upon the lands described in Paragraph (1) of this Declaration. The Association shall operate and maintain said recreational facilities, and any others hereafter erected or constructed on Phase One, 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 operating 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. Expenses incurred by the Association on behalf of the Condominium shall be borne by the unit owners of the various units in ratio to their percentage of interest in the common areas and facilities. Common profits of the Condominium, if any, shall be distributed among the unit owners according to their percentage of respective interests in the common areas and facilities of the Condominium.

(21) LIENS; UNPAID COMMON EXPENSES; RECORDATION; PRIORITIES; 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 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 afore-said 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 provided 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 and 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 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 A 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 Declarants so long as the Declarants are the owners 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 Declarants, for so long as they control 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.

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.

(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, the Declarants have executed this Declaration and attached their seals hereto all on the day and year first hereinabove written.

[Signature] (SEAL)
James W. Reeves

[Signature] (SEAL)
Sarah B. Reeves

WITNESSES:

[Signature]
[Signature]

NORTH CAROLINA

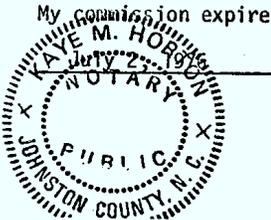
WAKE COUNTY

I, Kaye M. Horton, a Notary Public, do hereby certify that James W. Reeves and his wife, Sarah B. Reeves, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 19th day of February, 19 74.

[Signature]
Notary Public

My commission expires: 7-2-76



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Kaye M. Horton

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2225, Page 245, 1974, at 2:20 o'clock P M.

This 20 day of Feb, 1974, at 2:20 o'clock P M.
By [Signature] J. A. ROWLAND, Register of Deeds.
[Signature] Deputy Register of Deeds

BYLAWS OF
WENDY RIDGE CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Lands submitted to unit ownership. James W. Reeves and wife, Sarah B. Reeves, hereinafter known as the "Declarants", are the owners of certain lands lying in the City of Raleigh, Wake County, North Carolina, shown upon that map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry, and has submitted a portion of said lands, shown upon that map entitled Wendy Ridge Condominium, Phase One, recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry, and the improvements thereon to unit ownership pursuant to the North Carolina Unit Ownership Act by filing simultaneously herewith the declaration provided for in Chapter 47A of the North Carolina General Statutes, which declaration provides that additional portions of said lands shown upon the map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry, may be submitted to unit ownership. The lands and improvements submitted to unit ownership by said declaration and all of the lands submitted to unit ownership as provided therein shall be known as Wendy Ridge Condominium.

Section 2. Applicability of bylaws . All present and future owners, mortgagees, lessees, and occupants of units within the Condominium, and their agents, servants, and employees, and any other persons who may make use of the facilities of the Condominium in any manner, are subject to these bylaws and to the rules and regulations adopted pursuant hereto and to any amendments to these bylaws upon the same being duly passed and set forth in an amended declaration, duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a condominium unit by any person shall conclusively establish the acceptance and ratification by such person of these bylaws (and any rules and regulations adopted pursuant hereto), as they may be amended from time to time, and shall constitute and evidence an agreement by such persons to comply with these bylaws and with the rules and regulations.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the association of unit owners of Wendy Ridge Condominium.

Section 2. "The Condominium" shall mean all of the lands, buildings, improvements, and appurtenances, now or hereafter subjected to unit ownership under the North Carolina Unit Ownership Act by the filing of a declaration applicable to those lands shown upon that map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry.

Section 3. "Declarants" shall mean James W. Reeves and wife, Sarah B. Reeves, their heirs, assigns and successors to whom they shall make specific written assignment of their rights under the declaration and these bylaws.

Section 4. "Declaration" shall mean the instrument or instruments and amendments thereto, duly recorded, by which the property of the Condominium is submitted to unit ownership pursuant to the provisions of the North Carolina Unit Ownership Act.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Rules and regulations" shall mean these written actions of the Board, duly adopted, and amendments thereto, interpreting and applying the provisions of the declaration and these bylaws and establishing and prescribing the administration and management of the Condominium and the use, operation, and maintenance of the common areas.

ARTICLE III

ASSOCIATION OF UNIT OWNERS

Section 1. Members. Every owner of a unit within the Condominium shall be a member of the association of unit owners of Wendy Ridge Condominium, to be known as the Wendy Ridge Condominium Owners Association.

Section 2. Annual Meetings. 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 meetings shall be held at 8 p.m. 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 1975.

Section 3. Substitute annual meetings. If an annual meeting is not held on the day designated in the bylaws, a substitute annual meeting may be called in the same manner as a special meeting. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special meetings. Special meetings of the Association may be called at any time by a majority of the members of the Board of Directors or upon the written request of the owners of not less than twenty-five percent (25%) of the aggregate interests in the common areas and facilities as established by the declaration.

Section 5. Place of meetings. All meetings of the Association shall be held at the Condominium or at such other place in the City of Raleigh, North Carolina, as shall be designated in the notice of the meeting.

Section 6. Notice of meetings. Written or printed notice stating the place, day, and hour of the meeting shall be delivered or mailed by first class mail, postage prepaid, not less than ten (10) nor more than thirty (30) days prior to the date of the meeting, either by the unit owners calling the meeting or as the Board of Directors shall direct, to each person entitled to vote at such meeting.

In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter other than the election of directors on which the vote of unit owners is expressly required by the provisions of the North Carolina Unit Ownership Act. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for thirty (30) days or more, notice of the reconvening of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one

adjournment, it shall not be necessary to give notice of the reconvening of the adjourned meeting other than by an announcement at the meeting at which the adjournment is effective.

Section 7. Quorum. The presence in person or by proxy at any meeting of members having a majority of the total votes entitled to be cast shall constitute a quorum. Unless otherwise expressly provided herein, any action, consistent with the notice of such meeting, may be taken at any meeting of the association at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting.

If a quorum is not present at the opening of any meeting, the meeting may be adjourned from time to time by vote of a majority of the voting members present, either in person or by proxy, and shall be reconvened at the date and time determined at the adjourned meeting, subject to the notice requirements set forth in Section 6 of these bylaws. Upon the reconvening of any meeting adjourned for lack of a quorum, the quorum required at such subsequent meeting shall be one-half (1/2) that required at the preceding meeting.

Section 8. Voting members; proxies. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the Association, herein referred to as the "voting member". The voting member may be the owner of a unit, or an owner designated by a majority of the several owners of a unit, or may be some other person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Designation of the voting member or of a proxy shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the owner or a majority of the owners.

Section 9. Voting rights; cumulative voting. The vote cast by or on behalf of the owner or owners of a unit shall be equal in percentage of the total vote entitled to be cast to the percentage of interest owned in the common areas and facilities by such unit owner or owners. In all elections for members of the Board of Directors, each voting member shall be entitled to vote on a cumulative voting basis for the director or directors to be elected, and the candidate or candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed elected.

Section 10. Waiver of notice. Any unit owner, at any time, may waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a unit owner at any meeting of the Association shall constitute a waiver of notice by him of the time and place thereof except where a unit owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the voting members are present at any meeting of the Association, no notice shall be required, and any business may be transacted at any meeting.

Section 11. Informal action by unit owners. Any action which may be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such an action at a meeting (that is, the voting members), and filed with the Secretary of the Condominium to be kept in the Condominium minute book.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General powers. The business and the property of the Condominium shall be managed and directed by the Board of Directors of the Association or by such executive committees as the Board may establish pursuant to these bylaws.

Section 2. Initial board. There shall be an initial board of three directors, appointed by the Declarants, who shall serve until their successors are appointed or elected and qualified.

Section 3. Number, term, and qualification. At the first annual meeting of the Association, there shall be created a Board of Directors consisting of seven (7) members, four (4) of whom shall be designated by the Declarants and shall serve for a term of one (1) year, and three (3) of whom shall be elected from among the membership by the voting members, and who shall serve terms of two (2) years. Thereafter, for so long as the Declarants shall own at least ten percent (10%) of the aggregate interest in the common areas and facilities, they shall be entitled to appoint, and, from time to time, remove and replace, four members of the Board at each annual meeting. At the first annual meeting following such time as the

Declarants' ownership interest in the common areas and facilities declines to less than ten percent (10%), all directors shall be elected. Three (3) of the directors so elected shall serve for a term of one (1) year and four (4) of the directors so elected shall serve for a term of two (2) years; and their successors shall be elected for two (2) year terms.

Section 4. Election of directors. Except for the appointed directors provided for in Section 3 of this Article and as otherwise provided in Section 5 hereof, the directors shall be elected at the annual meeting of the Association; and those candidates who receive the highest number of votes shall be elected.

Section 5. Removal. Any elected director may be removed from office, with or without cause, by the affirmative vote of a majority of the voting members. However, unless all of the elected directors are removed, an individual director may not be removed if the votes cast against removal would be sufficient, if cast cumulatively, to elect a director at an annual election. If any directors are so removed, new directors may be elected at the same meeting.

Section 6. Vacancies. An elective vacancy occurring in the Board of Directors, including directorships not filled by the voting members, may be filled by a majority of the remaining directors, though less than a quorum, or by the sole remaining director. Voting members may elect a director at any time to fill any elective vacancy not filled by the directors and to fill any appointive vacancy not filled by the Declarant within ninety (90) days after the vacancy occurs.

Section 7. Compensation. The Board of Directors shall receive no compensation for their services unless expressly allowed by the Board upon the affirmative vote of the voting members representing two-thirds (2/3) of the aggregate interest in the common areas and facilities.

Section 8. Executive committees. The Board of Directors may, by resolution adopted by a majority of the number of directors fixed by these bylaws, designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Condominium.

Section 9. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law or the declaration or these bylaws may not be delegated to the Board of Directors. The powers and duties of the Board of Directors shall include, but specifically shall not be limited to, those herein set out:

(a) Powers. The Board of Directors shall have power to:

(1) Exercise for the association all powers, duties, and authority vested in or delegated to this Association by law and the Declaration and amendments thereto and not reserved to the membership by other provisions of these bylaws or the Declaration.

(2) Purchase, lease, or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of the Association, units offered for sale or lease.

(3) Purchase units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners.

(4) Sell, mortgage, vote the votes appurtenant to, or otherwise deal with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of the Association, subject to the Declaration and other applicable restrictions, and organize corporations to act as designees of the Board in acquiring title to units on behalf of the Association.

(5) Enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the Board and such expense shall be treated as a common expense of the property within which the unit is located.

(6) Engage the services of any person, firm, or corporation to act as manager of the Condominium at the compensation established by the Board, to perform such duties and services as the Board shall authorize, other than the

powers enumerated in subdivisions (1), (2), (3), (4), and (6), of this subsection (a) and the duties enumerated in subdivisions (3), (4), (7), (8), (9), and (11), of subsection (b) of this section.

(b) Duties. It shall be the duty of the Board of Directors to:

(1) Administer, operate, maintain, and repair the common areas and facilities.

(2) Enter any unit and perform any repairs, maintenance, or construction for which the Association is responsible at reasonable times and hours and with as little inconvenience to the unit owner as practicable. The association shall repair any damages to the unit caused by such repair, maintenance, or construction, and all costs incurred in performing these duties shall be a common expense of the Condominium, unless the Board shall determine that the repairs, maintenance, or construction was necessitated by the negligence, misuse, unlawful act, or act in violation of the Declaration, these bylaws, or the rules and regulations of the Association by the unit owner, in which event such costs may be assessed against the unit owner.

(3) Determine the common expenses arising from the costs of administration, operation, care, upkeep, maintenance, repair, and construction of the common areas and facilities, including, without limitation, reserves for repair, reconstruction, or replacement.

(4) Fix and assess in the manner provided by law and in the Declaration, the proportionate part of the common expenses of each unit owner within the Condominium.

(5) Collect and enforce the collection of common expenses in the manner provided by law and in the Declaration, including, but not limited to, suspension of recreational facilities use privileges and legal proceedings for the enforcement of liens.

(6) Employ and dismiss personnel necessary to the maintenance and operation of the common areas and facilities.

(7) Adopt, amend, publish, and enforce reasonable rules and regulations that it deems advisable and necessary for the proper administration, operation, maintenance, conservation, and beautification of the Condominium and

for the health, comfort, safety, and general welfare of the owners and occupants of condominium units. Copies of the published rules and regulations and amendments thereto shall be given to all the owners and occupants and the Condominium shall be administered, operated, and maintained in conformity with such rules and regulations.

(8) Designate depositories for Association funds and the officers, agents, and/or employees having the authority to deposit and withdraw such funds; and, in its discretion, to require such officers, agents, or employees to be bonded in such amounts as it deems necessary.

(9) Sign all agreements, contracts, vouchers for payment of expenditures, deeds, and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and/or such other persons as the Board may designate.

(10) Procure and maintain adequate insurance of such nature and in such amounts as is provided in the Declaration, and such other insurance as the Board may deem necessary or appropriate.

(11) Appoint such committees as are provided for in these bylaws.

(12) Exercise their powers in good faith and do and perform such other matters and things not expressly prohibited by law, the Declaration, or these bylaws as are necessary and appropriate to the proper administration, operation, and maintenance of the Association and the Condominium.

(13) Give written notice of any default by the mortgagor of any unit in the performance of such mortgagor's obligations under the Declaration or bylaws which is not cured within thirty (30) days to any holder of a mortgage on such unit who requests such notice.

Section 10. Persons who may serve. Every elected member of the Board shall be a unit owner or co-owner or the spouse of a unit owner or co-owner, unless the owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, in which event any officer, director, agent, or employee of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board, but Directors designated by the Declarants need not be owners. Members appointed by the Declarants need not be owners.

Section 11. Liability of the Board. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise except for their own individual wilful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contracts shall have been made in bad faith or contrary to the provisions of the Declaration or these bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium, except to the extent of their liability as unit owners. It is also intended that the liability of any unit owner arising out of any contracts made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportions of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all of the unit owners in the common areas and facilities. Every agreement made by the Board or by the manager on behalf of the Condominium shall provide that the members of the Board of Directors, or the manager, as the case may be, are acting only as agents for the Association, and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion to the total liability thereunder as his interest in the common areas and facilities of the Condominium bears to the interest in said common areas and facilities of all unit owners in the Condominium.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Organizational meeting. The initial Board of Directors shall meet prior to conveyance of the first unit by the Declarants. No notice to the Directors shall be necessary in order to legally constitute such meeting, provided that a quorum shall be present.

Section 2. Regular meetings. A regular meeting of the Board shall be held immediately after and at the same place as the annual meeting or substitute annual meeting of the Association. The Board may provide by adoption of an appropriate resolution for the time and place within the City of Raleigh, North Carolina, for other regular meetings of the Board.

Section 3. Special meetings. Special meetings of the Board may be called by or at the request of the President or by any two Directors. Such meetings may be held at any place within the City of Raleigh, North Carolina.

Section 4. Notice of meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board shall give notice by any usual means of communication to all Directors of the time, place, and purpose of such meeting at least two days prior thereto.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

Section 5. Waiver of notice. Any member of the Board of Directors may give written waiver of notice at any time of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. If all of the members of the Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by these bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of acting. Except as otherwise provided in this section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

A vote of a majority of the number of Directors fixed by the bylaws shall be required to adopt a resolution constituting an executive committee.

Section 8. Organization. Each meeting of the Board of Directors shall be presided over by the President, and in the absence of the President, by the Vice President, and in the absence of the Vice President, by any person selected to preside by vote of the majority of the Directors present. The Secretary, or in his absence, an Assistant Secretary, or in the absence of both the Secretary and the Assistant Secretary, any person designated by the President of the meeting shall act as Secretary of the meeting.

Section 9. Informal action of Directors. Any action taken by a majority of the Directors without a meeting shall constitute Board action if written consent to the action in question is signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

Section 10. Minutes. The Board shall keep minutes of all of its proceedings.

Section 11. Fidelity bonds. The Board of Directors may require any officer or employee of the Condominium handling or responsible for Condominium funds to be covered by an adequate fidelity bond. The premiums on such bond shall constitute a common expense.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be a president, a secretary, a treasurer, and such vice presidents, assistant secretaries, assistant treasurers, and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person except for office of President.

Section 2. Election and term. The officers of the Condominium shall be elected by and from among the Board of Directors, and such elections may be held at the regular annual meetings of the Board; provided, however, that prior to the first annual meeting, the Declarants shall appoint the officers from among the initial Board.

Each officer shall hold office for a period of one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause, and any officer or agent appointed or designated by the Declarants may be removed by the Declarants with or without cause. Such removal, however, shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Compensation. No officer shall receive any compensation from the Condominium for acting as such, but the Board may reimburse any officer for any direct expenses incurred by him in the performance of his duties as such officer, and such reimbursement shall be a common expense.

Section 5. President. The President shall be the principal executive officer of the Condominium and, subject to the control of the Board of Directors, shall supervise and control the management of the Condominium. The President shall, when present, preside at all meetings of the Board and of the Association, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed from time to time by the Board.

Section 6. Vice President. The Vice President, and if there be more than one, the Vice Presidents shall, in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice President shall perform such other duties and have such other powers as shall be prescribed by the President.

Section 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Association and of the Board. He shall give, or cause to be given, all notices required by law and these bylaws. He shall have general charge of the minute books and records of both the Association and of the Board. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Section 8- Treasurer. The Treasurer shall have custody of all Condominium funds and securities and shall receive, deposit, or disburse the same under the direction of the Board of Directors. He shall keep full and accurate records of the finances of the Condominium in books especially provided for that purpose. He shall cause a true statement to be prepared as of the close of each fiscal year setting forth, in reasonable detail, the assets and liabilities of the Condominium, the changes in surplus for such fiscal year, and the result of the operations of the Condominium. The statement shall be filed and kept available for inspection by any unit owner for a period of three (3) years and the Treasurer shall mail or otherwise deliver a copy of the latest statement to each unit owner and member of

the Board of Directors annually on or before March 15, covering the preceding calendar year. The Treasurer shall also prepare and file all reports and returns required by Federal, State, or local laws, and shall generally perform all other duties as may be assigned to him from time to time by the President or the Board of Directors.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary or the Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or Board of Directors.

ARTICLE VII

OPERATION OF THE PROPERTY

Section 1. Determination of common expenses and fixing of common charges.

The Board of Directors, from time to time, and at least annually, shall prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess the common charges of the Condominium among the unit owners thereof according to their respective common interests. A part of the common expenses of the Condominium shall include, among other things, and without limitation, the administrative expenses of the Condominium and the costs of all premiums for insurance obtained pursuant to the provisions of the Declaration. The budget of the Condominium, in the discretion of the Board, and as necessary, may include, without limitation, amounts for: funding deficits for any prior year; a reserve for working capital; a reserve for replacement; and a general operating reserve.

Unless all mortgagees and two-thirds (2/3) of the unit owners elect to the contrary, the exterior portions of all buildings that were initially stained or painted shall be restained or repainted not less than every five (5) years and the roofs of all buildings shall be replaced not less than every twenty (20) years.

The common expenses of the Condominium may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of the association, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at foreclosure or other judicial sale. The Board of Directors shall advise all unit owners promptly,

in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. Payment of common charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VII at such time or times as the Board shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer, or other conveyance by him (made in accordance with the provisions of the declaration and applicable restrictions of record) of such unit, together with his interest in the common areas and facilities (including limited common areas and facilities) as defined in the Declaration. A purchaser of a unit shall be jointly and severally liable with the seller for the payment of the common charges assessed against such unit prior to the acquisition by the purchaser of such unit, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor. Provided, that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for, and such unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale, and such unpaid common charges shall be deemed to be common charges collectible from all of the unit owners, including such purchaser, his successors and assigns.

Section 3. Collection of assessments. The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charge due from any unit owner which remains unpaid for more than thirty (30) days from the due date of the payment thereof.

Section 4. Default in payment of common charges. In the event of default by any unit owner in paying to the Board of Directors the common charges as determined by the Board, such unit owner shall be obligated to pay interest at the highest rate permitted by law on such common charges from the due date thereof, together with all expenses, including attorneys' fees (if permitted by law), incurred by the Board in any proceeding brought to collect such unpaid

common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees (if permitted by law), in any action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit in like manner as a deed of trust or mortgage of real property.

Section 5. Foreclosure of liens for unpaid common charges. In any action brought by the Board to foreclose on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all unit owners, or on behalf of any one or more individual unit owners, if so instructed, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same, subject, however, to applicable restrictions of record. A suit to recover money judgment for unpaid common charges may be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Statement of common charges. The Board of Directors shall promptly provide any unit owner making written request therefor, a written statement of all unpaid common charges due from such unit owner.

Section 7. Abatement and restraint of violations by unit owners. The violation of any rule or regulation adopted by the Board, the breach of any bylaw contained herein, or the breach of any provision of the declaration shall give the Board the right, in addition to any other rights set forth in these bylaws:

(a) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 8. Maintenance and repair. (a) Maintenance of unit. All maintenance and any repairs to any unit, ordinary or extraordinary (other than

maintenance of and repairs to any common areas and facilities contained therein and not necessitated by the negligence, misuse, or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and/or to the common areas and facilities that his failure so to do may endanger.

(b) Maintenance of common areas. All maintenance, repairs, and replacements to the common areas and facilities, whether located inside or outside of the units (unless necessitated by the negligence, misuse, or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board and shall be charged to all unit owners as a Condominium common expense.

Section 9. Utility equipment. Each unit owner shall own and be responsible for the repair, maintenance, and upkeep of all equipment (such as heating and air conditioning equipment and hot water heaters) which serves his unit exclusively.

Section 10. Additions, alterations, or improvements by unit owners. No unit owner shall make any structural addition, alteration, or improvement in or to his unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration, or improvement in such owner's unit within sixty (60) days after such request is received in writing by the Board, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration, or improvement.

Section 11. Use of units and common areas and facilities. The use of the units, common areas and facilities, limited common areas, and other property and appurtenances within the Condominium shall be in accordance with the following provisions:

(a) Each of the units shall be occupied only as a residence and for no other purpose. No unit may be divided into smaller units or any portion thereof sold or otherwise transferred without first amending these bylaws to show the changes in the units to be affected thereby.

(b) The common areas and facilities shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment of the units.

(c) No use or practice shall be permitted in the Condominium which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by the unit owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of conditions which render the Condominium, or any portion thereof, unclean, unsightly, or unkept, or which substantially decreases the beauty of the area as a whole. No unit owner shall make or permit any use of his unit or of the common elements which will increase the rate of insurance upon the Condominium or any property therein or which shall cause the cancellation of such insurance. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any portion thereof. Garbage receptacles shall be located in accordance with reasonable standards established by the Board. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(d) Until all of the lands of the Declarant referred to in Article I, Section 1, hereof have been subjected to unit ownership and sold, neither the unit owners nor the Board shall interfere with the sale of additional units. The owner of the unsold units may make such use of the units and the common areas as may facilitate such completion and sale, including, but not limited to, the rental of the same, showing of the property, and the display of signs.

Section 12. Right of access. The acceptance of any conveyance or lease of any unit or the occupancy of such unit shall conclusively establish the grant of a right and easement of access to his unit by the owner, lessee, or occupant to the Board, the Condominium manager, if any, and/or any other person authorized by the Board or the manager, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area and facility, or for the purpose of performing installations, alterations, maintenance, or repairs to the common areas and facilities in his unit or

elsewhere in the building in which his unit is located, or to correct any condition which violates the provisions of any mortgage covering another unit; provided, that request for entry must be made in advance and such entry must be at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether or not the unit owner is present at the time.

Section 13. Entry by Board. In the event any unit owner permits any use of the premises or practice in violation of the provisions of Section 11 of this Article VII, and such owner fails to cure said violation within thirty (30) days of the Board's request to do so, agents of the Board may enter upon the premises and cure said violation at the expense of such unit owner or owners.

Section 14. Rules of conduct. Rules and regulations concerning the use of the units and the common areas and facilities may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each unit owner, and all amendments and new rules and regulations shall be furnished to unit owners prior to the time that the amendment or new rule or regulation becomes effective.

Section 15. Water and electricity charges. Electricity shall be supplied to each unit through separate meters and the cost of the same shall be borne by the respective unit owners. Water shall be supplied to all units through a common meter and the costs of water shall be a common expense. All charges for water and electricity used in connection with the maintenance and use of the common areas and facilities shall be a common expense of the Condominium.

ARTICLE VIII

RECORDS AND AUDITS

The Board of Directors or the manager shall keep detailed records of actions of the Board and the manager, minutes of the meetings of the Board of Directors, minutes of meetings of the Association, and financial records and books of accounts of the Condominium, including a chronological listing of receipts and expenditures, which, among other things, shall contain the amount of each assessment of the common charges against each unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. The financial record and books of account shall be available for examination by any unit owner or his duly authorized agent or attorney at convenient hours on working days by prior arrangement with the Board or the manager. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board

to all unit owners on or before the 15th day of the third month following the close of each calendar year, covering the preceding year. In addition, an annual audit of the receipts and expenditures of the Condominium by an independent certified public accountant shall be rendered by the Board to all unit owners and to all mortgagees of units who have requested the same promptly after the end of each calendar year.

ARTICLE IX

OPERATION PRIOR TO INITIAL MEETING OF BOARD

Prior to the first meeting of the initial Board of Directors, all functions of the Association and of the Board of Directors as herein set forth shall be performed and carried out by the Declarants through their officers and agents.

ARTICLE X

AMENDMENT OF BYLAWS

Section 1. Amendment by owners. These bylaws may be amended by the affirmative vote of the voting members having 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 provisions of the bylaws, and, in addition, the consent of the Declarants so long as they are the owners 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 and recorded in the Office of the Register of Deeds of Wake County. No such amendment shall be effective until duly recorded as aforesaid.

Section 2. Amendment by Declarants or the Board. The Declarants, for so long as they control the Board, and, thereafter, the Board of Directors, may amend these bylaws without the consent of the owners:

(a) To correct any obvious error or inconsistency in drafting, typing, or reproduction; and

(b) 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.

No amendments made pursuant to this Section 2 shall be effective until duly recorded in the Office of the Register of Deeds of Wake County.

CERTIFICATION

I, the undersigned, do hereby certify:

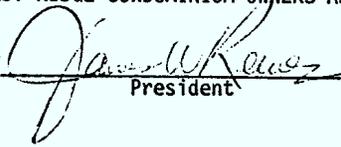
THAT I am the duly elected and acting President of Wendy Ridge
Condominium Owners Association, and

THAT the foregoing Bylaws constitute the original Bylaws of said
Association, as duly adopted at a meeting of the Board of Directors thereof,
held on the 19th day of February, 1974.

IN WITNESS WHEREOF, I have executed this Certification in the name
of and on behalf of Wendy Ridge Condominium Owners Association, this 19th
day of February, 1974.

WENDY RIDGE CONDOMINIUM OWNERS ASSOCIATION

By:


President

NORTH CAROLINA
WAKE COUNTY

AMENDMENTS TO DECLARATION OF
WENDY RIDGE CONDOMINIUM, PHASE ONE, AND
BYLAWS OF WENDY RIDGE CONDOMINIUM
OWNERS ASSOCIATION

THESE AMENDMENTS to the Declaration of Wendy Ridge Condominium, Phase One, recorded in Book 2225, Page 245, Wake County Registry, and the Bylaws of Wendy Ridge Condominium Owners Association, recorded in Book 2225, Page 268, Wake County Registry, made the 3rd day of June, 1974, by James W. Reeves and wife, Sarah B. Reeves, Declarants, and the Wendy Ridge Condominium Owners Association:

W I T N E S S E T H:

WHEREAS, the Declarants have submitted to unit ownership, pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, certain property known as Wendy Ridge Condominium, Phase One, shown upon that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry, by filing a Declaration of Unit Ownership, which is recorded in Book 2225, Page 245, Wake County Registry; and

WHEREAS, amendments to said Declaration of Wendy Ridge Condominium, Phase One, and to the Bylaws of Wendy Ridge Condominium Owners Association attached thereto and recorded in Book 2225, Page 268, Wake County Registry, are necessary to correct certain errors and omissions therein; and

WHEREAS, amendment of said Declaration and said Bylaws require the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and common interest of all voting members within the Condominium, except amendments to correct any obvious error or inconsistency in drafting, typing, or reproduction, which amendments may be made by the Declarants and the Board of Directors of said Association; and

WHEREAS, the Declarants are the owners of all of the lands and improvements within Wendy Ridge Condominium, Phase One, shown upon that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry; and

WHEREAS, the Declarants, at a special meeting of the Association called for such purpose, have given their consent and agreement to the amendments herein set forth to the Declaration of Wendy Ridge Condominium, Phase One, and the Bylaws of Wendy Ridge Condominium Owners Association attached thereto;

NOW, THEREFORE, the Declaration of Wendy Ridge Condominium, Phase One, and the Bylaws of Wendy Ridge Condominium Owners Association are hereby amended as follows:

1. Subparagraph (g) of Paragraph (7) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended to read as follows:

"(g) All parking and driveway areas, other than parking and driveway areas herein declared to be limited common areas or facilities."

2. Paragraph (8) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended to read as follows:

"(8) LIMITED COMMON AREAS AND FACILITIES. There is reserved to each unit an easement which shall be appurtenant to such unit, for the exclusive use (except as otherwise expressly provided herein) of a certain portion of the common areas and facilities, herein designated and referred to as the 'limited common areas and facilities'. Each of the limited common areas and facilities, and the unit to which their use is exclusively reserved, is described and designated as follows:

<u>"UNIT NUMBER</u>	<u>LIMITED COMMON AREAS AND FACILITIES RESTRICTED TO USE OF UNIT</u>
All units	The front stoop (covered) adjacent to the front entry of each unit, as shown on the architectural plans attached hereto as Exhibit B; the carport, storage and trash receptacle building located in front of each unit and not attached to said unit; the concrete drive and parking area between the carport building and the right-of-way of the private street used as a means of ingress and egress to the carport building; the three-foot concrete walk leading from the carport building to the entry of the respective unit; and the front yard area bounded by the respective unit, the carport building, and, on two sides, by a privacy wall (except for end units which are bounded on one side by an extension of the exterior wall unit line between the unit and the carport building), as shown on the architectural plans attached hereto as Exhibit B.
4B2, 4C2, 4D2, 4E2, 4F3	The eight-foot by twelve-foot concrete patio attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B.
1A3, 1B2, 1C2, 1D3, 2A3, 2B2, 2C2, 2D3, 3A2, 3B2, 3C2, 3D2, 4A3	The eight-foot by twelve-foot sundeck attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B."

3. The introductory clause of subparagraph (a) of Paragraph (9) of the Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended to read as follows:

"(a) The following is the percent of interest of each unit within Phase One of Wendy Ridge Condominium in the common areas and facilities and the limited common areas and facilities, subject to change as provided in Paragraph (1)(d) and Paragraph (2)(a):"

4. Subparagraph (a) of Paragraph (11) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended to correct a drafting error by rewriting the last sentence thereof to read as follows:

"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 Exhibit B."

5. Subparagraph (h) of Paragraph (12) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended to correct a typing error by rewriting to read as follows:

"(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."

6. Paragraph (15) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended and modified to correct a drafting error by rewriting the first sentence thereof to read as follows:

"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 Wendy Ridge Condominium known as the Wendy Ridge Condominium Owners Association (hereinafter referred to as the 'Association'), as provided in the bylaws of the Association, which are attached hereto and made a part hereof."

7. Paragraph (27) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended by adding thereto a new subparagraph, designated (c), reading as follows:

"(c) Upon the declaration of an additional Property to the Condominium as provided in Paragraph (1), James W. Reeves, 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."

8. Section 4 of Article IV of the Bylaws of Wendy Ridge Condominium Owners Association, recorded in Book 2225, Page 268, Wake County Registry, is hereby amended to correct a drafting error as follows:

"Except for the appointed directors provided for in Section 3 of this Article and as otherwise provided in Section 6 hereof, the directors shall be elected at the annual meeting of the Association; and those candidates who receive the highest number of votes shall be elected."

9. Subsection (b) of Section 2 of Article X of the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 2225, Page 268, Wake County Registry, is hereby amended to read as follows:

"(b) To conform to the requirements of any law or governmental agency having legal jurisdiction over the Condominium or to qualify the Condominium or any unit 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."

IN WITNESS WHEREOF, the Declarants and Wendy Ridge Condominium Owners Association have executed or caused to be executed these amendments in their respective names on the day and year first above written.

WITNESS:

[Signature]
Secretary

WENDY RIDGE CONDOMINIUM OWNERS ASSOCIATION

By: [Signature]
President

DECLARANTS

James W. Reeves (SEAL)
 James W. Reeves

Sarah B. Reeves (SEAL)
 Sarah B. Reeves

WITNESS:

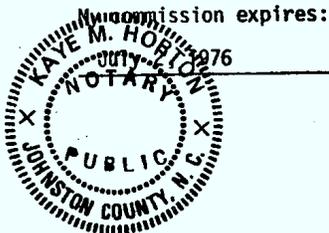
Kaye M. Horton

NORTH CAROLINA
WAKE COUNTY

I, Kaye M. Horton, a Notary Public, do hereby certify that James W. Reeves and his wife, Sarah B. Reeves, personally came before me this day and acknowledged the due execution of the foregoing instrument.

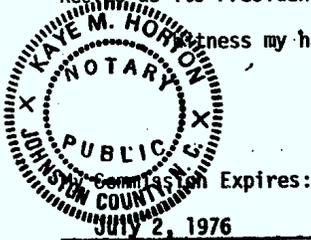
WITNESS my hand and official seal this 3rd day of June, 1974.

Kaye M. Horton
Notary Public



NORTH CAROLINA,
WAKE COUNTY.

I, Kaye M. Horton, a Notary Public, do hereby certify that W. G. Edwards appeared before me this day and certified that he is the Secretary of Wendy Ridge Condominium Owners Association, an unincorporated association, and that Sarah B. Reeves is the President of said Association; and that the foregoing Amendments to Declaration of Wendy Ridge Condominium, Phase One, was signed by the said Sarah B. Reeves as its President and attested by himself as its Secretary.



Kaye M. Horton
Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate is 5 of Kaye M. Horton

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2251 Page 128 This 7 day of June, 1974, at 4:15 o'clock P. M.

W. G. Edwards
 W. G. EDWARDS, Register of Deeds,
 Deputy Register of Deeds

Prepared by: Richard S. Bingham
Hold for: Southwick and Holmes

REGISTRATION
NORTH CAROLINA APR 12 9 32 AM '85 AMENDMENTS TO DECLARATION OF 830K 3461 PAGE 145
WAKE COUNTY WENDY RIDGE CONDOMINIUM
KENNETH J. WILKINS AND BYLAWS OF WENDY
REGISTER OF DEEDS RIDGE CONDOMINIUM OWNERS
WAKE COUNTY, NC ASSOCIATION

THESE AMENDMENTS to the Declaration of Wendy Ridge Condominium, Phase One, recorded in Book 2225, Page 245, Wake County Registry, and the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 2225, Page 268, Wake County Registry, as amended by Amendments to Declaration of Wendy Ridge Condominium, Phase One, and Bylaws of Wendy Ridge Condominium Owners Association, recorded in Book 2251, Page 128, Wake County Registry, and by Declaration of Wendy Ridge Condominium, Phase Two, recorded in Book 2251, Page 510, Wake County Registry, and by Declaration of Wendy Ridge Condominium, Phase Three, recorded in Book 2362, Page 430, Wake County Registry, made on this 8th day of April, 1985, by the Wendy Ridge Condominium Owners Association:

W I T N E S S E T H:

WHEREAS, the property herein described has been submitted to unit ownership, pursuant to Chapter 47A of the North Carolina General Statutes, Phases One, Two and Three of Wendy Ridge Condominium, shown upon those maps recorded in Book of Maps 1974, Volume 1, Page 86 and Book of Maps 1974, Volume 1, Page 23 and Book of Maps 1974, Volume III, Phase 303, of the Wake County Registry, which phases are a part of those lands shown on a map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry, and

WHEREAS, pursuant to the provisions of Paragraph (27) of said Declaration of Phase One, as amended, the instant declaration is filed by the Wendy Ridge Condominium Owners Association to amend the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 2225, Page

BOOK 3461 PAGE 146

268, as amended, (and said Declaration and Bylaws are specifically incorporated by reference as if fully herein set out, except as amended on modification herein; and

WHEREAS, amendment of said Declaration and said Bylaws, as amended, require the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and common interest of all voting members (as defined in said bylaws of Wendy Ridge Condominium Owners Association, as amended) within the Condominium, cast in person or by proxy at a meeting duly held in accordance with the provision of the bylaws; and

WHEREAS, at least sixty-six and two-thirds percent (66 2/3%) in number and common interest of all voting members within the Condominium, at a special meeting of the Association called for such purpose, have given their consent and agreement to the amendments herein set forth:

NOW, THEREFORE, the Bylaws of Wendy Ridge Condominium Owners Association, as amended, are hereby further amended or modified as follows:

1. Section 5 of Article IV of the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 225, Page 268, Wake County Registry, is amended to read as follows:

"If any Director misses more than three regular meetings of the Board in one year without giving prior notification to the chairman of justifiable reasons of absence, said director may be removed by a 3/4 majority vote of those directors voting at the next Board of Directors Meeting subsequent to the third absence. Also, any elected director may be removed from office, with or without cause, by the affirmative vote of a majority of the voting members. However, unless all of the elected directors are removed, an individual director may not be removed if the

votes cast against removal would be sufficient, if cast cumulatively, to elect a director at an annual election. If any directors are so removed, new directors may be elected at the same meeting.

2. Section 4 of Article VI of the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 2225, Page 268, Wake County Registry, is amended to read as follows:

"The duly elected Treasurer of the Homeowners Association shall be remunerated in that he/she shall not be required to pay the monthly Homeowners Association dues assessable for a two bedroom unit. The remuneration does not affect an obligation of the Treasurer to pay any special assessments. No other officer shall receive any compensation from the Condominium for acting as such, but the Board may reimburse any officer for any direct expenses incurred by him in the performance of his duties as such officer, and such reimbursement shall be a common expense".

3. Section 4 of Article VII of the Bylaws of Wendy Ridge Condominium Owners Association recorded in Book 2225, Page 268, Wake County Registry, is amended to read as follows:

"In the event of default by any unit owner in paying to the Board of Directors the common charges as determined by the Board, such unit owner shall be obligated to pay a late payment charge for each thirty day period from the due date of such common charges, together with all expenses, including attorney's fees (if permitted by law), incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with late payment charges and the expenses of the proceeding, including attorney's fees (if permitted by law), in any action to recover the same brought against such owner, or by foreclosure of the

BOOK 3461 PAGE 148

lien on such unit in like manner as a deed of trust or mortgage of real property*.

IN WITNESS WHEREOF, the Wendy Ridge Condominium Owners Association has executed or caused to be executed these amendments and has hereunto affixed their name on the day and year first above written.

WENDY RIDGE CONDOMINIUM OWNERS ASSOCIATION

BY: Carl Cyrus Painter Jr
CARL CYRUS PAINTER, JR. PRESIDENT

WITNESS

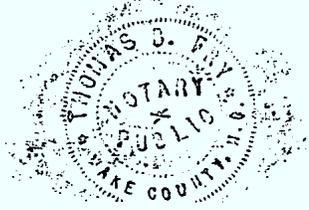
Robert C. Swain Jr
SECRETARY

NORTH CAROLINA
WAKE COUNTY

I, Thomas B. Fry, a Notary Public, do hereby certify that CARL CYRUS PAINTER, JR., as President of Wendy Ridge Condominium Owners Association, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of April, 1985.

My Commission Expires: 3-16-88
Thomas B. Fry
Notary Public



NORTH CAROLINA - WAKE COUNTY
The foregoing certificate of Thomas B. Fry

Notary(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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst./Deputy Register of Deeds

NORTH CAROLINA

DECLARATION OF WENDY RIDGE CONDOMINIUM,
PHASE TWO - A DECLARATION OF INTENT TO
SUBMIT PROPERTY TO THE PROVISIONS OF
THE NORTH CAROLINA UNIT OWNERSHIP ACT

WAKE COUNTY

THIS DECLARATION, made on this the 5th day of June,
1974, by JAMES W. REEVES and wife, SARAH B. REEVES, of Wake County, North
Carolina, hereinafter known as the "Declarants", who do hereby declare:

(1) PREVIOUS DECLARATION; AMENDMENT. By Declaration of Wendy Ridge
Condominium, Phase One, filed and recorded in Book 2225, Page 245, Wake County
Registry, as amended by Amendments to Declaration of Wendy Ridge Condominium,
Phase One, and Bylaws of Wendy Ridge Condominium Owners Association, recorded in
Book 2251, Page 128, Wake County Registry, the Declarants have submitted to unit
ownership, pursuant to Chapter 47A of the North Carolina General Statutes, Phase One
of Wendy Ridge Condominium, shown upon that map recorded in Book of Maps 1974, Volume
1, Page 86, Wake County Registry, which is a part of those lands shown upon a map
recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry.

Pursuant to the provisions of Paragraph (1)(a) of said Declaration of
Phase One, as amended, the instant declaration is filed by Declarants to submit to
unit ownership another portion of those lands shown on said map recorded in Book of
Maps 1974, Volume 1, Page 85, Wake County Registry, which constitutes Phase Two
of Wendy Ridge Condominium, hereinafter described, and to merge the common areas
and facilities of Phase Two with the common areas and facilities of Phase One.

All of the provisions of the Declaration recorded in Book 2225, Page
245, Wake County Registry, as amended, are specifically incorporated by reference
as if fully herein set out, except as amended or modified herein.

(2) SUBMISSION OF PROPERTY. In addition to those lands heretofore sub-
mitted to unit ownership by that Declaration of Wendy Ridge Condominium, Phase One,
recorded in Book 2225, Page 245, Wake County Registry, as amended, the Declarants
hereby submit another portion of the lands shown upon that map recorded in Book
of Maps 1974, Volume 1, Page 85, Wake County Registry, together with the buildings,
structures, and improvements located thereon, and all easements, rights, and ap-
purtenances belonging thereto, and all articles of personal property intended for

use in connection therewith, hereafter collectively known as the "Property", to the provisions of the 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 Wendy Ridge Condominium, Phase Two, as shown upon that map by Sam Powell, R.L.S., dated June 5, 1974, and recorded in Book of Maps 1974, Volume 1, Page 233, Wake County Registry.

(3) DESCRIPTION OF BUILDINGS. Paragraph (5) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is hereby amended and modified to read as follows:

"Seven buildings are located on Properties designated as Phase One and Phase Two of Wendy Ridge Condominium as shown upon the architectural plans attached to that Declaration recorded in Book 2225, Page 245, Wake County Registry, and, as is shown on said plans, the buildings are designated Building No. 1, Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, and Building No. 7.

"Each building has two structural floors and an attic, but does not have a basement. The exterior construction of each building is primarily wood frame. The exterior walls are wood studs with 5/8" reverse board and batten southern yellow pine plywood siding. All exterior walls are insulated. The buildings have concrete footings with masonry foundation walls. The roofs are wood trussed rafters with plywood sheathing and asphalt shingle roofing, exterior doors are finished wood, and windows are aluminum frames with acrylic finish. Carports are constructed of the same material as the main buildings.

"The interior construction of each building is as follows:

"(a) Floors - The first floor consists of wood floor joists over crawl space in Buildings No. 1, 2, and 3, and concrete slab on grade in Buildings No. 4, 5, 6, and 7. The second floor in all buildings consists of wood joists. The floor finish is ceramic tile in the baths, vinyl in the kitchen and pantry, and carpet in all other spaces.

"(b) Walls - All walls are finished sheetrock, except portions of the powder rooms, baths, dining rooms, kitchen and family rooms, which are vinyl wall covering over sheetrock.

"(c) Ceilings - All ceilings are finished sheetrock."

(4) DESCRIPTION OF UNITS. Paragraph (6) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended and modified to read as follows:

"(a) There are 36 condominium units located within the Condominium, 18 units of which are located on the Property designated Phase One and shown upon that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry, and 18 units of which are located on the Property designated Phase Two and shown upon that map recorded in Book of Maps 1974, Volume 1, Page 233, Wake County Registry. Certain of the units, herein designated "Type 2", contain 1224 square feet of heated floor space, while others, herein designated "Type 3", contain 1537 square feet of heated floor space. Each unit occupies a portion of two floors of a building. The units are designated as follows:

"1. Building No. 1 contains four (4) units, designated as Units 1A3, 1B2, 1C2, and 1D3.

"2. Building No. 2 contains four (4) units, designated as Units 2A3, 2B2, 2C2, and 2D3.

"3. Building No. 3 contains four (4) units, designated as Units 3A2, 3B2, 3C2, and 3D2.

"4. Building No. 4 contains six (6) units, designated as Units 4A3, 4B2, 4C2, 4D2, 4E2, and 4F3.

"5. Building No. 5 contains six (6) units, designated as Units 5A3, 5B2, 5C2, 5D2, 5E2, and 5F3.

"6. Building No. 6 contains six (6) units, designated as Units 6A3, 6B2, 6C2, 6D2, 6E2, and 6F3.

"7. Building No. 7 contains six (6) units, designated as Units 7A3, 7B2, 7C2, 7D2, 7E2, and 7F3.

"(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 Exhibit B. A further description of each unit is as follows:

UNIT TYPE	UNIT NOS.	NUMBER OF FLOORS: HEATED FLOOR AREA IN NET SQUARE FEET: AND NUMBER AND TYPE OF ROOMS
2	1B2, 1C2, 2B2, 2C2, 3A2, 3B2, 3C2, 3D2, 4B2, 4C2, 4D2, 4E2, 5B2, 5C2, 5D2, 5E2, 6B2, 6C2, 6D2, 6E2, 7B2, 7C2, 7D2, 7E2,	All Type 2 units have two (2) floors; contain 1224 net square feet of heated floor area; have an entry, powder room, stair, coat closet, mechanical room, pantry, kitchen, dining room and living room on the first floor; and have two (2) bedrooms and two (2) baths on the second floor.
3	1A3, 1D3, 2A3, 2D3, 4A3, 4F3, 5A3, 5F3, 6A3, 6F3, 7A3, 7F3	All Type 3 units have two (2) floors; contain 1537 net square feet of heated floor area, have an entry, powder room, stair, coat closet, family room, hall, mechanical room, kitchen, dining room and living room on the first floor; and have three (3) bedrooms and two (2) baths on the second floor."

(5) COMMON AREAS AND FACILITIES. Subparagraph (a) of Paragraph (7) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended and modified to read as follows:

"(a) The lands described in Paragraph (3) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, and in Paragraph (2) hereof, shown, respectively, upon maps recorded in Book of Maps 1974, Volume 1, Page 86, and Book of Maps 1974, Volume 1, Page 233, both of Wake County Registry."

(6) Paragraph (8) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended and modified to read as follows:

"(8) LIMITED COMMON AREAS AND FACILITIES. There is reserved to each unit an easement which shall be appurtenant to such unit, for the exclusive use (except as otherwise expressly provided herein) of a certain portion of the common

areas and facilities, herein designated and referred to as the 'limited common areas and facilities'. Each of the limited common areas and facilities, and the unit to which their use is exclusively reserved, is described and designated as follows:

UNIT NUMBER

LIMITED COMMON AREAS AND FACILITIES
RESTRICTED TO USE OF UNIT

All units

The front stoop (covered) adjacent to the front entry of each unit, as shown on the architectural plans attached hereto as Exhibit B; the carport, storage and trash receptacle building located in front of each unit and not attached to said unit; the concrete drive and parking area between the carport building and the right-of-way of the private street used as a means of ingress and egress to the carport building; the three-foot concrete walk leading from the carport building to the entry of the respective unit; and the front yard area bounded by the respective unit; the carport building and on two sides by a privacy wall (except for end units which are bounded on one side by an extension of the exterior wall unit line between the unit and the carport building), as shown on the architectural plans attached hereto as Exhibit B.

4B2, 4C2, 4D2, 4E2, 4F3
5A3, 5B2, 5C2, 5D2, 5E2,
5F3, 6A3, 6B2, 6C2, 6D2,
6E2, 6F3, 7A3, 7B2, 7C2,
7D2, 7E2

The eight-foot by twelve-foot concrete patio attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B.

1A3, 1B2, 1C2, 1D3, 2A3, 2B2,
2C2, 2D3, 3A2, 3B2, 3C2, 3D2,
4A3, 7F3

The eight-foot by twelve-foot sundeck attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B."

(7) PERCENTAGE OF INTEREST. Paragraph (9)(a) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, is amended and modified to read as follows:

"(a) The following is the percent of interest of each unit within Phases One and Two of Wendy Ridge Condominium in the common areas and facilities and

and limited common areas and facilities, subject to change as provided in Paragraph (1)(d) and Paragraph (2)(a) of the Declaration of Phase One:

<u>Unit No.</u>	<u>Percentage of Interest</u>
1A3	3.2141
1B2	2.5595
1C2	2.5595
1D3	3.2141
2A3	3.2141
2B2	2.5595
2C2	2.5595
2D3	3.2141
3A2	2.5595
3B2	2.5595
3C2	2.5595
3D2	2.5595
4A3	3.2141
4B2	2.5595
4C2	2.5595
4D2	2.5595
4E2	2.5595
4F3	3.2141
5A3	3.2141
5B2	2.5595
5G2	2.5595
5D2	2.5595
5E2	2.5595
5F3	3.2141
6A3	3.2141
6B2	2.5595
6C2	2.5595
6D2	2.5595
6E2	2.5595
6F3	3.2141
7A3	3.2141
7B2	2.5595
7C2	2.5595
7D2	2.5595
7E2	2.5595
7F3	3.2141"

(8) CONDOMINIUM UNIT OWNERS. All of the owners of units within the Condominium as of the date of this Declaration, and the designation of the unit owned by each such owner, are as follows:

<u>OWNER</u>	<u>UNIT OWNED</u>
James W. Reeves and Sarah B. Reeves	All units

IN WITNESS WHEREOF, and pursuant to and authority vested in them under the provisions of that Declaration of Wendy Ridge Condominium, Phase One, recorded in Book 2225, Page 245, Wake County Registry, the Declarants and James W. Reeves,

as attorney-in-fact for all unit owners, have executed this declaration and attached their seals hereto all on the day and year first hereinabove written.

James W. Reeves (SEAL)
James W. Reeves, Declarant

Sarah B. Reeves (SEAL)
Sarah B. Reeves, Declarant

James W. Reeves (SEAL)
James W. Reeves, Attorney-in-Fact
for All Unit Owners

NORTH CAROLINA
WAKE COUNTY

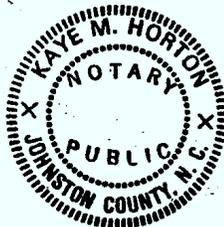
I, Kaye M. Horton, a Notary Public, do certify that James W. Reeves and Sarah B. Reeves, Declarants, and James W. Reeves as Attorney-in-Fact for all unit owners, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 5th day of June, 1974.

Kaye M. Horton
Notary Public

My commission expires:

July 2, 1976



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Kaye M. Horton

Notary (or) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2251 Page 516, this 5th day of June, 1974, at 3:55 o'clock P. M.

Mary P. Leapher
J. P. COMMISSIONER, Register of Deeds
County Register of Deeds

NORTH CAROLINA

DECLARATION OF WENDY RIDGE CONDOMINIUM,
PHASE THREE - A DECLARATION OF INTENT TO
SUBMIT PROPERTY TO THE PROVISIONS OF
THE NORTH CAROLINA UNIT OWNERSHIP ACT

WAKE COUNTY

THIS DECLARATION, made on this the 3rd day of December, 1975, by JAMES W. REEVES and wife, SARAH B. REEVES, of Wake County, North Carolina, hereinafter known as the "Declarants", who do hereby declare:

(1) PREVIOUS DECLARATION; AMENDMENT. By Declaration of Wendy Ridge Condominium, Phase One, filed and recorded in Book 2225, Page 245, Wake County Registry, as amended by Amendments to Declaration of Wendy Ridge Condominium, Phase One, and Bylaws of Wendy Ridge Condominium Owners Association, recorded in Book 2251, Page 128, Wake County Registry, and by Declaration of Wendy Ridge Condominium, Phase Two, recorded in Book 2251, Page 510, Wake County Registry, the Declarants have submitted to unit ownership, pursuant to Chapter 47A of the North Carolina General Statutes, Phases One and Two of Wendy Ridge Condominium, shown upon those maps recorded in Book of Maps 1974, Volume 1, Page 86, and Book of Maps 1974, Volume 1, Page 233, both of Wake County Registry, which phases are a part of those lands shown on a map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry.

Pursuant to the provisions of Paragraph (1) of said Declaration of Phase One, as amended, the instant declaration is filed by Declarants to submit to unit ownership the rest and remainder of those lands shown on said map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry, which constitutes Phase Three of Wendy Ridge Condominium, hereinafter described, and to merge the common areas and facilities of Phase Three with the common areas and facilities of Phases One and Two.

All of the provisions of the Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended, are specifically incorporated by reference as if fully herein set out, except as amended or modified herein.

(2) SUBMISSION OF PROPERTY. In addition to those lands heretofore submitted to unit ownership by that Declaration of Wendy Ridge Condominium,

Phase One, recorded in Book 2225, Page 245, Wake County Registry, as amended, and by that Declaration of Wendy Ridge Condominium, Phase Two, recorded in Book 2251, Page 510, Wake County Registry, the Declarants hereby submit all the rest and remainder of the lands shown upon that map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry, 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 the 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 Wendy Ridge Condominium, Phase Three, as shown on that map by Sam Powell, R.L.S., dated November 18, 1975, and recorded in Book of Maps 1975, Volume III, Page 303, Wake County Registry.

(3) DESCRIPTION OF BUILDINGS. Paragraph (5) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended is hereby further amended and modified to read as follows:

"Ten (10) buildings are located on Properties designated as Phase One, Phase Two, and Phase Three of Wendy Ridge Condominium, as shown upon the architectural plans attached to that Declaration recorded in Book 2225, Page 245, Wake County Registry; and, as is shown on said plans, the buildings are designated Building No. 1, Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, Building No. 8, Building No. 9, and Building No. 10.

"Each building has two structural floors and an attic, but does not have a basement. The exterior construction of each building is primarily wood frame. The exterior walls are wood studs with 5/8" reverse board and batten southern yellow pine plywood siding. All exterior walls are insulated. The buildings have concrete footings with masonry foundation walls. The roofs are wood trussed rafters with plywood sheathing and asphalt shingle roofing, exterior

walls are finished wood, and windows are aluminium frames with acrylic finish. Carpents are constructed of the same material as the main buildings.

"The interior construction of each building is as follows:

"(a) Floors - The first floor consists of wood floor joists over crawl space in Buildings No. 1, 2, and 3, and concrete slab on grade in Buildings No. 4, 5, 6, 7, 8, 9, and 10. The second floor in all buildings consists of wood joists. The floor finish is ceramic tile in the baths, vinyl in the kitchen and pantry, and carpet in all other spaces.

"(b) Walls - All walls are finished sheetrock, except portions of the powder rooms, baths, dining rooms, kitchen and family rooms, which are vinyl wall covering over sheetrock.

"(c) Ceilings - All ceilings are finished sheetrock."

(4) DESCRIPTION OF UNITS. Paragraph (6) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended, is further amended and modified to read as follows:

"(a) There are 54 condominium units located within the Condominium, 18 units of which are located on the Property designated Phase One and shown on that map recorded in Book of Maps 1974, Volume 1, Page 86, Wake County Registry; 18 units of which are located on the Property designated Phase Two and shown on that map recorded in Book of Maps 1974, Volume 1, Page 233, Wake County Registry; and 18 units of which are located on the Property designated Phase Three and shown on that map recorded in Book of Maps 1975, Volume III, Page 303, Wake County Registry. Certain of the units, herein designated "Type 2", contain 1224 square feet of heated floor space, while others, herein designated "Type 3", contain 1537 square feet of heated floor space. Each unit occupies a portion of two floors of a building. The units are designated as follows:

"1. Building No. 1 contains four (4) units, designated as Units 1A3, 1B2, 1C2, and 1D3.

"2. Building No. 2 contains four (4) units, designated as Units 2A3, 2B2, 2C2, and 2D3.

*3. Building No. 3 contains four (4) units, designated as Units 3A2, 3B2, 3C2, and 3D2.

*4. Building No. 4 contains six (6) units, designated as Units 4A3, 4B2, 4C2, 4D2, 4E2, and 4F3.

*5. Building No. 5 contains six (6) units, designated as Units 5A3, 5B2, 5C2, 5D2, 5E2, and 5F3.

*6. Building No. 6 contains six (6) units, designated as Units 6A3, 6B2, 6C2, 6D2, 6E2, and 6F3.

*7. Building No. 7 contains six (6) units, designated as Units 7A3, 7B2, 7C2, 7D2, 7E2, and 7F3.

*8. Building No. 8 contains six (6) units, designated as Units 8A3, 8B2, 8C2, 8D2, 8E2, and 8F3.

*9. Building No. 9 contains six (6) units, designated as Units 9A3, 9B2, 9C2, 9D2, 9E2, and 9F3.

*10. Building No. 10 contains six (6) units, designated as Units 10A3, 10B2, 10C2, 10D2, 10E2, and 10F3.

*(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 Exhibit B. A further description of each unit is as follows:

UNIT TYPE	UNIT NOS.	NUMBER OF FLOORS: HEATED FLOOR AREA IN NET SQUARE FEET: AND NUMBER AND TYPE OF ROOMS
2	1B2, 1C2, 2B2, 2C2, 3A2, 3B2, 3C2, 3D2, 4B2, 4C2, 4D2, 4E2, 5B2, 5C2, 5D2, 5E2, 6B2, 6C2, 6D2, 6E2, 7B2, 7C2, 7D2, 7E2, 8B2, 8C2, 8D2, 8E2, 9B2, 9C2, 9D2, 9E2, 10B2, 10C2, 10D2, 10E2.	All Type 2 units have two (2) floors; contain 1224 net square feet of heated floor area; have an entry, powder room, stair, coat closet, mechanical room, pantry, kitchen, dining room and living room on the first floor; and have two (2) bedrooms and two (2) baths on the second floor.

3 1A3, 1D3, 2A3, 2D3,
4A3, 4F3, 5A3, 5F3,
6A3, 6F3, 7A3, 7F3,
8A3, 8F3, 9A3, 9F3,
10A3, 10F3.

All Type 3 units have two (2) floors; contain 1537 net square feet of heated floor area, have an entry, powder room, stair, coat closet, family room, hall, mechanical room, kitchen, dining room and living room on the first floor; and have three (3) bedrooms and two (2) baths on the second floor."

(5) COMMON AREAS AND FACILITIES. Subparagraph (a) of Paragraph (7) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended, is further amended and modified to read as follows:

"(a) The lands described in Paragraph (1) of the Declaration of Wendy Ridge Condominium, Phase One, recorded in Book 2225, Page 245, Wake County Registry, and shown on that map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry."

(6) LIMITED COMMON AREAS AND FACILITIES. Paragraph (8) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended, is further amended and modified to read as follows:

"(8) LIMITED COMMON AREAS AND FACILITIES. There is reserved to each unit an easement which shall be appurtenant to such unit, for the exclusive use (except as otherwise expressly provided herein) of a certain portion of the common areas and facilities, herein designated and referred to as the 'limited common areas and facilities'. Each of the limited common areas and facilities, and the unit to which their use is exclusively reserved, is described and designated as follows:

UNIT NUMBER

LIMITED COMMON AREAS AND FACILITIES
RESTRICTED TO USE OF UNIT

All units

The front stoop (covered) adjacent to the front entry of each unit, as shown on the architectural plans attached hereto as Exhibit B; the carport, storage and trash receptacle building located in front of each unit and not attached to said unit; the concrete drive and parking area between the carport building and the right-of-way of the private street used as a means of ingress and egress to the carport building; the three-foot concrete walk leading from the carport building to the entry of the respective unit; and the front yard area bounded by the respective unit, the carport building, and, on two sides, by a privacy wall (except for end units which are bounded on one side by an extension of the exterior wall unit line between the unit and the carport building), as shown on the architectural plans attached hereto as Exhibit B.

4B2, 4C2, 4D2, 4E2, 4F3, 5A3,
5B2, 5C2, 5D2, 5E2, 5F3, 6A3,
6B2, 6C2, 6D2, 6E2, 6F3, 7A3,
7B2, 7C2, 7D2, 7E2, 8A3, 8B2,
8C2, 8D2, 8E2, 8F3, 9A3, 9B2,
9C2, 9D2, 9E2, 9F3, 10A3, 10B2,
10C2, 10D2, 10E2, and 10F3.

The eight-foot by twelve-foot concrete patio attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B.

1A3, 1B2, 1C2, 1D3, 2A3, 2B2,
2C2, 2D3, 3A2, 3B2, 3C2, 3D2,
4A3, 7F3.

The eight-foot by twelve-foot sundeck attached to the building adjacent to the rear of each unit, as shown on the architectural plans hereto attached as Exhibit B."

(7) PERCENTAGE OF INTEREST. Paragraph (9)(a) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, as amended, is further amended and modified to read as follows:

"(a) The following is the percent of interest of each unit within Wendy Ridge Condominium in the common areas and facilities and the limited common areas and facilities, which interest is vested in fee simple absolute upon filing in the Wake County Registry of this Declaration of Wendy Ridge Condominium, Phase Three, inasmuch as Phase One, Phase Two, and Phase Three of the Condominium comprise all of the lands of the Declarants as described in Paragraph (1)(a) of that Declaration recorded in Book 2225, Page 245, Wake County Registry, and shown on a map recorded in Book of Maps 1974, Volume 1, Page 85, Wake County Registry:

<u>Unit No.</u>	<u>Percentage of Interest</u>
1A3	2.1428
1B2	1.7064
1C2	1.7064
1D3	2.1428
2A3	2.1428
2B2	1.7064
2C2	1.7064
2D3	2.1428
3A2	1.7064
3B2	1.7064
3C2	1.7064
3D2	1.7064
4A3	2.1428
4B2	1.7064
4C2	1.7064
4D2	1.7064
4E2	1.7064
4F3	2.1428
5A3	2.1428
5B2	1.7064
5C2	1.7064
5D2	1.7064
5E2	1.7064
5F3	2.1428

6A3	2.1428
6B2	1.7064
6C2	1.7064
6D2	1.7064
6E2	1.7064
6F3	2.1428
7A3	2.1428
7B2	1.7064
7C2	1.7064
7D2	1.7064
7E2	1.7064
7F3	2.1428
8A3	2.1428
8B2	1.7064
8C2	1.7064
8D2	1.7064
8E2	1.7064
8F3	2.1428
9A3	2.1428
9B2	1.7064
9C2	1.7064
9D2	1.7064
9E2	1.7064
9F3	2.1428
10A3	2.1428
10B2	1.7064
10C2	1.7064
10D2	1.7064
10E2	1.7064
10F3	2.1428"

(8) CONDOMINIUM UNIT OWNERS. All of the owners of units within the Condominium as of the date of this Declaration, and the designation of the unit owned by each such owner, are as follows:

<u>OWNER</u>	<u>UNIT OWNED</u>
Ernest Bell Ward and wife	1B2
William C. Cox and wife	1D3
William Ward Calhoun and wife	2D3
Charles Milton Holland	3C2
James T. Hale, Jr.	1C2
James Lewis Johnson and wife	1A3
Bruce Langsen	2A3
Jimmy Landon Murray and wife	3D2
William J. Moorhouse and wife	4F3
James Harold Daniel and wife	3A2

James Barry Carpenter and wife	5A3
Newton L. Simmons	5B2
James Ray Jackson and wife	7A3
Louisa Jane Pressley	6F3
Thad Eugene Harden and wife	7F3
Marland Orlando Webb, Jr.	7E2
Stephen P. Peeler and wife	4E2
Charles Isaac Barker, Jr., and wife	6C2
James W. Reeves and wife	All other units except the above.

IN WITNESS WHEREOF, the Declarants and James W. Reeves, as attorney-in-fact for all unit owners, acting pursuant to the authority vested in them under the provisions of that Declaration of Wendy Ridge Condominium, Phase One, recorded in Book 2225, Page 245, Wake County Registry, have hereunto affixed their names and seals all on the day and year first above written.

James W. Reeves (SEAL)
James W. Reeves, Declarant

Sarah B. Reeves (SEAL)
Sarah B. Reeves, Declarant

James W. Reeves (SEAL)
James W. Reeves, Attorney-in-Fact

NORTH CAROLINA
WAKE COUNTY

I, Kaye M. Horton, a Notary Public, do certify that James W. Reeves and Sarah B. Reeves, Declarants, and James W. Reeves as Attorney-in-Fact for all unit owners, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 3rd day of December,



Kaye M. Horton
Notary Public

My commission expires: 12/2, 1976

NORTH CAROLINA—WAKE COUNTY
The foregoing certificate of Kaye M. Horton

Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 2362, Page 437, This 3 day of Dec, 1975, at 3:40 o'clock P.
By *Alice J. Dear*
P. S. MCKENZIE, JR., Register of Deeds