

CREWS AND CROCKETT
LAWYERS
130 EAST PENNSYLVANIA AVENUE
SOUTHERN PINES, NORTH CAROLINA 28387

Brittany

BOOK 403 PAGE 512

NORTH CAROLINA

DECLARATION OF INTENTION TO SUBMIT PROPERTY TO THE NORTH CAROLINA UNIT OWNERSHIP ACT (CHAPTER 47A OF THE NORTH CAROLINA GENERAL STATUTES) - BRITTANY TOWNE HOUSE CONDOMINIUMS

MOORE COUNTY

THIS DECLARATION OF UNIT OWNERSHIP, made and executed this the 26th day of September, 19 75, by STUART R. PAINE and wife, BARBARA W. PAINE of Moore County, North Carolina, hereinafter called the "Declarants", pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, entitled the "Unit Ownership Act",

W I T N E S S E T H :

WHEREAS, the said Declarants are the owners in fee simple of certain real property located in the Village of Pinehurst, Moore County, North Carolina, hereinafter described on a survey plat labeled Exhibit A attached hereto and made a part hereof by incorporation, which said survey plat shall be filed in Unit Ownership File in the office of Register of Deeds; and

WHEREAS, the Declarants have improved said property by constructing thereon two two-story multi-family buildings, having no basements, and containing seven units each, with said multi-family buildings and the units which they contain being more particularly shown on a set of plans labeled "Exhibit B" and attached hereto and made a part hereof by incorporation (which said plans shall be removed by the Register of Deeds of Moore County, North Carolina, and filed in the Unit Ownership File in her office); and

WHEREAS, said Declarants desire and intend by the filing of this Declaration in the Office of the Register of Deeds of Moore County, North Carolina, to establish a plan of Unit Ownership, and to submit the property hereinafter described to the provisions of Chapter 47A of the General Statutes of North Carolina for the individual ownership of real property estates, consisting of the area of space contained in each of the condominium units together with exterior attachments thereto in said multi-family buildings, and the co-ownership by the individual and separate owners thereof, pursuant to the said Chapter 47A of the General Statutes of North Carolina, of all of the remaining real property which is hereinafter defined and referred to herein as the "Common Areas and Facilities" and "Limited Common Areas and Facilities";

*David Crockett
Recording
22.50
22.50*

(The terms used herein are intended to be used in accordance with the Unit Ownership Act of North Carolina and within the context of the terms as defined in the said Unit Ownership Act of North Carolina.)

NOW, THEREFORE, being the fee simple owners of all of that real estate located in the Village of Pinehurst, Moore County, North Carolina, and more particularly described in Exhibit A attached hereto and made a part hereof by incorporation,

Declarants do hereby make the following Declaration as to the provisions, covenants, restrictions, limitations, conditions, and uses to which the above-described real property and improvements thereon, consisting of two multi-family buildings together with the units therein and the appurtenances thereto, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on the said Declarants, their heirs, executors, administrators, successors, and assigns, and on all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns:

A. Said Declarants in order to establish a plan of condominium ownership the above-described property and improvements thereon, hereby covenant and agree that they hereby divide said property into the following separate freehold estates:

1. Fourteen (14) separate designated and legally described freehold estates, consisting of the space or area being the area or space contained in the perimeter walls of each of the fourteen (14) condominium units in said multi-family buildings, constructed on said property, said spaces be defined and referred to herein as "condominium units" as defined in North Carolina General Statutes 47A-3 (12) as amended, specifically including in each such unit, however, the interior walls, partitions, and fixtures, and the inner decorated or finished surfaces of the perimeter walls, floors, and the ceilings (including plaster, paint, wallpaper, etc.) and also specifically including the space occupied by said inner walls, partitions, and fixtures, and by said inner decorated or finished surfaces of said perimeter walls, floors, and ceilings, and also including patios, and front and rear entrances consisting of brick steps, stoops, and hand railings.

2. One (1) freehold estate consisting of the remaining portion of the real property as described and referred to herein as the "Common Areas and Facilities", which definition includes the multi-family buildings and the property upon which they are located as described herein, and specifically includes, but is not limited to, the land, rooves,

main walls, slabs, foundations, trees, and other plantings, walks, parking area, pipes, wires, conduits, telephone lines, lines for the transmission of electricity, water lines, and sewerage lines. The term "Common Areas and Facilities as used in this Declaration shall mean the entire tracts described herein upon which are located Brittany Towne House Condominiums, as shown on the plans filed for recording with the said Declaration, except the fourteen (14) separately designated condominium units as hereinabove described and referred to.

B. Certain parts of the Common Areas and Facilities as set out in A2 above are herein called and designated as "Limited Common Areas and Facilities" and are hereby set aside and are reserved for the exclusive use of certain units and such units shall have appurtenant thereto an exclusive easement for the use of such Limited Common Areas and Facilities. The Limited Common Areas and Facilities are as follows:

1. That certain land area to the front and rear of each unit designated on Exhibit A attached hereto and made a part hereof by incorporation as "Limited Common Area", including the air conditioning units, garbage receptacles and walks located therein, as delineated on the said survey plat, which is reserved for the use of each unit as designated.
2. The crawl way underneath each unit and the heating and air conditioning apparatus located therein.

C. For the purpose of this Declaration, the ownership of each condominium unit shall include the respective undivided interest in the Common Areas and Facilities specified and established in Paragraph F hereunder, in each condominium unit, together with the undivided interest appurtenant thereto as defined and hereinafter sometimes referred to as a "Family Unit".

D. The Common Areas and Facilities shall be for the use of all of the condominium units as hereinafter designated and shown on Exhibit A hereinabove referred to, subject to such restrictions as may be set out in the By-Laws or in any Rules and Regulations adopted pursuant thereto.

E. The individual condominium units hereby established, and which shall be individually conveyed by Declarant, are shown in detail on those certain plans prepared by Archie Royal Davis, Registered Architect, _____, which are attached hereto as Exhibit B (being seven sheets) and which are hereby incorporated by reference as a part of this said Paragraph E. Said plans fully and adequately depict not only

the location of the buildings on the land, but also the layout, location, ceiling and floor elevations, unit numbers and dimensions of units as actually built, and the areas and locations of the Common Areas and Facilities affording access to each unit. The multi-family buildings and the individual condominium units are further enumerated and described as follows:

The multi-family buildings are two-story brick veneer, and without basements. Each building contains approximately 10,080 square feet of unit space area which is subdivided into seven (7) dwelling units, each of which is supplied with water and electrical services. Walls, floors and ceilings are wood frame, and ceilings are acoustically finished sheetrock. All walls are five-eighths inch sheetrock.

Each unit containing approximately 1,440 square feet consists of a living room, dining room, half bath, center hall, foyer, kitchen, coat closet, kitchen closet, storage closet, patio, front and rear entrances consisting of brick steps, stoops, and hand railings, all located on the first floor or ground level; with two bedrooms, two baths, center hall, linen closet and two clothes closets in each bedroom on the second floor level. Each unit also contains stairs on the interior. The kitchens are each furnished with vinyl covered wood cabinets with formica counter tops, a double bowl stainless steel sink, an electric range with self-cleaning oven and lighted and vented hood and exhaust fan, electric refrigerator-freezer combination, and electric dishwasher and disposal. The kitchen closet contains a combination washer-dryer. Each first floor half bath contains a porcelain water closet, a pre-cast Corian vanity top and bowl, one free hanging mirror, a wooden vanity, a brass tissue holder, brass towel rack, brass soap dish and ceiling exhaust fan. Each living room contains a fireplace with blue stone face and raised hearth, with built-in bookshelves and cabinets. The first floor coat closet in each unit contains a hanging rod and shelf. Additionally in the first floor hall of each unit there is a golf club compartment, and card table, tray storage compartment. The first floor storage closets contain hot water heaters and central vacuum systems. Each second floor bathroom contains an electric built-in wall heater, wooden vanity, a pre-cast Corian vanity top and bowl, a full wall mirror, a porcelain water closet, a built-in wall medicine cabinet, a fiberglass one-piece tub and shower unit with a stainless steel shower rod, and shower curtains, an aluminium tissue holder and towel bars, and a ceiling exhaust fan. Each upstairs linen closet contains four wooden shelves. Each upstairs bedroom closet contains a hanging rod and shelves. The dining room, living room, coat closet, the stairs, the second floor bedrooms, second floor center hall, the linen closets and the bedroom closets in each unit are carpeted. The kitchen, half bath, first floor center hall foyer, storage closet, and second floor bathrooms in each unit are vinyl tile.

The ownership of condominium units shall include the ownership of all space within the interior finish of all exterior walls or party walls of said condominium units, with the perimeter of the face of all studs in exterior walls or the face of all masonry partitions, or studs of interior walls; and further from the tops of the floor joists on each floor to the bottom of the ceiling joints in each ceiling, (including the finish of any exposed beams or interior roof areas, together with all attachments thereto in any way related to

the operation of any condominium unit, as hereinbefore described and set out.

F. The unit designation of each condominium unit, its location, its dimensions, approximate area, number of rooms and Common Areas and Facilities to which it has access, and other data concerning its proper identification as set forth in said plans and survey plat attached hereto and made a part hereof, as referred to above, and the "Common Areas and Facilities" hereby declared and established, and which shall be conveyed with each respective condominium unit are as follows:

<u>Unit Number</u>	<u>Percentage of Undivided Interest</u>
14	7.143%
15	7.143%
16	7.143%
17	7.143%
18	7.143%
19	7.143%
20	7.143%
21	7.143%
22	7.143%
23	7.143%
24	7.143%
25	7.143%
26	7.143%
27	7.143%

The above respective undivided interest established and to be conveyed with the respective condominium units as indicated above cannot be changed, and said Declarants, their heirs and assigns, and grantees, covenant and agree that the undivided interest in the Common Areas and Facilities and the fee title to the respective condominium units conveyed therewith shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective condominium unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit.

The foregoing percentages of undivided interest in the Common Areas and Facilities have been arrived at pursuant to Section 47A-6(a) of the General Statutes of North Carolina.

G. The proportionate shares of the separate owners of the respective "Family Units" in the profits and common expenses in the "Common Areas and Facilities" as well as their proportionate representation for voting purposes in the Association of Unit Owners shall be the same percentage that the space included in each such family unit owns in the Common

Areas and Facilities.

H. Said Declarants and their heirs and assigns by this Declaration, and all future owners of the family units by their acceptance of their deeds, covenant and agree as follows:

1. That the "Common Areas and Facilities" shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That no unit may be divided, subdivided, or incorporated into any other unit for any reason or purpose whatsoever.
3. That no improvements, alterations, or changes are to be made to the exterior of the buildings or to any portion of the Common Areas and Facilities without the written consent of Declarants and the Association of Unit Owners. The Declarants agree to release their right to consent upon the sale of all condominium units covered by this Declaration.
4. That the condominium units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose, and no immoral, improper, offensive or unlawful use shall be made of any unit.
5. The owners of the respective condominium units shall not be deemed to own pipes, wires, conduits, or other public utility lines, or wires or outlets for cablevision, or electric and water meters, running through or located within said condominium units or which are attached to the exterior thereof, which are utilized for or serve one or more condominium units, except as tenants in common with the other family unit owners as heretofore provided in Paragraph F, and each condominium unit shall be subject to the easement for passage of same. Said owner, shall be deemed to own the walls and partitions which are contained in said owner's respective condominium unit and shall also be deemed to own the inner-decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and all other interior decorations.
6. The owners of the respective condominium units agree that if any portion of the common areas and facilities encroaches upon the condominium units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family buildings are partially or totally destroyed, and then rebuilt, the owners of condominium units agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist.
7. That an owner of a family unit shall automatically upon becoming the owner of a family unit or units be a member of the Brittany Towne House Condominiums Association of Unit Owners, hereinafter referred to as "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
8. That the owners of family units covenant and agree that the administration of the condominiums shall be in accordance with the provisions of this Declaration, and the By-Laws of the Association, which are made a part hereof and attached

hereto, and designated as Exhibit C and which shall be recorded in the Moore County Registry as a matter of public record, and such rules and regulations as may hereinafter be enacted pursuant to said By-Laws.

9. That each owner, tenant, or occupant of a family unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association, as lawfully adopted and amended from time to time, and failure to comply with any of such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

10. That this Declaration shall not be revoked or any of the provisions herein amended unless sixty-six and two-thirds per cent of the owners of the "family units" agree to such revocation or amendment by duly recorded instruments. However, and in no event shall any amendment or revocation affect the lien of a valid mortgage or deed of trust covering many of the units or the common areas as herein defined.

11. That no owner of a "family unit" may exempt himself from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the "Common Areas and Facilities", or by the abandonment of his "family unit".

12. The Declarants reserve unto themselves, their agents, employees, or business invitees, the right to go upon the lands described on Exhibit A heretofore referred to, for the purposes of sale, rental, repair and maintenance until all such units are sold, and Declarants further reserve unto themselves the right to place on the said premises, sale and rental signs until all such unit are sold.

13. Every owner and his guests, family members, tenants, invitees, employees, or agents shall have an easement of egress and ingress over and across the common area designated as "Parking Area" on the said Exhibit A attached hereto, which said "Parking Area" shall be used for the parking of passenger type automobiles except as otherwise permitted in the by-laws, and for entering and leaving the condominium project.

I. Section 47A22 ("liens for unpaid common expenses; recordation; priorities; foreclosure"), Section 47A23 ("liability of grantor and grantee of unit for unpaid common expenses"), Section 47A-24 ("insurance on property; right to insure units") and Section 47A-25, ("damage to or destruction of property; repair or restoration; partition sale on resolution not to restore") of the General Statutes of North Carolina are hereby incorporated by reference and made a part of this Declaration.

J. George R. Fisher, whose address is Barrett Lane, Village of Pinehurst, Moore County, North Carolina, 28374, is hereby designated as initial agent for the service of process pursuant to Section 47A-13(7) of the General Statutes of North Carolina. His appointment may be revoked and another agent appointed, in the manner provided in the by-laws.

K. In the event that any person, firm or corporation who owns a unit shall desire to sell such unit, then the said unit which such owner shall desire to sell shall first be offered for sale to Pinehurst, Incorporated according to the provisions of the Revised Town Plan of the Village of Pinehurst, North Carolina, as recorded in Deed Book 321 at page 156 of the Moore County Registry. In the event that no notice of intent to purchase is given by Pinehurst, Incorporated, according to the provisions of the Revised Town Plan of the Village of Pinehurst, or in the event that Pinehurst, Incorporated rejects the offer to sell the said condominium unit in writing to the unit owner, then the unit owner, desiring to sell such unit shall then offer the same for sale to the Board of Administrators at the same price and on the same terms under which the highest bona fide offer has been made to the owner for said unit. The owner desiring to sell a unit shall give the Board of Administrators written notice by registered mail, return receipt requested, of the owner's desire to sell such unit and shall further advise the Board of Administrators in said offer of the name and address of the person, firm or corporation making said highest bona fide offer as well as the amount and terms of said offer. The Board of Administrators shall have a period of twenty days after receipt of said written notice within which to exercise its option to purchase such unit at the same price and on the same terms as the highest bona fide offer and shall have an additional period of not less than twenty days within which to close the said transaction. The Board of Administrators may elect to purchase such unit on behalf of all of the remaining unit owners as a group or, if the remaining unit owners as a group do not wish to purchase such unit, then on behalf of any one or more individual unit owners. In the event the Board of Administrators shall elect to purchase a unit offered for sale on behalf of the remaining unit owners, the cost thereof shall be shared by the remaining unit owners in the same proportion as common area expenses, adjusted, however, to reflect the exclusion of the unit purchased; and any profit or loss realized upon the sale by the Board of a unit so acquired shall likewise be shared by the remaining unit owners. In the event that the Board of Administrators shall elect to purchase a unit offered for sale on behalf of any one or more in

dividual unit owners, then the cost thereof shall be shared by such purchasing unit owners in such proportion as they shall agree upon.

Should neither Pinehurst, Incorporated nor the Board of Administrators elect to exercise their respective options to purchase the said unit at the offered price and terms, then the owner of said unit shall have the right to sell said unit to the person, firm or corporation making such bona fide offer whose identity was revealed to Pinehurst, Incorporated and the Board of Administrators. Any sale of any unit by the owner to the person, firm or corporation making such offer shall be subject to all the terms, covenants, limitations and provisions of this Declaration, and all of the provisions of the said Revised Town Plan of the Village of Pinehurst, North Carolina.

In the event that the Board of Administrators shall elect to purchase a selling unit owner's unit as provided hereinabove, then the Board of Administrators, prior to "reselling" said unit so acquired to any other person, firm or corporation (other than the existing unit owner) shall first offer to sell such unit to Pinehurst, Incorporated (in the same manner and form as any other owner of a unit) and shall otherwise comply with all of the terms and provisions relating thereto as set forth above.

The Board of Administrators, upon the request of a selling unit owner, shall execute in recordable form an instrument indicating compliance with the terms and provisions of this Declaration by the selling owner.

The unit owner may not mortgage his unit or any interest therein without the approval of the Board of Administrators, except as to a first or second mortgage lien made to a bank, life insurance company, savings and loan association, or other lending institution, or an individual or individuals upon the purchase of a unit for the purpose of financing the purchase of the said unit. The Board may, and it is hereby authorized to impose reasonable conditions upon which approval as to any other mortgage shall be given. No unit owner may mortgage or otherwise encumber his unit or any interest therein unless such mortgage or encumbrance shall provide for written notice to the Board of Administrators in the event of a default under such mortgage

-10-

or other encumbrance and shall further provide for not less than ten days written notice to the Board of Administrators prior to any foreclosure under any such mortgage or other encumbrance. Each unit owner who shall mortgage or otherwise encumber his unit or any interest therein shall furnish to the Board of Administrators a copy of all such mortgages, deeds of trust or other instruments creating such encumbrance.

Any sale, voluntary transfer, conveyance, lease or mortgage which is not authorized by the terms of this Declaration or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided by certificates of the Board of Administrators duly recorded in the recording office where this Declaration is recorded.

Any owner may give, devise or bequeath his interest in any unit to his spouse, his parents, or to any lineal descendants, including adopted children, or to a corporation, all classes of stock of which are more than 80% owned by such owner, his spouse, and his lineal descendants, without the prior written consent of the Board of Administrators. In the event that any owner of a unit shall desire to give, devise or bequeath any interest in a unit to a person, firm or corporation other than the parties hereinabove specifically enumerated then such transaction shall, for purposes of this Declaration be treated as a sale and shall be subject to the foregoing provisions of this Section number K except that for the purposes of the options provided therein to the Board of Administrators or Pinehurst, Incorporated the price for the unit which the owner desires to give, devise or bequeath to a party other than specifically enumerated above shall be such as shall be agreed upon by such owner so desiring to give, devise or bequeath such property and Board of Administrators or Pinehurst, Incorporated (as the case may be). In the event that such owner and Board of Administrators or Pinehurst, Incorporated (as the case may be) are unable to agree upon a value, then such owner so desiring to give, devise or bequeath such property, or the personal representative of a deceased owner, as applicable, shall appoint one appraiser, the Board of Administrators shall appoint one appraiser and Pinehurst, Incorporated shall have the option to appoint one appraiser and any decision of the

majority of said appraisers as to the value of such property involved shall be conclusive and binding upon all parties for the purposes of this Agreement and payment for such property shall be made on such terms and conditions (including terms of payment) as the parties shall agree to, and in cash if the parties cannot agree as to such terms and conditions.

L. Notwithstanding anything to the contrary contained herein, Declarants shall not be liable for "common expenses" as that term is used in the Unit Ownership Act of North Carolina, and as it is set forth in this Declaration and the By-Laws adopted pursuant hereto in the same percentages as other unit owners as to the Declarants remaining, unsold units and common areas and facilities, except to the extent that Declarant shall be liable for common expenses for the purposes of making up any deficits after the other unit owners have been assessed for common expenses pursuant to this Declaration and the By-Laws.

M. The following exhibits are attached hereto and made a part of this Declaration:

- Exhibit A. Survey of description showing the location thereon of the multi-family buildings known as Brittany Towne House Condominiums as prepared by C. H. Blue, Registered Surveyor.
- Exhibit B. Plans of Brittany Towne House Condominiums consisting of seven sheets.
- Exhibit C. By-Laws of Brittany Towne House Condominiums
- Exhibit D. Description of Brittany Towne House Condominiums.

When this Declaration is recorded, Exhibits A and B will be recorded in the Unit Ownership Book and Exhibits C and D will be recorded in the Deed Books with this said Declaration, all in the Office of the Register of Deeds of Moore County, Carthage, North Carolina.

N. 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.

O. 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.

P. 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.

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

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals on this the 30th day of JANUARY, 1976.

DECLARANTS

Stuart R. Paine (SEAL)

STUART R. PAINE, DECLARANT

Barbara W. Paine (SEAL)

BARBARA W. PAINE, DECLARANT

NORTH CAROLINA

MOORE COUNTY

I, Kathleen S. Smith, Notary Public in and for said county and state, do hereby certify that STUART R. PAINE and wife, BARBARA W. PAINE, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Unit Ownership, for the purposes therein expressed.

Witness my hand and notarial seal this 30th day of January, 1976.

Kathleen S. Smith

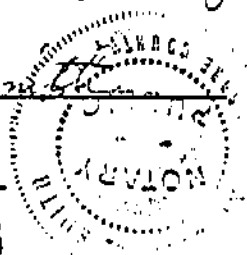
Notary Public

My commission expires: 10-31-78 BOOK 403 PAGE 512

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** SEE PLANS AND SPECIFICATIONS IN UNIT OWNERSHIP BOOK 6 page 46-53

GRIER GILMORE REGISTER OF DEEDS MOORE COUNTY, N.C.



Mary R. Phillips Assistant

NORTH CAROLINA
the Notary Public in and for
Kathleen S. Smith, Notary Public
Moore
STATE OF N. C. January 30, 19 76
correct 1015 Grier Gilmore
Register of Deeds

EXHIBIT D

Description of Brittany Towne House Condominiums Property

Located in the Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, and Beginning at a concrete monument in the northeasterly line of Palmetto Road, the common corner of Lots Numbers 1600 and 1601 and running thence North 51 degrees 17 minutes East 193.3 feet to a concrete monument in the common line of Lots Numbers 1600 and 1601; running thence North 40 degrees 48 minutes West 119.81 feet to a concrete monument in the common line of Lots Numbers 1601 and 1602; running thence North 41 degrees 02 minutes West 119.19 feet to a marker in the common line of Lots Number 1602 and 1603; running thence South 55 degrees 09 minutes West 206.2 feet to a concrete monument in the northeasterly line of Palmetto Road, a common corner of Lots Numbers 1602 and 1603; running thence South 40 degrees 31 minutes East 144.37 feet to a concrete monument in the northern line of Palmetto Road, a common corner of Lots Numbers 1601 and 1602; running thence South 47 degrees 37 minutes East 109.8 feet to the point of Beginning, according to that certain survey plat entitled "Brittany Towne House Condominiums, property of Stuart R. Paine and wife, Barbara W. Paine" Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, dated September 26, 1975, and prepared by C. H. Blue and Associates, Southern Pines, N. C.

For title references see Deed Book 133 at page 122, Deed Book 327 at page 01, Deed Book 284 at page 180, and Deed Book 320 at page 22, all in the Moore County Registry.

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GRIER GILMORE
REGISTER OF DEEDS
MOORE COUNTY, N.C.

APR 15 9 04 AM '82

BOOK 488
FILED 171

STATE OF NORTH CAROLINA
COUNTY OF MOORE

AMENDMENT TO THE DECLARATION OF
INTENTION TO SUBMIT PROPERTY TO THE
NORTH CAROLINA UNIT OWNERSHIP ACT
(CHAPTER 47A OF THE NORTH CAROLINA
GENERAL STATUTES) - BRITTANY TOWNE
HOUSE CONDOMINIUMS

THIS AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP
made and executed this 14th day of April, 1982, by
MILLARD L. HALL and wife, HELEN L. HALL; WILLIAM V. HAYES
and wife, MARGARET D. HAYES; JAMES D. WHITE and wife, DELORES
R. WHITE; BARBARA GOODE WHIPKEY; unmarried; ROBERT T. GREEN
and wife, DOROTHY T. GREEN; RAYMOND W. PYLE and wife, CLAUDIA
F. PYLE; KATHERINE F. JOHNSON; unmarried; MARION W. RUSSELL;
unmarried; CHARLES A. FIELDS and wife, EDNA J. FIELDS;
ANSLEY MANGET CHATHAM; married; CATHERINE L. DOOLITTLE;
unmarried; PAUL W. BURDICK and wife, ESTHER G. BURDICK; ROBERT
W. TEYRO and wife, VIRGINIA L. TEYRO; and JACQUELIN B. HAWKINS;
unmarried; being all of the owners of Units in the Brittany
Towne House Condominiums, pursuant to the provisions of
Chapter 47A of the North Carolina General Statutes, entitled
the "Unit Ownership Act",

W I T N E S S E T H :

WHEREAS, under the provisions of the Revised Town Plan
for the Village of Pinehurst, North Carolina, as recorded in
Deed Book 321 at Page 156 in the Office of the Register of
Deeds for Moore County, Pinehurst, Incorporated is granted
the "first right of refusal" of the sale of any lot or parcel
of land within the Village of Pinehurst which is "subject
to the provisions of /the/ Revised Town Plan;" and

WHEREAS, this "first right of refusal" granted to
Pinehurst, Incorporated is also a part of the Declaration of
Unit Ownership which is applicable to and governs the use
and enjoyment of and transfer of the units in that real
property development known as Brittany Towne House Condominiums
in the Village of Pinehurst, North Carolina, said Declaration
being filed in Deed Book 403 at Page 512 in the Office of the
Register of Deeds for Moore County; and

JOSEPH R. MORRIS, JR. - ATTORNEY AT LAW, POST OFFICE BOX 1987, PINEHURST, NORTH CAROLINA 28374

TAX ACCRUALS _____
RECORDING _____
STAMP _____
TOTAL _____
15.50 pd.

Mail → Suzanne Carter
Box 83
Pinehurst, NC.

COPY

WHEREAS, it is the desire of the owners of the real property and improvements located thereon in the Brittany Towne House Condominiums to amend the Declaration applicable to the Brittany Towne House Condominiums to delete the requirements that owners must submit property to Pinehurst, Incorporated prior to the sale or transfer thereof; and

WHEREAS, Pinehurst, Incorporated is also desirous to waive the requirement that owners of units in the Brittany Towne House Condominiums must submit property to Pinehurst, Incorporated prior to the sale thereof.

NOW, THEREFORE, the undersigned, being all of the fee simple owners of all of that real estate located in the Village of Pinehurst, Moore County, North Carolina, and more particularly described on "Exhibit A" attached hereto and made a part hereof by incorporation herein, do hereby amend the Declaration of Unit Ownership applicable to the real property described hereinabove by deleting therefrom Paragraph K thereof in its entirety and substituting therefor the following:

K. In the event that any person, firm or corporation who own a unit shall desire to sell such unit, then the unit owners desiring to sell such unit shall offer the same for sale to the Board of Administrators at the same price and on the same terms under which the highest bona fide offer has been made to the owner for said unit. The owner desiring to sell a unit shall give the Board of Administrators written notice by registered mail, return receipt requested, of the owner's desire to sell such unit and shall further advise the Board of Administrators in said offer of the name and address of the person, firm or corporation making said highest bona fide offer as well as the amount and terms of said offer. The Board of Administrators shall have a period of twenty days after receipt of said written notice within which to exercise its option to purchase such unit at the same price and on the same terms as the highest bona fide offer and shall have an additional period of not less than twenty days within which to close the said transaction. The Board of Administrators may elect to purchase such unit on

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behalf of all of the remaining unit owners as a group or, if the remaining unit owners do not wish to purchase such unit, then on behalf of any one or more individual unit owners. In the event the Board of Administrators shall elect to purchase of unit offered for sale on behalf of the remaining unit owners, the cost thereof shall be shared by the remaining unit owners in the same proportion as common area expenses, adjusted, however, to reflect the exclusion of the unit purchased; and any profit or loss realized upon the sale by the Board of a unit so acquired shall likewise be shared by the remaining unit owners. In the event that the Board of Administrators shall elect to purchase a unit offered for sale on behalf of any one or more individual unit owners, then the cost thereof shall be shared by such purchasing unit owners in such proportion as they shall agree upon.

Should the Board of Administrators elect not to exercise their option to purchase the said unit at the offered price and terms, then the owner of said unit shall have the right to sell said unit to the person, firm or corporation making such bona fide offer whose identity was revealed to the Board of Administrators. Any sale of any unit by the owner to the person, firm or corporation making such offer shall be subject to all the terms, covenants, limitations and provisions of this Declaration, and all of the provisions of the said Revised Town Plan of the Village of Pinehurst, North Carolina.

The Board of Administrators, upon the request of a selling unit owner, shall execute in recordable form an instrument indicating compliance with the terms and provisions of this Declaration by the selling owner.

The unit owner may not mortgage his unit or any interest therein without the approval of the Board of Administrators, except as to a first or second mortgage lien made to a bank, life insurance company, savings and loan association, or other lending institution, or an individual or individuals upon the purchase of a unit for the purpose of financing the purchase of said unit. The Board may, and it is hereby authorized to

impose reasonable conditions upon which approval as to any other mortgage shall be given, No unit owner may mortgage or otherwise encumber his unit or any interest therein unless such mortgage or encumbrance shall provide for written notice to the Board of Administrators in the event of a default under such mortgage or other encumbrance and shall further provide for not less than ten days written notice to the Board of Administrators prior to any foreclosure under any such mortgage or other encumbrance. Each unit owner who shall mortgage or otherwise encumber his unit or any interest therein shall furnish to the Board of Administrators a copy of all such mortgages, deeds of trust or other instruments creating such encumbrance.

Any sale, voluntary transfer, conveyance, lease or mortgage which is not authorized by the terms of this Declaration or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided by certificates of the Board of Administrators duly recorded in the recording office where this Declaration is recorded.

Any owner may give, devise or bequeath his interest in any unit to his spouse, his parents, or to any lineal descendants, including adopted children, or to a corporation, all classes of stock of which are more than 80% owned by such owner, his spouse and his lineal descendants, without the prior written consent of the Board of Administrators. In the event that any owner of a unit shall desire to give, devise or bequeath any interest in a unit to a person, firm or corporation other than the parties hereinabove specifically enumerated then such transaction shall be subject to the foregoing provisions of this Section Number K except that for the purposes of the option provided therein to the Board of Administrators the price for the unit which the owner desires to give, devise or bequeath to a party other than specifically enumerated above shall be such as shall be agreed upon by such owner so desiring to give, devise or bequeath such property and Board of Administrators. In the event that such owner and the Board of Administrators are unable to agree upon a value, then such owner so desiring to give, devise or bequeath

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such property, or the personal representative of a deceased owner, as applicable, shall appoint one appraiser. The appraiser appointed by the owner, or the personal representative of a deceased owner, as applicable, and the appraiser appointed by the Board of Administrators shall select a third appraiser. Any decision of the majority of said appraisers as to the value of such property involved shall be conclusive and binding upon all parties for the purposes of this Agreement and payment for such property shall be made on such terms and conditions (including terms of payment) as the parties shall agree to, and in cash if the parties cannot agree as to such terms and conditions.

Pinehurst, Incorporated joins in the execution of this Amendment to the Declaration of Unit Ownership for the Brittany Towne House Condominiums to evidence its waiver of the right of refusal granted under the provisions of the Revised Town Plan and the original Declaration of Unit Ownership. However, this joinder by Pinehurst, Incorporated shall not imply and does not imply that Pinehurst, Incorporated has approved the legal sufficiency of this Amendment.

IN WITNESS WHEREOF, the owners of the fee simple interest of units of Brittany Towne House Condominiums have set their hands and seals and Pinehurst, Incorporated has caused this document to be executed by its duly authorized officers and its corporate seal affixed hereto, the day and year first above written.

JOSEPH R. MONROE, JR. • ATTORNEY AT LAW, POST OFFICE BOX 1897, PINEHURST, NORTH CAROLINA 28134

Millard L. Hall (SEAL)
Millard L. Hall

John L. Hall (SEAL)
John L. Hall

William V. Hayes (SEAL)
William V. Hayes

Margaret D. Hayes (SEAL)
Margaret D. Hayes

Deceased (SEAL)
James D. White, Jr.

Dolores R. White (SEAL)
Dolores R. White

Barbara Goode Whipkey (SEAL)
Barbara Goode Whipkey

Robert T. Green (SEAL)
Robert T. Green

Donothy T. Green (SEAL)
Donothy T. Green

Raymond W. Pyle (SEAL)
Raymond W. Pyle

Claudia F. Pyle (SEAL)
Claudia F. Pyle

Katherine F. Johnson (SEAL)
Katherine F. Johnson

Marion W. Russell (SEAL)
Marion W. Russell

Charles A. Fields (SEAL)
Charles A. Fields

Edna J. Fields (SEAL)
Edna J. Fields

Ansley Mangot Chatham (SEAL)
Ansley Mangot Chatham

Catherine L. Doolittle (SEAL)
Catherine L. Doolittle

Paul W. Burdick (SEAL)
Paul W. Burdick

Esther G. Burdick (SEAL)
Esther G. Burdick

Robert W. Teyro (SEAL)
Robert W. Teyro

Virginia L. Teyro (SEAL)
Virginia L. Teyro

Jacquelin B. Hawkins (SEAL)
Jacquelin B. Hawkins

JOSEPH R. MONROE, JR. - ATTORNEY AT LAW, POST OFFICE BOX 1897, PINELAKE, NORTH CAROLINA 28378

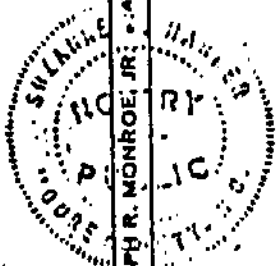
STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Suzanne H. Harper, Notary Public, do hereby certify that MILLARD L. HALL and wife, HELEN L. HALL; WILLIAM V. HAYES and wife, MARGARET D. HAYES; JAMES D. WHITE and wife, DELORES R. WHITE; BARBARA GOODE WHIPKEY; unmarried; ROBERT T. GREEN and wife, DOROTHY T. GREEN; RAYMOND W. PYLE and wife, CLAUDIA F. PYLE; KATHERINE F. JOHNSON; unmarried; MARION W. RUSSELL; unmarried; CHARLES A. FIELDS and wife, EDNA J. FIELDS; ANSLEY MANGET CHATHAM; unmarried; CATHERINE L. DOOLITTLE; unmarried; PAUL W. BURDICK and wife, ESTHER G. BURDICK; ROBERT W. TEYRO and wife, VIRIGINA L. TEYRO; and JACQUELIN B. HAWKINS; unmarried; personally appeared before me this day and acknowledged the due execution of the Declaration of Unit Ownership.

Witness my hand and notarial seal, this 14th day of April, 1982.

Suzanne H. Harper
Notary Public

My Commission Expires:
November 8, 1986



JOSEPH R. MONROE, JR., ATTORNEY AT LAW, POST OFFICE BOX 1887, PINEHURST, NORTH CAROLINA 28374

NORTH CAROLINA - MOORE COUNTY

The foregoing for annexed certificate of

Suzanne H. Harper Notary Public

Moore

STATE OF N.C. is certified to be

the 14th day of April 1982

Mary K. Phillips
Assistant

Mary K. Phillips
Assistant

EXHIBIT A

Description of Brittany Towne House Condominiums Property

Located in the Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, and Beginning at a concrete monument in the northeasterly line of Palmetto Road, the common corner of Lots Numbers 1600 and 1601 and running thence North 51 degrees 17 minutes East 193.3 feet to a concrete monument in the common line of Lots Numbers 1600 and 1601; running thence North 40 degrees 48 minutes West 119.81 feet to a concrete monument in the common line of Lots Numbers 1601 and 1602; running thence North 41 degrees 02 minutes West 119.19 feet to a marker in the common line of Lots Number 1602 and 1603; running thence South 55 degrees 09 minutes West 206.2 feet to a concrete monument in the northeasterly line of Palmetto Road, a common corner of Lots Numbers 1602 and 1603; running thence South 40 degrees 31 minutes East 144.37 feet to a concrete monument in the northern line of Palmetto Road, a common corner of Lots Numbers 1601 and 1602; running thence South 47 degrees 37 minutes East 109.8 feet to the point of Beginning, according to that certain survey plat entitled "Brittany Towne House Condominiums, property of Stuart R. Paine and wife, Barbara W. Paine" Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, dated September 26, 1975, and prepared by C.H. Blue and Associates, Southern Pines, N.C.

For title references see Deed Book 133 at Page 122, Deed Book 327 at Page 01, Deed Book 284 at Page 180, and Deed Book 320 at Page 22, all in the Moore County Registry.