

Declaration of Condominium
Under the Provisions of Chapter 47C of the General Statutes
of the State of North Carolina, and
Covenants, Conditions and Restrictions
of
SPRING FOREST

This Declaration, made this 19 day of September,
1994, by WILLIAM E. DANSEY, Jr. ("Developer" or "Declarant"),
pursuant to the North Carolina Condominium Act;

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain
real estate situated in or near the City of Greenville, County of
Pitt and State of North Carolina, legally described on Exhibit
"A", together with all buildings and improvements now or
hereafter constructed or located thereon, and all rights,
privileges, easements and appurtenances belonging to or in any
way pertaining to said real estate; and

WHEREAS, Developer desires to submit all of said property to
the Act.

NOW, THEREFORE, Developer, as the owner of said property,
hereby declares as follows:

ARTICLE I
Definitions

Definitions. As used herein, the following words and terms
shall have the following meanings:

1.1. Act. The North Carolina Condominium Act, Chapter 47C,
of the North Carolina General Statutes.

1.2. Additional Real Estate. The real estate described in
Exhibit "A-1" together with all buildings and improvements now or
hereafter constructed or located thereon, and all rights,
privileges, easements and appurtenances belonging to or in any
way pertaining to said real estate.

1.3. Association. SPRING FOREST CONDOMINIUMS HOMEOWNERS'
ASSOCIATION, INC., a nonprofit corporation organized under the
laws of the State of North Carolina.

1.4. Board. The Board of Directors of the Association.

1.5. Bylaws. The Bylaws of the association, which are
hereby incorporated herein and made a part hereof by this
reference.

GBD\CONDO\SPRINGF.DC2 (revised) 1

See Instrument recorded
in Book 1369 Page 558

See Instrument recorded
in Book 1219 Page 640

See Instrument recorded
in Book 602 Page 106

See Instrument recorded
in Book 698 Page 438

See Instrument recorded
in Book 763 Page 65

See Instrument recorded
in Book 811 Page 652

See Instrument recorded
in Book 937 Page 31

See Instrument recorded
in Book 953 Page 119

See Instrument recorded
in Book 1313 Page 455

GREENVILLE, N. C. 27835-0886
ATTORNEYS AT LAW
MATTOX, DAVIS & BARNHILL, P.A.

BOOK 570 PAGE 88

1.6. Common Element. All portions of the condominium except the units. Limited common elements are common elements.

1.7. Common Expenses. Expenditures made or liabilities incurred by, or on behalf of, the association, together with any allocations to reserves.

1.8. Condominium. The condominium created by this Declaration.

1.9. Declarant. Developer and (i) any other person who has executed this Declaration or who hereafter executes an amendment to this Declaration to add additional real estate, except security holders and except persons whose interests in the property will not be conveyed to unit owners; and (ii) any person who succeeds to any special declarant rights pursuant to Section 3-104 of the Act.

1.10. Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a unit to a unit owner other than a declarant; or (ii) the date upon which declarant surrenders control of the condominium; or (iii) one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the units (including units which may be created pursuant to special declarant rights) to unit owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer units for sale in the ordinary course of business; or (v) two (2) years after any development right to add new units was last exercised.

1.11. First Mortgage and First Mortgagees. A first mortgage is a mortgagee or deed of trust which has been recorded so as to give constructive notice thereof and which is a first lien on the units described therein. A first mortgagee is the holder, from time to time, of a first mortgage as shown by the records of the office in which the first mortgage is recorded, including a purchaser at foreclosure sale upon foreclosure of a first mortgage after expiration of the mortgagor's period of redemption. If there be more than one holder of a first mortgage, they shall be considered as, and act as, one first mortgage for all purposes under this Declaration and the Bylaws.

1.12. Floor Plans. The floor plans of the condominium recorded with, and by the act made a part of, this Declaration, as the same may hereafter be amended.

1.13. Limited Common Elements. Those portions of the common elements allocated by operation of Section 2-102(2) or (4) of the Act for the exclusive use of one or more, but fewer than all, of the units and also any limited common elements specifically allocated to units on Exhibit "B".

1.14. Occupant. Any person or persons in possession of a unit, including unit owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees.

1.15. Person. A natural person, corporation, partnership, trust or other entity, or any combination thereof.

1.16. Property. The real estate described on Exhibit "A" and the real estate described on Exhibit "A-1", if added by declarant pursuant hereto, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.17. Security for an Obligation. The vendor's interest in a contract for deed, mortgagee's interest in a mortgage, trustee's interest in a deed of trust, purchaser's interest under a sheriff's sale during the period of redemption, or the holder's interest in a lien.

1.18. Security Holder. Any person owing a security for an obligation in a unit.

1.19. Special Declarant Rights. The rights reserved herein and in the Bylaws for the benefit of a declarant, including all rights stated in Section 1-103(23) of the Act including, not by way of limitation, the following: to complete the improvements indicated on the floor plans; to maintain sales offices, management offices, models and signs advertising the condominium; to use easements through the common elements; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the units to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the units to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; to use recreational facilities for the benefit of owners, lessees or invitees of (i) any person residing in the area described on Exhibit "A-1" or (ii) any prospective purchaser of a unit lying within the areas described on Exhibit "A" or Exhibit "A-1" or (iii) declarant, (subject in each case to reasonable use fees to be set by the Board); and to add additional real estate. Declarant shall have no right to subdivide or convert units owned by declarant.

1.20. Unit. A portion of the condominium, whether or not contained solely or partially within a building, together with

BOOK 570 PAGE 90

its percentage of undivided interest in the common elements as set forth on Exhibit "C". Each unit is designated and delineated on the floor plans.

1.21. Unit Boundaries. The boundaries of each unit, both as to vertical and horizontal planes, as shown on the floor plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all panelling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

1.22. Unit Owner. The person or persons, including the declarant, owning a unit in fee simple.

1.23. Other Definitions. The definitions as contained in the Act, including Section 1-103, which are not in conflict with the foregoing definitions have the meanings as stated in the Act.

ARTICLE II

Submission of Property to the Act

2.1. Submission. Developer hereby submits the property to the Act.

2.2. Name. The property shall hereafter be known as the SPRING FOREST, a Condominium.

2.3. Division of Property into Separately Owned Units. Developer, pursuant to the Act, and to establish a plan of condominium ownership for the condominium, does hereby divide the property described on Exhibit "A" into a maximum of sixteen (16) units and does hereby designate all such units for separate ownership, subject, however, to the provisions of Section 2.4 hereof.

2.4. Alterations of Units. Subject to the provisions of the Bylaws, a unit may be altered pursuant to the provisions of Section 2-111 of the Act.

2.5. Limited Common Elements. The limited common elements serving or designated to serve each unit hereby allocated solely and exclusively to each unit. In addition to those defined in Section 1.13, limited common elements include those set forth on Exhibit "B" and are hereby allocated to units as shown on Exhibit "B".

2.6. Unit Allocations. The allocations to each unit of a

CHATELAIN N. C. 27832-0666

Attorneys at Law

MATTHEW DAVIS & BARNHILL, P.A.

percentage of undivided interest in the common elements, of votes in the association, and of a percentage of the common expenses, are as stated on Exhibit "C". The votes in the association are allocated to all units as stated on Exhibit "C".

2.7. Encumbrances. The liens, defects and encumbrances on the property to which the rights of the unit owners and occupants are hereby made subject are set out on Exhibit "D".

2.8. Reservation of Special Declarant Rights. Declarant hereby reserves all special declarant rights as herein stated and as further defined by the Act and specifically stated in Section 1-103(23) of the Act.

ARTICLE III
Additional Real Estate

3.1. Declarant's Rights to Add Additional Real Estate.

Declarant expressly reserves the right to add additional real estate to the condominium. All or part of the additional real estate identified and described on Exhibit "A-1" may be added to the condominium at different times, but no assurances are made in regard to the order in which such portions may be added. Declarant shall have no duty or obligation of any kind to add any or all of the additional real estate. The method of adding the additional real estate to the condominium shall be pursuant to Section 2-110 of the Act.

3.2. Maximum Number of Additional Units; Units Restricted to Residential Use. The maximum number of additional units that may be created within the additional real estate is subject to the City of Greenville Land Use Intensity System. All of such units will be restricted to multi-family use.

3.3. Compatibility of Style, Etc. Any buildings and units that may be erected upon the additional real estate or a portion thereof will be compatible with the other buildings and units in the condominium in terms of architectural style, quality of construction, principal materials employed in construction, and size.

3.4. Applicability of Restrictions, Etc. All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of units will apply to any and all additional units that may be created within the additional real estate.

3.5. Other Improvements and Common Elements. In addition to the buildings and units that may be erected upon the additional real estate or a portion thereof, the other improvements and common elements that may be made or created upon or within the additional real estate, or each portion thereof which may be added to the condominium, will be generally similar

BOOK 570 PAGE 92

in quality and quantity to the improvements and common elements located in the condominium.

3.6. Applicability of Assurances if Additional Real Estate Not Added. The assurances made in this Article III will not apply with respect to any additional real estate that is not added to the condominium.

**ARTICLE IV
Easements**

4.1. Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the property, any part of the common elements now or hereafter encroaches upon any part of the unit, or any part of any unit now or hereafter encroaches upon any part of the common elements, or upon any part of another unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the common elements or units so encroached upon.

4.2. Easements Through Walls. Easements are hereby declared and granted to the association and to such persons as are authorized by the association to install, maintain, repair, and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the units, whether or not such walls lie in whole or in part within the boundaries of any unit.

4.3. Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a unit owner, the association, the Board, or any other person is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted. The Association shall have the right to grant utility easements under, through or over the common elements to the extent such easements are reasonably necessary to the ongoing development and operation of the project.

4.4. Declarant's Easement. Declarant hereby reserves such easement through the common elements as may be reasonably necessary (but only if such is otherwise not reasonably available) for the purposes of discharging its obligations, exercising special declarant rights, and completing the

development and construction of the condominium, which easements shall exist as long as reasonably necessary for such purposes. Declarant shall have a duty to restore any property damaged by use of such easement rights.

4.5. Easements to Run with Land. All easements and rights described in this Article IV are appurtenant easements running with the Land and, except as otherwise expressly provided in this Article IV, shall be perpetually in full force and effect and shall inure to the benefit of and be binding upon declarant, the association, unit owners, occupants, security holders and any other person having any interest in the condominium or any part of any thereof. The condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article IV, whether or not specifically mentioned in any such conveyance or encumbrance.

4.6. Cable Television Easement. Declarant may elect to negotiate a cable television wiring agreement which would provide cable TV to all units with an easement for installing and maintaining a line connecting the cable television wires located in the buildings to the system of SPRING FOREST. Any such agreement would be entered into by Declarant and/or the association.

ARTICLE V Restrictions, Conditions and Covenants

5.1. Compliance with Declaration, Bylaws and Rules and Regulations. Each unit owner and occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the association, and rules and regulations promulgated by the Board or the association, as amended. Failure to comply shall be grounds for an action by the association, an aggrieved unit owner, or any person adversely affected, for recovery of damages, injunction or other relief.

5.2. Administration of Condominium. The condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

5.3. Use Restricted; Use by Declarant.

(a) The units shall be occupied and used by unit owners and occupants for residential purposes only.

(b) No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any unit owner or occupant on any part of the condominium without the prior written consent of the Board or as provided for by the rules and regulations promulgated from time to time by the Board or the association or in the Bylaws.

BOOK 570 PAGE 94

(c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, declarant may maintain sales offices for sales of units in the condominium and models for the purpose of demonstrating units to be sold. Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the condominium until all of the units have been conveyed to a unit owner other than declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models. The total number of such offices or models maintained at any time by a declarant shall not exceed two (2) sales offices and four (4) models, and the size of any such originally established or relocated or reestablished office or models shall not exceed the size of the largest unit in the condominium.

(d) Declarant also may maintain signs on the common elements advertising the condominium until all of the units have been conveyed to unit owners other than declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the units have been conveyed to unit owners other than declarant and shall repair or pay for the repair of all damage done by removal of such signs.

(e) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, the association may maintain an office in the condominium for management of the condominium.

5.4. Hazardous Use and Waste. Nothing shall be done to or kept in any unit or the common elements that will increase any rate of insurance maintained with respect to the condominium without prior written consent of the Board. No unit owner or occupant shall permit anything to be done to or kept in his unit or the common elements that will result in the cancellation of insurance maintained with respect to the condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to or in his unit or the common elements.

5.5. Alterations of Common Elements. No unit owner or occupant, except declarant during declarant control period, shall alter, construct anything upon, or remove anything from, the common elements, or paint, decorate, landscape or adorn any portion of the common elements without prior written consent of the Board.

5.6. Nuisance. No noxious or offensive activity shall be conducted upon any unit or in the common elements nor shall anything be done thereon which may or may become an annoyance or

nuisance to the unit owner.

BOOK 570 PAGE 95

5.7. Outside Antennas. Outside radio or television antennas or other similar reception devices (including satellite discs) may be permitted at the sole discretion of the Board and subject to the rules and regulations adopted by the Board.

5.8. Prohibition of Renting for Transient or Hotel Purposes; Leases. No unit owner shall rent his unit for transient or hotel purposes which, for purposes of this Declaration, shall be defined as either a rental for any period less than thirty (30) days or any rental if the lessee of the unit is provided customary hotel services. Any permitted lease shall lease an entire unit, shall be in writing, and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any unit owner who enters into a lease of his unit shall promptly notify the association of the name and address of the lessee, the unit rented, and the term of the lease. Other than the foregoing restrictions, each unit owner shall have the full right to lease his unit. No lease, however, shall relieve owner from any liabilities or duties herein nor shall any owners privileges in any way be changed because of said lease. No sublease may be entered into without the written consent of the Board.

5.9. Pets. No pet shall be allowed in the condominium except as may be provided by the rules and regulations promulgated from time to time by the Board or the association or in the Bylaws. Notwithstanding the foregoing, no animals, livestock, or poultry of any kind shall be kept or maintained in any condominium or in the common elements except no more than two dogs, two cats, or any other household pets, but not to exceed three total animals at any time; provided that such pets are not maintained or kept for commercial purposes; and provided further that, notwithstanding the foregoing, the Board may exclude any pet permitted by this paragraph which the Board, in its sole discretion, deems to be a nuisance to other unit owners or the association as owner of the common elements.

5.10. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the association, as more fully provided in the Bylaws.

5.11. Use of Limited Common Elements. Limited common elements assigned to the exclusive use of one or more units shall be kept in a clean and orderly manner. The Board may act as it deems necessary as to the limited common elements in the same manner as it would protect the common elements.

BOOK 570 PAGE 96

5.12. Restriction, Conditions and Covenants to Run with Land. These Declarations and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the property, and shall inure to the benefit of every unit owner.

ARTICLE VI
Assessments

6.1. Assessment Liens. The Board has the power to levy assessments against the units for common expenses. Such assessments shall be a lien on the units against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws. Notwithstanding the provision of 6.2, such lien is not released by the sale or transfer of such unit.

6.2. Personal Liability of Transferees; Statements; Liability of First Mortgagees.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a unit shall not pass to the transferee of said unit unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 8.11 of the Bylaws, and such transferee's unit shall not be subject to a lien for any unpaid assessments against such unit in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a unit, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all unit owners, including the transferee under (b) above and the first

mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

6.3. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No unit owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use of enjoyment of any of the common elements or by abandonment of his unit or otherwise

ARTICLE VII

Management, Maintenance, Repairs, Replacements, Alterations and Improvements

7.1 Common Elements.

(a) By the Association. The management, replacement, maintenance, repair, alteration and improvement of the common elements shall be the responsibility of the association, and, subject to the provisions of Section 7.2 hereof, the cost thereof shall be a common expense to the extent not paid by unit owners pursuant to Section 7.1(b) hereof. All damage caused to a unit by any work on or to the common elements done by or for the association shall be repaired by the association, and the cost thereof shall be a common expense.

(b) By Unit Owner. Each unit owner shall pay all costs to repair and replace all portions of the common elements that may become damaged or destroyed by reason of his intentional acts or failure to act, or the intentional acts or failure to act of any occupant or visatee of his unit. Such payment shall be made upon demand made by the association.

7.2. Common Expenses Associated with Limited Common Elements or Benefitting Less than all Units.

(a) Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the unit, or in equal shares to the units, to which such limited common element was allocated at the time the expense was incurred, provided, however, that routine maintenance and repair to external surfaces located within limited common areas done in conjunction with routine maintenance and repair to the building as a whole, such as painting of the entire structure, may be born as a common expense without such allocation, at the discretion of the Board.

(b) In addition, the association may assess any common expense benefitting less than all of the units against the units benefitted in proportion to their common expense liability.

BOOK 570 PAGE 98

7.3. Units. Each unit owner shall maintain his unit at all times in a good and clean condition, and repair and replace, at his expense, all portions of his unit; shall perform his responsibilities in such manner as not to unreasonably disturb other occupants; shall promptly report to the Board, or its agent, any defect or need for repairs the responsibility for which is that of the association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the association, shall pay all costs to repair and replace any portion of another unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of any occupant of his unit. Such payment shall be made upon demand by the unit owners of such other unit. Nothing herein contained shall modify any waiver by insurance companies or rights of subrogation.

7.4. Waiver of Claims. Except only as provided in Section 7.5(a) and (b), the association agrees that it shall make no claim against a unit owner or occupant, each unit owner and occupant agrees that he shall make no claim against the association, the members of the Board, officers of the association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other unit owners or occupants, for any loss or damage to any of the property, or to a unit or personal property therein, even if abused by the omission or neglect of any one or more of such persons; and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

7.5. Right of Entry.

(a) By the Association. The association, and any person authorized by the association, may enter any unit or any of the limited common elements in case of any emergency or dangerous condition or situation originating in or threatening that unit or any of the limited common elements. The association, and any person authorized by the association, after reasonable notice to a unit owner or occupant, may enter that unit or any of the limited common elements for the purposes of performing any of the association's duties or obligations or exercising any of the association's powers under this Act, this Declaration or the Bylaws with respect to that or any other unit, any limited common elements, or the common elements.

Notwithstanding Section 7.4, the association shall be responsible for the repair of any damage caused by the association or its authorized person to the entered unit, and the cost thereof shall be a common expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the unit owner and occupant of the entered unit or any portion of the limited common elements allocated to the unit

owner.

BOOK 570 PAGE 99

(b) By Unit Owners. Each unit owner and occupant shall allow other unit owners and occupants and their representatives to enter his unit, or limited common elements allocated to his unit, when reasonably necessary for the purpose of maintaining, repairing or replacing the unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, provided that requests for entry are made in advance. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 7.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered unit or limited common element.

ARTICLE VIII
Insurance

8.1. Casualty Insurance. The association shall maintain casualty insurance upon the property in the name of, and the proceeds thereof shall be payable to, the association, as trustee for all unit owners and security holders as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to not less than the full insurable value of the property on a replacement cost basis and shall insure against such risks and contain such provisions as the Board, from time to time, shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provisions thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option not to be exercisable if such restoration is prohibited pursuant to Section 3-11(h) of the Act.

8.2. Public Liability Insurance. The association shall maintain public liability insurance for the benefit of the unit owners, occupants and holders of a holder's interest in a contract for deed on a unit, the association, the Board, the manager, if any, the declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million (\$1,000,000.00) Dollars per occurrence for death, bodily injury and property damage. Said insurance shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefitted parties against such liability arising out of or in connection with the use, ownership or maintenance of the common elements, and the streets, sidewalks and public spaces adjoining the condominium; and insure the association, the Board, the manager, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of

BOOK 570 PAGE 100

the units.

8.3. Fidelity Coverage. Fidelity coverage shall be maintained by the association in commercial blanket form covering each director and officer of the association, any employee or agent of the association and any other person handling or responsible for handling funds of the association in the face amount of at least the greater of (i) one and one-half (1-1/2) times the estimated annual operating expenses and reserves of the association, or (ii) the sum of three (3) months' aggregate assessments on all units plus the association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.

8.4. Other Insurance. The association may procure such other insurance, including worker's compensation insurance, as it may, from time to time, deem appropriate to protect the association or the unit owners.

8.5. Insurance Trustee. The Board may engage, and pay as a common expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon such terms as the Board shall determine, consistent with the provisions of the Act and this Declaration.

8.6. Individual Policy for Unit Owners. Each unit owner may obtain insurance, at his own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such unit owner deems necessary to protect his own interests; provided that any such insurance shall contain waivers pursuant to Section 7.4 and shall provide that it is without contribution as against the insurance purchased by the association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the association due to the proration of insurance purchased by a unit owner under this Section, such unit owner shall be liable to the association to the extent of such reduction and shall pay the amount of such reduction to the association upon demand, and assigns the proceeds of his insurance, to the extent of such reduction, to the association.

ARTICLE IX Casualty Damage

If all or any part of the property shall be damaged or destroyed, the same shall be repaired or replaced, and proceeds of insurance shall be used and applied in accordance with the provisions of Section 3-113 of the Act.

ARTICLE X
Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the property, the same shall be repaired or restored and the awards paid on account thereof shall be used and applied in accordance with Section 1-107 of the Act. The association shall represent the owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority.

ARTICLE IX
Termination

The condominium may be terminated only in strict compliance with Section 2-118 of the Act.

ARTICLE XII
Amendment

This Declaration may be amended only in strict compliance with the Act including, without limitation, Sections 2-108 and 2-117 of the Act, except that no amendment altering or impairing special declarant rights may be made without the written consent of declarant.

ARTICLE XIII
Rights of First Mortgagees VA, FNMA and FHLMC Provisions

The following provisions shall take precedence over all other provisions of this Declaration and the Bylaws:

13.1. Amendments during Declarant Control Period. Any amendments to this Declaration or to the Bylaws during the declarant control period shall be subject to the prior approval of the Federal Housing Administration or the Veterans Administration provided, however, that if said administrator fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given.

13.2. Availability of Condominium Documents, Books, Records, and Financial Statements. The association shall, upon request and during normal business hours, make available for inspection by unit owners and the first mortgagees and the insurers and guarantors of a first mortgage on any unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the condominium and the book, records and financial statements of the association. The association shall provide an audited financial statement for the preceding fiscal

BOOK 570 PAGE 102

year if requested in writing by a first mortgagee or insurer or guarantor of a first mortgage. The association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of units, current copies of the Declaration, Bylaws, other rules and regulations governing the condominium, and the most recent annual audited financial statement if one is prepared.

13.3. Successors' Personal Obligation for Delinquent Assessments. The personal obligation for assessments which are delinquent at the time of transfer of a unit shall not pass to the successors in title or interest to said unit unless said delinquent assessments are expressly assumed by them.

13.4. Rights of Action. The association and any aggrieved unit owner shall have a right of action against unit owners, and any aggrieved unit owner shall have a right of action against the association for failure to comply with the provisions of this Declaration, the Bylaws and the rules, regulations, and decisions of the association made pursuant to authority granted to the association in this Declaration and the Bylaws.

13.5. Management and Other Agreements. Any management agreement between the declarant or the association and a professional manager or any other agreement providing for services of the developer, sponsor, builder or declarant shall be terminable by either party thereto without cause and without payment of a termination fee upon not more than thirty (30) days' prior written notice and shall not exceed a term of three (3) years, subject to renewal by the consent of both parties.

13.6. Right of First Refusal. The right of a unit owner to sell, transfer, mortgage or otherwise convey his interest in his unit shall not be subject to any right of first refusal.

13.7. Consent of First Mortgagees. This Section 13.7 shall be effective only if, at any time this Section would apply, at least one unit is subject to financing. A decision to terminate the condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of eligible mortgage holders, as defined in Section 13.9 hereof, representing at least sixty-seven (67%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act. Except for any amendment to the Declaration made for the purpose of adding any of the additional real estate to the condominium in accordance with the provisions hereof (and including the reallocation and the reallocation of the ownership interest in the common elements and liability of the common expense of voting rights in the association pursuant to Paragraphs 13.13 hereunder), any amendment to the Declaration or Bylaws which changes any of the following shall require the prior

written consent of unit owners holding at least sixty-seven (67%) percent of the total votes in the association and of eligible mortgage holders representing at least fifty-one (51%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act or hereunder:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of common elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common elements or limited common elements or rights to their use;
- (f) boundaries of any unit;
- (g) convertibility of units into common elements or common elements into units;
- (h) expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- (i) insurance or fidelity bonds
- (j) leasing of units;
- (k) imposition of any restrictions on a unit owner's right to sell, transfer or otherwise convey his unit;
- (l) a decision by the association to establish self-management when professional management had been required previously by any eligible mortgage holder;
- (m) restoration or repair of the condominium (after damage or destruction or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;
- (n) any action to terminate the legal status of the condominium; or
- (o) any provisions that expressly benefit first mortgages or insurers or guarantors of first mortgages.

13.8. Consent of First Mortgagees or Unit Owners. This section 13.8 shall be effective only if, at the time this Section

BOOK 570 PAGE 104

would apply, at least one unit is subject to commercial financing. Unless first mortgagees holding at least 67% of the votes allocated to first mortgagees (such first mortgagees having one vote per unit financed), or such higher percentage as is required by law, of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners (other than a declarant) holding at least 67% of the total votes in the association have given their prior written approval, or such greater requirements specified in the Act or hereunder have been satisfied, the association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium;

(b) except in the case of any addition of the additional real estate pursuant to the provisions hereof, change the pro rata interest or obligations of any unit for the purpose of:

(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each unit in the common elements;

(c) partition or subdivide any unit;

(d) except in the case of any addition of the additional real estate pursuant to the provisions hereof, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any part of the condominium (whether to units or to common elements) for other than repair, replacement or reconstruction thereof.

13.9. Notice. Each first mortgagee and each insurer or guarantor of a first mortgage, upon written request stating its name and address and describing the unit encumbered by the first mortgage held, insured or guaranteed, shall be entitled to timely written notification by the association of (i) any proposed action which requires consent of a specified percentage of first mortgagees; (ii) any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its first mortgage; (iii) any 60-day delinquency in the payment of assessments or charges owed by the unit owner of the unit on which the first mortgagee held its first mortgage or in the performance of any obligation under this Declaration or the

Bylaws by said unit owner; or (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the association. Each first mortgagee who has requested the association to notify it of any proposed action that requires the consent of a specified percentage of eligible mortgage holders shall be considered an "eligible mortgage holder". With respect only to non-material amendments (which excludes items (a) to (c) of Section 13.7), such as for the correction of technical errors or for clarification, any first mortgagee who receives a written request by the association, or any unit owner, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

13.10. Assessments. Assessments shall be due and payable in monthly installments. As provided in Article VIII of the Bylaws and as legally required by Section 3-115 of the Act, declarant shall pay all accrued expenses of the condominium until assessments are levied against the units. An assessment shall be deemed levied against a unit upon the giving of notice by the Board to a member of the association who is a unit owner of that unit. Unit owners shall have no obligation to pay monthly assessments until an assessment is levied. Assessments will begin at such time as the Board elects.

13.11. Rights of First Mortgagee; Insurance Proceeds or Condemnation Awards. No provisions of the Declaration or the Bylaws shall be deemed to give a unit owner, or any other party, priority over any rights of a first mortgagee pursuant to its first mortgage on said unit owner's unit, in the case of a distribution to said unit owner of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

13.12. Additional Real Estate; Consent of Administrator; Common Element Interests; Reallocation. In the event any first mortgages are guaranteed by the VA, FHA, FHLMC, the additional real estate may not be added to the condominium without the prior written consent of the administrator of the Federal Housing Administration or the Veterans Administration. If the additional real estate is added, the ownership interest in the common elements and the liability for common expenses for each unit and voting rights in the association shall be reallocated on the basis of equality. The effective date for said reallocation shall be the date of recordation of the amendment to this Declaration, which document shall comply with the provisions of the Act. The effective date for the assignment of assessments to the units added to the condominium shall be the date the Board levies an assessment against said units. All improvements intended to be located within any portion of the additional real estate added to the condominium shall be substantially completed

BOOK 570 PAGE 105

prior to the addition of said portion of the additional real estate.

ARTICLE XIV
General Provisions

14.1. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

14.2. Interpretation of Declaration. Whenever appropriate, singular may be as plural, plural may read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

14.3. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

14.4. Exhibits. Exhibits "A", "A-1", "B", "C" and "D" and "E" attached hereto are hereby made a part hereof.

ARTICLE XV
Rules

All property which is subject to this Declaration, whether included on Exhibit "A" or added later as set out herein, shall be subject to the Rules set out on Exhibit "B" attached hereto, which Rules shall be a part of this Declaration.

IN TESTIMONY WHEREOF, WILLIAM E. DANSEY, Jr. has hereunto set his hand and seal the day and year first above written.


WILLIAM E. DANSEY, Jr. (SEAL)

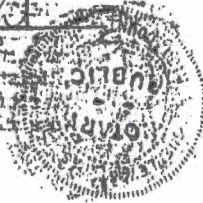
BOOK 570 PAGE 107

NORTH CAROLINA
PITT COUNTY

I, a Notary Public of the County and the State
aforesaid, certify that WILLIAM E. DANSEY, Jr., personally
appeared before me this day and acknowledged the execution of the
foregoing instrument. Witness my hand and official stamp or
seal, this the 19 day of September, 1994.

Shelly S. Brought
Notary Public

My Commission Expires: February 13, 1996



GREENVILLE N. C. 27233-0666

ATTORNEYS AT LAW

MATTOX, DAVIS & BARNHILL, P.A.

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Shelly S. Brought

Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:26 o'clock P. M. this 31st
day of March 1995.

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder
Assistant, Deputy-Register of Deeds

BOOK 570 PAGE 108

EXHIBIT A

BEING all of Lot One (1), of the BENT CREEK
SUBDIVISION, SECTION ONE, as shown on map entitled
"BENT CREEK SUBDIVISION, SECTION ONE" prepared by
Rivers and Associates, Inc., dated April 26, 1994, and
recorded in Map Book 43, Page 147, of the Pitt County
Registry, said map is incorporated and made a part
hereof for purposes of a more complete and accurate
description.

GREENVILLE, N. C. 27835-0086

ATTORNEYS AT LAW

MAYTOL DAVIS & BARNHILL, P.A.

BOOK 570 PAGE 109

EXHIBIT A-1

TRACT ONE:

All that certain tract of land containing approximately 21.00 acres located on the east and north sides of Spring Forest Road, Greenville, North Carolina, and more particularly depicted on that survey plat entitled, "Property of E. H. Taft, III, et al, 21.00 Acre Tract, Portion of Bent Creek Subdivision", dated March 17, 1994 and prepared by Rivers and Associates, Inc., P. E. and identified as Drawing No. FP-406, to which reference is specially made and incorporated herein.

TRACT TWO:

All that certain 9.67 acre parcel of land at the southwest intersection of the Southern Railroad and Spring Forest Road, said parcel being specifically identified on that survey plat entitled, "Property of E. H. Taft III, et al, 9.67 Acre Tract, Portion of Bent Creek Subdivision", dated March 17, 1994 and prepared by Rivers and Associates, Inc., P. E. to which reference is specially made.

GREENVILLE, N. C. 27835-0689

ATTORNEYS AT LAW

MATTHEW DAVIS & BARNHILL, P.A.

BOOK 570 PAGE 110

EXHIBIT B

TO DECLARATION OF SPRING FOREST CONDOMINIUM

LIMITED COMMON ELEMENTS

Each unit shall have those limited common elements as shown on the floor plans as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.
2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.
3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit in which they are attached.

GENERAL L. N. C. 27833-0888

ATTORNEYS AT LAW

MATTHEW DAVIS & BARNHILL, P.A.

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

GREENVILLE N. C. 27633-0885

ATTORNEYS AT LAW

MATTOX, DAVIS & BARNHILL, P.A.

BOOK 570 PAGE 112

EXHIBIT D

LIENS, DEFECTS, AND ENCUMBRANCES

1. There is an outstanding deed of trust in favor of UNITED CAROLINA BANK recorded in Book 519, Page 743, Pitt County Registry. Each unit will be released from this deed of trust at closing.
2. Building and zoning laws and ordinances of the City of Greenville and state and federal regulations.
3. The provisions of Articles of Incorporation, Declaration and Bylaws of SPRING FOREST, a Condominium.
4. The condominium plans.
5. Existing streets, alleys, restrictions, utility easements and other easements of record, if any.
6. The provisions of North Carolina General Statutes, Chapter 47C.
7. Current ad valorem taxes of the City of Greenville and Pitt County.
8. CT&T permits in Book K26 pages 288 and 289 of the Pitt County Register of Deeds Office.
9. Right of Way to Raleigh & Pamlico Sound Railroad in Book L8 pages 506 and 508 of the Pitt County Register of Deeds Office.

Greenville, N. C. 27835-0286

Attorneys at Law

MATTHEW DAVIS & BARNHILL, P.A.

BOOK 570 PAGE 113

EXHIBIT E

1. Dogs and cats are allowed, provided they shall not disturb or annoy residents. The City of Greenville leash law shall be adhered to; that is, pets shall not run free. If dogs are walked on the common area, the owner must scoop the poop and dispose of same in the trash container. Dogs may not be walked near shrubbery or air conditioner condensers. Pets will be reported to the City of Greenville Animal Control Officer if unleashed.

2. Only passenger cars and/or trucks of one-quarter ton capacity or less shall be permitted to utilize parking spaces. Boats, trailers, recreational vehicles and large trucks of over one-quarter ton capacity are expressly prohibited. Parking of any kind shall be prohibited except in parking spaces designated as such. No parking is allowed in front of the dumpsters or in turnaround areas. No unlicensed vehicles shall be allowed on the premises. No maintenance of vehicles is allowed on the premises.

3. Children are not to play on roofs or in and around the mailboxes. Parents will be responsible for replacing any common property damaged or destroyed by their children. The common grounds may be used for playing so long as it does not destroy grass or plantings and is not too loud so as to be an annoyance or nuisance to the neighborhood. No playground equipment should be erected on common grounds by residents.

4. Items may not be stored on common elements.

5. No yard sales will be allowed.

6. Radios, stereos, televisions or pets must not be louder than normal conversation level in a unit with its doors or windows open. Patio or balcony usage must be monitored so that noise is not above normal conversational level. Loud noises must be avoided at all times, but especially between the hours of 11:00 P.M. and 8:00 A.M.

7. Committees may be established by the Board of Directors. The Board of Directors is authorized to adopt rules regarding use of the premises, which rules may be enforced as set out herein.

8. In an effort to preserve the integrity of every homeowner, the Board is to establish penalties for the infraction of the rules of the Association. The Board is empowered to suspend voting rights and to impose financial penalties in the case of those who disregard rules or these Covenants after a request for compliance has been made. Homeowners are responsible for the actions of their dependents, guests and lessees.

BOOK 570 PAGE 114

EXHIBIT E (continued)

9. Renters as well as resident owners are required to abide by these Covenants which are incorporated into the lease and furnished to all renters by the Homeowners Association.

10. A storm door may be placed and maintained on the front entrance provided that it is a heavy-duty, door of same kind and make approved by the Association.

11. No flower boxes are permitted on front windows. No gardens are allowed on common areas.

12. After conveyance of each respective unit to a nonsignatory, no signs or billboards shall be erected or maintained on the said unit except an appropriate "For Sale" sign. No mini-bikes, motorbikes or vehicles of any kind will be used on lawns, common areas, unpaved streets or undeveloped areas.

13. Neither swimming nor boating shall be allowed in the lake, except that Developer may allow swimming or boating in the lake for the limited purpose of maintenance or cleaning of the lake. Only unit owners and their minor children residing therein or guests of Unit owners who are physically accompanied by unit owners may fish in said lake. Physically accompanied shall mean on the ground in close proximity to said person, and shall not mean in the unit owners condominium, balcony or patio.

GREENVILLE, N. C. 27635-0588

ATTORNEYS AT LAW

MATTHEW DAVIS & BARNHILL, P.A.

BOOK 602 PAGE 106

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 2 PAGE 2

(SEE BOOK 570, PAGE 87)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by WILLIAM E. DANSEY, Jr., hereinafter
referred to as "Developer", pursuant to the North Carolina
Condominium Act ("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, by adding and delineating a portion
of the property described on Exhibit "A-1" of the Original
Declaration to the condominium area known as Spring Forest, a
Condominium.

NOW THEREFORE, the Developer does hereby publish and
declare that all of the property described in Exhibit "A"

\\condo\spr_for.amd

See Instrument recorded in Book 953 Page 169
See Instrument recorded in Book 688 Page 438
See Instrument recorded in Book 811 Page 652
See Instrument recorded in Book 937 Page 31
See Instrument recorded in Book 313 Page 457
See Instrument recorded in Book 369 Page 552
GREENVILLE, N. C. 27833-0662
MATTOK, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW

See Instrument recorded in Book 1719 Page 642

BOOK 602 PAGE 107

attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 2^{Phase 2}, as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 2 at Pages 46, 46A, 46B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 2^{Phase 2}, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 2^{Phase 2}, and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for

\\cond\lpr_for.amd

2

BOOK 602 PAGE 108

Spring Forest, a Condominium, Lot 2, ^{Plan} on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages 46, 46A, 46B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 2, ^{Plan} all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 2, ^{Plan} referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and

BOOK 602 PAGE 109

floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 2, and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to CHARLES A. WASHBURN acting as Trustee, and UNITED CAROLINA BANK, a certain Deed of Trust, which is recorded in Book 567, Page 71, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, said Developer desires that said existing Deed of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Note has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK, in consideration of the sum of

BOOK 602 PAGE 110

One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK have caused this instrument to be executed under seal, this the 18 day of September, 1995.

 (SEAL)
WILLIAM E. DANSEY, Jr.

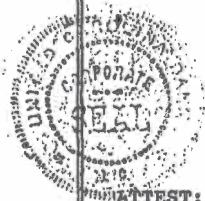
 (SEAL)
CHARLES A. WASHBURN,
TRUSTEE

GREENVILLE N. C. 27835-0686

ATTORNEYS AT LAW

MATTOX, DAVIS & BARNHILL, P.A.

BOOK 602 PAGE 111



UNITED CAROLINA BANK

BY:

Jerry A. Carson
(VICE) PRESIDENT Jerry A. Carson

ATTEST:

Florence K. Bond
(Assistant) SECRETARY

NORTH CAROLINA
PITT COUNTY

I, Shelley S. Basnight, a Notary Public in and for the aforesaid County and State, do hereby certify that WILLIAM E. DANSEY, Jr. personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th day of September, 1995.

Shelley S. Basnight
Notary Public

My Commission Expires: January 13, 1996

NORTH CAROLINA
COUNTY of Pitt

I, Linda F. Coward, a Notary Public in and for the State of North Carolina, do hereby certify that CHARLES A. WASHBURN, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 21st day of September, 1995.

Linda F. Coward
Notary Public

My Commission expires: 6/28/97

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Shelley S. Basnight and
Linda F. Coward

Notary(ies) Public is (are) certified to be correct. Filed for registration at 1:49 o'clock P M. this 22nd day of September, 1995.

ANNIE G. HOLDER, Register of Deeds

By Annie G. Holder
Assistant/Deputy Register of Deeds

BOOK 602 PAGE 112

NORTH CAROLINA
PITT COUNTY

I, Linda F. Coward, a Notary Public in and for
the aforesaid County and State, do hereby certify that
Garlen K. Boyd personally appeared before me
this day and acknowledged that he/she is (Assistant) Secretary of
UNITED CAROLINA BANK, a banking corporation duly organized,
chartered, and licensed to do business in the State of North
Carolina, and that by authority duly given by its Board of
Directors, and as the act of the corporation, the forgoing
instrument was signed in its corporate name by its (Vice)
President, sealed with its corporate seal, and attested by
himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 21st day of
September, 1995.

My Commission expires: 6/28/97

Linda F. Coward
Notary Public



GREENVILLE N. C. 27635-0686
MATTOX, DAVIS & BARNHILL, P.A.

BOOK 602 PAGE 113

Exhibit "A"

Being all of Lot TWO (2) of the BENT CREEK SUBDIVISION, SECTION TWO as shown on the plat entitled "BENT CREEK SUBDIVISION, SECTION TWO" prepared by Rivers & Associates, Inc. and recorded in Map Book 45 page 17 of the Pitt County Register of Deeds Office.

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, Spring Forest Condominiums, Lot 2" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 2 at Pages 46, 46A + 46B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 of the Pitt County Register of Deeds Office.

GREENVILLE, N. C. 27835-0686

ATTORNEYS AT LAW

MATTOX, DAVIS & BARNHILL, P.A.

BOOK 602 PAGE 114

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

GASCHWILL, N. C. 27835-0686

Attorneys at Law

MATTOX, DAVIS & BARNHILL, P.A.

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

Case No. 1:03-cv-00000-LJM Document 1-1 Filed 03/10/03 Page 10 of 10

Case No. 1:03-cv-00000-LJM Document 1-1 Filed 03/10/03 Page 10 of 10

Case No. 1:03-cv-00000-LJM Document 1-1 Filed 03/10/03 Page 10 of 10

BOOK 688 PAGE 438

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 3 PHASE 3

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by WILLIAM E. DANSEY, Jr., hereinafter
referred to as "Developer", pursuant to the North Carolina
Condominium Act ("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, by adding and delineating a portion
of the property described on Exhibit "A-1" of the Original
Declaration to the condominium area known as Spring Forest, a
Condominium.

NOW THEREFORE, the Developer does hereby publish and
declare that all of the property described in Exhibit "A"

\\ncrds\lpr_for3.amd

See Instrument recorded
in Book 953 Page 169
See Instrument recorded
in Book 1719 Page 642

See Instrument recorded
in Book 811 Page 652
See Instrument recorded
in Book 937 Page 31
See Instrument recorded
in Book 313 Page 457

See Instrument recorded
in Book 369 Page 558

ATTORNEYS AT LAW GREENVILLE N. C. 27935-0098 MATTHEW DAVIS & BARNHILL, P.A.

attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 3, Phase 3 as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 2 at Pages 58, 58A+58B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 3, Phase 3 by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 3, Phase 3 and is incorporated by reference herein as though fully set forth.

WordAppr_for3.mxd

BOOK 688 PAGE 440

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 3, Phase 3 on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages 58, 58A & 58B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 3, Phase 3 all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 3, Phase 3 referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the

Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 3, Phase 3 and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to CHARLES A. WASHBURN acting as Trustee, and UNITED CAROLINA BANK, a certain Deed of Trust, which is recorded in Book 567, Page 71, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, there has heretofore been executed and delivered to CHARLES A. WASHBURN acting as Trustee, and UNITED CAROLINA BANK, a certain Deed of Trust, which is recorded in Book 635, Page 343, in the Office of the Registry of Deeds of Pitt County; and,

BOOK 688 PAGE 442

Whereas, said Developer desires that said existing Deeds of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deeds of Trust now held by said parties and to carry out said purpose said CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and CHARLES A. WASHBURN, acting as Trustee, and UNITED CAROLINA BANK have caused this instrument to be executed under seal, this the 12th day of August, 1996.

BOOK 688 PAGE 443

William E. Dansey, Jr.
WILLIAM E. DANSEY, Jr.

(SEAL)

Charles A. Washburn
CHARLES A. WASHBURN,
TRUSTEE

(SEAL)

UNITED CAROLINA BANK

BY: James A. Carr
(VICE) PRESIDENT



ATTEST:

Shelton K. Boyd
(Assistant) SECRETARY

NORTH CAROLINA
PITT COUNTY

I, Shelley S. Barnight, a Notary Public in and for the
aforesaid County and State, do hereby certify that WILLIAM E.
DANSEY, Jr. personally appeared before me this day and executed
the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 12 day of
August, 1996.

Shelley S. Barnight
Notary Public

My Commission Expires:
January 27, 2001



BOOK 688 PAGE 444

NORTH CAROLINA
COUNTY of Pitt

I, Linda F. Coward, a Notary Public in and for the State of North Carolina, do hereby certify that CHARLES A. WASHBURN, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 12th day of August, 1996.

Linda F. Coward
Notary Public

My commission expires: 6/28/97

NORTH CAROLINA
PITT COUNTY

I, Linda F. Coward, a Notary Public in and for the aforesaid County and State, do hereby certify that Shelley K. Boyd personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of UNITED CAROLINA BANK, a banking corporation duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 12th day of August, 1996.

My Commission expires: 6/28/97

Linda F. Coward
Notary Public

NORTH CAROLINA: Pitt County

The foregoing certificate of

and Linda F. Coward

are certified to be correct.

Filed for registration as

12:04 o'clock

At this

9

day of

November, 1996

ANNIE G. HOLDER, Register of Deeds

By Judith J. Tack, Asst

BOOK 688 PAGE 445

Exhibit "A"

Being all of Lot 3, Phase 3 containing 2.03 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 3 Phase 3" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 2 at Pages 58A + 58B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 of the Pitt County Register of Deeds Office.

GREENWALL, N. C. 27833-0686

ATTORNEYS AT LAW

MATTHEW DAVIS & BARNHILL, P.A.

BOOK 688 PAGE 446

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

CHESAPEAKE N. C. 27835-0688

ATTORNEYS AT LAW

MATTHEW DAVIS & BARNHILL, P.A.

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

CONDOMINIUM ACT, N.J.A.C. 17:27-2.1

Attorneys at Law

MAYOR DAVIS & BARNHILL, P.A.

BOOK 811 PAGE 652

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 4 PHASE 4

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, and pursuant to Transfer of Special
Declarant Rights in Book 763, page 65 of the Pitt County Register
of Deeds Office, by adding and delineating a portion of the
property described on Exhibit "A-1" of the Original Declaration
to the condominium area known as Spring Forest, a Condominium.

NOW THEREFORE, the Developer does hereby publish and

\\condo\apw_for4.mxd

See Instrument recorded
in Book 184 Page 55

See Instrument recorded
in Book 133 Page 457

Return:

See Instrument recorded
in Book 953 Page 169

See Instrument recorded
in Book 937 Page 31

See Instrument recorded
in Book 1119 Page 164D

BOOK 811 PAGE 653

declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 4, Phase 4 as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 2 at Pages 68, 68A+68B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 4, Phase 4 by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest,

\\condolup_for4.amd

BOOK 811 PAGE 654

a Condominium, Lot 4, Phase 4 and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 4, Phase 4 on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages 68, 68A, 68B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 4, Phase 4 all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 4, Phase 4 referred to above and incorporated by reference. Each unit shall have access to the common elements as

BOOK 811 PAGE 655

shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 4, Phase 4 and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to JERRY A. CARSON acting as Trustee, and UNITED CAROLINA BANK, a certain Deed of Trust, which is recorded in Book 746, Page 604, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, there has heretofore been executed and delivered to CHARLES A. WASHBURN acting as Trustee, and UNITED

BOOK 811 PAGE 656

CAROLINA BANK, a certain Deed of Trust, which is recorded in Book 635, Page 343, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, said Developer desires that said existing Deeds of Trust be subordinated to this Amendment to Declaration of Condominium; and,

WHEREAS, J. RICHARD LAMM has been substituted as Trustee in said Deeds of Trust and BRANCH BANKING & TRUST COMPANY is the owner and holder of said notes and deeds of trust;

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said J. RICHARD LAMM, acting as Trustee, and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deeds of Trust now held by said parties and to carry out said purpose said J. RICHARD LAMM, acting as Trustee, and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said

BOOK 811 PAGE 657

parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and J. RICHARD LAMM, acting as Trustee, and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed under seal, this the 14th day of January, 1998.

BREEZEWOOD, INC.

By: [Signature]
(Vice) President

ATTEST
JENNIFER S. DAWSON, Notary Public, M.C. 87333-3333

[Signature]
(Assistant) Secretary

[Signature] (SEAL)
J. RICHARD LAMM
TRUSTEE

BRANCH BANKING & TRUST COMPANY

By: [Signature]
(VICE) PRESIDENT

ATTEST
JENNIFER S. DAWSON, Notary Public, M.C. 87333-3333

[Signature]
(Assistant) SECRETARY
NORTH CAROLINA
PITT COUNTY

I, Jennifer S. Dawson, a Notary Public in and for the aforesaid County and State, do hereby certify that Steven A. Krupa personally appeared before me this day and acknowledged that he is Secretary of BREEZEWOOD, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and

BOOK 811 PAGE 658

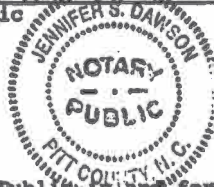
attested by him self as Secretary.

Witness my hand and notarial seal, this the 14th day of January, 1998.

Jennifer S. Dawson
Notary Public

My Commission Expires:

January 18, 1998.



NORTH CAROLINA
COUNTY of Pitt

I, Emma L. Grice, a Notary Public in and for the State of North Carolina, do hereby certify that J. RICHARD LAMM, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 13 day of February, 1998.

Emma L. Grice
Notary Public

My Commission expires: 8/15/2000

NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, do hereby certify that Sue S. Creech personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of BRANCH BANKING & TRUST COMPANY a banking corporation duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 13 day of February, 1998.

My Commission expires: 8/15/2000 Emma L. Grice
Notary Public

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Jennifer S. Dawson and
Emma L. Grice

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:30 o'clock P.M. this 17th day of April 19 98.

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder
Assistant, Deputy Register of Deeds

BOOK 811 PAGE 659

Exhibit "A"

Being all of Lot 4, Phase 4 containing 1.96 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 4 Phase 4" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 2 at Pages 68 68A 69 B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 of the Pitt County Register of Deeds Office.

GREENVILLE, N.C. 27634-0000

Attorneys at Law

MATTHEW DAVIS, BARNHILL & DAVISON, P.A.

BOOK 811 PAGE 660

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

GREENVILLE, N.C. 27632-0000

Attorneys at Law

MATTOX, DAVIS, BARNHILL & DAWSON, P.A.

BOOK 811 PAGE 661

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

GREENVILLE, N.C. 27233-0550

ATTORNEYS AT LAW

MATTOX, DAVIS, BARNHILL & DAWSON, P.A.

File: Gen Davis

BOOK 937 PAGE 31

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 5 PHASE 5

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, and pursuant to Transfer of Special
Declarant Rights in Book 763, page 65 of the Pitt County Register
of Deeds Office, by adding and delineating a portion of the
property described on Exhibit "A-1" of the Original Declaration
to the condominium area known as Spring Forest, a Condominium.

NOW THEREFORE, the Developer does hereby publish and

\\condo\apn_for3.amd

See Instrument recorded
in Book 953 Page 169

See Instrument recorded
in Book 1313 Page 457

See Instrument recorded
in Book 1369 Page 558

See Instrument recorded
in Book 1719 Page 640

BOOK 937 PAGE 32

declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 5, Phase 5 as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 2 at Pages 72, 77A, 77B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 5, Phase 5 by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original

\\condo\apr_for5.amd

2

BOOK 937 PAGE 33

Declaration shall apply to Spring Forest, a Condominium, Lot 5, Phase 5 and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 5, Phase 5 on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages 79, 79A, 79B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 5, Phase 5 all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B and in Unit Ownership Book 2, Page 68, 68A abd 68B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 5, Phase 5 referred to above and incorporated by

BOOK 937 PAGE 34

reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 5, Phase 5 and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to JOHN CHARLES THOMPSON acting as Trustee, and BRANCH BANKING AND TRUST COMPANY, a certain Deed of Trust, which is recorded in Book 882, Page 694, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, said Developer desires that said existing

BOOK 937 PAGE 35

Deeds of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deeds of Trust now held by said parties and to carry out said purpose said JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

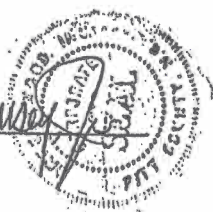
But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed under seal, this the 28th day of May, 1999.

BOOK 937 PAGE 36

BREEZEWOOD, INC.

By: [Signature]
(Vice) President



ATTEST

[Signature]
(Assistant) Secretary

[Signature] (SEAL)
JOHN CHARLES THOMPSON
TRUSTEE

BRANCH BANKING & TRUST COMPANY

By: [Signature]
(VICE) PRESIDENT

ATTEST

[Signature]
(Assistant) SECRETARY

NORTH CAROLINA
PITT COUNTY

I, Jennifer S. Dawson, a Notary Public in and for the aforesaid County and State, do hereby certify that Steven A. Branch personally appeared before me this day and acknowledged that he is Secretary of BREEZEWOOD, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 28th day of May, 1999.

Jennifer S. Dawson
Notary Public

My Commission Expires: 1/26/2003



BOOK 937 PAGE 37

NORTH CAROLINA
COUNTY of Pitt

I, Emma L. Grice, a Notary Public in and for the State of North Carolina, do hereby certify that JOHN CHARLES THOMPSON, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 1st day of June, 1999.

Emma L. Grice
Notary Public

My Commission expires: 8/15/2000

NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, do hereby certify that Eric Mullatt personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of BRANCH BANKING & TRUST COMPANY a banking corporation duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 1st day of June, 1999.

Emma L. Grice
Notary Public

My Commission expires: 8/15/2000

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of Christus Dawson & Emma L. Grice

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:42 o'clock P M. this 9 day of June 19 99.

JUDY J. TART, Register of Deeds
By Deborah B. Barington
Assistant/Deputy Register of Deeds

BOOK 937 PAGE 38

Exhibit "A"

Being all of Lot 5, Phase 5 containing 3.07 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 5 Phase 5" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 2 at Pages 29, 29A, 29B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 of the Pitt County Register of Deeds Office.

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.
2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.
3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

BOOK 937 PAGE 40

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

File: Mary Davis

BOOK 953 PAGE 169

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 6 PHASE 6

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652
and BOOK 937 PAGE 31)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, and pursuant to Transfer of Special
Declarant Rights in Book 763, page 65 of the Pitt County Register
of Deeds Office, by adding and delineating a portion of the
property described on Exhibit "A-1" of the Original Declaration
to the condominium area known as Spring Forest, a Condominium.

\\condo\spr_for6.amd

See Instrument recorded
in Book 1313 Page 457

See Instrument recorded
in Book 1362 Page 558

See Instrument recorded
in Book 1719 Page 646

BOOK 953 PAGE 170

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 6, Phase 6 as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 2 at Pages 80, 80A, 80B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 6, Phase 6 by this

\\condob\spr_for6.amd

BOOK 953 PAGE 171

Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 6, Phase 6 and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 6, Phase 6 on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages 80, 80A, 80 B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 6, Phase 6 all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B and in Unit Ownership Book 2, Page 68, 68A and 68B and in Unit Ownership Book 2, Page 79, 79A and 79B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown

BOOK 953 PAGE 172

and located on the plans and specifications of Spring Forest, a Condominium, Lot 6, Phase 6 referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 6, Phase 6 and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to JOHN CHARLES THOMPSON acting as Trustee, and BRANCH BANKING AND TRUST COMPANY, a certain Deed of Trust, which is recorded in Book 910, Page 772, in the Office of the Registry of

BOOK 953 PAGE 173

Deeds of Pitt County; and,

Whereas, said Developer desires that said existing Deeds of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deeds of Trust now held by said parties and to carry out said purpose said JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and JOHN CHARLES THOMPSON, acting as Trustee, and BRANCH BANKING & TRUST COMPANY have caused this instrument to be

BOOK 953 PAGE 174

executed under seal, this the 14th day of July, 1999.

BREEZEWOOD, INC.

By: [Signature]
(Vice) President



ATTEST
[Signature]
(Assistant) Secretary

[Signature] (SEAL)
JOHN CHARLES THOMPSON
TRUSTEE

BRANCH BANKING & TRUST COMPANY

BY: [Signature]
(VICE) PRESIDENT

ATTEST
[Signature]
(Assistant) SECRETARY

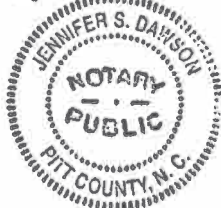
NORTH CAROLINA
PITT. COUNTY

I, Jennifer S. Dawson, a Notary Public in and for the aforesaid County and State, do hereby certify that Steven A. Krata personally appeared before me this day and acknowledged that he is Secretary of BREEZEWOOD, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by him self as Secretary.

Witness my hand and notarial seal, this the 14th day of July, 1999.

Jennifer S. Dawson
Notary Public

My Commission Expires: 1/26/03



6

BOOK 953 PAGE 175

NORTH CAROLINA
COUNTY of Pitt

I, Emma L. Grice, a Notary Public in and for the State of North Carolina, do hereby certify that JOHN CHARLES THOMPSON, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 15 day of July, 1999.

Emma L. Grice
Notary Public

My Commission expires: 8/15/2000

NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, do hereby certify that ERIC MULLETT personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of BRANCH BANKING & TRUST COMPANY a banking corporation duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the forgoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 15 day of July, 1999.

My Commission expires: 8/15/2000 Emma L. Grice
Notary Public

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of

Grice

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:53 o'clock P M. this 3 day of August 19 99.

JUDY J. TART, Register of Deeds
By Deborah Sawright
Assistant/Deputy Register of Deeds

BOOK 953 PAGE 176

Exhibit "A"

Being all of Lot 6, Phase 6 containing 2.03 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 6 Phase 6" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 2 at Pages 80, 80A & 80B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 of the Pitt County Register of Deeds Office.

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

BOOK 953 PAGE 178

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

file: Mary Davis

BOOK 1313 PAGE 457

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 7 PHASE 7A

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652 and BOOK 937
PAGE 31 and BOOK 953, PAGE 169)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to
Developer's exercise of development rights pursuant to Sections
2-110 and 2-109 of the Act, and pursuant to Transfer of Special
Declarant Rights in Book 763, page 65 of the Pitt County Register
of Deeds Office, by adding and delineating a portion of the
property described on Exhibit "A-1" of the Original Declaration
to the condominium area known as Spring Forest, a Condominium.

\\condo\spr_for7.amd

See Instrument recorded
in Book 1369 Page 558

See Instrument recorded
in Book 1719 Page 640

BOOK 1313 PAGE 458

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 7, Phase 7A as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 3 at Pages 12, 12A+12B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring

\\condo\apn_for7.amd

Forest, a Condominium, Lot 7, Phase 7A by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 7, Phase 7A and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 7, Phase 7A on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 3 at Pages 12, 12A, 12B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 7, Phase 7A all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B and in Unit Ownership Book 2, Page 68, 68A and 68B and in Unit Ownership Book 2, Page 79, 79A and 79B and in Unit Ownership Book 2, Page 80, 80A and 80B ("Original Plan") are ratified in all respects and

BOOK 1313 PAGE 460

incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 7, Phase 7A referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

Declarant specifically reserves the right to construct and add the additional building(s) shown as "under construction" on the above referenced plat, consisting of 8 units, which units shall also be subject to the Declaration as amended upon the recording of the plans and specifications of said units. The aforementioned plans and specifications of said building(s) shall be filed hereafter in the office of the Register of Deeds of Pitt County and shall designate all particulars of said building(s),

common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements to be shown on said plans and Original Plan are more specifically described on Exhibit "B" attached hereto. Said plans, upon recordation, shall be automatically incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 7, Phase 7A and is hereto attached and incorporated herein by reference as Exhibit "C".

The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration shall be automatically amended (upon the recording of the plans and specifications of said additional 8 units) to show the appropriate information as to said additional units.

Whereas, there has heretofore been executed and delivered to Jerone C. Herring, Trustee (BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee), and BRANCH BANKING AND TRUST COMPANY, a certain Deed of Trust, which is recorded in Book 1110, Page 183, in the Office of the Registry of Deeds of Pitt County; and,

BOOK 1313 PAGE 462

Whereas, said Developer desires that said existing Deed of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed under seal, this the 11th day of

BOOK 1313 PAGE 463

June, 2002.

BREEZEWOOD, INC.

By: [Signature]
Chief Financial Officer

BB&T COLLATERAL SERVICE
CORPORATION, Trustee

By: [Signature]
Sr. (VICE) PRESIDENT

BRANCH BANKING & TRUST COMPANY

By: [Signature]
Sr. (VICE) PRESIDENT

NORTH CAROLINA
PITT COUNTY

I, Gary B. Davis, a Notary Public in and for the aforesaid County and State, certify that [Signature] personally came before me this day and acknowledged that he/she is Secretary of BREEZEWOOD, INC., a Corporation, and that he/she as chief financial officer being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 11 day of June, 2002.

[Signature]
Notary Public

My Commission Expires: 9/28/04

GARY B. DAVIS
NOTARY PUBLIC
PITT COUNTY, N. C.

BOOK 1313 PAGE 464

NORTH CAROLINA
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that Dennis W. Alexander personally came before me this day and acknowledged that he/~~she~~ is (Vice) President of BB&T Collateral Service Corporation, a Corporation, and that he/~~she~~ as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation, as Trustee.

Witness my hand and notarial seal, this the 12th day of June, 2002.

Stella K Boyd
Notary Public

My Commission Expires: 4-15-2003

NORTH CAROLINA
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that J R Lamm personally came before me this day and acknowledged that he/~~she~~ is (Vice) President of Branch Banking & Trust Company, a Corporation, and that he/~~she~~ as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 12th day of June, 2002.

Stella K Boyd
Notary Public

My Commission Expires: 4-15-2003

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Stella K. Boyd &
Harry B. Davis
Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:03 o'clock P M. this 13
day of June 20 02.

JUDY J. TART, Register of Deeds
By Delores K. Gault
Assistant/Deputy Register of Deeds

Exhibit "A"

Being all of Lot 7, Phase 7A containing 1.53 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 7 Phase 7A" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 3 at Pages 12, 12A, 12B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 of the Pitt County Register of Deeds Office.

BOOK 1313 PAGE 466

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.
2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.
3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

BOOK 1369 PAGE 558

FILED
JUDY J. TART
REGISTER OF DEEDS

2002 OCT -4 PM 2:42

PITT COUNTY, N.C.

At: Gary Davis

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 7 PHASE 7B

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652 and BOOK 937
PAGE 31 and BOOK 953, PAGE 169 and BOOK 1313 Page 457)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");

and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and
Article III entitled "Additional Real Estate" and pursuant to

\condo\sprfor7b.amd

See Instrument recorded
in Book 1719 Page 640

Developer's exercise of development rights pursuant to Sections 2-110 and 2-109 of the Act, and pursuant to Transfer of Special Declarant Rights in Book 763, page 65 of the Pitt County Register of Deeds Office, by adding and delineating a portion of the property described on Exhibit "A-1" of the Original Declaration to the condominium area known as Spring Forest, a Condominium.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 7, Phase 7B as shown on the Condominium Plan prepared by Rivers & Associates and recorded in Unit Ownership Book 3 at Pages 15, 15A and 15B of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants,

\\cardinal\prfor7B.and

BOOK 1369 PAGE 560

Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 and in Book 1313 page 457 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 7, Phase 7B by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 7, Phase 7B and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 7, Phase 7B on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Rivers & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 3 at Pages 15, 15A and 15B of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 7, Phase 7B all plans and specifications as heretofore recorded for Spring Forest, a

BOOK 1369 PAGE 561

Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B and in Unit Ownership Book 2, Page 68, 68A and 68B and in Unit Ownership Book 2, Page 79, 79A and 79B and in Unit Ownership Book 2, Page 80, 80A and 80B and in Unit Ownership Book 3, Page 12, 12A and 12B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 7, Phase 7B referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among

BOOK 1369 PAGE 562

all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 7, Phase 7B and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to Jerone C. Herring, Trustee (BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee), and BRANCH BANKING AND TRUST COMPANY, a certain Deed of Trust, which is recorded in Book 1110, Page 183, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, said Developer desires that said existing Deed of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their

BOOK 1369 PAGE 563

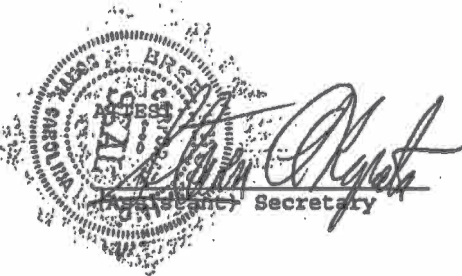
title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and BB&T COLLATERAL SERVICE CORPORATION, Substitute Trustee and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed under seal, this the 4th day of October, 2002.

BREEZEWOOD, INC.

By: W. C. Amy
(Vice) President



BB&T COLLATERAL SERVICE CORPORATION, Trustee

By: J. B. Yarns
(VICE) PRESIDENT

BRANCH BANKING & TRUST COMPANY

By: J. L. Bump
(VICE) PRESIDENT

BOOK 1369 PAGE 564

NORTH CAROLINA
PITT COUNTY

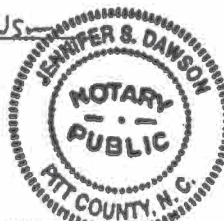
I, Jennifer S. Dawson, a Notary Public in and for the aforesaid County and State, do hereby certify that Steven A. Krantz personally appeared before me this day and acknowledged that he is Secretary of BREEZEWOOD, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 4th day of October, 2002.

My Commission Expires:

January 26, 2003

Jennifer S. Dawson
Notary Public



NORTH CAROLINA
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that J.R. Lamm personally came before me this day and acknowledged that he/she is (Vice) President of BB&T Collateral Service Corporation, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation as Trustee.

Witness my hand and notarial seal, this the 4th day of October, 2002.

Steven K. Boyd
Notary Public

My Commission Expires: 4-15-2003

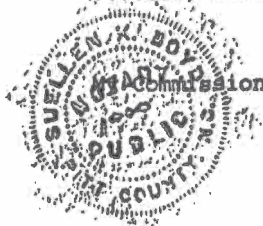


BOOK 1369 PAGE 565

NORTH CAROLINA
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that John R. Bunting III personally came before me this day and acknowledged that he/she is a (Vice) President of Branch Banking & Trust Company, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 4th day of October, 2002.



Suellan K Boyd
Notary Public

Commission Expires: 4-15-2003

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of

Suellan K Boyd Jennifer S. Dawson and

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:42 o'clock P M. this 4th

day of October 20 02.

JUDY J. TART, Register of Deeds

By [Signature]
Assistant County Register of Deeds

BOOK 1369 PAGE 566

Exhibit "A"

Being all of Lot 7, Phase 7B containing 1.53 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 7 Phase 7B" prepared by Rivers & Associates, Inc. and recorded in Unit Ownership Book 3 at Pages 15, 15A and 15B of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 and as amended in Book 1313 page 457 of the Pitt County Register of Deeds Office.

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.
2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.
3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

BOOK 1369 PAGE 568

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

BOOK 1700 PAGE 340

FILED
JUDY J. TART
REGISTER OF DEEDS

04 APR -8 PM 4:33

PITT COUNTY, NC

File: Gary.Dns AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652 and BOOK 937
PAGE 31 and BOOK 953, PAGE 169 and BOOK 1313 Page 457)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by Breezewood, Inc. hereinafter referred to as "Developer or
Declarant", a North Carolina corporation and by Spring Forest Condominiums
Homeowners' Association, Inc.. hereafter referred to as Association, pursuant to the
North Carolina Condominium Act ("Act");

WHEREAS, Developer is the owner of a portion of that certain tract or
parcel of land in Pitt County, State of North Carolina, and more particularly described in
Exhibit "A" of that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County Register of Deeds
Office (hereinafter "Original Declaration"); and

WHEREAS, Developer and Association, and with the written agreement of

S:\SHARED\GARY\CONDO\Spring Forest extension amendment.wpd

See Instrument recorded
in Book 1719 Page 640

unit owners of units to which at least sixty-seven (67%) of the votes in the Association are allocated, now wish to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in Article III entitled "Additional Real Estate" pursuant to Sections 2-117 of the Act,

Section 3.1 is amended to read as follows:

3.1. Declarant's Rights to Add Additional Real Estate. Declarant expressly reserves the right to add additional real estate to the condominium. Said Declarant shall have the right to add said additional real estate at any time up until December 31, 2009. All or part of the additional real estate identified and described on Exhibit "A-1" of the original Declaration may be added to the condominium at different times, but no assurances are made in regard to the order in which such portions may be added. Declarant shall have no duty or obligation of any kind to add any or all of the additional real estate. The method of adding the additional real estate to the condominium shall be pursuant to Section 2-110 of the Act.

IN WITNESS WHEREOF, the Declarant, Breezewood, Inc. has caused this Amendment to be executed by its (Vice) President and the Association, has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to be hereunto affixed, this the 28th day of October, 2003.

BREEZEWOOD, INC.
BY: [Signature]
(Vice) President



S:\SHARED\GARY\CONDO\Spring Forest extension amendment.wpd

BOOK 1700 PAGE 342

3

SPRING FOREST CONDOMINIUM
HOMEOWNERS' ASSOCIATION, INC.

BY: [Signature] (SEAL)
(VICE) PRESIDENT



NORTH CAROLINA

PIFF COUNTY
Greene

I, Anna L. Dixon, a Notary Public in and for the aforesaid County and State, certify that David J. Gordon personally came before me this day and acknowledged that he/she is Vice President of BREEZEWOOD, INC., a Corporation, and that he/she as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.



Witness my hand and notarial seal, this the 28th day of October, 2003.

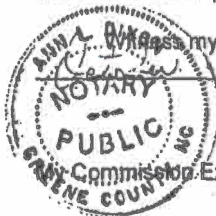
Anna L. Dixon
Notary Public

My Commission Expires: 2/10/2008

NORTH CAROLINA

PIFF COUNTY
Greene

I, Anna L. Dixon, a Notary Public in and for the aforesaid County and State, do hereby certify that William D. Mandy personally appeared before me this day and acknowledged that he is Secretary of Spring Forrest Condominium Homeowners' Association, Inc., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself as Secretary.



Witness my hand and notarial seal, this the 28th day of October, 2003.

Anna L. Dixon
Notary Public

My Commission Expires: 2/10/2008

S:\SHARED\GARY\CONDO\Spring Forest extension amendment.wpd

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 607B.

witness: [Signature]

[Signature] (SEAL)
Diane DeToye

witness: [Signature]

[Signature] (SEAL)
James DeToye

UNIT # 605D

witness: [Signature]

[Signature] (SEAL)
Thomas Shaw

witness: [Signature]

[Signature] (SEAL)
Ruth L. Shaw

UNIT # 607-D

witness: [Signature]

[Signature] (SEAL)
Clarice Blount

witness: _____

(SEAL)

UNIT # 605H

witness: [Signature]

[Signature] (SEAL)
Mark Bowling

witness: _____

(SEAL)

BOOK 1700 PAGE 344

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *[Signature]*

witness: _____

witness: *[Signature]*

witness: _____

witness: *[Signature]*

witness: _____

witness: _____

witness: *[Signature]*

UNIT # 605-E

Amy Wood Howell

(SEAL)

Amy Wood Howell

(SEAL)

UNIT #

607-E

[Signature]

(SEAL)

David Ronan

(SEAL)

UNIT #

[Signature]

(SEAL)

William Case

(SEAL)

UNIT #

607-H

(SEAL)

Mr. & Mrs. Fred Carr

(SEAL)

Mr. & Mrs. Fred Carr

BOOK 1700 PAGE 345

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

[Signature]

witness:

witness:

[Signature]

witness:

witness:

[Signature]

witness:

witness:

[Signature]

witness:

UNIT # 605F

John Bell (SEAL)
AoAnn Bell

(SEAL)

UNIT # 605B

Pat Edwards (SEAL)
Pat Edwards

(SEAL)

UNIT # 605A

[Signature] (SEAL)
Nina Verdino Scovv

(SEAL)

UNIT # 605C

Ann O. Roberts (SEAL)
Ann O. Roberts

(SEAL)

BOOK 1700 PAGE 346

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *[Signature]*

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

UNIT #

Kathleen Turner ^{607-F} (SEAL)
Kathleen Turner

(SEAL)

UNIT #

(SEAL)

(SEAL)

UNIT #

(SEAL)

(SEAL)

UNIT #

(SEAL)

(SEAL)

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *[Signature]*
witness: _____

UNIT #603A
Cheryl Hooper (SEAL)
Cheryl Hooper

(SEAL)

witness: *[Signature]*
witness: _____

UNIT #603B
Ethel T. Coker (SEAL)
Ethel Coker

(SEAL)

witness: *[Signature]*
witness: _____

UNIT #603C
Leah V. Sparrow (SEAL)
Leah V. Sparrow

(SEAL)

witness: *[Signature]*
witness: _____

UNIT #603D
Martha D. Wooldard (SEAL)
Martha D. Wooldard

(SEAL)

BOOK 1700 PAGE 348

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

J. J. J. J.

witness:

witness:

J. J. J. J.

witness:

witness:

J. J. J. J.

witness:

witness:

J. J. J. J.

witness:

J. J. J. J.

UNIT #601E

Shaylon R. Rettig (SEAL)
Shaylon Rettig

(SEAL)

UNIT # 601 F

Douglas L. Barnham (SEAL)
Douglas Barnham

(SEAL)

UNIT # ~~601E~~ 615G

Darlene F. Garland (SEAL)
Darlene Garland

(SEAL)

UNIT # 601-F

Richard Figler (SEAL)
Richard Figler

(SEAL)

515-F

Jana Mills
Jana Mills

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 601A

witness:

(SEAL)

witness:

(SEAL)

UNIT # 601B

witness:

Hettie M Wolford (SEAL)

Hettie Wolford

witness:

(SEAL)

UNIT # 601-C

witness:

Brian Word (SEAL)

Brian Word

witness:

(SEAL)

UNIT # 601-D

witness:

Gary Morris (SEAL)

Gary Morris

witness:

(SEAL)

BOOK 1700 PAGE 350

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

J. K. M. M. M.

witness:

witness:

witness:

witness:

J. K. M. M. M.

witness:

witness:

witness:

UNIT # 603E

Randy Haggins
Randy Haggins

(SEAL)

(SEAL)

UNIT # 603F

(SEAL)

(SEAL)

UNIT # 603G

Irvin H. Dubose
Irvin Dubose

(SEAL)

(SEAL)

UNIT # 603H - lives in *Kelowna City*

(SEAL)

(SEAL)

BOOK 1700 PAGE 351

13

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:
Mary Elizabeth Quinn

witness:

witness:
Mary Elizabeth Quinn

witness:

witness:
Mary Elizabeth Quinn

witness:
Mary Elizabeth Quinn

witness:

witness:

UNIT # 521C

Faye Langston (SEAL)
Faye Langston

(SEAL)

UNIT # 521D

Gladys Edwards (SEAL)
Gladys Edwards

(SEAL)

UNIT # 521G

Carol Exum (SEAL)
Carol Exum

Thurman Exum (SEAL)
Thurman Exum

UNIT #

(SEAL)

(SEAL)

BOOK 1700 PAGE 352

12

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:
Mary Elizabeth Turner
witness:

UNIT # 521 B
Stephen L. Petrasek (SEAL)
5 Stephen Petrasek

(SEAL)

witness:
Mary Elizabeth Turner
witness:

UNIT # 519-C
Kimberly Rhodes (SEAL)
Kimberly Rhodes

(SEAL)

witness:
Mary Elizabeth Turner
witness:

UNIT # 519 H
Christopher Hill (SEAL)
Christopher Hill

(SEAL)

witness:
Mary Elizabeth Turner

UNIT # 521 E
William Stevenson (SEAL)
William Stevenson

witness:
Mary Elizabeth Turner

Sandra E. Pierce (SEAL)
Sandra Pierce

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: Mary Elizabeth Quinn
UNIT # 519
Linda Collier (SEAL)
Linda Collier

(SEAL)
witness: _____

witness: Mary Elizabeth Quinn
UNIT # 519 F
Michele Wilder (SEAL)
Michele Wilder

(SEAL)
witness: _____

witness: Mary Elizabeth Quinn
UNIT # 519 F
Lanier Ayscue (SEAL)
Lanier Ayscue

(SEAL)
witness: _____

witness: Mary Elizabeth Quinn
UNIT # 519-D
Janet Sloan (SEAL)
Janet Sloan

(SEAL)
witness: _____

BOOK 1700 PAGE 354

17

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *Denise DeTaye*
UNIT # 517B
Howard Prince (SEAL)
Howard Prince

witness: *Denise DeTaye*
Starr Prince (SEAL)
Starr Prince

witness: *Denise DeTaye*
UNIT # 515B
Kathryn A. Goodchild (SEAL)
Kathryn Goodchild

witness: *Denise DeTaye*
Denis Moser (SEAL)
Denis Moser

witness: *Denise DeTaye*
UNIT # 515-A
Bruce Miller (SEAL)
Bruce Miller

witness: _____ (SEAL)

witness: _____ (SEAL)

witness: _____ (SEAL)

7

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *Deane Detage*
UNIT # 515B
Denis Moser (SEAL)
Denis Moser

witness: *Deane Detage*
Kathryn Goodchild (SEAL)
Kathryn Goodchild

witness: *Deane Detage*
UNIT # ⁵¹⁵ Unit F
Francis P. Gorman (SEAL)
Francis P. Gorman

witness: _____ (SEAL)

witness: *Deane Detage*
UNIT # 607-H
Plummer A. Jones Jr. (SEAL)
Plummer A. Jones Jr.

witness: _____ (SEAL)

witness: *Deane Detage*
UNIT # 523C
Kenneth R. Moore (SEAL)
Kenneth R. Moore

witness: _____ (SEAL)

BOOK 1700 PAGE 356

16

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

Diane DeTroy

UNIT # 515-C

J Kimbell

(SEAL)

Jessica Kimbell

(SEAL)

witness:

UNIT # 515-D

Lee Roy Moore

(SEAL)

Lee Roy Moore

Peggy M. Moore

(SEAL)

Peggy Moore

witness:

Diane DeTroy

witness:

Diane DeTroy

UNIT #

515 Spring Forest Unit E

(SEAL)

witness:

Diane DeTroy

Regina Josenberger

(SEAL)

Regina Josenberger

witness:

UNIT # 515-H

Meredith Godwin

(SEAL)

Meredith Godwin

witness:

Diane DeTroy

(SEAL)

witness:

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *[Signature]*

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

witness: _____

UNIT # C 525
Mary C Earley (SEAL)
Mary C. Earley

(SEAL)

UNIT # _____
(SEAL)

(SEAL)

UNIT # _____
(SEAL)

(SEAL)

UNIT # _____
(SEAL)

(SEAL)

BOOK 1700 PAGE 358

9

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

Nicole DeTroye

witness:

witness:

Nicole DeTroye

witness:

witness:

Nicole DeTroye

witness:

witness:

Nicole DeTroye

witness:

UNIT #

Marc Bolton

525 H

(SEAL)

(SEAL)

UNIT # 523A

Mary Elizabeth Quinn

Mary Elizabeth Quinn

(SEAL)

(SEAL)

UNIT # 525A

Oslow Williams

Oslow Williams

(SEAL)

(SEAL)

UNIT #

525 H

Stewart Brown

(SEAL)

(SEAL)

BOOK 1700 PAGE 359

15

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: <u><i>Debbie DeTaye</i></u>	UNIT # <u>517A</u> <u><i>Orville Day Jr.</i></u> (SEAL) Orville Day Jr.
witness: <u><i>Debbie DeTaye</i></u>	<u><i>Beverly Day</i></u> (SEAL) Beverly Day
witness: <u><i>Debbie DeTaye</i></u>	UNIT # <u>517 F</u> <u><i>Cynthia Christiano</i></u> (SEAL) Cynthia Christiano
witness: _____	_____ (SEAL)
witness: <u><i>Debbie DeTaye</i></u>	UNIT # <u>517-E</u> <u><i>Amy Hilewitz</i></u> (SEAL) Amy Hilewitz
witness: _____	_____ (SEAL)
witness: <u><i>Debbie DeTaye</i></u>	UNIT # <u>517-C</u> <u><i>Jackie F. Wyman</i></u> (SEAL) Jackie Wyman
witness: <u><i>Debbie DeTaye</i></u>	<u><i>James Lee Wyman</i></u> (SEAL) James Wyman

BOOK 1700 PAGE 360

8

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: *Diane DeTroy*
Gregory W Knapp
UNIT # 523-H
Gregory W Knapp (SEAL)
Gregory Knapp

witness: _____ (SEAL)

witness: *Diane DeTroy*
UNIT # 525-O
Ron Gorham (SEAL)
Ron Gorham

witness: _____ (SEAL)

witness: *Diane DeTroy*
UNIT # 525-E
Dwayne May (SEAL)
Dwayne May

witness: _____ (SEAL)

witness: *Diane DeTroy*
UNIT # 525-F
Steve Smith (SEAL)
Steve Smith

witness: *Diane DeTroy*
Janice D Smith (SEAL)
Janice Smith

BOOK 1700 PAGE 361

7

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness: Deane DeTroye

witness: Deane DeTroye

witness: Deane DeTroye

witness: Deane DeTroye

witness: Deane DeTroye

witness: Deane DeTroye

witness: Deane DeTroye

witness: _____

UNIT # 523B
William Atkins (SEAL)
William Atkins

Elsa Atkins (SEAL)
Elsa Atkins

UNIT # 523D
William Collins (SEAL)
William Collins

Nancy Collins (SEAL)
Nancy Collins

UNIT # 523 E
Christopher M. Schuler (SEAL)
Christopher Schuler

Corey Schuler (SEAL)
Corey Schuler

UNIT # 523 F
Dennis Harris (SEAL)
Dennis Harris

(SEAL)

BOOK 1700 PAGE 362

6

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 607 A

Lillie Marie Scott (SEAL)
Lillie Marie Scott

witness:

Deane DeTaye

(SEAL)

witness:

UNIT # 607 F

Scott P. J. (SEAL)
Scott P. Turner

witness:

Deane DeTaye

witness:

Deane DeTaye

Kathleen J. Turner (SEAL)
Kathleen J. Turner

UNIT # 519 H

Christopher Hill (SEAL)
Christopher Hill

witness:

Deane DeTaye

(SEAL)

witness:

UNIT # 519 G

Bky Dmitry (SEAL)
Bky Dmitry

witness:

Deane DeTaye

(SEAL)

witness:

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 535G
Tara Cole (SEAL)
Tara Cole
witness: GARY M MORRIS
witness: _____ (SEAL)

UNIT # 537A
Sharon R Scarlett (SEAL)
Sharon Scarlett
witness: GARY M MORRIS
witness: _____ (SEAL)

UNIT # 537D
Melinda Beaman (SEAL)
Melinda Beaman
witness: GARY M MORRIS
witness: _____ (SEAL)

UNIT #
537 F Lauria Robertson (SEAL)
Lauria Robertson
witness: GARY M MORRIS
witness: _____ (SEAL)

BOOK 1700 PAGE 364

23

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 527D

Elizabeth L. Harris (SEAL)
Elizabeth Harris

witness:

GARY M. MORRIS

witness:

(SEAL)

UNIT # 535-D

Steven M. Williams (SEAL)
Michelle Williams
Steven Williams
Michelle Williams

witness:

GARY M. MORRIS

witness:

GARY M. MORRIS

(SEAL)

UNIT # 537G

Linda Pare (SEAL)
Linda Pare

witness:

GARY M. MORRIS

witness:

(SEAL)

UNIT #

529-H Wade Humes (SEAL)
Wade Humes

witness:

GARY M. MORRIS

witness:

(SEAL)

21

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 529C

Robert E. Earnhardt (SEAL)

Robert Earnhardt

witness:

GARY M. MORRIS

witness:

UNIT # 601-G

Kelly Clark (SEAL)

Kelly Clark

witness:

GARY M. MORRIS

witness:

UNIT #

(SEAL)

witness:

witness:

UNIT #

(SEAL)

witness:

witness:

(SEAL)

BOOK 1700 PAGE 366

20

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 529-D
Allen J. Holmes (SEAL)
witness: Gray M. Morris
Allen Holmes

Jennifer M. Holmes (SEAL)
witness: Gray M. Morris
Jennifer Holmes

UNIT # 527F
Hemal Mehta (SEAL)
witness: Gray M. Morris
Hemal Mehta

(SEAL)
witness: _____

UNIT # 527-H
Shirley Gibbons (SEAL)
witness: Gray M. Morris
Shirley Gibbons

Scott Gibbons (SEAL)
witness: Gray M. Morris
Scott Gibbons

UNIT # 527-F
Morris M. Moye (SEAL)
witness: Gray M. Morris
Morris Moye

(SEAL)
witness: _____

19

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 529 A

Patsy R. Dunn (SEAL)
Patsy Dunn

witness:
Gary M. Morris

witness:

UNIT # 529 B

Brian Eshleman (SEAL)
Brian Eshleman

witness:
Gary M. Morris

witness:

UNIT # Allan Cannon
527-C (SEAL)
Allan Cannon

witness:
Gary M. Morris

witness:

UNIT # 527-B (SEAL)

David Gardner (SEAL)
David Gardner

witness:
Gary M. Morris

witness:

BOOK 1700 PAGE 368

4

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

GARY M MORRIS

UNIT #

601 E Veronica R. Rettig (SEAL)

Veronica Rettig

(SEAL)

witness:

UNIT # 527 G

Christopher S. Williams (SEAL)

Christopher S. Williams

(SEAL)

witness:

GARY M MORRIS

witness:

UNIT # 527 F

Rupol Mehta (SEAL)

Rupol Mehta

(SEAL)

witness:

GARY M MORRIS

witness:

UNIT # 529 E

Nicole H. Braxton (SEAL)

Nicole H. Braxton

(SEAL)

witness:

GARY M MORRIS

witness:

BOOK 1700 PAGE 369

5

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 535 D
Michelle Williams (SEAL)
Michelle Williams

witness:
GARY M. MORRIS

witness:

witness:

witness:

witness:

witness:

witness:

witness:

(SEAL)

UNIT #

(SEAL)

(SEAL)

UNIT #

(SEAL)

(SEAL)

UNIT #

(SEAL)

(SEAL)

BOOK 1700 PAGE 370

22

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # 521A

x Michael A. Hedgepeth (SEAL)
Michael Hedgepeth

witness:

x Gary M. Morris

x Starlette Joyner Hedgepeth (SEAL)
Starlette Joyner Hedgepeth

witness:

x Gary M. Morris

UNIT #

(SEAL)

witness:

(SEAL)

witness:

UNIT #

(SEAL)

witness:

(SEAL)

witness:

UNIT #

(SEAL)

witness:

(SEAL)

witness:

BOOK 1700 PAGE 371

25

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

UNIT # B 537B

Christy Osborne (SEAL)

Christy Osborne

witness:

Gary M. Morris

Mark Osborne (SEAL)

Mark Osborne

witness:

Gary M. Morris

UNIT # 538 B

Michael Longley (SEAL)

Michael Longley

witness:

Gary M. Morris

witness:

UNIT # 535 F

Chris Sepich (SEAL)

Chris Sepich

witness:

Gary M. Morris

witness:

UNIT # 535A

Ella Ramsey (SEAL)

Ella Ramsey

witness:

Gary M. Morris

witness:

BOOK 1700 PAGE 372

26

The undersigned consent to the AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING FOREST, A CONDOMINIUM attached hereto and incorporated by reference.

witness:

GARY M. MORRIS

witness:

witness:

GARY M. MORRIS

witness:

witness:

GARY M. MORRIS

witness:

witness:

witness:

UNIT # 535-E

Kurian Raj Kasa

(SEAL)

Kurian Raj Kasa

(SEAL)

UNIT # 537-C

Tonya Jackson

(SEAL)

Tonya Jackson

(SEAL)

UNIT # 535H

Silvia Abreu

(SEAL)

Silvia Abreu

(SEAL)

UNIT #

(SEAL)

(SEAL)

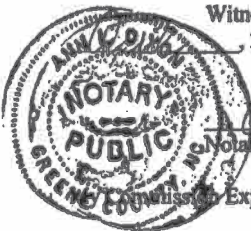
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Doug Barnham personally appeared
before me this day and, being first duly sworn stated
that

607B Diane DeTroye and James DeTroye
607C William Case
607D Clarice Blount
605A Nina Verdino
605B Pat Edwards
605C Ann O. Roberts
605D Thomas W. Shaw and Ruth L. Shaw
605F JoAnn Bell
605H Mark Bowling

Appeared before me and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 1st day of
2004.



Ann L. Dixon
Notary Public

Commission Expires: 2/10/2008

BOOK 1700 PAGE 374

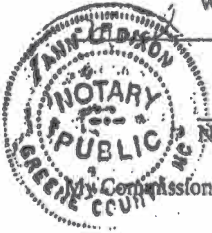
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Jessica Kimball personally appeared
before me this day and, being first duly sworn stated
that

601C Brian Word
601D Gary Morris
601F Douglas Barnham
601H Richard Figler
603C Leah V. Sparrow
603D Martha Woolard
515F Jana Mills
515G Darlene F. Garland
*601E Shaylon Rettig

Appeared before her and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
 , 2004.



Ann L. Dixon
Notary Public

My Commission Expires: 2/10/2008

BOOK 1700 PAGE 375

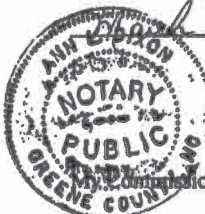
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Mary Elizabeth Quin personally appeared
before me this day and, being first duly sworn stated
that

519A Linda Collier
519C Kimberly Rhodes
519D Janet H. Sloan
519E Michele Wilder
521B Stephen Petrsek
521D Gladys Edwards
521E William Stevenson and Sandra Pierce
521G Carol Exum and Thurman Exum

Appeared before her and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
March, 2004.



Ann L. Dixon
Notary Public

My Commission Expires: 2/10/2008

BOOK 1700 PAGE 376

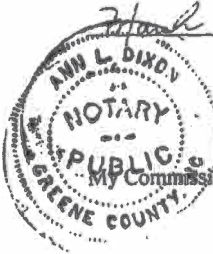
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Diane DeTove personally appeared
before me this day and, being first duly sworn stated
that

523A Mary Elizabeth Quinn
523B William Atkins and Elsa F. Atkins
523C Kenneth R. Moore
523D William Collins and Nancy Collins
523E Christopher Schuler and Corey Schuler
523F Dennis Harris
523H Gregory W. Knapp
525C Mary C. Earley
525D Ron Gorham
525E W. Wayne May
525F Steve Smith and Janice D. Smith
525H Marc Bolton
519G Byk Dmitry
519H Christopher Hill
521F Francis P. Gorman III
607A Lillie Marie Scott

607F Scott P. Turner and Kathleen J. Turner
Appeared before her and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
March, 2004.



Ann L. Dixon
Notary Public

My Commission Expires: 2/10/2008

BOOK 1700 PAGE 377

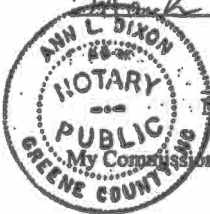
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Diane DeToye personally appeared
before me this day and, being first duly sworn stated
that

607H Plummer A. Jones Jr.
517A Orville Day Jr and Beverly Day
517B Howard Prince and Starr Prince
517C Jackie Wyman and James Wyman
517E Amy Hilawitz
517F Cynthia Christiano
515B Kathryn Goodchild and Dennis Moser
515C Jessica Kimbell
515D Lee Roy Moore and Peggy M. Moore
515E Regina Josenberger
515H Meredith Godwin
525A Oalow Williams

Appeared before her and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
March, 2004.



Ann L. Dixon
Notary Public

My Commission Expires: 2/10/2008

BOOK 1700 PAGE 378

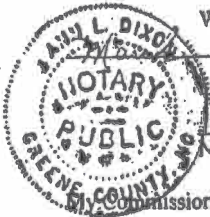
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Gary Morris personally appeared
before me this day and, being first duly sworn stated
that

601E Veronica R. Rettig
529A Patsy Dunn
529C Robert Earnhardt
529D Allen Holmes and Jennifer Holmes
529E Nichola Braxton
529F Morris Move
527A Michael A. Hedgepeth and Starlette Joyner Hedgepeth
527B David Gardner
527C Allan Carmon
527F Rupol Mehta and Hemal Mehta
527G Christopher S. Williams
527H Scott Gibbons and Shirley Gibbons
535A Ella Ramsey
535B Michael Langley
535D Michelle Williams and Steven M. Williams
535E Chris Sepich
535G Tara Cole

Appeared before me and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
March, 2004.



[Signature]
Notary Public

My Commission Expires: 2/10/2008

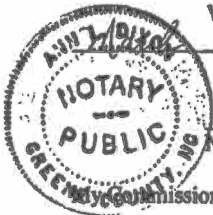
NORTH CAROLINA
PITT COUNTY

I, Ann L. Dixon, a Notary Public in and for the aforesaid
County and State, do hereby certify that Gary Morris personally appeared
before me this day and, being first duly sworn stated
that

535H Silva Abreu
537A Sharon Scarlett
537B Christy Osborne and Mark Osborne
537C Tonya Jackson
537D Melinda Beaman
537F Lauria Robertson
537G Linda Pare
535E Kurian Raj Kasa

Appeared before ^{him}~~her~~ and acknowledged the execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of
April, 2004.



Ann L. Dixon
Notary Public

My Commission Expires: 2/10/2008

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Ann L. Dixon

Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:33 o'clock P M. this 8
day of April 2004.

JUDY J. TART, Register of Deeds
By Judy J. Tart
Assistant/Deputy Register of Deeds

BOOK 1719 PAGE 640

FILED
JUDY J. TART
REGISTER OF DEEDS

04 MAY 12 AM 11:34

PITT COUNTY, NC

File: Copy **AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRING FOREST, A CONDOMINIUM, LOT 8 PHASE 8-A**

(SEE BOOK 570, PAGE 87 and BOOK 602, PAGE 106 and
BOOK 688, PAGE 438 and BOOK 811, PAGE 652 and BOOK 937
PAGE 31 and BOOK 953, PAGE 169 and BOOK 1313 Page 457
and Book 1369 page 558 and Book 1700 Page 340)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BREEZEWOOD, INC., hereinafter referred
to as "Developer", pursuant to the North Carolina Condominium Act
("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to Spring Forest, a
Condominium, recorded in Book 570, Page 87 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

WHEREAS, Developer now wishes to amend the Original
Declaration pursuant to Developer's rights to amend said Original
Declaration as contained in Article XII entitled "Amendment" and

\\condo\sprfor&A.amd

BOOK 1719 PAGE 641

Article III entitled "Additional Real Estate" and pursuant to Developer's exercise of development rights pursuant to Sections 2-110 and 2-109 of the Act, and pursuant to Transfer of Special Declarant Rights in Book 763, page 65 of the Pitt County Register of Deeds Office, by adding and delineating a portion of the property described on Exhibit "A-1" of the Original Declaration to the condominium area known as Spring Forest, a Condominium.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of Spring Forest, a Condominium, Lot 8, Phase 8A as shown on the Condominium Plan prepared by Gary S. Miller & Associates and recorded in Unit Ownership Book 3 at Pages 32-32C and on the plans and specifications of Spring Forest, a Condominium, Addition to Lot 8 - ^{Condominium} Common Area as shown on the Condominium Plan prepared by Gary S. Miller & Associates and recorded in ~~Unit~~ ^{Map} Ownership Book ⁶¹ ~~6~~ at Pages 112 of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements,

\condosprforda.mxd

BOOK 1719 PAGE 642

their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of Spring Forest, a Condominium, as recorded in Book 570 at Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 and in Book 1313 page 457 and in Book 1369 page 558 and in Book 1700 Page 340 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to Spring Forest, a Condominium, Lot 8, Phase 8-A by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to Spring Forest, a Condominium, Lot 8, Phase 8-A and the addition to Lot 8 and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for Spring Forest, a Condominium, Lot 8, Phase 8-A and the addition to lot 8 on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Gary S. Miller & Associates, such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 3 at Pages

BOOK 1719 PAGE 643

32-720 of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing Spring Forest, a Condominium, Lot 8, Phase 8-A and the additon to lot 8 , all plans and specifications as heretofore recorded for Spring Forest, a Condominium, as appears of record in Unit Ownership Book 2, Pages 41, 41A & 41B and in Unit Ownership Book 2, Page 46, 46A & 46B, and in Unit Ownership Book 2, Page 58, 58A and 58B and in Unit Ownership Book 2, Page 68, 68A and 68B and in Unit Ownership Book 2, Page 79, 79A and 79B and in Unit Ownership Book 2, Page 80, 80A and 80B and in Unit Ownership Book 3, Page 12, 12A and 12B and in Unit Ownership Book 3, Page 15, 15A and 15B ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of Spring Forest, a Condominium, Lot 8, Phase 8-A referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location

BOOK 1719 PAGE 644

of the common elements, location of parking facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration is amended to show the appropriate information as to Spring Forest, a Condominium, including Lot 8, Phase 8-A and is hereto attached and incorporated herein by reference as Exhibit "C".

Whereas, there has heretofore been executed and delivered to BB&T COLLATERAL SERVICE CORPORATION, Trustee, and BRANCH BANKING AND TRUST COMPANY, two certain Deeds of Trust, which are recorded in Book 1520, Page 728 and in Book 1520 Page 764, in the Office of the Registry of Deeds of Pitt County; and,

Whereas, said Developer desires that said existing Deeds of Trust be subordinated to this Amendment to Declaration of Condominium; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustee to join in the execution thereof;

NOW, THEREFORE, said BB&T COLLATERAL SERVICE CORPORATION, Trustee and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand

BOOK 1719 PAGE 645

paid, do hereby contract and agree with said Developer that this Amendment to Declaration of Condominium shall be superior to the Deeds of Trust now held by said parties and to carry out said purpose said BB&T COLLATERAL SERVICE CORPORATION, Trustee and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Developer their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Amendment to Declaration of Condominium.

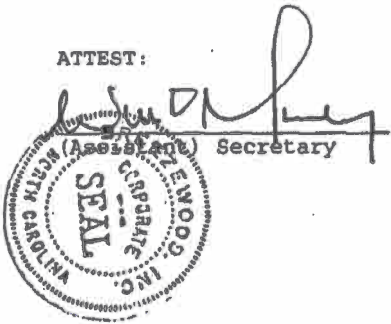
But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and BB&T COLLATERAL SERVICE CORPORATION, Trustee and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed under seal, this the 13th day of APRIL, 2004.

BREEZEWOOD, INC.

By: [Signature]
(Vice) President

ATTEST:



BB&T COLLATERAL SERVICE CORPORATION, Trustee

By: [Signature]
Sr. (VICE) PRESIDENT

BOOK 1719 PAGE 646

BRANCH BANKING & TRUST COMPANY

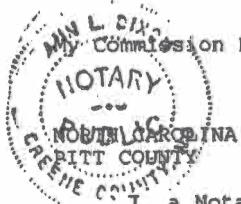
BY [Signature]
Sr. (VICE) PRESIDENT

NORTH CAROLINA
PITT COUNTY

Greene I, [Signature], a Notary Public in and for the aforesaid County and State, do hereby certify that William D. Markley personally appeared before me this day and acknowledged that he is Secretary of BREEZEWOOD, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 13th day of April, 2004.

[Signature]
Notary Public



I, a Notary Public in and for the aforesaid County and State, certify that Dennis W. Alexander personally came before me this day and acknowledged that he/she is ^{sr.}(Vice) President of BB&T Collateral Service Corporation, Trustee, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 13 day of April, 2004.

[Signature]
Notary Public

My Commission Expires: 8/16/2005



BOOK 1719 PAGE 647

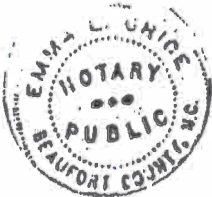
NORTH CAROLINA
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that J. Richard Lamm personally came before me this day and acknowledged that he/she is ⁵⁴(Vice) President of Branch Banking & Trust Company, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 13 day of April, 2004.

Emma L. Guice
Notary Public

My Commission Expires: 8/15/2005



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Ann L Dixon

Emma L Guice

Notary(ies) Public is (are) certified to be correct. Filed for registration at 11:34 o'clock A M. this 12 day of may 20 04.

JUDY J. TART, Register of Deeds

By Sharon C Coward
Assistant Deputy Register of Deeds

BOOK 1719 PAGE 648

Exhibit "A"

Tract 1:

Being all of Lot 8, Phase 8-A containing 0.395 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Lot 8 Phase 8-A" prepared by Gary S. Miller & Associates, Inc. and recorded in Unit Ownership Book 3 at Pages ~~32-32C~~ of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 and as amended in Book 1313 page 457 of the Pitt County Register of Deeds Office.

Tract 2:

Being all of the Addition to Lot 8, containing 0.737 acres, more or less, as shown on the plat entitled "Map for Record, Spring Forest Condominiums, Addition to Lot 8" prepared by Gary S. Miller & Associates, Inc. and recorded in Unit Ownership Book 618 at Page 112 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to Spring Forest, a Condominium, recorded in Book 570, Page 87 and as amended in Book 602, page 106 and as amended in Book 688, page 438 and as amended in Book 811 at Page 652 and as amended in Book 937 at Page 31 and as amended in Book 953 at Page 169 and as amended in Book 1313 page 457 of the Pitt County Register of Deeds Office.

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit to which they are attached.

BOOK 1719 PAGE 650

EXHIBIT C

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interests shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.