

WEATHERSTONE  
DECLARATION OF UNIT OWNERSHIP  
UNDER THE PROVISIONS OF CHAPTER 47A OF THE  
GENERAL STATUTES OF NORTH CAROLINA, AND OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and entered into on the 30<sup>TH</sup> day of  
JUNE  
April, 1981, by TOMORROW'S CONCEPTS, INC. a North Carolina  
corporation and by WOODS BROTHERS INC., a North Carolina  
corporation hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in  
Chapel Hill Township, Orange County, North Carolina, which is  
more particularly described as follows:

SEE ATTACHED SCHEDULE A - PHASE I

AND WHEREAS, Declarant being the owner of the above  
described property and the certain condominium type multi-unit  
building and improvements heretofore or hereinafter constructed,  
desires to divide the project into single family residential  
condominium units, or "units" as that term is defined under the  
provisions of the North Carolina Unit Ownership Act, and to sell  
and convey the same to various purchasers subject to the  
covenants, conditions and restrictions herein reserved to be kept  
and observed;

AND WHEREAS, Declarant intends, by the filing of this Decla-  
ration, to submit the above described property and the multi-  
unit office buildings located thereon and all other improvements  
constructed, together with all appurtenances thereto, to the  
provisions of the North Carolina General Statutes, Chapter 47A,  
Unit Ownership Act.

NOW, THEREFORE, Declarant does hereby publish and declare  
that all of the property described above and as described in  
Paragraph 2 below is held and shall be held, conveyed, hypothec-  
ated, 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

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the division thereof into single family residential condominium units and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, 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. Definitions: To the extent not inconsistent with this Declaration, all definitions contained in North Carolina General Statutes, Chapter 47A, Unit Ownership Act, as the same may be amended from time to time, are incorporated herein by reference.

2. Descriptions and Unit Designations:

a) The description of the land on which the buildings and improvements are located is set forth in attached Schedule A.

b) The buildings to be constructed in Phase I two stories in height, without basement, and contain in the aggregate six (6) units. It is the Declarant's intent, pursuant to paragraph 19 herein, to annex five additional phases into this project, so that ultimately there shall be eleven (11) more additional buildings for a total of thirteen (13) buildings, with an aggregate total of fifty-two (52) units. The units shall contain approximately 960 or 1110 square feet of heated living space. All units and buildings are woodframe construction on slab or over crawl space with brick or aluminum siding, asphalt shingle roofing, and glass windows. The buildings for Phase I, referred to hereinabove, are more particularly described and portrayed in the plans of said buildings, copies of which are attached to the original of this Declaration and made a part hereof and designated as Schedule B and filed with the Register of Deeds of Orange County simultaneously herewith showing all particulars of the buildings including the layout, location, ceiling and floor elevations, unit numbers and dimensions of the units, and location of the common areas and facilities affording access to each unit. The building shall have outside parking area, landscaped areas, and other usual appurtenances and facilities. Such plans bear the verified statement of a registered architect or licensed professional engineer,

certifying that said plans are an accurate copy of the plans of said multi-unit buildings.

c) The unit designation of each unit and the buildings in which said unit is located are more fully set out in Schedule C attached hereto and incorporated herein by reference.

(d) The unit designation of each condominium unit, its location, its dimensions, approximate area, number of rooms and common areas and facilities to which it has immediate access, and other data concerning its proper identification are set forth on Schedule B which is attached to the original of this Declaration and made a part hereof as referred to hereinabove. Each unit will be designed for single family residential living, either as two bedrooms with one and one-half bathrooms or as three bedrooms with two bathrooms. Each unit is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, roof and floors which are shown on said plans, subject to such encroachments as are contained in the building, whether the same now exist or may be caused or created by construction, settlement or movement of the building, or by permissible repairs, construction or alteration. For purposes of illustration, all square footage references are from the external sides of wall studs, excluding width of siding.

(e) Amendment of Plans: Declarant reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Declarant owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common areas without amendment of this Declaration by approval of the Association and the unit owners in the manner elsewhere provided. If Declarant shall make any changes in units authorized herein, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, Declarant shall apportion between the units the shares in the common areas which are appurtenant to the units concerned. No unit at any time may contain less than 400 square feet. So long as the amendment does not change or otherwise alter the total percentage ownership of a given unit as

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expressed in this Declaration at the time of filing the same, then an amendment of the Declaration altering the existing ratios by dividing existing unit percentages need be signed and acknowledged by Declarant only and need not be approved by the Association, the unit owners, or lienors, mortgagees of units or of the condominium, whether or not elsewhere required.

(f) Merger of Units: Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Association from removing or authorizing the removal of any party wall between any condominium units in order that the said units might be used together as one condominium unit. In such event, all assessments, voting rights, and the share of common elements shall be calculated as if such units were originally designated on the Schedules attached to this Declaration, notwithstanding the fact that several units were used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

3. Common Areas and Facilities: The common areas and facilities consist of all parts of the multi-unit buildings situated on the property described hereinabove, other than the individual office units therein and described in Paragraph 2 hereinabove, including, without limitation, the following (except such portions of the following as may be included within an individual unit):

(a) The land on which the buildings are erected and all lands surrounding the buildings as is more fully described in attached Schedule A.

(b) All foundations, columns, girders, beams, supports and other structural members.

(c) All exterior walls, and interior walls except those partitioned walls completely within the unit.

(d) Roofs, outside steps, walks, parking lots, drives, bridge or bridges, and entrances to and exits from the buildings.

(e) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat,

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refrigeration, air conditioning, incinerating and all other mechanical equipment pertaining thereto existing for common use.

(f) All sewer and water pipes.

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

(h) The initial undivided interest of each unit owner in Phase I in the common areas and facilities above described is more fully set out in Schedule C attached hereto and incorporated herein by reference. Except in those instances specifically provided for in paragraph 19 herein, the undivided interest of each unit owner in the common areas and facilities as herein set forth shall not be altered except with the unanimous consent of all unit owners and the holders of all liens affecting any units expressed in an amendment to this Declaration.

(i) All decks and patios, if any, constructed by Declarant as a part of or connected with a living unit or subsequently constructed by the Unit owner with the express consent of the Board of Directors of the Unit Owners' Association, as well as that area specifically identified in paragraph 6 hereof, shall constitute a Limited Common Area the use of which shall be exclusively limited to the unit owner, his invitees, licensees, tenants, and clients. Such unit owner shall be responsible to maintain and repair his Limited Common Area and keep the same in a presentable condition.

4. Amendment of Ratios: As provided by this Declaration, the Bylaws appended hereto, and the terms of Chapter 47A of the General Statutes of North Carolina, the ratio of an undivided interest of each unit owner in the common areas and facilities as set forth in Paragraph 3 hereto may be altered by an amendment to this Declaration duly recorded.

5. Association of Unit Owners: The operation and administration of the condominium shall be vested in a non-profit, incorporated association of unit owners, organized pursuant to North Carolina General Statute, Chapter 55A, to be known as

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WEATHERSTONE UNIT OWNERSHIP ASSOCIATION, INC. The membership of the association shall consist of all of the unit owners of the project, including Declarant, so long as Declarant retains ownership of one or more of the project units. The owner of any unit, upon acquiring title thereto, shall automatically become a member of WEATHERSTONE UNIT OWNERSHIP ASSOCIATION, INC., and shall be required to remain a member thereof until such time as his, her or its ownership of such unit ceases for any reason. At such time, his, her or its membership in WEATHERSTONE UNIT OWNERSHIP ASSOCIATION, INC., shall automatically cease. The affairs of the association shall be managed and conducted by its Board of Directors. In the operation of the project and the maintenance, repair, replacement and operation of the common elements, and any additions and alterations thereto, the Board of Directors shall be vested with all of the powers reasonably necessary for the operation of the condominium, as the same are consistent with the provisions of Chapter 47A of the North Carolina General Statutes, this Declaration and the By-Laws of WEATHERSTONE UNIT OWNERSHIP ASSOCIATION, INC., as written and as may be amended from time to time.

6. Use: The buildings and each of the units therein shall be used for single family residential living purposes only. No commercial or professional office use of the premises, other than as Declarant's sales office, shall be permitted. Any unit owner may delegate to the members of his family and tenants, in accordance with the By-Laws of WEATHERSTONE, his rights of possession, use and enjoyment of his unit and the common area and facilities. There is reserved to the exclusive use of each unit owner the portion of the general common areas extending ten (10) feet immediately from the front and/or rear building line of each individual unit and such area may be used for construction of decks or patios; provided, however, that no such patios or decks shall be erected by any unit owner without permission of the Board of Directors of WEATHERSTONE.

7. Person to Receive Service of Process: Charles G. Beemer, Attorney at Law, is hereby designated to receive service



of process in any action which may be brought against or in relation to this condominium. Said person's place of business is University Mall, Chapel Hill, North Carolina 27514, which is within the city and county in which the buildings are located.

B. Easements: Each unit owner shall have an easement in common with the other owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other units and servicing his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, lines, wires, ducts, cables, conduits, public utility lines and other common facilities serving such other units and located in such unit. Each unit owner is hereby granted an easement upon the property hereunder for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, gas, telephones, and electricity and cable television hook-up. Each unit owner is further granted the right and easement to use his unit's Limited Common Areas for the location of a condenser unit for the heat pump and utility meters servicing his unit. The location of the condenser unit for the heat pump and utility meters shall be that as located by the Declarant at time of construction or such other location as approved by the Board of Directors. The Manager or the Board of Directors, as the case may be, shall have the right of access to each unit to inspect the same, to correct or terminate violations as to same and to maintain, repair or replace the common facilities contained therein or elsewhere in the building.

The Board of Directors may hereafter grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, and wires over, under, along and on any portion of the common areas; and each unit owner hereby grants the Board of Directors an irrevocable power of attorney to execute, acknowledge and record for and in the name of each unit owner such instruments as may be necessary to effectuate the

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foregoing.

BOOK 366 PAGE 551

All unit owners, their invitees, licensees, and guests shall have in common with all other unit owners easements for ingress and egress for pedestrian traffic over, across, and through all walkways, paths, lanes, and sidewalks as may from time to time exist within the common areas and easements for vehicular traffic over, across, and through such portions of the common areas as may from time to time be paved and intended for such use.

In addition to the foregoing, each unit Owner shall have an easement in common with all other Unit Owners for any non-negligent and/or unintentional encroachment of his Unit on another Unit or his Unit on the common area. Such easement shall exist for so long as the encroachment exists and shall exist, as an easement appurtenant to and running with the unit, to the extent of the encroachment.

9. Partitioning: The common areas and facilities shall not be divided nor shall any right to partition any portion thereof exist. Nothing herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entirety, jointly, or in common or in any other form by law permitted.

10. Liens: While the property remains subject to this Declaration and the provisions of the North Carolina Unit Ownership Act, no liens of any nature shall arise or be created against the common areas and facilities except with the unanimous consent in writing of all of the unit owners and the holders of first liens thereon except such liens as may arise or be created against the several units and their respective common interests under the provisions of Chapter 47A North Carolina General Statutes. Every agreement for the performance of labor, or the furnishing of materials to the common areas and facilities, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the right to file a mechanics' lien or other similar lien by reason of labor performed or materials furnished is waived.

11. Nature of Interest in Units: Every condominium unit, together with its undivided interest in the common areas and

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facilities, for all purposes shall be and it hereby is declared to be a separated parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of its condominium unit subject only to the covenants, restrictions and easements as may be contained herein and the By-Laws of WEATHERSTONE and the Rules and Regulations adopted pursuant thereto and the resolutions and decisions of the Board of Directors.

12. Insurance: Insurance coverage on the property shall be governed by the following provisions:

(a) Ownership of Policies: All insurance policies insuring the condominium property shall be purchased by the Board of Directors for the benefit of the Board of Directors and the unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance to the mortgagees of unit owners certificates of mortgagee endorsements. Unit owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

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

- (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) such other risk as from time to time shall be customarily covered with respect to buildings similar in construction, location and use.

Public liability insurance shall be secured by the Board of Directors in such amount and with such coverage as shall be deemed necessary by the Board of Directors, including but not limited to an endorsement to cover liability of the unit owners

*Handwritten note:*  
Including wall to wall carpeting and similar appliances permanently installed

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held in trust for the mortgagee and the unit owner as their interests may appear.

13. Distribution of Insurance Proceeds: Proceeds of insurance policies received by the Board of Directors as insurance trustees shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust: All expenses of the insurance trustees shall be first paid or provision made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as provided by Paragraph 12 hereof. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners.

(c) Failure to Reconstruct or Repair: If it is determined as provided in Paragraph 12 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof.

14. Damage and Destruction: Except as hereinafter provided, damage to or destruction of the building or buildings shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance on the buildings for that purpose and unit owners shall be liable for assessment of any deficiency provided, however, if the entire group of buildings be more than two-thirds destroyed by fire or other casualty and the owners of three-fourths of all of the units in the several buildings located on subject property resolve not to proceed with reconstruction or restoration, then in that event the property shall either be (a) sold or otherwise transferred as hereinafter provided, or (b) deemed to be owned as tenants in common by the unit owners of the destroyed buildings and subject to the provisions of North Carolina General Statutes 47A-25 as the same exists at the date hereof or as amended hereafter. The determination of whether to sell the property or to make the property subject to the provisions of North Carolina General Statute 47A-

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25 shall be by affirmative vote of three-fourths of all of the unit owners of the several buildings.

Any reconstruction or repair shall be in accordance with the plans of the original building, portions of which are attached hereto as exhibits; and if not, then according to the plans and specifications approved by the Board of Directors.

15. Subordination: Nothing contained in this Declaration shall impair or defeat the lien of any first mortgage or deed of trust made in good faith and for value, but the title to any unit or any interest therein is subject to this Declaration.

16. Restrictions:

(a) It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property, which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on in or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to other unit owners. There shall not be maintained in or upon any unit any plants, poultry or animals, other than household pets and household plants as hereinafter specified and allowed by the Rules and Regulations of WEATHERSTONE, nor shall any device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the other unit owners thereof be permitted to remain in any unit.

(c) No commercial signs, such as those advertising the unit "for rent" or "for sale," shall be permitted to remain in or near any unit, save and except those posted by Declarant or any of its authorized agents during the development and construction of WEATHERSTONE.

(d) Garbage and trash shall be disposed of only in areas specifically designated therefor.

(e) No structure of a temporary character shall be placed

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James R. Lee  
Mary M. Hill  
John A. G.  
PO 11121



upon the property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the multi-unit buildings, it being clearly understood that these latter temporary shelters may not, at any time, be used as offices or permitted to remain on the building plot after construction is completed.

(f) Uniform reasonable rules and regulations for WEATHERSTONE, including penalties levied in the enforcement thereof, concerning the use of the property solely and exclusively for office and general business purposes, excluding retail sales shall be promulgated and adopted by Declarant and shall be amended and rescinded from time to time by the Board of Directors. Copies of the current regulations shall be furnished by the Association to all owners of the condominium units on request. The regulations shall not conflict with the Declaration or By-laws.

(g) All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded in Orange County, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the unit owners owning 66 2/3 percent in common interest of the units affected by such covenants (except in those instances specifically governed by North Carolina General Statute 47A-16) has been recorded agreeing to revise or amend or rescind said covenants in whole or in part.

(h) In the event of a violation or breach of any of these restrictions or of any other restrictions or covenants of this Declaration by any unit owner, guest, licensee, client, invitee, or agent of such owner, the owners of units, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing and in the event there shall have been any violation of these restrictions, Declarant, shall have the right at any time

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until six (6) months from and after the date and time as of which all of the units shall have been sold by Declarant to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the offending owner if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior thereto or subsequent thereto, and shall not bar or affect its enforcement.

17. Units Subject to Declaration, By-Laws, Rules and Regulations: All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and any Rules and Regulations that may be adopted in accordance with the By-Laws, as said Declaration, By-Laws, Rules and Regulations may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and any Rules and Regulations which may be adopted are accepted and ratified by such owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were made a part of each and every deed of conveyance or lease.

18. Amendment to Declaration:

(A) This Declaration may be amended by the vote of 66 2/3 percent in common interest of all of the unit owners, except as provided under Paragraph 3 (h) and Paragraph 19 and except in those matters as is further provided under North Carolina General Statute 47A-16 concerning the removal of property from the impact of the Declaration, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No

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 Attorney at Law  
 Cherry Hill  
 State of N.C.  
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amendment shall be effective until recorded in the Office of the Register of Deeds for Orange County.

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Amendment*

~~(B) In the event that the Declarant shall seek to obtain approval of this Declaration and units constructed subject thereto in order that the same will then be eligible for loans approved or guaranteed by the Veterans Administration (herein called "VA") or the Department of Housing and Urban Development (herein called "HUD"), or other governmental agency, it is likely that such agency or agencies will require changes in this Declaration in order to make the units eligible for such loans. In such event, the Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration, and the amendment shall become effective upon recordation of the amendment, along with attached evidence of approval by the appropriate governmental agency, in the Orange County Registry. A letter from an official of the VA, HUD, or other appropriate governmental agency, requesting or suggesting an amendment, shall be sufficient evidence of the approval of VA, HUD and/or such other agency.~~

(C) Declarant shall have the right to amend this Declaration in accordance with paragraph 19.

19. Additional Phases: Anything contained in this Declaration to the contrary notwithstanding, it is the Declarant's intention that the development of WEATHERSTONE include not only the property described in attached Schedule A as Phase I and the six (6) units and common areas therein included as a fully completed first phase, but also that WEATHERSTONE may, in the future and in additional phases, include forty-six (46) additional units to be located in eleven (11) additional buildings. Declarant shall have the absolute right in its discretion to construct the additional units, and if any of such units are so constructed on the land contiguous to the land now covered by this Declaration (or contiguous by way of an easement), and if such additional units are substantially equivalent in unit value and construction to the units now covered under this Declaration, then, for the purpose of amending this Declaration and the

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Bylaws, each owner (and the mortgagees of each owner of a unit hereunder) shall be deemed to have consented to an amendment or amendments to this Declaration and the Bylaws for the purpose of including such additional units hereunder. Each unit owner (and such owner's successors) does hereby and upon and by acceptance of a deed for a unit hereunder: (i) consent to the option by the Declarant to expand and to amend the Declaration as contemplated herein and agrees to execute such further papers and instruments, if any, as may be necessary from time to time to accomplish such amendment; (ii) consents to a redetermination of each unit owner's percentage interest in the common areas and facilities stipulated in Paragraph 3 hereof; and (iii) appoints the Declarant as attorney-in-fact to amend this Declaration and execute such further papers and instruments necessary to accomplish any amendments. The power of attorney granted herein is coupled with an interest and irrevocable.

From time to time as additional common areas are added, each then owner, and each person or entity thereafter becoming an owner, and their successors in title, shall upon the addition of additional common areas automatically be vested with his appropriate undivided percentage interest in such additional common areas. The conveyance of a unit shall carry this future interest whether or not specific reference is made thereto.

The additional property which may be, but is not required to be added from which future phases may be, but are not required to be constructed, is contiguous and lies to the north of Phase I. Said additional property before being added, is not subject to this Declaration nor to any charge or encumbrance by reason of this Declaration (there being no such charge or encumbrance, express or implied), and may be, rather than added hereto, conveyed, pledged, and transferred by the Declarant or by any owner of said property totally free of this Declaration.

As the Declaration is amended as permitted herein to include additional completed units or additional units under construction by the Declarant an owner's undivided percentage interest shall be deemed changed and reduced and the amount of such reduction



shall revert to the Declarant so that appropriate undivided percentage interests in the common areas may be conveyed to those who become owners in subsequent phases. Schedule D, attached hereto and incorporated herein by reference, represents declarant's good faith estimates of the approximate change in each unit's undivided interest, if, and as, additional phases of WEATHERSTONE are constructed and submitted to this declaration.

20. Assessment for Common Expenses: The common expenses of the condominium project shall be shared by the unit owners in the ratios specified in Paragraph 3(h) herein as the same may be amended from time to time.

(A) The common expenses shall be assessed against each unit owner as provided for in the By-Laws appended hereto. Assessments which remain unpaid for over thirty (30) days after due date shall bear interest at the maximum rate allowed by law.

(B) Unit Owners shall be subject to assessment by the Board of Directors upon acquiring title to the Unit; subject, however, to the proviso that so long as Declarant remains vested with title to any Unit which remains vacant, the assessment to which Declarant is subject for such unit shall be one-half the assessment amount to which each remaining unit owner, other than Declarant, is subject.

(C) Any assessment, whether the same shall be a monthly assessment for common expenses or a special assessment for capital expenditures, as is more fully set out in the By-Laws appended hereto, which remains unpaid for more than thirty (30) days shall constitute a lien upon the delinquent unit when notice of the unpaid assessment is filed in the Office of the Clerk of Superior Court of Orange County in the manner provided for by Article 8 of Chapter 44, North Carolina General Statutes. The lien for unpaid assessments shall also secure reasonable attorney's fees incident to the collection or enforcement of said lien. In any foreclosure of a lien for unpaid assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Board of Directors shall be entitled to the appointment of a receiver to collect the same.

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21. Easement for Construction Purposes: The Declarant, or its duly authorized agents, shall have full rights of ingress and egress to and through, over and about the common areas during such period of time as the Declarant is engaged in any construction or improvement work on or within the property described or additional property and, shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction. No owner, his guests, licensees, clients or invitees shall in any way interfere or hamper Declarant, its employees, successors or assigns in connection with such construction.

22. Retained Rights of Declarant:

(A) Declarant may transact any business necessary to consummate sales of units including, but not limited to, erection and maintenance of unit models and a sales office, use of a unit as a model and a sales office, erection and maintenance of signs and advertising for the sale of units, and the right to bring prospective purchasers through all common areas. Sales office furnishings, furniture and furnishings in the model units, signs and other items pertaining to sales shall remain the property of Declarant.

(B) Declarant may change the location of easements for ingress and egress from the property described in this Declaration to public roads so long as the easement conforms to the requirements of all governmental authorities having jurisdiction.

(C) No action shall be taken by a unit owner that would be detrimental to the sales of units by Declarant while Declarant holds units for sale in the ordinary course of business.

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

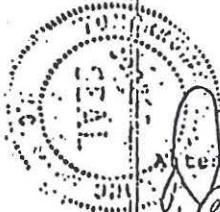


24. Waiver: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

25. Captions: The captions herein are inserted only as a matter of convenience and for reference and such shall not be construed to define, limit or describe the scope of this declaration nor the intent of any provision hereof.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in this corporate name with corporate seal attached this the 30<sup>th</sup> day of ~~April~~<sup>JUNE</sup>, 1981.



Attest: [Signature]  
Secretary

TOMORROW'S CONCEPTS, INC.

By: [Signature]  
President



Attest: [Signature]  
Secretary

WOODS BROTHERS, INC.

By: [Signature]  
President

Charles G. Bremer, P.A.  
Attorney at Law  
University Mall  
Cupid Hill, N.C.  
919 273 8281

NORTH CAROLINA  
ORANGE COUNTY

BOOK 366 PAGE 563

I, Charles G. Beemer, a Notary Public, do hereby certify that David J. Brown, personally came before me this day and acknowledged that he is Secretary of Tomorrow's Concepts, Inc. and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by said Secretary.



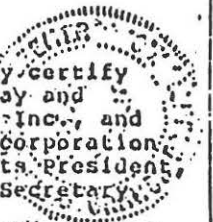
Witness my hand and official seal, this the 30<sup>th</sup> day of April, 1981.  
JUN 6

*Charles G. Beemer*  
Notary Public

My commission expires: 8/25/81

NORTH CAROLINA  
ORANGE COUNTY

I, Charles G. Beemer, a Notary Public, do hereby certify that John M. Woods, personally came before me this day and acknowledged that he is Secretary of Woods Brothers, Inc. and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by said Secretary.



Witness my hand and official seal, this the 30<sup>th</sup> day of April, 1981.  
JUN 6

*Charles G. Beemer*  
Notary Public

My commission expires: 9/25/81

STATE OF NORTH CAROLINA—ORANGE COUNTY

THE FOLLOWING CERTIFICATE IS OF Charles G. Beemer

NOTARY (OR FORMER) PUBLIC OF THE DESIGNATED GOVERNMENTAL UNIT AS (AHE) CERTIFIED TO BE

THIS THE 16<sup>th</sup> DAY OF July 1981

BETTY JUNE HAYES, REGISTER OF DEEDS

BY: *Betty June Hayes*

REGISTER OF DEEDS

RETURN:

FILED  
BOOK/PAGE 366 PAGE# 544

JUL 1 12 47 PM '81

BETTY JUNE HAYES  
REGISTER OF DEEDS  
ORANGE COUNTY, N.C.

Deposited  
9/17/81



Amerson  
p. 567

SCHEDULE A  
WEATHERSTONE CONDOMINIUMS  
PHASE I

BEGINNING at an iron stake located on the northern line of a newly dedicated 90 foot right of way of Weaver Dairy Road (45 feet from the centerline of said road), the southwest corner of a 5.696 acre tract, said stake being shown on a survey entitled "Tomorrow's Concepts, Inc." by Ballentino, Ayers & Neville, P.A., dated March 6, 1981, revised March 23, 1981, and recorded in Plat Book 33, Page 87, Orange County Registry, to which plat reference is hereby made, and running thence North 0 degrees 31 minutes 30 seconds East 197.95 feet to a stake; thence a new line South 89 degrees 28 minutes 30 seconds East 137.66 feet to a point; thence a new line North 45 degrees 31 minutes 30 seconds East 52.19 feet; thence a new line South 44 degrees 28 minutes 30 seconds East 94.72 feet to a point; thence a new line South 0 degrees 31 minutes 30 seconds West 139.46 feet to a point on the northern right of way line of Weaver Dairy Road, the southern line of the aforesaid 5.696 acre tract; thence along and with said right of way line South 83 degrees 49 minutes West 243.20 feet to the point and place of BEGINNING, and being all of Phase I, WEATHERSTONE. See also Plat of Weatherstone, Phases I and II, recorded in Plat Book 33, Page 194, Orange County Registry, to which reference is hereby made.

SCHEDULE B  
WEATHERSTONE CONDOMINIUMS

The layout and location of the condominiums in Phase I as well as the elevations, unit numbers, dimensions of units and number of rooms in each unit are shown on plats recorded in Plat Book 33, Page 194-198, Orange County Registry.

Charles G. Moore, P.A.  
Attorney at Law  
University Mall  
Orlando, FL, U.S.A.  
(407) 871-0771

SCHEDULE C - PHASE I UNITS  
 UNIT AND BUILDING DESIGNATION - PERCENTAGE OWNERSHIP

BUILDING AND UNIT	SQUARE FOOTAGE	ESTIMATED FAIR MARKET VALUE AT CONSTRUCTION	UNDIVIDED INT- IN COMMON AREA
1A	1110	\$51,900	17.33%
1B	960	45,900	15.34
1C	1110	51,900	17.33
2A	1110	51,900	17.33
2B	960	45,900	15.34
2C	1110	51,900	17.33



SCHEDULE D  
 DECLARANT'S ESTIMATE OF PERCENTAGE OWNERSHIP  
 RESULTING FROM INCORPORATION OF ADDITIONAL PHASES  
 INTO WEATERSTONE

BUILDING- UNIT #	SQUARE FOOTAGE	ESTIMATED FAIR MARKET VALUE AT CONSTRUCTION	WITH ADDITIONAL PHASES, THE ESTIMATED RESULTING UNDIVIDED OWNERSHIP IN COMMON AREAS					
			PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI
1A	1110	\$51,900	17.33%	7.04%	4.57%	3.38%	2.67%	1.99%
1B	960	45,900	15.34	6.24	4.04	2.995	2.36	1.76
1C	1110	51,900	17.33	7.04	4.57	3.38	2.67	1.99
2A	1110	51,900	17.33	7.04	4.57	3.38	2.67	1.99
2B	960	45,900	15.34	6.24	4.04	2.995	2.36	1.76
2C	1110	51,900	17.33	7.04	4.57	3.38	2.67	1.99
3A	1110	51,900		7.04	4.57	3.38	2.67	1.99
3B	960	45,900		6.24	4.04	2.995	2.36	1.76
3C	960	45,900		6.24	4.04	2.995	2.36	1.76
3D	1110	51,900		7.04	4.57	3.38	2.67	1.99
4A	1110	51,900		7.04	4.57	3.38	2.67	1.99
4B	960	45,900		6.24	4.04	2.995	2.36	1.76
4C	960	45,900		6.24	4.04	2.995	2.36	1.76
4D	960	45,900		6.24	4.04	2.995	2.36	1.76
4E	1110	51,900		7.04	4.57	3.38	2.67	1.99
5A	1110	52,900			4.66	3.44	2.725	2.035
5B	960	46,900			4.13	3.06	2.415	1.805
5C	960	46,900			4.13	3.06	2.415	1.805
5D	1110	52,900			4.66	3.44	2.725	2.035
6A	1110	52,900			4.66	3.44	2.725	2.035
6B	960	46,900			4.13	3.06	2.415	1.805
6C	960	46,900			4.13	3.06	2.415	1.805
6D	1110	52,900			4.66	3.44	2.725	2.035
7A	1110	52,900				3.44	2.725	2.035
7B	960	46,900				3.06	2.415	1.805
7C	960	46,900				3.06	2.415	1.805
7D	1110	52,900				3.44	2.725	2.035
8A	1110	52,900				3.44	2.725	2.035
8B	960	46,900				3.06	2.415	1.805
8C	960	46,900				3.06	2.415	1.805
8D	1110	52,900				3.44	2.725	2.035
9A	1110	53,900					2.775	2.075
9B	960	47,900					2.475	1.845
9C	960	47,900					2.475	1.845
9D	1110	53,900					2.775	2.075
10A	1110	53,900					2.775	2.075
10B	960	47,900					2.475	1.845
10C	960	47,900					2.475	1.845
10D	1110	53,900					2.775	2.075
11A	1110	53,900						2.075
11B	960	47,900						1.845
11C	960	47,900						1.845
11D	1110	53,900						2.075
12A	1110	53,900						2.075
12B	960	47,900						1.845
12C	960	47,900						1.845
12D	1110	53,900						2.075
13A	1110	53,900						2.075
13B	960	47,900						1.845
13C	960	47,900						1.845
13D	960	47,900						1.845
13E	1110	53,900						2.075

Consistent with the latest Federal Home Loan Mortgage Corporation guidelines, the following are added to the WEATHERSTONE Declaration of Unit Ownership and By-Laws and being recorded therewith and incorporated by reference are deemed to be a part of the originals as if more fully set out therein:

To Paragraph 3 of the Declaration (page 5), as subparagraph (j) the following shall be added: "(j) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements (common area and facilities) of WEATHERSTONE, unless at least 2/3 of the first mortgagees (based upon one vote for each first mortgage owned) or 2/3 of the Unit Owners (other than Declarant) of the individual condominium units have given their prior written approval, WEATHERSTONE UNIT OWNERSHIP ASSOCIATION shall not be entitled to: except by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (common area and facilities). The granting of easements for public utilities or any other public purpose is not deemed to be a transfer in the context of this paragraph."

To Paragraph 12(b) of the Declaration (page 9), following the word "land" in the first sentence, shall be added "including wall to wall carpeting and domestic appliances permanently attached to the real property rather than free standing, . . ."

To Paragraph 19 of the Declaration as the last unnumbered subparagraph thereof (page 17), the following shall be added: "From and after seven (7) years from the date this Declaration is recorded, Declarant's rights hereunder to add additional property to WEATHERSTONE as phases thereof shall cease and expire."

To Article III, Paragraph 8 of the By-Laws, as the last sentence thereof (page 9), the following shall be added: "Any agreement for the professional management of WEATHERSTONE must be in writing and may not exceed three (3) years in duration. Said agreement must further state that it can be terminated by either party without cause upon ninety (90) days or less written notice and terminated without payment of a termination fee."

IN WITNESS WHEREOF, the Declarant has caused this addenda to WEATHERSTONE Declaration of Unit Ownership and By-Laws to be

Address: Woods Brothers, Inc., & Tomorrow's Concrete, Inc.  
Rt. 3, Box 176, Hillsborough, N. C. 27778

Prepared By &  
Return

James C. Seaman, P.A.  
Attorney at Law  
Company, Inc.  
Dept. 24, B.C.  
07147-1271



executed in its corporate names with corporate seals attached, this the 30<sup>th</sup> day of June, 1981.

TOMORROW'S CONCEPTS, INC.

By: [Signature]  
President



Attest: [Signature]  
Secretary

WOODS BROTHERS, INC.

By: [Signature]



Attest: [Signature]  
Secretary

NORTH CAROLINA  
ORANGE COUNTY

I, Charles G. Beemer, a Notary Public, do hereby certify that David J. Brown, personally came before me this day and acknowledged that he is Secretary of Tomorrow's Concepts, Inc. and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by said Secretary.

Witness my hand and official seal, this the 30<sup>th</sup> day of June, 1981.

[Signature]  
Notary Public

My commission expires: 8/25/81  
NORTH CAROLINA  
ORANGE COUNTY

I, Charles G. Beemer, a Notary Public, do hereby certify that John M. Woods, personally came before me this day and acknowledged that he is Secretary of Woods Brothers, Inc. and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by said Secretary.

Witness my hand and official seal, this the 30<sup>th</sup> day of June, 1981.

[Signature]  
Notary Public

My commission expires: 8/25/81

Charles G. Beemer, P.A.  
Barney St. Lee  
University Mall  
Chapel Hill, N.C.

STATE OF NORTH CAROLINA—ORANGE COUNTY  
THE FOREGOING CERTIFICATE IS OF Charles G. Beemer

A NOTARY (OR NOTARUS) PUBLIC OF THE DESIGNATED GOVERNMENTAL UNIT IS (ARE) CERTIFIED TO BE CORRECT

THIS THE 1<sup>st</sup> DAY OF July A.D. 19 81

BETTY JUNE HAYES, REGISTER OF DEEDS BY: [Signature]

ASSISTANT/DEPUTY REGISTER OF DEEDS

RETURN: \_\_\_\_\_

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BOOK 366 PAGE  
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BETTY JUNE HAYES  
REGISTER OF DEEDS  
ORANGE COUNTY, N.C.