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DECLARATION
OF
THE VILLAGE OF TROON

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PREPARED BY AND MAIL TO:

James G. Wallace
Perry, Patrick, Farmer & Michaux, P.A.
1901 Roxborough Road, Suite 100
Charlotte, North Carolina 28211

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THE VILLAGE OF TROON

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DECLARATION OF
THE VILLAGE OF TROON

THIS DECLARATION, made this 1st day of November, 1996, by WKB CHARLOTTE, INC., a North Carolina corporation ("Declarant"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act").

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in or near the City of Charlotte, County of Mecklenburg, and State of North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof, 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, Declarant desires to submit all of said property to the Act.

NOW, THEREFORE, Declarant, 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, North Carolina General Statutes.

1.2 Association. The Village of Troon Homeowners Association, Inc., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes. The Articles of Incorporation of the Association are attached hereto as Exhibit D.

1.3 Board. The Executive Board of the Association.

1.4 Bylaws. The Bylaws of the Association which are incorporated herein and made a part hereof by this reference, and attached as Exhibit E.

1.5 Common Elements. All portions of the Condominium except the Units. Limited Common Elements are Common Elements.

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

1.7 Condominium. The condominium created by this Declaration.

1.8 Declarant. WKB Charlotte, Inc., a North Carolina corporation and (i) any other owner who has executed this Declaration, or who hereafter executes an amendment to this Declaration to add Additional Real Estate, except First Mortgagees 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 as defined in Section 47C-1-103(23) of the Act.

1.9 Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the maximum number of Units which Declarant may create on the Phase I Property and on the Additional Real Estate Units to Unit Owners other than a Declarant, or (iv) the date two (2) years after any development right to add New Units was last exercised by Declarant.

1.10 First Mortgage and First Mortgagee. A First Mortgage is a mortgage or deed of trust which has been recorded so as to give constructive notice thereof; and which is a first lien on the Unit or 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 of the Register of Deeds for Mecklenburg County, North Carolina, in which the First Mortgage is recorded, including the Federal National Mortgage Association and including a purchaser at foreclosure sale upon foreclosure of a First Mortgage until 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 Mortgagee for all purposes under this Declaration and the Bylaws.

1.11 Limited Common Elements. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of one but fewer than all of the Units including, but not limited to, any patio, garage, driveway or sidewalk appurtenant to a Unit and any attic storage areas appurtenant to a Unit. That portion of the property upon which heating and air conditioning equipment serving a Unit is located shall constitute a Limited Common Element allocated specifically to the Unit served by such equipment.

1.12 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.

1.13 Person. A natural person, corporation, partnership, trust or other legal or commercial entity, or any combination thereof.

1.14 Plans. The plans of the Condominium, recorded in Unit Ownership File No. 414 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and by the Act made a part of this Declaration.

1.15 Plat. The survey plat depicting the Condominium and the location of the building on the property, recorded in Unit Ownership File No. 414 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and by the Act made a part of this Declaration.

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 building 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 Rules and Regulations. The rules and regulations of the Condominium promulgated by the Executive Board from time to time.

1.18 Special Declarant Rights. The rights as defined in Section 47C-1-103(23) of the Act for the benefit of a Declarant, including but not limited to the following: to complete the improvements indicated on the Plans; to maintain sales offices, management offices, models and signs advertising the Condominium; to exercise any development right as defined in Section 47C-2-110 of the Act; to use easements through the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control period; to withdraw any portion of the Property from the Condominium; and to add Additional Real Estate. Declarant shall have no right to subdivide or convert Units owned by Declarant.

1.19 Unit. A portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit B. Each Unit is designated and delineated on the Plans.

1.20 Unit Boundaries. The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the

undecorated surfaces of the ceiling 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. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located.

1.21 Unit Owner. The person or persons, including the Declarant, owning a Unit in fee simple.

1.22 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.

1.23 Clubhouse or Community Center. The building and pool area located on the Common Elements for the use and enjoyment of Unit Owners.

1.24 Lake and Gazebo. The lake and gazebo built over the lake as a part of the Common Elements for the use and enjoyment of Unit Owners.

ARTICLE II

Submission of Property to the Act

2.1 Submission. Declarant hereby submits the Property to the Act.

2.2 Name. The Property shall hereafter be known as The Village of Troon.

2.3 Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the property into one phase (Phase I) containing six (6) buildings with each building being hereby divided into four (4) Units for a total of twenty-four (24) Units in Phase I 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 47C-2-111 and 47C-2-112 of the Act.

2.5 Limited Common Elements. The Limited Common elements serving or designed to serve each Unit are hereby allocated solely and exclusively to each such Unit.

2.6 Unit Allocations. The allocations to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses are as stated on Exhibit B. The allocation of undivided interest in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that the square foot area of each Unit bears to the then aggregate square foot area of all Units. The votes are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.

2.7 Encumbrances. The liens, defects and encumbrances affecting the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out on Exhibit C.

2.8 Condominium Ordinances. The Condominium is not subject to any code, real estate use law, ordinance, charter provisions, or regulation (i) prohibiting the condominium form of ownership, of (ii) imposing conditions or requirements upon a condominium which are not imposed upon physically similar developments under a different form of ownership. This statement is made pursuant to Section 47C-1-106 of the Act for the purpose of providing marketable title to the Units in the Condominium.

2.9 Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights, as defined in Article 1.18.

ARTICLE III

Additional Real Estate

3.1 Declarant's Right to Add Additional Real Estate. Declarant expressly reserves the right to add the 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 47C-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 ninety-two (92) Units. All of such Units will be restricted exclusively to residential use.

3.3 Compatibility of Style, etc. It is Declarant's present intent that any buildings and Units that may be erected upon the Additional Real Estate or a portion thereof will be compatible with the other buildings in the Condominium in terms of architectural style, quality of construction, and size. However, Declarant expressly reserves the right to change the architectural style and size of any buildings and Units that may be erected upon the Additional Real Estate.

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 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. In the event that Declarant shall not expand the Condominium by the use of any portion of the Additional Real Estate, Declarant shall have the right to develop all or any portion of the Additional Real Estate without restriction.

3.7 Allocation of Interest in Common Elements and Common Expenses. If Declarant adds the Additional Real Estate, or portions thereof, to the Condominium, the percentage interest of each Unit Owner in the Common Elements and the Common Expenses will be determined by a ratio formulated upon the relation that the square foot area of each Unit bears to the then aggregate square foot area of all Units.

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 any Unit, or any part of 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, lay, 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 inspect, 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.

4.4 Easements for Utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television and equipment facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of

first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use of occupancy of the Unit by its Owners.

4.5 Declarant's Easement.

(a) Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary 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 purpose.

(b) Declarant, and its successors and assigns owning the Additional Real Estate, or any portion thereof and Declarant's mortgagees, shall have and does hereby reserve a perpetual nonexclusive right and easement of use of those portions of the Common Elements of the Condominium used as streets or driveways, including the street entrance from Ballantyne Commons Parkway in Phase I on Ballantyne Trace Court, and of use of any and all water lines; sewer lines; lift station; storm water detention ponds; drainage easements; storm drains; electric, telephone, or cable television wires or conduits; gas lines; or similar utilities facilities that are a part of the Common Elements, to the extent reasonably necessary for Declarant, or such other owner of the Additional Real Estate, or a portion thereof, to have ingress and egress to and from the Additional Real Estate over the Common Elements, and to provide drainage facilities and utility services including sewer lines, the use of the lift station and the use of the storm water detention ponds, drainage easements, storm drains and other drainage facilities to the Additional Real Estate. Provided, however, the owner of the Additional Real Estate exercising such rights and easements shall contribute a reasonable pro-rata share of the cost of the operation and maintenance of the utility facilities and other portions of the Common Elements so utilized. These easements and rights may not be changed without the prior written consent of all parties entitled to the exercise of such easements and rights. Any easements rights of Declarant's mortgagees shall terminate upon satisfaction and cancellation of that mortgagee's deed of trust.

4.6 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, its successors and assigns owning the Additional Real Estate, or any portion thereof, Declarant's mortgagees, the Association, Unit Owners, Occupants, First Mortgagees and any other person having any interest in the Condominium or any part 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.

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 the 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) Except as may be otherwise expressly provided in this Declaration, each unit shall be used for residential purposes only and shall be occupied by no more than three (3) unrelated persons or six (6) related persons on a permanent basis. No trade or business of any kind may be conducted. Lease or rental of a unit for residential purposes shall not be considered to be a violation of this Covenant, so long as the lease is in compliance with the provisions of this Declaration, the Bylaws and reasonable Rules and Regulations adopted by the Board.

(b) No Unit Owner other than the Declarant may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements without prior written permission of the Board; except for a "For Sale" or "For Rent" or other similar type sign not more than five (5) feet in front of his Unit for a reasonable time not to exceed 3 feet by 2 feet in size. Except as reserved by Declarant, no billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property subject to this Declaration.

(c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain sales offices and models for sales of Units throughout the Condominium, including the Clubhouse. 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 a 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 four (4), and the size of any such relocated or re-established office or model shall not exceed the size of the largest Unit in the Condominium.

(d) Declarant shall also have an easement to maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a 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 Community Center 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 the 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 the 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 the prior written consent of the Board.

5.6 Prohibition of Renting for Transient or Hotel Purposes. No Unit Owner shall rent his Unit for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either a rental for any period less than one hundred eighty (180) days or any rental if the lessee of the Unit is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to this Declaration, the Bylaws, and the Rules and Regulations adopted hereunder and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Other than the foregoing

restrictions, each Unit Owner shall have the full right to lease all or any portion of his Unit.

5.7 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements except that dogs, cats or other household pets may be kept in any Unit subject to the rules and regulations adopted by the Board.

5.8 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.

5.9 Restrictions, Conditions and Covenants to Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, 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.

5.10 Storage and Parking of Vehicles. No motor vehicle (other than private passenger vehicles including motorcycles, conversion vans and pick-up and small trucks which shall be currently licensed and inspected) including commercial vehicle, truck (other than pick-up and small truck), tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other water craft, boat trailer, or any other transportation device of any kind, shall be parked or stored in or upon the Common Elements except in any area provided by the Association for such storage and subject to rules, regulations and fees charged by the Association, or parked or stored within any street right-of-way. No Unit Owner or Occupant shall repair or restore any vehicle of any kind upon the property, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding the above, temporary parking of vehicles involved in deliveries to a Unit or the Community Center shall be allowed.

5.11 Exterior and Visible Interior Improvements.

(a) No awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a unit or on the exterior of any building without the prior written consent of the Board of Directors. All shades, blinds, drapery linings and other window treatments visible from the exterior of a unit on any window or door shall be white or off-white. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall

not be erected, placed or maintained on any portion of the Condominium, nor shall any clothing, rugs, or any other item be hung on any railing or fence enclosing any patio or upstairs windows.

(b) No unit owner shall install any electrical or telephone wire, television antenna, air conditioning unit, or other machine anywhere on the Condominium in such a fashion that it is visible anywhere outside of a Unit.

5.12 Prohibitions on Use of Common Elements. Except with the specific written approval of the Board, the Common Elements, including Limited Common Elements, shall not be used for temporary or permanent storage of supplies, personal property, trash or refuse of any kind, other than in common trash receptacles placed at the discretion of the Board, nor shall such areas be used in any way for the drying or airing of clothing, rugs or other fabrics. Entrances, sidewalks, yards, driveways, parking areas and stairways shall not be obstructed in any way, other than normal usage by a Unit Owner. No activities shall be carried on nor condition maintained by any Unit Owner, either in his Unit or upon the Common Elements, if such activities should despoil, or tend to despoil, the appearance of the Property. No "garage", "attic sales" or "yard sales" shall be permitted outside of a Unit. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all Unit Owners of the Property and is necessary for the protection of the Unit Owners and is enforceable by the Board or by any one or more Unit Owners through the Board of Directors. The provisions of this section shall not prevent the temporary placement on Common Elements of closed sanitary containers approved by the City of Charlotte or the Board on garbage collection days.

5.13 Nuisances. No nuisances shall be allowed upon the Property and no person shall engage in any use, practice or activity upon the Property which is noxious, offensive or a source of annoyance to Unit Owners or their tenants or which unreasonably interferes with the peaceful possession and proper use of the Condominium Property by any Unit Owner and/or tenants. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist. Any Unit Owner who shall dump or place (or permit his family, tenants, guests or agent to do so) any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of removal thereof or the sum of \$100.00, whichever is greater, and the same shall be added to and become a part of the assessment next coming due to which the Unit Owner of his Unit is

subject. No Unit Owner shall permit any use of a Unit or of the Common Elements which will increase the rate of insurance upon the Property. The Association and its Agent shall have the right to remove any item or items left outside a Unit on the Common Elements or hanging on a patio fence or from an upstairs window.

5.14 Lawful Use. No immoral, improper or unlawful use shall be made of the Condominium Property or any part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed.

5.15 Access to Units. The Association and its agent shall have access to each Unit from time to time during reasonable working hours, upon oral or written notice to its Unit Owner or occupant of the Unit, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association and its agents shall also have access to each Unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to Common Elements.

ARTICLE VI

Assessments

6.1 Assessment Liens. The Board has the power to levy assessments against the Units for Common Expenses. Such assessments, together with interest at the rate of two (2%) percent above the prime rate of interest charged by NationsBank, as it changes from time to time, per annum, costs and reasonable attorney's fees shall be a lien on the Units against which they are assessed, 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.

6.2 Personal Liability of Transferees: Statement: Liability of First Mortgage.

(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 6.2 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 therefore, 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 of 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 or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise. Assessments are not subject to credit or setoff for any reason without prior written approval of the Board.

6.4 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The initial monthly assessment for the first calendar year shall not exceed \$200.00 per month with the Board reserving the right to charge a lesser amount for the first year.

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. In addition, the Association shall be responsible for providing and paying for water and sewer for all Units. 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 Owners. 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 by his intentional acts or the intentional acts of any Occupant 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 Expenses 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.

(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.

7.3 Units. Each Unit Owner shall maintain his Unit, and any limited Common Elements appurtenant thereto, 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 agents, 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 Owner of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of 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, and 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 of personal property therein, even if caused 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 conditions 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 powers under the 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.

(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 altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, of the Unit Owner or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or Occupant whose Unit or Limited Common Element is to be entered. 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, to the extent available, casualty insurance upon the Common Elements in the name of, and the proceeds thereof shall be payable to, the Association as trustee for all Unit Owners and First Mortgagees as their interest may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal

to not less than one hundred percent (100%) of the full insurable value of the Property on a replacement cost basis exclusive of land, excavations, foundations and other items normally excluded from property policies, 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 provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to Section 47C-3-113(h) of the Act.

8.2 Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, 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 Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects with the requirement of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited 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 managing agent, 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 the Units.

8.3 Fidelity Coverage. If available at reasonable cost, 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 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 premium on such bonds shall be a Common Expense.

8.4 Insurance Unavailable. If the insurance described in Sections 8.1, 8.2, or 8.3 is not reasonably available, the Association shall promptly cause notice of such fact to be

hand-delivered or sent prepaid by United States mail to all Unit Owners.

8.5 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. If at least one Unit is subject to mortgage financing, the Association shall obtain and keep in force such insurance as such mortgagee shall reasonably require from time to time.

8.6 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.

8.7 Individual Policy for Unit Owners. Each Unit Owner is required to 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 interest; provided that such policy shall insure one hundred (100%) percent of the cost of the improvements and betterments of the Unit; provided, further 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 the 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 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 unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by an ninety percent (90%) vote, including one hundred percent (100%) approval of owners of Units not to be rebuilt or owners assigned to Limited Common Elements not to be rebuilt. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113(e) and (h) 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 awards paid on account thereof shall be applied in accordance with Section 47C-1-107 of the Act and Section 9.2 of the Bylaws.

ARTICLE XI

Termination

The Condominium may be terminated only in strict compliance with Section 47C-2-118 of the Act and Section 9.4 of the Bylaws.

ARTICLE XII

Amendment

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Sections 47C-2-105 and 47C-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:
FNMA and FHLMC Provisions

The following provisions shall take precedence over all other provisions of this Declaration and 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 all First Mortgagees, provided, however, that, if any First Mortgagee fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given by such First Mortgagee.

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 books, records and

financial statements of the Association. The Association shall provide a financial statement for the preceding fiscal 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, the Rules and Regulations governing the Condominium, and the most recent annual financial statement.

13.3 Successor's Personal Obligation for Delinquent Assessments. The personal obligations 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 and 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 sponsor 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 the time this Section would apply, at least one Unit is subject to mortgage financing.

Any 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 67% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act.

Any amendment to the Declaration or Bylaws which materially changes any of the following shall require the prior written consent of Unit Owners holding at least 67% of the total votes in the Association and of Eligible Mortgage Holders representing at

least 51% 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, except as provided elsewhere;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units, except as provided elsewhere;
- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as provided elsewhere;
- (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 after substantial damage or destruction or condemnation; or
- (o) any provisions that expressly benefit First Mortgagees or insurers or guarantors of First Mortgages.

An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical or typographical errors, or for clarification only.

13.8 Consent of First Mortgagees or Unit Owners. This Section 13.8 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing.

Unless First Mortgagees holding at least 66 2/3% of the votes allocated to First Mortgagees except higher percentages as are 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 66 2/3% 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 or abandon or terminate the Condominium;
- (b) 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 subject to Article IX and Section 6.1 of Article VIII hereof.

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 (o) 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 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 VI of the Bylaws and as legally required by Section 47C-1-115 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.

13.11 Rights of First Mortgagee; Insurance Proceeds or Condemnation Awards. With respect to First Mortgages held by or for the benefit of First Mortgagees, no provision of this 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; ; Common Element Interests; Reallocation. If the Additional Real Estate is added, the ownership interest in the Common Elements and the liability for Common Expenses for each Unit shall be reallocated using the ratio formulated upon the relation that the square foot area of each Unit bears to the then-aggregate square foot area of all Units, and each Unit shall continue to have one vote. 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 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 circumstance.

14.2 Interpretation of Declaration. Whenever appropriate, singular may be read as plural, plural may be 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, D and E attached hereto are hereby made a part hereof.

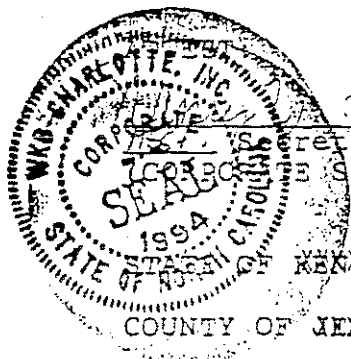
14.5 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and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

14.6 Waiver. No provision of 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.

14.7 Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

WKB CHARLOTTE, INC.



[Handwritten signature]

Secretary
(SEAL)

By: *[Handwritten signature]*
Ex. V.P. President

~~KENTUCKY~~ NORTH CAROLINA

COUNTY OF ~~JEFFERSON~~ MECKLENBURG

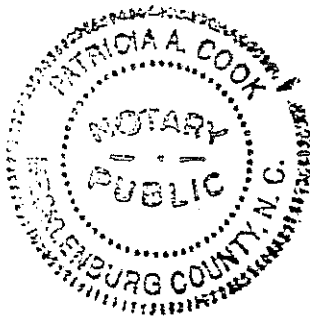
This 1st day of November, 1996, personally came before me, Max A. Williams, who being by me duly sworn, says that he is Ex. Vice President of WKB Charlotte, Inc., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by authority duly given. And the said Max A. Williams

acknowledged the said writing to be the act and deed of said corporation.

[Handwritten signature: Patricia A. Cook]
Notary Public

My commission expires:

8-16-99
(NOTARIAL SEAL)



53.CON 10/29/96

THE VILLAGE OF TROON
CONSENT OF MORTGAGEE

NATIONSBANK, N.A., being the Beneficiary under that certain Deed of Trust from Declarant to TIM, Inc., Trustee, conveying the property or portions thereof described in this Declaration and made a part hereof, and recorded in Book 8485 at page 783 in the Mecklenburg County Public Registry, does hereby consent to the recordation of this Declaration of Condominium and the imposing of the provisions thereof to said real property described in Exhibit A, and said Beneficiary does hereby consent and agree that from and after this date, the provisions of this Declaration of Condominium, including all exhibits, attachments, supplements and amendments thereto, shall be superior to the lien of said Deed of Trust on said Property. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between said Beneficiary and Declarant, the relationship of partnership or of joint venture, nor shall said Beneficiary be deemed to have accepted in any way nor shall anything contained hereunder be deemed to impose upon said Beneficiary any of the liabilities, duties or obligations of the Declarant under the foregoing Declaration. Said Beneficiary executes this Consent of Mortgagee solely for the purposes set forth herein. The said Trustee also joins in and executes this Consent as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 31st day of October, 1996.

TRUSTEE:

TIM, INC.

By: _____

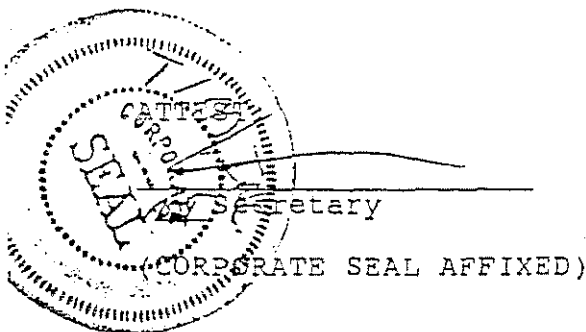
John Massee
President

BENEFICIARY:

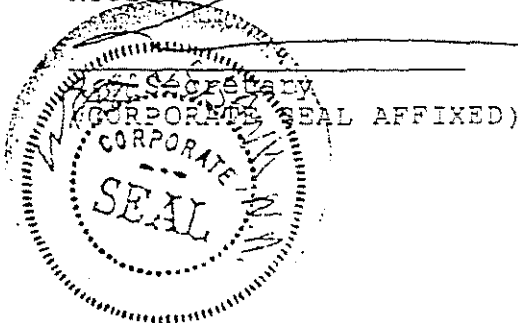
NATIONSBANK, N.A.

By: _____

John Massee
President



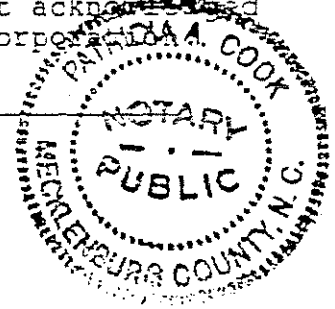
ATTEST:



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 31 day of October, 1996, personally appeared before me J. CLEVE MINSSEE, who being by me duly sworn says that he is Sr. Vice President of TIM, INC. that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Sr. Vice President acknowledged the said writing to be the act and deed of said corporation. **Trustee*

Patricia A. Cook
Notary Public

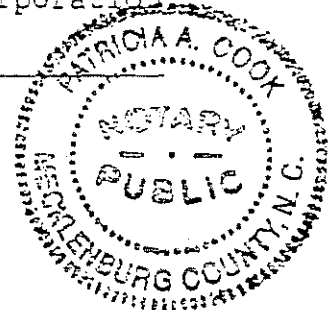


My Commission Expires: 8-16-99

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 31 day of October, 1996, personally appeared before me J. CLEVE MINSSEE, who being by me duly sworn says that he is Sr. Vice President of NATIONSBANK, N.A.; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Sr. Vice President acknowledged the said writing to be the act and deed of said corporation.

Patricia A. Cook
Notary Public



My Commission Expires: 8-16-99

EXHIBIT A
TO
DECLARATION OF THE VILLAGE OF TROON
PHASE I

BEGINNING at an iron located in the southerly margin of the right-of-way of Ballantyne Commons Parkway, said iron marking the northwest corner of the property conveyed to WKB Charlotte, Inc. by deed of Weir Associates recorded in Book 8485 at page 776 in the Mecklenburg County Public Registry; and running thence from said Beginning point, N. 73-39-59 E. 28.60 feet to a point in the easterly margin of the right-of-way of Ballantyne Trace Court (private drive); thence with said margin of the right-of-way of Ballantyne Tract Court three(3) calls and distances as follows: (1) S. 10-25-18 E. 138.01 feet to a point; (2) S. 05-17-06 E. 120.44 feet to a point and (3) thence S. 10-10-02 E. 46.23 feet to a point; thence in a southeasterly direction with the arc of a circular curve to the left having a radius of 12.50 feet, an arc distance of 19.63 feet (having a chord bearing and distance of S. 55-10-02 E. 17.68 feet) to a point in the northerly margin of the right-of-way of Olde Troon Drive (private drive); thence with the northerly and easterly margin of the right-of-way of Olde Troon Drive (private drive), nine (9) calls and distances as follows: (1) N. 79-49-58 E. 55.10 feet to a point; (2) in a southeasterly direction with the arc of a circular curve to the right having a radius of 5.00 feet, an arc distance of 2.04 feet (having a chord bearing and distance of S. 88-3-18 E. 2.02 feet) to a point; (3) S. 76-50-35 E. 41.28 feet to a point; (4) in a southerly direction with the arc of a circular curve to the right having a radius of 102.00 feet an arc distance of 132.59 feet (having a chord bearing and distance of S. 41-11-35 E. 123.45 feet) to a point; (5) S. 03-57-17 E. 38.21 feet to a point; (6) in a southerly direction with the arc of a circular curve to the left having a radius of 185.00, an arc distance of 65.41 feet (having a chord bearing and distance of S. 14-14-21 E. 66.06 feet) to a point; (7) in a southeasterly direction with the arc of a circular curve to the left having a radius of 46.50 feet, an arc distance of 78.36 feet (having a chord bearing and distance of S. 72-47-50 E. 69.41 feet) to a point; (8) N. 58-55-45 E. 80.47 feet to a point and (9) in an easterly direction with the arc of a circular curve to the right having a radius of 515.00, an arc distance of 29.29 feet (having a chord bearing and distance of N. 60-30-10 E. 28.28 feet) to a point; thence S. 30-14-46 E. 70.65 feet to a point; thence in a southerly direction with the arc of a circular curve to the right having a radius of 109.00, an arc distance of 74.63 feet (having a chord bearing and distance of S. 10-30-57 E. 73.18 feet) to a point; thence S. 08-59-07 W. 39.59 feet to a point; thence in a southerly direction with the arc of a circular curve to left the having a radius of 91.00 feet, an arc distance of 59.62 feet (having a chord bearing and distance of S. 09-47-04 E. 58.56 feet) to a point; thence S. 28-33-15 E.

150.01 feet to a point in the line of the property conveyed to L. W. Coppala and wife, Sue Rhodes Coppala, by deed recorded in Book 4662 at page 263 in the Mecklenburg County Public Registry; thence with the Coppala property, two (2) calls and distances as follows: (1) S. 64-20-25 W. 323.49 feet to an iron pipe and (2) N. 25-41-37 W. 319.60 feet to an iron pipe located in the common corner of the Coppala property and the Weir Associates Limited Partnership property (now of formerly); thence with the Weir Associates property (now of formerly), two (2) calls and distances as follows: (1) N. 12-48-03 W. 327.92 feet to a point and (2) N. 10-10-02 W. 349.64 feet to the point or place of Beginning, and being designated Phase 1, containing 4.292 acres, all as shown on plat of Phase 1 of The Village of Troon Condominiums, by E.S.P. Associates, P.A., dated October 7, 1996, reference to which survey is hereby made for a more particular description.

TOGETHER WITH all of WKB Charlotte, Inc.'s right, title and interest in and to that certain Entrance Road Easement for Ballantyne Trace Court recorded in Book 8485 at page 776 in the Mecklenburg County Public Registry.

EXHIBIT A-1
TO
DECLARATION OF THE VILAGE OF TROON
ADDITIONAL REAL ESTATE

TRACT I:

BEGINNING at an iron located in the northwesterlymost corner of the property of L. W. Coppala, et. al. (now or formerly) as the same is described in deed recorded in Deed Book 4652 at Page 263 in the Mecklenburg Public Registry, thence with a new line through The Weir Associates Limited Partnership property (now or formerly) as described in deed recorded in Deed Book 6682 at Page 50 in the aforesaid Public Registry N 12-48-03 W 340.93 feet to a set iron; thence N 10-10-02 W 349.64 feet to a set iron in the southerly margin of the right-of-way of Ballantyne Commons Parkway; thence with the aforesaid southerly margin of Ballantyne Commons Parkway four (4) calls and distances as follows: (1) N 73-39-59 E 37.53 feet to a concrete right-of-way marker; (2) N 28-43-47 E 49.40 feet to a concrete right-of-way marker; (3) N 73-44-10 E 689.59 feet to a concrete right-of-way marker; and (4) S 65-52-49 E 55.31 feet to a concrete right-of-way marker located in the southwesterly margin of the right-of-way of Elm Lane West; thence with the northwest line of the property of Amy Groom (now or formerly) as described in deed recorded in Deed Book 2749 at Page 495 in the aforesaid Public Registry two (2) calls and distances as follows: (1) S 38-01-30 W 547.22 feet to a flatstone with crows foot marking; and (2) S 32-22-08 W 556.41 feet to the Beginning Point, containing 6.662 acres, all as shown on survey prepared by Joseph W. Hendrick, N.C.R.L.S. for WKB Charlotte, Inc., dated October 10, 1995, reference to which survey is hereby made for a more particular description of the property.

TRACT II:

To find the Beginning Point, begin at N.C.G.S. marker "Providence" (NAD 83), Grid Coordinates N 479,377.968, E 1,457,139.599, thence the following two (2) courses and distances: (1) N 73-08-22 W 63.71 feet to a set nail in the right-of-way of Elm Lane West and (2) with the northeast line of the property of Elm Lane Associates (now or formerly) as described in deed recorded in Deed Book 7683 at Page 842 in the Mecklenburg Public Registry N 60-30-15 W 593.19 feet to a set iron pin, the TRUE POINT AND PLACE AND BEGINNING; thence from said Beginning Point and continuing with the northeast line of the aforesaid property of Elm Lane Associates (now or formerly) N 60-30-15 W 36.81 feet to a #4 rebar located at the northeast corner of the property of L. W. Coppala, et. al. (now or formerly) as described in deed recorded in Deed Book 4652 at Page 263 in the aforesaid Public Registry; thence with the northerly line of the aforesaid Coppala property S 64-20-25 W 630.16 feet to a 1" iron pipe; thence N 23-41-37 W 319.60 feet to a 1 1/2" iron pipe in the southeast property line of the property of The Weir Associates Limited Partnership (now or formerly) as described in deed recorded in Deed Book 6682 at Page 50 in the aforesaid Public Registry; thence with the aforesaid Weir Associates property line two (2) calls and distances as follows: (1) N 32-22-08 E 556.41 feet to a flatstone with crows foot marking; and (2) N 38-01-30 E 602.10 feet to a set nail in the right-of-way of Elm Lane West; thence with the right-of-way of said Elm Lane West S 25-36-06 E 911.69 feet to the Beginning Point, containing 14.588 acres, all as shown on survey prepared by Joseph W. Hendrick, N.C.R.L.S. for WKB Charlotte, Inc., dated June 27, 1995, last revised February 29, 1996, reference to which survey is hereby made for a more particular description of the property.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Olde Troon Drive	See Survey	3.988
1	B	8457 Olde Troon Drive	In Unit	4.344
1	C	8461 Olde Troon Drive	Ownership	4.344
1	D	8465 Olde Troon Drive	File	3.988
2	A	8437 Olde Troon Drive	See Survey	3.988
2	B	8441 Olde Troon Drive	In Unit	4.344
2	C	8445 Olde Troon Drive	Ownership	4.344
2	D	8449 Olde Troon Drive	File	3.988
3	A	8421 Olde Troon Drive	See Survey	3.988
3	B	8425 Olde Troon Drive	In Unit	4.344
3	C	8429 Olde Troon Drive	Ownership	4.344
3	D	8433 Olde Troon Drive	File	3.988
4	A	8405 Olde Troon Drive	See Survey	3.988
4	B	8409 Olde Troon Drive	In Unit	4.344
4	C	8413 Olde Troon Drive	Ownership	4.344
4	D	8447 Olde Troon Drive	File	3.988
5	A	8359 Olde Troon Drive	See Survey	3.988
5	B	8363 Olde Troon Drive	In Unit	4.344
5	C	8367 Olde Troon Drive	Ownership	4.344
5	D	8371 Olde Troon Drive	File	3.988
6	A	8342 Olde Troon Drive	See Survey	3.988
6	B	8347 Olde Troon Drive	In Unit	4.344
6	C	8351 Olde Troon Drive	Ownership	4.344
6	D	8355 Olde Troon Drive	File	3.988

The A and D units contain two bedrooms and the B and C units contain three bedrooms.

EXHIBIT C
TO
DECLARATION OF THE VILLAGE OF TROON

ENCUMBRANCES UPON TITLE

The Condominium is subject to:

(a) Terms, conditions and restrictions of the Declaration, the Bylaws, the Plans and the Rules and Regulations, if any, as each may be amended from time to time.

(b) Easements, conditions, restrictions and agreements set forth in Schedule B of Old Republic National Title Insurance Company Owner's title policy MM 1248697, dated March 5, 1996, a copy of which is attached hereto.

(c) Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area encroachments which an accurate and complete survey would disclose, including any easements and encroachments as shown on the Plat and Plans.

(d) Easements and restrictions described in Articles IV and V of the Declaration including:

(i) Easements in favor of the appropriate utility companies to serve the Condominium Property and all appurtenances thereto;

(ii) Easements in favor of the Association and to such persons as authorized by the Association for utility installations within the walls of the Units;

(iii) An easement in favor of the Association, a Unit Owner, the Executive Board or any other person as permitted under the Condominium Documents to inspect, maintain, repair and replace the Common Elements;

(iv) Easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies and authorities for such utility and service lines and equipment as may be necessary or desirable over the Units and the Common Elements to serve any portion of the Condominium Property;

(v) Easements reserved by the Declarant through the Common Elements as reasonably necessary for discharging its obligations under the Condominium Documents and completion of construction of the Condominium;

(vi) Easements reserved by the Declarant to maintain sales offices or models in the Condominium on the condominium Property.

(vii) Easements reserved by the Declarant and Declarant's mortgagee to provide access and utilities to the Additional Property.

Old Republic National Title Insurance Company

Owner Policy

Schedule A

Policy ID: SV 2361020

Associated ID: MM 1248697

Coverage: \$5,500,000.00

Policy Date: March 5, 1996 at 02:56PM in Mecklenburg County

1. The Insured in whom title to the fee simple estate or interest in the land is vested at Policy Date is:

WKB Charlotte, Inc., a North Carolina corporation

2. The land referred to in this policy is encumbered by the following Deed(s) of Trust and Assignment(s), if any:

DEED OF TRUST executed by WKB Charlotte, Inc., a North Carolina corporation to TIM, Inc., Trustee(s) for NationsBank, N.A., dated March 5, 1996, recorded on March 5, 1996, at 02:56PM in Book 8485, Page 783, Mecklenburg County Registry, securing the sum of \$6,500,000.00.

3. For description of the insured land, see Exhibit "A" attached hereto and made a part of Schedule A.

Schedule B

This policy does not insure against loss or damage by reason of the Deed(s) of Trust, if any, described in Schedule A, or the following:

1. Taxes for the year 1996, and subsequent years not yet due and payable.
2. The Company does not insure the exact amount of acreage or square footage of the land described in Schedule A hereof.
3. Rights of others in and to the easement(s) as set forth in the insured described property.
4. Fee title to the land underlying the easements described in this tract is not insured; this policy only insures the easement rights thereto.
5. Pending such time as the improvements contemplated upon the insured land shall be commenced, liability under this policy is limited to the purchase price paid for the land; but as and when the erection of such improvements shall be commenced, liability

Old Republic National Title Insurance Company

Owner Policy

Schedule B (Continued)

hereunder shall increase, as the improvements progress, in the amount of the cost thereof, made in good faith and fully paid for, up to the face amount of insurance of this policy.

The following affect Tract 1 only:

6. The following matters that are shown on survey by Joseph W. Hendrick, dated June 27, 1995 last revised February 29, 1996:

a) Pond situate on insured land, b) Right of Way of Elm Lane, c) Telephone Box situate on insured land, d) Overhead Power and Telephone Lines, e) Power Pole(s) situate on insured land and f) RCP(s) crossing insured land.

The following affect Tract 2 only:

7. Easement(s) to Duke Power Company recorded in Book 1025, Page 470 and Page 552, Book 7856, Page 244, Mecklenburg County Registry.
8. Temporary construction easement situate on the insured premises as shown on survey by ESP Associates, P.A., dated October 10, 1995, and as recorded in Book 6530, Page 851 and Book 7840, Page 372, Mecklenburg County Registry.
9. Easement in Book 8485, Page 766, recorded in Mecklenburg County Registry.
10. Deed of Trust to Trustee(s) for Amy J. Groom, Beth G. Andrews, Leslie Warren Groom, Russell Hugh Groom and Douglas Stuart Groom and Realty Exchange Inc. recorded in Book 8485, Page 773, Mecklenburg County Registry.
11. UCC Financing Statement No. 3135, recorded in Mecklenburg County Registry.

UNIT FILE NO. 44 PAGE _____

FILE COPY	
FILED FOR REGISTRATION	DOC. #
DATE <u>12/27/96</u>	TIME <u>3:30</u>
BOOK <u>8874</u>	PAGE <u>235</u>
SEAL	REC FEE

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUM

COUNTY OF MECKLENBURG

JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUM (the "Supplementary Declaration") is made this 23rd day of December 1996, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominium (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

W I T N E S S E T H:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominium; and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phase II") two buildings of the same architectural style as the buildings located on Phase I, with each building containing four (4) units, which building and units are constructed in the same manner and of substantially the same materials as the units located in Phase I; and

WHEREAS, Declarant desires to subject Phase II and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominium Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

1. The property identified as Phase II on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phase VI and shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in

Phase I land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phase II land, by the acceptance of a deed or other conveyance of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominium Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase II of The Village of Troon Condominium, contains two buildings designated as Building 7 and Building 8 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase II units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

3. Declarant hereby designated that Phase II is comprised of eight (8) units, common areas, limited common areas, and that those portions of Phase II, and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

4. Effective as of the date of this Supplementary Declaration, the Percentage Interest of each unit theretofore and hereby made a part of the condor inum property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phase I shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase II Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

WKB CHARLOTTE, INC.

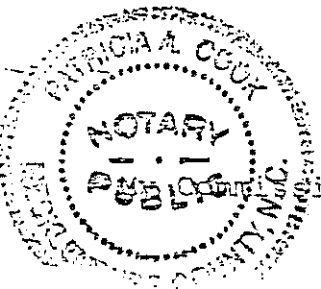
ATTEST:

Nancy D. Scudder
Assistant Secretary

By: [Signature]
Executive Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 23rd day of December, 1996, personally appeared before me Max A. Williams who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



[Signature]
Notary Public

Commission Expires: 8-16-99

62.con 12/17/96

EXHIBIT A

TO SUPPLEMENTAL DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUM
PHASE II

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located in the southeast corner of the Phase I property containing 4.326 acres as shown on map recorded in Unit Ownership File 414 at page 1 in the Mecklenburg County Public Registry; and running thence with the easterly line of the Phase I property, six (6) calls and distances as follows: (1) N. 28-33-15 W. 143.23 feet to a point; (2) in a northerly direction with the arc of a circular curve to the right having a radius of 100.00 feet, an arc distance of 39.76 feet (having a chord bearing and distance of N. 17-09-48 W. 39.50 feet) to a point; (3) N. 05-46-21 W. 42.87 feet to a point; (4) N. 08-59-07 E. 19.79 feet to a point; (5) in a northerly direction with the arc of a circular curve to the left having a radius of 109.00 feet, an arc distance of 74.63 feet (having a chord bearing and distance of N. 10-37-50 W. 73.18 feet) to a point and (6) N. 30-14-46 W. 70.65 feet to a point in the northerly margin of Old Troon Drive (private street); thence with said margin of Old Troon Drive, two (2) calls and distances as follows: (1) in a easterly direction with the arc of a circular curve to the right having a radius of 515.00 feet, an arc distance of 96.37 feet (having a chord bearing and distance of N. 67-26-14 E. 96.23 feet) to a point and (2) N. 72-47-53 E. 134.68 feet to a point; thence S. 17-12-07 E. 43.33 feet to a point; thence in a southerly direction with the arc of a circular curve to the right having a radius of 115.06 feet, an arc distance of 41.91 feet (having a chord bearing and distance of S. 01-17-09 E. 41.68 feet) to a point; thence S. 09-08-54 W. 148.83 feet to a point; thence in a southerly direction with the arc of a circular curve to the left having a radius of 84.94 feet an arc distance of 53.67 feet (having a chord bearing and distance of S. 08-57-18 E. 52.78 feet) to a point; thence S. 27-03-29 E. 101.26 feet to a point in the northerly line of the property conveyed to L.W. Coppala and wife, Sue Rhodes Coppala, by deed recorded in Book 4662 at page 263 in the Mecklenburg County Public Registry; thence with the Coppala property (now or formerly), S. 64-20-25 W. 145.84 feet to the point or place of Beginning, and being designated Phase 2, containing 1.534 acres, on plat drawn by ESP Associates, P.A., dated December 5, 1996, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Olde Troon Drive	See Survey	2.991
1	B	8457 Olde Troon Drive	In Unit	3.243
1	C	8461 Olde Troon Drive	Ownership	3.243
1	D	8465 Olde Troon Drive	File	2.991
2	A	8437 Olde Troon Drive	See Survey	2.991
2	B	8441 Olde Troon Drive	In Unit	3.243
2	C	8445 Olde Troon Drive	Ownership	3.243
2	D	8449 Olde Troon Drive	File	2.991
3	A	8421 Olde Troon Drive	See Survey	2.991
3	B	8425 Olde Troon Drive	In Unit	3.243
3	C	8425 Olde Troon Drive	In Unit	3.243
3	D	8433 Olde Troon Drive	File	2.991
4	A	8405 Olde Troon Drive	See Survey	2.991
4	B	8409 Olde Troon Drive	In Unit	3.243
4	C	8413 Olde Troon Drive	Ownership	3.243
4	D	8447 Olde Troon Drive	File	2.991
5	A	8359 Olde Troon Drive	See Survey	2.991
5	B	8363 Olde Troon Drive	In Unit	3.243
5	C	8367 Olde Troon Drive	Ownership	3.243
5	D	8371 Olde Troon Drive	File	2.991
6	A	8342 Olde Troon Drive	See Survey	2.991
6	B	8347 Olde Troon Drive	In Unit	3.243
6	C	8351 Olde Troon Drive	Ownership	3.243
6	D	8355 Olde Troon Drive	File	2.991

PHASE II

<u>Bldg.</u> <u>No.</u>	<u>Unit Designation</u> <u>on Plans</u>	<u>Address</u>	<u>Unit</u> <u>Location</u>	<u>Percent</u> <u>Interest</u>
7	A	8327 Olde Troon Drive	See Survey	2.991
7	B	8331 Olde Troon Drive	In Unit	3.243
7	C	8335 Olde Troon Drive	Ownership	3.243
7	D	8339 Olde Troon Drive	File	2.991
8	A	8311 Olde Troon Drive	See Survey	2.991
8	B	8315 Olde Troon Drive	In Unit	3.243
8	C	8319 Olde Troon Drive	Ownership	3.243
8	D	8323 Olde Troon Drive	File	2.991

The A and D units contain two bedrooms and the B and C units contain three bedrooms

BK: 08932 PG: 0139/0145 \$:0068 20.00
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 02/14/97 10:16

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION
AND AMENDMENT OF
THE VILLAGE OF TROON CONDOMINIUM
(PHASE III)

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUM (the "Supplementary Declaration") is made this 13 day of February, 1997, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominium (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

W I T N E S S E T H:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominium; and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phase III") five (5) buildings of the same architectural style as the buildings located on Phase I, with each building containing four (4) units, which building and units are constructed in the same manner and of substantially the same materials as the units located in Phase I; and

WHEREAS, Declarant desires to subject Phase III and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominium Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

1. The property identified as Phase III on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phase VI and shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in

Phase III land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phase III land, by the acceptance of a deed or other conveyed of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominium Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase III of The Village of Troon Condominium, contains five (5) buildings designated as Buildings 9, 10, 11, 12 and 13 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase III units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

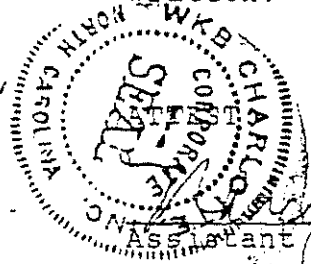
3. Declarant hereby designated that Phase III is comprised of twenty (20) units, common areas, limited common areas, and that those portions of Phase III, and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

4. Effective as of the date of this Supplementary Declaration, the Percentage Interest or each unit theretofore and hereby made a part of the condominium property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phases I and II shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase III Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

WKB CHARLOTTE, INC.



[Signature]
Assistant Secretary

By: [Signature]
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 13 day of FEBRUARY, 1997, personally appeared before me MAA WILLIAMS who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



[Signature]
Notary Public

EXHIBIT A

TO

SUPPLEMENTARY DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUM Phase IIII

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located in the southwest corner of the Phase II property, containing 1.534 acres, as shown on map recorded in Unit Ownership File 414 at page 9 in the Mecklenburg County Public Registry, said point also being located in the northerly line of the property of L. W. Coppala and wife, Sue Rhodes Coppala as described in deed recorded in Book 4662 at page 263 in the Mecklenburg County Public Registry; and running thence with the easterly boundary of the Phase III property, five (5) calls and distances as follows: (1) N. 27-03-29 W. 101.26 feet to a point; (2) in a northerly direction with the arc of a circular curve to the right having a radius of 84.94 feet, an arc distance of 53.67 feet (having a chord bearing and distance of N. 08-57-18 W. 52.78 feet) to a point; (3) N. 09-08-54 E. 148.83 feet to a point; (4) in a northerly direction with the arc of a circular curve to the left having a radius of 115.06 feet, an arc distance of 41.91 feet (having a chord bearing and distance of N. 01-17-09 W. 41.68 feet) to a point and (5) N. 17-12-07 W. 43.33 feet to a point located in the right-of-way of Old Troon Drive (private street); thence N. 72-47-53 E. 97.59 feet to a point; thence in an easterly direction with the arc of a circular curve to the right having a radius of 265.00 feet, an arc distance of 23.87 feet (having a chord bearing and distance of N. 75-22-44 E. 23.87 feet) to a point; thence N. 77-57-36 E. 93.28 feet to a point; thence N. 15-03-18 W. 10.96 feet to a point; thence N. 74-56-42 E. 204.71 feet to a point located within the right-of-way of Elm Lane West (State Road 3649); thence S. 25-36-06 E. 317.58 feet to a point; thence S. 64-23-54 W. 339.41 feet to a point in a line of the L. W. Coppala and Sue Rhodes Coppala property; thence with the Coppala property two (2) calls and distances as follows: (1) N. 60-30-15 W. 36.81 feet to a found #4 rebar and (2) S. 64-20-25 W. 174.31 feet to the point or place of Beginning, and being designated Phase 3, containing 3.922 acres, as shown on plat drawn by ESP Associates, P.A., dated January 28, 1997, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Old Troon Drive	See Survey	1.771
1	B	8457 Old Troon Drive	In Unit	1.929
1	C	8461 Old Troon Drive	Ownership	1.929
1	D	8465 Old Troon Drive	File	1.771
2	A	8437 Old Troon Drive	See Survey	1.771
2	B	8441 Old Troon Drive	In Unit	1.929
2	C	8445 Old Troon Drive	Ownership	1.929
2	D	8449 Old Troon Drive	File	1.771
3	A	8421 Old Troon Drive	See Survey	1.771
3	B	8425 Old Troon Drive	In Unit	1.929
3	C	8425 Old Troon Drive	In Unit	1.929
3	D	8433 Old Troon Drive	File	1.771
4	A	8405 Old Troon Drive	See Survey	1.771
4	B	8409 Old Troon Drive	In Unit	1.929
4	C	8413 Old Troon Drive	Ownership	1.929
4	D	8447 Old Troon Drive	File	1.771
5	A	8359 Old Troon Drive	See Survey	1.771
5	B	8363 Old Troon Drive	In Unit	1.929
5	C	8367 Old Troon Drive	Ownership	1.929
5	D	8371 Old Troon Drive	File	1.771
6	A	8342 Old Troon Drive	See Survey	1.771
6	B	8347 Old Troon Drive	In Unit	1.929
6	C	8351 Old Troon Drive	Ownership	1.929
6	D	8355 Old Troon Drive	File	1.771

Phase II

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
7	A	8327 Old Troon Drive	See Survey	1.771
7	B	8331 Old Troon Drive	In Unit	1.929
7	C	8335 Old Troon Drive	Ownership	1.929
7	D	8339 Old Troon Drive	File	1.771
8	A	8311 Old Troon Drive	See Survey	1.771
8	B	8315 Old Troon Drive	In Unit	1.929
8	C	8319 Old Troon Drive	Ownership	1.929
8	D	8323 Old Troon Drive	File	1.771

PHASE III

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
9	A	8209 Old Troon Drive	See Survey	1.771
9	B	8123 Old Troon Drive	In Unit	1.929
9	C	11402 Olde St. Andrews Ct.	Ownership	1.929
9	D	11406 Olde St. Andrews Ct.	File	1.771
10	A	8303 Old Troon Drive	See Survey	1.771
10	B	8307 Old Troon Drive	In Unit	1.929
10	C	11426 Olde St. Andrews Ct.	Ownership	1.929
10	D	11430 Olde St. Andrews Ct.	File	1.771
11	A	11410 Olde St. Andrews Ct.	See Survey	1.771
11	B	11414 Olde St. Andrews Ct.	In Unit	1.929
11	C	11418 Olde St. Andrews Ct.	Ownership	1.929
11	D	11422 Olde St. Andrews Ct.	File	1.771
12	A	11411 Olde St. Andrews Ct.	See Survey	1.771
12	B	11415 Olde St. Andrews Ct.	In Unit	1.929
12	C	11419 Olde St. Andrews Ct.	Ownership	1.929
12	D	11423 Olde St. Andrews Ct.	File	1.771
13	A	8201 Old Troon Drive	See Survey	1.771
13	B	8205 Old Troon Drive	In Unit	1.929
13	C	11403 Olde St. Andrews Ct.	Ownership	1.929
13	D	11407 Olde St. Andrews Ct.	File	1.771

The A and D units contain two bedrooms and the B and C units contain three bedrooms

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION
AND AMENDMENT OF
THE VILLAGE OF TROON CONDOMINIUMS
(PHASE IV)

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUMS (the "Supplementary Declaration") is made this 6th day of May, 1997, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominiums (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

W I T N E S S E T H:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominiums and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phase IV") six (6) buildings of the same architectural style as the buildings located on Phase I, with each building containing four (4) units, which building and units are constructed in the same manner and of substantially the same materials as the units located in Phase I; and

WHEREAS, Declarant desires to subject Phase IV and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominiums Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

1. The property identified as Phase IV on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phase IV and shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in

JIMMIE A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 05/07/97 11:29
BK: 09048 PG: 0269/0275 #:0127 20.00

RECEIVED BY MECKLENBURG COUNTY
FEB 11 1997
180

Phase IV land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phase IV land, by the acceptance of a deed or other conveyed of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominiums Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase IV of The Village of Troon Condominiums contains six (6) buildings designated as Buildings 14, 15, 16, 17, 18 and 19 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase IV units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

3. Declarant hereby designated that Phase IV is comprised of twenty-four (24) units, common areas, limited common areas, and that those portions of Phase IV, and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

4. Effective as of the date of this Supplementary Declaration, the Percentage Interest or each unit theretofore and hereby made a part of the condominium property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phases I, II and III shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase IV Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

WKB CHARLOTTE, INC.

ATTEST:

Mary W. Anderson
Assistant Secretary

By: [Signature]
EXECUTIVE Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 6th day of May, 1997, personally appeared before me Mark A. Elliott who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires: 6-27-2002

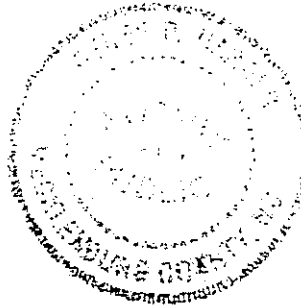


EXHIBIT A

TO

SUPPLEMENTARY DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUMS Phase IV

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located three (3) calls and distances from the northeast corner of the Phase III property containing 3.92 acres, as shown on map recorded in Unit Ownership File 414 at page 12 in the Mecklenburg County Public Registry, said point also being located in the right-of-way of Elm Lane (State Road 3649) at a found PK nail, said three (3) calls and distances are as follows: (1) S. 74-56-42 W. 204.71 feet to a point; (2) S. 15-03-18 E. 10.96 feet to a point and (3) S. 77-57-36 W. 32.29 feet to the point or place of Beginning; and running thence from said Beginning point so established with the northerly margin of Olde Troon Drive (private street) and the northerly boundaries of the Phase III, Phase II and Phase I property, five (5) calls and distances as follows (1) S. 77-57-36 W. 60.99 feet to a point; (2) in a southwesterly direction with the arc of a circular curve to the left having a radius of 265.00 feet, an arc distance of 23.87 feet (having a chord bearing and distance of S. 75-22-44 W. 23.87 feet) to a point; (3) S. 72-47-53 W. 232.27 feet to a point; (4) in a southwesterly direction with the arc of a circular curve to the left having a radius of 515.00 feet, an arc distance of 124.66 feet (having a chord bearing and distance of S. 65-51-49 W. 124.36 feet) to a point and (5) S. 58-55-45 W. 43.43 feet to a point; thence N. 19-38-02 W. 145.40 feet to a point; thence N. 45-05-37 W. 47.50 feet to a point; thence N. 10-32-17 W. 126.50 feet to a point; thence N. 77-48-25 E. 106.02 feet to a point; thence N. 77-53-24 E. 75.71 feet to a point; thence N. 66-29-02 E. 93.04 feet to a point; thence N. 73-43-46 E. 191.95 feet to a point; thence S. 19-35-44 E. 143.78 feet to a point; thence N. 74-56-42 E. 33.12 feet to a point; thence S. 14-13-58 E. 136.79 feet to the point or place of Beginning, and being designated Phase 4, containing 3.040 acres, as shown on plat drawn by ESP Associates, P.A., dated April 21, 1997, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Old Troon Drive	See Survey	1.259
1	B	8457 Old Troon Drive	In Unit	1.372
1	C	8461 Old Troon Drive	Ownership	1.372
1	D	8465 Old Troon Drive	File	1.259
2	A	8437 Old Troon Drive	See Survey	1.259
2	B	8441 Old Troon Drive	In Unit	1.372
2	C	8445 Old Troon Drive	Ownership	1.372
2	D	8449 Old Troon Drive	File	1.259
3	A	8421 Old Troon Drive	See Survey	1.259
3	B	8425 Old Troon Drive	In Unit	1.372
3	C	8425 Old Troon Drive	In Unit	1.372
3	D	8433 Old Troon Drive	File	1.259
4	A	8405 Old Troon Drive	See Survey	1.259
4	B	8409 Old Troon Drive	In Unit	1.372
4	C	8413 Old Troon Drive	Ownership	1.372
4	D	8447 Old Troon Drive	File	1.259
5	A	8359 Old Troon Drive	See Survey	1.259
5	B	8363 Old Troon Drive	In Unit	1.372
5	C	8367 Old Troon Drive	Ownership	1.372
5	D	8371 Old Troon Drive	File	1.259
6	A	8342 Old Troon Drive	See Survey	1.259
6	B	8347 Old Troon Drive	In Unit	1.372
6	C	8351 Old Troon Drive	Ownership	1.372
6	D	8355 Old Troon Drive	File	1.259

Phase II

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
7	A	8327 Old Troon Drive	See Survey	1.259
7	B	8331 Old Troon Drive	In Unit	1.372
7	C	8335 Old Troon Drive	Ownership	1.372
7	D	8339 Old Troon Drive	File	1.259
8	A	8311 Old Troon Drive	See Survey	1.259
8	B	8315 Old Troon Drive	In Unit	1.372
8	C	8319 Old Troon Drive	Ownership	1.372
8	D	8323 Old Troon Drive	File	1.259

Phase III

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
9	A	8209 Old Troon Drive	See Survey	1.259
9	B	8123 Old Troon Drive	In Unit	1.372
9	C	11402 Olde St. Andrews Ct.	Ownership	1.372
9	D	11406 Olde St. Andrews Ct.	File	1.259
10	A	8303 Old Troon Drive	See Survey	1.259
10	B	8307 Old Troon Drive	In Unit	1.372
10	C	11426 Olde St. Andrews Ct.	Ownership	1.372
10	D	11430 Olde St. Andrews Ct.	File	1.259
11	A	11410 Olde St. Andrews Ct.	See Survey	1.259
11	B	11414 Olde St. Andrews Ct.	In Unit	1.372
11	C	11418 Olde St. Andrews Ct.	Ownership	1.372
11	D	11422 Olde St. Andrews Ct.	File	1.259
12	A	11411 Olde St. Andrews Ct.	See Survey	1.259
12	B	11415 Olde St. Andrews Ct.	In Unit	1.372
12	C	11419 Olde St. Andrews Ct.	Ownership	1.372
12	D	11423 Olde St. Andrews Ct.	File	1.259
13	A	8201 Old Troon Drive	See Survey	1.259
13	B	8205 Old Troon Drive	In Unit	1.372
13	C	11403 Olde St. Andrews Ct.	Ownership	1.372
13	D	11407 Olde St. Andrews Ct.	File	1.259

Phase IV

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
14	A	11442 Olde Turnberry Ct.	See Survey	1.259
14	B	11446 Olde Turnberry Ct.	In Unit	1.372
14	C	8312 Olde Troon Drive	Ownership	1.372
14	D	8316 Olde Troon Drive	File	1.259
15	A	11418 Olde Turnberry Ct.	See Survey	1.259
15	B	11422 Olde Turnberry Ct.	In Unit	1.372
15	C	11426 Olde Turnberry Ct.	Ownership	1.372
15	D	11430 Olde Turnberry Ct.	File	1.259
16	A	11434 Olde Turnberry Ct.	See Survey	1.259
16	B	11438 Olde Turnberry Ct.	In Unit	1.372
16	C	8302 Olde Troon Drive	Ownership	1.372
16	D	8306 Olde Troon Drive	File	1.259
17	A	11402 Olde Turnberry Ct.	See Survey	1.259
17	B	11406 Olde Turnberry Ct.	In Unit	1.372
17	C	11410 Olde Turnberry Ct.	Ownership	1.372
17	D	11414 Olde Turnberry Ct.	File	1.259
18	A	11443 Olde Turnberry Ct.	See Survey	1.259
18	B	11447 Olde Turnberry Ct.	In Unit	1.372
18	C	8206 Olde Troon Drive	Ownership	1.372
18	D	8210 Olde Troon Drive	File	1.259
19	A	11403 Olde Turnberry Ct.	See Survey	1.259
19	B	11407 Olde Turnberry Ct.	In Unit	1.372
19	C	11411 Olde Turnberry Ct.	Ownership	1.372
19	D	11415 Olde Turnberry Ct.	File	1.259

The A and D units contain two bedrooms and the B and C units contain three bedrooms

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of RENÉE P. HARDER

Notary (ies) Public is/are certified to be correct. This 7th day of MAY 19 97.

JUDITH A. GIBSON, REGISTER OF DEEDS By: Barbara P. Young Deputy Register of Deeds

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION
AND AMENDMENT OF
THE VILLAGE OF TROON CONDOMINIUM
(PHASE V)

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUM (the "Supplementary Declaration") is made this 11th day of July, 1997, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominium (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

WITNESSETH:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominium; and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phase V") five (5) buildings of the same architectural style as the buildings located on Phase I, with each building containing four (4) units, which building and units are constructed in the same manner and of substantially the same materials as the units located in Phase I, except that Buildings 20 and 21 each contain four (4) three (3) bedroom units instead of a split of two (2) two-bedroom units and two (2) three-bedroom units ; and

WHEREAS, Declarant desires to subject Phase V and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominium Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

I. The property identified as Phase V on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phase V and shall be

BK: J150 PG: 0405/0492 #:0075 22:00
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 07/14/97 09:53

DRAWN BY AND PLACED IN THE WO:
PERRY, PATRICK, FARMER & COMPANY, P.A.
1901 ROXBOROUGH ROAD, SUITE 100
CHARLOTTE, NC 28211

[Handwritten initials]

a burden and benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in Phase V land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phase V land, by the acceptance of a deed or other conveyed of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominium Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase V of The Village of Troon Condominium, contains five (5) buildings designated as Buildings 20, 21, 22, 23 and 24 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase V units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

3. Declarant hereby designated that Phase V is comprised of twenty (20) units, common areas, limited common areas, and that those portions of Phase V, and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

4. Effective as of the date of this Supplementary Declaration, the Percentage Interest on each unit theretofore and hereby made a part of the condominium property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phases I, II, III and IV shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase V Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

WKB CHARLOTTE, INC.



Robert J. Sanders

Assistant Secretary

By: [Signature]

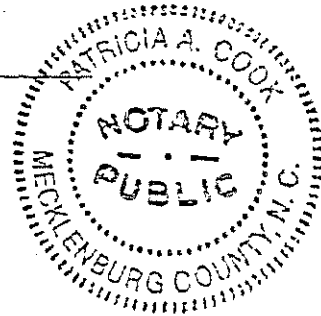
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 11 day of June, 1997, personally appeared before me Robert J. Sanders who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

[Signature]

Notary Public



My Commission Expires: 7/1/98

EXHIBIT A

TO

SUPPLEMENTARY DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUM Phase V

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a the southeast corner of the Phase IV property containing 3.04 acres as shown on map recorded in Unit Ownership File No. 414 at page 18 in the Mecklenburg County Public Registry; and running thence with the common lines of the Phase IV property, six (6) calls and distances as follows: (1) N. 14-13-58 W. 136.79 feet to a point; (2) S. 74-56-42 W. 33.12 feet to a point; (3) N. 19-35-44 W. 143.78 feet to a point; (4) S. 73-43-46 W. 191.95 feet to a point; (5) S. 68-29-02 W. 93.04 feet to a point and (6) S. 77-53-24 W. 75.71 feet to a point; thence N. 17-38-01 W. 129.68 feet to a point; thence N. 78-40-10 E. 39.61 feet to a point; thence N. 72-44-07 E. 121.39 feet to a point; thence N. 66-46-01 E. 166.88 feet to a point; thence N. 73-44-06 E. 241.02 feet to a point located within the right-of-way of Elm Lane West; thence S. 25-36-06 E. 427.91 feet to a found PK nail, said point marking the northeast corner of the property designated Phase III on map filed in Unit Ownership File 414 at page 12 in the Mecklenburg County Public Registry; thence with the Phase III property, three (3) calls and distances as follows: (1) S. 74-56-42 W. 204.71 feet to a point; (2) S. 15-03-18 E. 10.96 feet to a point and (3) S. 77-57-36 W. 32.29 feet to the point or place of Beginning, and being designated Phase 5 containing 3.289 acres, as shown on plat drawn by ESP Associates, P.A., dated July 8, 1997, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Old Troon Drive	See Survey	.9936
1	B	8457 Old Troon Drive	In Unit	1.0824
1	C	8461 Old Troon Drive	Ownership	1.0824
1	D	8465 Old Troon Drive	File	.9936
2	A	8437 Old Troon Drive	See Survey	.9936
2	B	8441 Old Troon Drive	In Unit	1.0824
2	C	8445 Old Troon Drive	Ownership	1.0824
2	D	8449 Old Troon Drive	File	.9936
3	A	8421 Old Troon Drive	See Survey	.9936
3	B	8425 Old Troon Drive	In Unit	1.0824
3	C	8425 Old Troon Drive	In Unit	1.0824
3	D	8433 Old Troon Drive	File	.9936
4	A	8405 Old Troon Drive	See Survey	.9936
4	B	8409 Old Troon Drive	In Unit	1.0824
4	C	8413 Old Troon Drive	Ownership	1.0824
4	D	8447 Old Troon Drive	File	.9936
5	A	8359 Old Troon Drive	See Survey	.9936
5	B	8363 Old Troon Drive	In Unit	1.0824
5	C	8367 Old Troon Drive	Ownership	1.0824
5	D	8371 Old Troon Drive	File	.9936
6	A	8342 Old Troon Drive	See Survey	.9936
6	B	8347 Old Troon Drive	In Unit	1.0824
6	C	8351 Old Troon Drive	Ownership	1.0824
6	D	8355 Old Troon Drive	File	.9936

Phase II

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
7	A	8327 Old Troon Drive	See Survey	.9936
7	B	8331 Old Troon Drive	In Unit	1.0824
7	C	8335 Old Troon Drive	Ownership	1.0824
7	D	8339 Old Troon Drive	File	.9936
8	A	8311 Old Troon Drive	See Survey	.9936
8	B	8315 Old Troon Drive	In Unit	1.0824
8	C	8319 Old Troon Drive	Ownership	1.0824
8	D	8323 Old Troon Drive	File	.9936

Phase III

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
9	A	8209 Old Troon Drive	See Survey	.9936
9	B	8123 Old Troon Drive	In Unit	1.0824
9	C	11402 Olde St. Andrews Ct.	Ownership	1.0824
9	D	11406 Olde St. Andrews Ct.	File	.9936
10	A	8303 Old Troon Drive	See Survey	.9936
10	B	8307 Old Troon Drive	In Unit	1.0824
10	C	11426 Olde St. Andrews Ct.	Ownership	1.0824
10	D	11430 Olde St. Andrews Ct.	File	.9936
11	A	11410 Olde St. Andrews Ct.	See Survey	.9936
11	B	11414 Olde St. Andrews Ct.	In Unit	1.0824
11	C	11418 Olde St. Andrews Ct.	Ownership	1.0824
11	D	11422 Olde St. Andrews Ct.	File	.9936
12	A	11411 Olde St. Andrews Ct.	See Survey	.9936
12	B	11415 Olde St. Andrews Ct.	In Unit	1.0824
12	C	11419 Olde St. Andrews Ct.	Ownership	1.0824
12	D	11423 Olde St. Andrews Ct.	File	.9936
13	A	8201 Old Troon Drive	See Survey	.9936
13	B	8205 Old Troon Drive	In Unit	1.0824
13	C	11403 Olde St. Andrews Ct.	Ownership	1.0824
13	D	11407 Olde St. Andrews Ct.	File	.9936

Phase IV

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
14	A	11442 Olde Turnberry Ct.	See Survey	.9936
14	B	11446 Olde Turnberry Ct.	In Unit	1.0824
14	C	8312 Olde Troon Drive	Ownership	1.0824
14	D	8316 Olde Troon Drive	File	.9936
15	A	11418 Olde Turnberry Ct.	See Survey	.9936
15	B	11422 Olde Turnberry Ct.	In Unit	1.0824
15	C	11426 Olde Turnberry Ct.	Ownership	1.0824
15	D	11430 Olde Turnberry Ct.	File	.9936
16	A	11434 Olde Turnberry Ct.	See Survey	.9936
16	B	11438 Olde Turnberry Ct.	In Unit	1.0824
16	C	8302 Olde Troon Drive	Ownership	1.0824
16	D	8306 Olde Troon Drive	File	.9936
17	A	11402 Olde Turnberry Ct.	See Survey	.9936
17	B	11406 Olde Turnberry Ct.	In Unit	1.0824
17	C	11410 Olde Turnberry Ct.	Ownership	1.0824
17	D	11414 Olde Turnberry Ct.	File	.9936
18	A	11443 Olde Turnberry Ct.	See Survey	.9936
18	B	11447 Olde Turnberry Ct.	In Unit	1.0824
18	C	8206 Olde Troon Drive	Ownership	1.0824
18	D	8210 Olde Troon Drive	File	.9936
19	A	11403 Olde Turnberry Ct.	See Survey	.9936
19	B	11407 Olde Turnberry Ct.	In Unit	1.0824
19	C	11411 Olde Turnberry Ct.	Ownership	1.0824
19	D	11415 Olde Turnberry Ct.	File	.9936

The A and D units contain two bedrooms and the B and C units contain three bedrooms

Phase V

20	A	11435 Olde Turnberry Ct.	See Survey	1.0824
20	B	11439 Olde Turnberry Ct.	In Unit	1.0824
20	C	8200 Olde Troon Drive	Ownership	1.0824
20	D	8204 Olde Troon Drive	File	1.0824
21	A	11419 Olde Turnberry Ct.	See Survey	1.0824
21	B	11423 Olde Turnberry Ct.	In Unit	1.0824
21	C	11427 Olde Turnberry Ct.	Ownership	1.0824
21	D	11431 Olde Turnberry Ct.	File	1.0824
22	A	11348 Olde Turnberry Ct.	See Survey	.9936
22	B	11352 Olde Turnberry Ct.	In Unit	1.0824
22	C	11356 Olde Turnberry Ct.	Ownership	1.0824
22	D	11360 Olde Turnberry Ct.	File	.9936

23	A	11345 Olde Turnberry Ct.	See Survey	.9936
23	B	11349 Olde Turnberry Ct.	In Unit	1.0824
23	C	11353 Olde Turnberry Ct.	Ownership	1.0824
23	D	11357 Olde Turnberry Ct.	File	.9936
24	A	11329 Olde Turnberry Ct.	See Survey	.9936
24	B	11333 Olde Turnberry Ct.	In Unit	1.0824
24	C	11337 Olde Turnberry Ct.	Ownership	1.0824
24	D	11341 Olde Turnberry Ct.	File	.9936

All Units (A, B, C and D) in Buildings 20 and 21 contain three bedrooms. In Buildings 22, 23 and 24, the A and D units contain two bedrooms and the B and C units contain three bedrooms.

62.con 7/10/97

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of

Patricia A. Cook

Notary (ies) Public is/are certified to be correct.

This 10th day of July, 19 97

JUDITH A. GIBSON, REGISTER OF DEEDS

By: William B. Allen

Deputy Register of Deeds

(Box 23)

UNIT FILE NO. 414 PAGE -

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION
AND AMENDMENT OF
THE VILLAGE OF TROON CONDOMINIUMS
(PHASE VI)

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUMS (the "Supplementary Declaration") is made this 17th day of Sept., 1997, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominiums (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

WITNESSETH:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominium; and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phase VI") three (3) buildings of the same architectural style as the buildings located on Phase I, with each building containing four (4) units, which building and units are constructed in the same manner and of substantially the same materials as the units located in Phase I, except that all three (3) Buildings (buildings 27, 28 and 29) contain four (4) three (3) bedroom units instead of a split of two (2) two-bedroom units and two (2) three-bedroom units; and

WHEREAS, Declarant desires to subject Phase VI and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominium Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

- I. The property identified as Phase VI on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phase VI and shall

be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in Phase VI land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phase VI land, by the acceptance of a deed or other conveyed of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominium Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase VI of The Village of Troon Condominiums, contains three (3) buildings designated as Buildings 27, 28 and 29 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase VI units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

3. Declarant hereby designates that Phase VI is comprised of twelve (12) units, common areas, limited common areas, and that those portions of Phase VI, and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

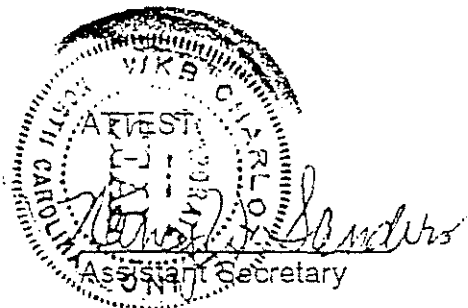
4. Effective as of the date of this Supplementary Declaration, the Percentage Interest or each unit theretofore and hereby made a part of the condominium property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phases I, II, III, IV and V shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase VI Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

6. The correct spelling of the street name "Olde Turnbury Court" is "Turnbury." All references to the incorrect spelling "Turnberry" contained in Exhibit B the Declaration of Condominium, any Supplemental Declaration of Condominium or shown on any plat of The Village of Troon recorded in Unit Ownership File No. 414 are hereby deleted and the correct spelling "Turnbury" is substituted therefor.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

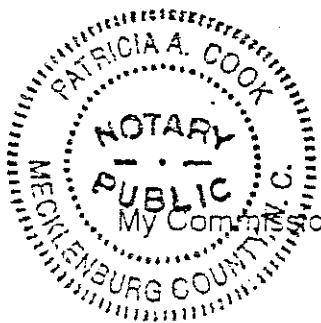
WKB CHARLOTTE, INC.



By: [Signature]
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 17 day of Sept., 1997, personally appeared before me Mark A. Williams who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



[Signature]
Notary Public

EXHIBIT A

TO

SUPPLEMENTARY DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUMS Phase VI

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the northwest corner of the Phase V property containing 3.289 acres as shown on map recorded in Unit Ownership File No. 414 in the Mecklenburg County Public Registry; and running thence with the westerly boundary of the Phase V property, S. 17-38-01 E. 23.73 feet to a point; thence S. 75-33-23 W. 49.46 feet to a point; thence S. 75-48-21 W. 250.10 feet to a point in the easterly margin of the private drive right-of-way of Ballantyne Trace Court; thence with said private right-of-way, two (2) calls and distances as follows: (1) N. 05-17-06 W. 28.16 feet to a point and (2) N. 10-25-18 W. 138.01 feet to a point in the southerly margin of the right-of-way of Ballantyne Commons Parkway; thence with said right-of-way, three (3) calls and distances as follows: (1) N. 73-39-59 E. 8.73 feet to a found R/W disc; (2) N. 28-23-47 E. 49.40 feet to a found R/W disc and (3) N. 73-44-10 E. 421.69 feet to a point; thence S. 17-04-27 E. 184.69 feet to a point in the northerly line of the Phase V property; thence with the Phase V property, three (3) calls and distances as follows: (1) S. 66-46-01 W. 27.93 feet to a point; (2) S. 72-44-07 W. 121.39 feet to a point and (3) S. 78-40-10 W. 39.61 feet to the point or place of Beginning, and being designated Phase 6, containing 2.142 acres as shown on plat drawn by ESP Associates, PA, dated September 11, 1997, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Old Troon Drive	See Survey	.8628
1	B	8457 Old Troon Drive	In Unit	.9399
1	C	8461 Old Troon Drive	Ownership	.9399
1	D	8465 Old Troon Drive	File	.8628
2	A	8437 Old Troon Drive	See Survey	.8628
2	B	8441 Old Troon Drive	In Unit	.9399
2	C	8445 Old Troon Drive	Ownership	.9399
2	D	8449 Old Troon Drive	File	.8628
3	A	8421 Old Troon Drive	See Survey	.8628
3	B	8425 Old Troon Drive	In Unit	.9399
3	C	8425 Old Troon Drive	In Unit	.9399
3	D	8433 Old Troon Drive	File	.8628
4	A	8405 Old Troon Drive	See Survey	.8628
4	B	8409 Old Troon Drive	In Unit	.9399
4	C	8413 Old Troon Drive	Ownership	.9399
4	D	8447 Old Troon Drive	File	.8628
5	A	8359 Old Troon Drive	See Survey	.8628
5	B	8363 Old Troon Drive	In Unit	.9399
5	C	8367 Old Troon Drive	Ownership	.9399
5	D	8371 Old Troon Drive	File	.8628
6	A	8342 Old Troon Drive	See Survey	.8628
6	B	8347 Old Troon Drive	In Unit	.9399
6	C	8351 Old Troon Drive	Ownership	.9399
6	D	8355 Old Troon Drive	File	.8628

Phase II

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
7	A	8327 Old Troon Drive	See Survey	.8628
7	B	8331 Old Troon Drive	In Unit	.9399
7	C	8335 Old Troon Drive	Ownership	.9399
7	D	8339 Old Troon Drive	File	.8628
8	A	8311 Old Troon Drive	See Survey	.8628
8	B	8315 Old Troon Drive	In Unit	.9399
8	C	8319 Old Troon Drive	Ownership	.9399
8	D	8323 Old Troon Drive	File	.8628

Phase III

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
9	A	8209 Old Troon Drive	See Survey	.8628
9	B	8123 Old Troon Drive	In Unit	.9399
9	C	11402 Olde St. Andrews Ct.	Ownership	.9399
9	D	11406 Olde St. Andrews Ct.	File	.8628
10	A	8303 Old Troon Drive	See Survey	.8628
10	B	8307 Old Troon Drive	In Unit	.9399
10	C	11426 Olde St. Andrews Ct.	Ownership	.9399
10	D	11430 Olde St. Andrews Ct.	File	.8628
11	A	11410 Olde St. Andrews Ct.	See Survey	.8628
11	B	11414 Olde St. Andrews Ct.	In Unit	.9399
11	C	11418 Olde St. Andrews Ct.	Ownership	.9399
11	D	11422 Olde St. Andrews Ct.	File	.8628
12	A	11411 Olde St. Andrews Ct.	See Survey	.8628
12	B	11415 Olde St. Andrews Ct.	In Unit	.9399
12	C	11419 Olde St. Andrews Ct.	Ownership	.9399
12	D	11423 Olde St. Andrews Ct.	File	.8628
13	A	8201 Old Troon Drive	See Survey	.8528
13	B	8205 Old Troon Drive	In Unit	.9399
13	C	11403 Olde St. Andrews Ct.	Ownership	.9399
13	D	11407 Olde St. Andrews Ct.	File	.8628

Phase IV

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
14	A	11442 Olde Turnbury Ct.	See Survey	.8628
14	B	11446 Olde Turnbury Ct.	In Unit	.9399
14	C	8312 Olde Troon Drive	Ownership	.9399
14	D	8316 Olde Troon Drive	File	.8628
15	A	11418 Olde Turnbury Ct.	See Survey	.8628
15	B	11422 Olde Turnbury Ct.	In Unit	.9399
15	C	11426 Olde Turnbury Ct.	Ownership	.9399
15	D	11430 Olde Turnbury Ct.	File	.8628
16	A	11434 Olde Turnbury Ct.	See Survey	.8628
16	B	11438 Olde Turnbury Ct.	In Unit	.9399
16	C	8302 Olde Troon Drive	Ownership	.9399
16	D	8306 Olde Troon Drive	File	.8628
17	A	11402 Olde Turnbury Ct.	See Survey	.8628
17	B	11406 Olde Turnbury Ct.	In Unit	.9399
17	C	11410 Olde Turnbury Ct.	Ownership	.9399
17	D	11414 Olde Turnbury Ct.	File	.8628
18	A	11443 Olde Turnbury Ct.	See Survey	.8628
18	B	11447 Olde Turnbury Ct.	In Unit	.9399
18	C	8206 Olde Troon Drive	Ownership	.9399
18	D	8210 Olde Troon Drive	File	.8628
19	A	11403 Olde Turnbury Ct.	See Survey	.8628
19	B	11407 Olde Turnbury Ct.	In Unit	.9399
19	C	11411 Olde Turnbury Ct.	Ownership	.9399
19	D	11415 Olde Turnbury Ct.	File	.8628

The A and D units contain two bedrooms and the B and C units contain three bedrooms

Phase V

20	A	11435 Olde Turnbury Ct.	See Survey	.9399
20	B	11439 Olde Turnbury Ct.	In Unit	.9399
20	C	8200 Olde Troon Drive	Ownership	.9399
20	D	8204 Olde Troon Drive	File	.9399
21	A	11419 Olde Turnbury Ct.	See Survey	.9399
21	B	11423 Olde Turnbury Ct.	In Unit	.9399
21	C	11427 Olde Turnbury Ct.	Ownership	.9399
21	D	11431 Olde Turnbury Ct.	File	.9399
22	A	11348 Olde Turnbury Ct.	See Survey	.8628
22	B	11352 Olde Turnbury Ct.	In Unit	.9399
22	C	11356 Olde Turnbury Ct.	Ownership	.9399
22	D	11360 Olde Turnbury Ct.	File	.8628

23	A	11345	Olde Turnbury Ct.	See Survey	.8628
23	B	11349	Olde Turnbury Ct.	In Unit	.9399
23	C	11353	Olde Turnbury Ct.	Ownership	.9399
23	D	11357	Olde Turnbury Ct.	File	.8628
24	A	11329	Olde Turnbury Ct.	See Survey	.8628
24	B	11333	Olde Turnbury Ct.	In Unit	.9399
24	C	11337	Olde Turnbury Ct.	Ownership	.9399
24	D	11341	Olde Turnbury Ct.	File	.8628

Phase VI

27	A	11302	Olde Turnbury Ct.	See Survey	.9399
27	B	11306	Olde Turnbury Ct.	In Unit	.9399
27	C	11310	Olde Turnbury Ct.	Ownership	.9399
27	D	11314	Olde Turnbury Ct.	File	.9399
28	A	11318	Olde Turnbury Ct.	See Survey	.9399
28	B	11322	Olde Turnbury Ct.	In Unit	.9399
28	C	11326	Olde Turnbury Ct.	Ownership	.9399
28	D	11330	Olde Turnbury Ct.	File	.9399
29	A	11334	Olde Turnbury Ct.	See Survey	.9399
29	B	11338	Olde Turnbury Ct.	In Unit	.9399
29	C	11342	Olde Turnbury Ct.	Ownership	.9399
29	D	11346	Olde Turnbury Ct.	File	.9399

All Units (A, B, C and D) in Buildings 20, 21, 27, 28 and 29 contain three bedrooms. In Buildings 22, 23 and 24, the A and D units contain two bedrooms and the B and C units contain three bedrooms.

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of

Patricia A. Cook

Notary(ies) Public is/are certified to be correct. This

17th day of *September*, 19 *97*.

JUDITH A. GIBSON, REGISTER OF DEEDS BY

Wesley McAllister

Deputy Register of Deeds

RD102

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION
AND AMENDMENT OF
THE VILLAGE OF TROON CONDOMINIUMS
(PHASES VII AND VIII)

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION AND AMENDMENT OF THE VILLAGE OF TROON CONDOMINIUMS (the "Supplementary Declaration") is made this 28th day of October, 1997, by WKB CHARLOTTE, INC., a North Carolina corporation, in accordance with and pursuant to that certain Declaration of Condominium for The Village of Troon Condominium (the "Declaration"), dated November 4, 1996, and recorded in Book 8807 at page 591 in the Mecklenburg County Public Registry. The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, when used herein shall have the same meaning given to them in the Declaration.

WITNESSETH:

WHEREAS, Declarant is permitted, under and subject to the provisions of Article III of the Declaration, to add, from time to time, any portion or portions of the Additional Real Estate, and improvements constructed thereon, to the Condominium; and

WHEREAS, Declarant has constructed upon the portions of the Additional Real Estate described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Phases VII and VIII") two (2) buildings of the same architectural style as the buildings located on Phase I constructed on the property described on Exhibit A as Phase VIII and the pond, swimming pool, club house and gazebo on the property described on Exhibit A as Phase VII; and

WHEREAS, Declarant desires to subject Phases VII and VIII and all improvements located thereon to the terms and provision of the Declaration and of Chapter 47C of the North Carolina General Statutes (the North Carolina Condominium Act);

NOW, THEREFORE, Declarant does hereby publish and declare the following:

I. The property identified as Phases VII and VIII on the attached Exhibit A is held, and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the restrictions, covenants, conditions, uses, limitations and obligations set forth in the Declaration and this Supplementary Declaration, all of which are declared and agreed to be in furtherance of the plan for the division of such property into condominium units, and shall be deemed to run with Phases VII and VIII and shall be a burden and benefit to the Declarant, its successors

DRAWN BY AND PLEASE MAIL TO:
PERRY, PATRICK, FARMER & MICHAUX, P.A. *JPW*
1901 ROXBOROUGH ROAD, SUITE 100
CHARLOTTE, NC 28211 (BOX #25) *PH*

and assigns, and any person acquiring or owning an interest in Phases VII and VIII land and improvements located thereon, their grantees, successors, heirs, administrators, devisees and assigns. Every grantee of any interest in the Phases VII and VIII land, by the acceptance of a deed or other conveyed of such interest, whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the North Carolina Condominium Act, the Declaration, this Supplementary Declaration and any subsequent supplementary declaration, and shall be deemed to have assented to the same.

2. Phase VIII of The Village of Troon Condominium contains two (2) buildings designated as Buildings 25 and 26 on the site plan which site plan and plans of the type units shall be or have been filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

Phase VII of The Village of Troon Condominium contains a pond, swimming pool, club house and gazabo as shown on the site plan filed in the Unit Ownership File Number 414 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

The plans and site plan show graphically the buildings; the particulars of the buildings, including the location, layout, number of rooms, dimensions, ceiling and floor elevations, approximate area, the building designation, and unit numbers; and the location of the common area and facilities affording access to each unit. The Phase VIII units are located, respectively, at the addresses and are at disparate size constructed according to the basic floor plans all as set forth in Exhibit B attached hereto. Each unit is designated by a letter in the plans.

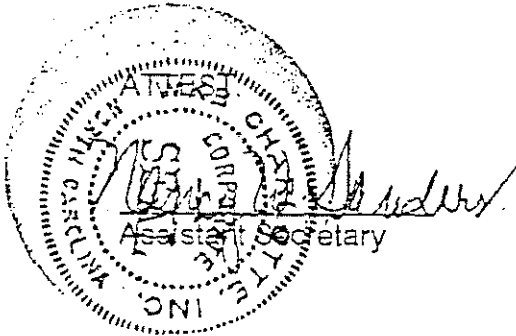
3. Declarant hereby designates that Phase VIII is comprised of eight (8) units, common areas, limited common areas, and that those portions of Phase VIII and improvements located thereon, which are units, common areas, and limited common areas are as described and set forth in the Declaration and as shown on the plans filed in Unit Ownership File 414.

4. Effective as of the date of this Supplementary Declaration, the Percentage Interest of each unit theretofore and hereby made a part of the condominium property is as set forth on Exhibit B attached hereto and incorporated herein by reference. Said Exhibit B shall supplement Exhibit B attached to the Declaration and Exhibits B on any previously recorded Supplementary Declarations and the Percentage interests appurtenant to the units in Phases I, II, III, IV, V and VI shall be reduced to those amounts shown on Exhibit B attached hereto effective as of the date of this Supplementary Declaration.

5. As to the Phase VIII Units, the annual assessments provided for in Article VI of the Declaration shall commence as to all Units in the Building on the first day of the month following the conveyance of the first Unit in that Building by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration under seal the day and year first above written.

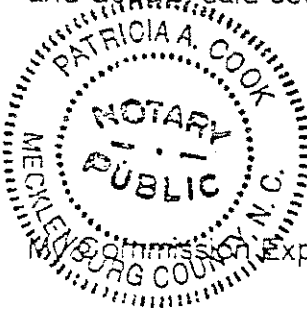
WKB CHARLOTTE, INC.



By: Jan Lamb
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 28th day of October, 1997, personally appeared before me Jim Lamb, who being by me duly sworn says that he is Vice President of WKB CHARLOTTE, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



Patricia A. Cook
Notary Public

EXHIBIT A

TO

SUPPLEMENTARY DECLARATION AND AMENDMENT TO
VILLAGE OF TROON CONDOMINIUMS PHASES VII AND VIII

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

PHASE VII:

BEGINNING at a point in the southwest corner of the Phase VI property containing 2.142 acres as shown on map recorded in Unit Ownership File No. 414 in the Mecklenburg County Public Registry, said point also being in the easterly boundary line of the Phase I property; and running thence from said Beginning point with the southerly boundary of the Phase VI property, two (2) calls and distances as follows: (1) N. 75-48-21 E. 250.10 feet to a point and (2) N. 75-33-23 E. 49.46 feet to a set mag nail in asphalt in the westerly boundary of the Phase V property; thence with the westerly boundary of the Phase V property, S. 17-38-01 E. 105.95 feet to a point in the northerly boundary of the Phase IV property; thence with the Phase IV property, four (4) calls and distances as follows: (1) S. 77-48-25 W. 106.02 feet to a point; (2) S. 10-32-17 E. 126.50 feet to a set PK nail in concrete retaining wall; (3) S. 46-05-37 E. 47.50 feet to a point and (4) S. 19-58-02 E. 145.40 feet to a point in the northerly boundary of the Phase I property; thence with the Phase I property, ten (10) calls and distances as follows: (1) S. 58-55-45 W. 37.03 feet to a point; (2) in a westerly direction with the arc of a circular curve to the right having a radius of 46.50 feet, an arc distance of 78.36 feet (having a chord bearing and distance of N. 72-47-50 W. 69.41 feet) to a point; (3) in a northerly direction with the arc of a circular curve to the right having a radius of 185.00 feet, an arc distance of 66.41 feet (having a chord bearing and distance of N. 14-14-21 W. 66.06 feet) to a point; (4) N. 03-57-17 W. 38.21 feet to a point; (5) in a northwesterly direction with the arc of a circular curve to the left having a radius of 102.00 feet, an arc distance of 139.59 feet (having a chord bearing and distance of N. 41-11-35 W. 123.45 feet) to a point; (6) N. 76-50-35 W. 41.23 feet to a point; (7) S. 79-49-58 W. 55.10 feet to a point; (8) in a northwesterly direction with the arc of a circular curve to the right having a radius of 12.50 feet, an arc distance of 19.63 feet (having a chord bearing and distance of N. 55-10-02 W. 12.50 feet) to a point; (9) N. 10-10-02 W. 46.23 feet to a point and (10) N. 05-17-06 W. 92.28 feet to the point or place of Beginning, and being designated

Phase 7, containing 1.492 acres, as shown on plat drawn by ESP Associates, PA, dated September 29, 1997, reference to which survey is hereby made for a more particular description.

PHASE VIII:

BEGINNING at a found No. 4 rebar located in the northeast corner of the Phase VI property containing 2.142 acres as shown on map recorded in Unit Ownership File No. 414 in the Mecklenburg County Public Registry, said rebar also being located in the southerly margin of the right-of-way of Ballantyne Commons Parkway; and running thence with said margin of the right-of-way of Ballantyne Commons Parkway, N. 73-44-10 E. 267.90 feet to a found right-of-way disk; thence S. 65-52-49 E. 55.31 feet to a point; thence with the proposed right-of-way of Elm Lane, S. 25-54-39 E. 133.35 feet to a point in the northerly boundary of the Phase V property; thence with the Phase V property, two (2) calls and distances as follows: (1) S. 73-44-06 W. 191.15 feet to a point and (2) S. 66-46-01 W. 138.95 feet to a set PK nail in asphalt in the southeast corner of the Phase VI property; thence with the easterly boundary of the Phase VI property, N. 17-04-27 W. 184.69 feet to the point or place of Beginning, and containing 1.231 acres, as shown on plat drawn by ESP Associates, PA, dated October 8, 1997, reference to which survey is hereby made for a more particular description.

EXHIBIT B
TO
DECLARATION OF THE VILLAGE OF TROON

PERCENT INTEREST CHART

PHASE I

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
1	A	8453 Old Troon Drive	See Survey	.8186
1	B	8457 Old Troon Drive	In Unit	.8918
1	C	8461 Old Troon Drive	Ownership	.8918
1	D	8465 Old Troon Drive	File	.8186
2	A	8437 Old Troon Drive	See Survey	.8186
2	B	8441 Old Troon Drive	In Unit	.8918
2	C	8445 Old Troon Drive	Ownership	.8918
2	D	8449 Old Troon Drive	File	.8186
3	A	8421 Old Troon Drive	See Survey	.8186
3	B	8425 Old Troon Drive	In Unit	.8918
3	C	8425 Old Troon Drive	In Unit	.8918
3	D	8433 Old Troon Drive	File	.8186
4	A	8405 Old Troon Drive	See Survey	.8186
4	B	8409 Old Troon Drive	In Unit	.8918
4	C	8413 Old Troon Drive	Ownership	.8918
4	D	8447 Old Troon Drive	File	.8186
5	A	8359 Old Troon Drive	See Survey	.8186
5	B	8363 Old Troon Drive	In Unit	.8918
5	C	8367 Old Troon Drive	Ownership	.8918
5	D	8371 Old Troon Drive	File	.8186
6	A	8342 Old Troon Drive	See Survey	.8186
6	B	8347 Old Troon Drive	In Unit	.8918
6	C	8351 Old Troon Drive	Ownership	.8918
6	D	8355 Old Troon Drive	File	.8186

Phase II

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
7	A	8327 Old Troon Drive	See Survey	.8186
7	B	8331 Old Troon Drive	In Unit	.8918
7	C	8335 Old Troon Drive	Ownership	.8918
7	D	8339 Old Troon Drive	File	.8186
8	A	8311 Old Troon Drive	See Survey	.8186
8	B	8315 Old Troon Drive	In Unit	.8918
8	C	8319 Old Troon Drive	Ownership	.8918
8	D	8323 Old Troon Drive	File	.8186

Phase III

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
9	A	8209 Old Troon Drive	See Survey	.8186
9	B	8123 Old Troon Drive	In Unit	.8918
9	C	11402 Olde St. Andrews Ct.	Ownership	.8918
9	D	11406 Olde St. Andrews Ct.	File	.8186
10	A	8303 Old Troon Drive	See Survey	.8186
10	B	8307 Old Troon Drive	In Unit	.8918
10	C	11426 Olde St. Andrews Ct.	Ownership	.8918
10	D	11430 Olde St. Andrews Ct.	File	.8186
11	A	11410 Olde St. Andrews Ct.	See Survey	.8186
11	B	11414 Olde St. Andrews Ct.	In Unit	.8918
11	C	11418 Olde St. Andrews Ct.	Ownership	.8918
11	D	11422 Olde St. Andrews Ct.	File	.8186
12	A	11411 Olde St. Andrews Ct.	See Survey	.8186
12	B	11415 Olde St. Andrews Ct.	In Unit	.8918
12	C	11419 Olde St. Andrews Ct.	Ownership	.8918
12	D	11423 Olde St. Andrews Ct.	File	.8186
13	A	8201 Old Troon Drive	See Survey	.8186
13	B	8205 Old Troon Drive	In Unit	.8918
13	C	11403 Olde St. Andrews Ct.	Ownership	.8918
13	D	11407 Olde St. Andrews Ct.	File	.8186

Phase IV

<u>Bldg. No.</u>	<u>Unit Designation on Plans</u>	<u>Address</u>	<u>Unit Location</u>	<u>Percent Interest</u>
14	A	11442 Olde Turnbury Ct.	See Survey	.8186
14	B	11446 Olde Turnbury Ct.	In Unit	.8918
14	C	8312 Olde Troon Drive	Ownership	.8918
14	D	8316 Olde Troon Drive	File	.8186
15	A	11418 Olde Turnbury Ct.	See Survey	.8186
15	B	11422 Olde Turnbury Ct.	In Unit	.8918
15	C	11426 Olde Turnbury Ct.	Ownership	.8918
15	D	11430 Olde Turnbury Ct.	File	.8186
16	A	11434 Olde Turnbury Ct.	See Survey	.8186
16	B	11438 Olde Turnbury Ct.	In Unit	.8918
16	C	8302 Olde Troon Drive	Ownership	.8918
16	D	8306 Olde Troon Drive	File	.8186
17	A	11402 Olde Turnbury Ct.	See Survey	.8186
17	B	11406 Olde Turnbury Ct.	In Unit	.8918
17	C	11410 Olde Turnbury Ct.	Ownership	.8918
17	D	11414 Olde Turnbury Ct.	File	.8186
18	A	11443 Olde Turnbury Ct.	See Survey	.8186
18	B	11447 Olde Turnbury Ct.	In Unit	.8918
18	C	8206 Olde Troon Drive	Ownership	.8918
18	D	8210 Olde Troon Drive	File	.8186
19	A	11403 Olde Turnbury Ct.	See Survey	.8186
19	B	11407 Olde Turnbury Ct.	In Unit	.8918
19	C	11411 Olde Turnbury Ct.	Ownership	.8918
19	D	11415 Olde Turnbury Ct.	File	.8186

The A and D units contain two bedrooms and the B and C units contain three bedrooms

Phase V

20	A	11435 Olde Turnbury Ct.	See Survey	.8918
20	B	11439 Olde Turnbury Ct.	In Unit	.8918
20	C	8200 Olde Troon Drive	Ownership	.8918
20	D	8204 Olde Troon Drive	File	.8918
21	A	11419 Olde Turnbury Ct.	See Survey	.8918
21	B	11423 Olde Turnbury Ct.	In Unit	.8918
21	C	11427 Olde Turnbury Ct.	Ownership	.8918
21	D	11431 Olde Turnbury Ct.	File	.8918
22	A	11348 Olde Turnbury Ct.	See Survey	.8186
22	B	11352 Olde Turnbury Ct.	In Unit	.8918
22	C	11356 Olde Turnbury Ct.	Ownership	.8918
22	D	11360 Olde Turnbury Ct.	File	.8186

23	A	11345	Olde Turnbury Ct.	See Survey	.8186
23	B	11349	Olde Turnbury Ct.	In Unit	.8918
23	C	11353	Olde Turnbury Ct.	Ownership	.8918
23	D	11357	Olde Turnbury Ct.	File	.8186
24	A	11329	Olde Turnbury Ct.	See Survey	.8186
24	B	11333	Olde Turnbury Ct.	In Unit	.8918
24	C	11337	Olde Turnbury Ct.	Ownership	.8918
24	D	11341	Olde Turnbury Ct.	File	.8186

Phases VI

27	A	11302	Olde Turnbury Ct.	See Survey	.8918
27	B	11306	Olde Turnbury Ct.	In Unit	.8918
27	C	11310	Olde Turnbury Ct.	Ownership	.8918
27	D	11314	Olde Turnbury Ct.	File	.8918
28	A	11318	Olde Turnbury Ct.	See Survey	.8918
28	B	11322	Olde Turnbury Ct.	In Unit	.8918
28	C	11326	Olde Turnbury Ct.	Ownership	.8918
28	D	11330	Olde Turnbury Ct.	File	.8918
29	A	11334	Olde Turnbury Ct.	See Survey	.8918
29	B	11338	Olde Turnbury Ct.	In Unit	.8918
29	C	11342	Olde Turnbury Ct.	Ownership	.8918
29	D	11346	Olde Turnbury Ct.	File	.8918

PHASE VIII

25	A	11313	Olde Turnbury Ct.	See Survey	.8186
25	B	11317	Olde Turnbury Ct.	In Unit	.8918
25	C	11321	Olde Turnbury Ct.	Ownership	.8918
25	D	11325	Olde Turnbury Ct.	File	.8186
26	A	11301	Olde Turnbury Ct.	See Survey	.8186
26	B	11305	Olde Turnbury Ct.	In Unit	.8918
26	C	11309	Olde Turnbury Ct.	Ownership	.8918
26	D	11311	Olde Turnbury Ct.	File	.8186

All Units (A, B, C and D) in Buildings 20, 21, 27, 28 and 29 contain three bedrooms. In Buildings 22, 23, 24, 25 and 26 the A and D units contain two bedrooms and the B and C units contain three bedrooms.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Patricia A. Cook

Notary (ies) Public is/are certified to be correct. This 28th day of October, 19 97.

JUDITH A. GIBSON, REGISTER OF DEEDS By: Karen Ayers Deputy Register of Deeds

RD102