

See Instrument recorded
in Book 1085 Page 352

Jan 1993

See Instrument recorded
in Book 712 Page 133

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

This Declaration, made this 29th day of January, 1993, by
BILL CLARK CONSTRUCTION CO., INC., a North Carolina corporation
("Developer"), pursuant to the North Carolina Condominium Act;

W I T N E S S E T H :

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

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

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

ARTICLE I
Definitions

See Instrument recorded
in Book 360 Page 451

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

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

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

1.3. Association. Forbes Woods Condominium Association of
Greenville, Inc., a nonprofit corporation organized under the
laws of the State of North Carolina.

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

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

See Instrument recorded
in Book 638 Page 472

See Instrument recorded
in Book 649 Page 781

See Instrument recorded
in Book 791 Page 100

See Instrument recorded
in Book 453 Page 260

See Instrument recorded
in Book 714 Page 386

See Instrument recorded
in Book 644 Page 749

See Instrument recorded
in Book 475 Page 122

See Instrument recorded
in Book 718 Page 643

See Instrument recorded
in Book 644 Page 35

See Instrument recorded
in Book 533 Page 469

See Instrument recorded
in Book 555 Page 623

See Instrument recorded
in Book 731 Page 611

See Instrument recorded
in Book 623 Page 631

See Instrument recorded
in Book 577 Page 726

See Instrument recorded
in Book 445 Page 60

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

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

1.8. Condominium. The condominium created by this Declaration.

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

1.10. Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date ten (10) years after the date of the first conveyance of a unit to a unit owner other than a declarant; or (ii) the date upon which declarant surrenders control of the condominium; or (iii) one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the units (including units which may be created pursuant to special declarant rights) to unit owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer units for sale in the ordinary course of business; or (v) two (2) years after any development right to add new units was last exercised.

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

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

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

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

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

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

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

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

1.19. Special Declarant Rights. The rights reserved herein and in the Bylaws for the benefit of a declarant, including all rights stated in Section 1-103(23) of the Act including, not by way of limitation, the following: to complete the improvements indicated on the floor plans; to maintain sales offices, management offices, models and signs advertising the condominium; to use easements through the common elements; to elect, appoint or remove members of the Board during the declarant control period; to use recreational facilities for the benefit of owners, lessees or invitees of any person residing in the area described on Exhibit "A-1" or any prospective purchaser of a unit lying within the area described on Exhibit "A" or Exhibit "A-1" (subject to reasonable use fees to be set by the Board); and to add additional real estate. Declarant shall have no right to subdivide or convert units owned by declarant.

1.20. Unit. A portion of the condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the common elements as set forth on Exhibit "C". Each unit is designated and delineated on the floor plans.

1.21. Unit Boundaries. The boundaries of each unit, both as to vertical and horizontal planes, as shown on the floor plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all panelling, tiles, wallpaper,

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ATTORNEY AT LAW

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paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

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

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

ARTICLE II
Submission of Property to the Act

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

2.2. Name. The property shall hereafter be known as the Forbes Woods, a Condominium.

2.3. Division of Property into Separately Owned Units. Developer, pursuant to the Act, and to establish a plan of condominium ownership for the condominium, does hereby divide the property described on Exhibit "A" into a maximum of twenty four (24) units and does hereby designate all such units for separate ownership, subject, however, to the provisions of Section 2.4 hereof.

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

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

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

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

2.8. Reservation of Special Declarant Rights. Declarant hereby reserves all special declarant rights as herein stated and

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as further defined by the Act and specifically stated in Section 1-103(23) of the Act.

ARTICLE III
Additional Real Estate

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

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

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

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

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

NOTICE & DAVIS, P.A.
Greenville, S.C. 29634

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**ARTICLE IV
EASEMENTS**

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

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

4.3. Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a unit owner, the association, the Board, or any other person is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

4.4. Declarant's Easement. Declarant hereby reserves such easement 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 purposes.

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

WITNESSES: J. C. STEIN, ATTORNEY AT LAW; JAMES A. GARDNER, JR., ATTORNEY AT LAW

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4.5. Cable Television Easement. Declarant is presently negotiating a cable television wiring agreement with Multimedia Cablevision which would provide cable TV to all units with an easement for installing and maintaining a line connecting the cable television wires located in the buildings to Forbes Woods' system. Any such agreement would be entered into by Declarant and/or the association.

ARTICLE V

Restrictions, Conditions and Covenants

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

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

5.3. Use Restricted: Use by Declarant.

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

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

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

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

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

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

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

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

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

5.8. Prohibition of Renting for Transient or Hotel Purposes. No unit owner shall rent his unit for transient or hotel purposes which, for purposes of this Declaration, shall be defined as either a rental for any period less than thirty (30) days or any rental if the lessee of the unit is provided customary hotel services. Any permitted lease shall lease an entire unit, shall be in writing, and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any unit owner who enters into a lease of his unit shall promptly notify the association of the name and address of the lessee, the unit rented, and the term of the

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lease. Other than the foregoing restrictions, each unit owner shall have the full right to lease his unit. No lease, however, shall relieve owner from any liabilities or duties herein nor shall any owners privileges in any way be changed because of said lease. No sublease may be entered into without the written consent of the Board.

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

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

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

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

ARTICLE VI ASSESSMENTS

6.1. Assessment Liens. The Board has the power to levy assessments against the units for common expenses. Such assessments shall be a lien on the units against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws. Notwithstanding the provision of 6.3, such lien is not released by the sale or transfer of such unit.

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

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

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

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

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

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

ARTICLE VII
Management, Maintenance, Repairs, Replacements, Alterations and Improvements

7.1 Common Elements.

(a) By the Association. The management, replacement, maintenance, repair, alteration and improvement of the common elements shall be the responsibility of the association, and,

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

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

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

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

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

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

7.4. Waiver of Claims. Except only as provided in Section 7.5(a) and (b), the association agrees that it shall make no claim against a unit owner or occupant, each unit owner and occupant agrees that he shall make no claim against the association, the members of the Board, officers of the association, or employees or agents of any thereof, or against

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any manager retained by the board, or his or its officers, directors, employees or agents, or other unit owners or occupants, for any loss or damage to any of the property, or to a unit or personal property therein, even if abused by the omission or neglect of any one or more of such persons; and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

7.5. Right of Entry.

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

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

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

ARTICLE VIII
INSURANCE

8.1. Casualty Insurance. The association shall maintain casualty insurance upon the property in the name of, and the proceeds thereof shall be payable to, the association, as trustee for all unit owners and security holders as their interests may appear, and be disbursed pursuant to the Act. Such insurance

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shall be in an amount equal to not less than the full insurable value of the property on a replacement cost basis and shall insure against such risks and contain such provisions as the Board, from time to time, shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provisions thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option not to be exercisable if such restoration is prohibited pursuant to Section 3-11(h) of the Act.

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

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

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

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

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STATE OF NEW YORK
JAMES E. DAVIS, JR.
JAMES E. DAVIS, JR.
JAMES E. DAVIS, JR.

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

**ARTICLE IX
Casualty Damage**

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

**ARTICLE X
Condemnation**

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the property, the same shall be repaired or restored and the awards paid on account thereof shall be used and applied in accordance with Section 1-107 of the Act.

**ARTICLE IX
Termination**

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

**ARTICLE XII
Amendment**

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

MATTHEW A. GARDNER, P.A.
Attorney at Law
Greenville, S.C. 29604

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ARTICLE XIII
Rights of First Mortgagees, VA, FHLB and FHLNC Provisions

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

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

13.2. Availability of Condominium Documents, Books, Records, and Financial Statements. The association shall, upon request and during normal business hours, make available for inspection by unit owners and the first mortgagees and the insurers and guarantors of a first mortgage on any unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the condominium and the book, records and financial statements of the association. The association shall provide an audited financial statement for the preceding fiscal year if requested in writing by a first mortgagee or insurer or guarantor of a first mortgage. The association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of units, current copies of the Declaration, Bylaws, other rules and regulations governing the condominium, and the most recent annual audited financial statement if one is prepared.

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

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

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

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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 Mortgages. This Section 13.7 shall be effective only if, at any time this section would apply, at least one unit is subject to financing. A decision to terminate the condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of eligible mortgage holders, as defined in Section 13.9 hereof, representing at least sixty-seven (67%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act. Except for any amendment to the Declaration made for the purpose of adding any of the additional real estate to the condominium in accordance with the provisions hereof (and including the reallocation and the reallocation of the ownership interest in the common elements and liability of the common expense of voting rights in the association pursuant to Paragraphs 13.13 hereunder), any amendment to the Declaration or Bylaws which changes any of the following shall require the prior written consent of unit owners holding at least sixty-seven (67%) percent of the total votes in the association and of eligible mortgage holders representing at least fifty-one (51%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act or hereunder:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of common elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common elements or limited common elements or rights to their use;
- (f) boundaries of any unit;
- (g) convertibility of units into common elements or common elements into units;
- (h) expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of units;

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(k) imposition of any restrictions on a unit owner's right to sell, transfer or otherwise convey his unit;

(l) a decision by the association to establish self-management when professional management had been required previously by any eligible mortgage holder;

(m) restoration or repair of the condominium (after damage or destruction or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;

(n) any action to terminate the legal status of the condominium; or

(o) any provisions that expressly benefit first mortgages or insurers or guarantors of first mortgages.

13.8. Consent of First Mortgagees or Unit Owners. This section 13.8 shall be effective only if, at the time this Section would apply, at least one unit is subject to commercial financing. Unless first mortgagees holding at least 66-2/3% of the votes allocated to first mortgagees (such first mortgagees having one vote per unit financed), or such higher percentage as is required by law, of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners (other than a declarant) holding at least 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 to abandon or terminate the condominium;

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

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

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

(c) partition or subdivide any unit;

(d) except in the case of any addition of the additional real estate pursuant to the provisions hereof, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with

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

13.10. Assessments. Assessments shall be due and payable in monthly installments. As provided in Article VIII of the Bylaws and as legally required by Section 3-113 of the Act, declarant shall pay all accrued expenses of the condominium until assessments are levied against the units. An assessment shall be deemed levied against a unit upon the giving of notice by the Board to a member of the association who is a unit owner of that unit. Unit owners shall have no obligation to pay monthly assessments until an assessment is levied. Assessments will begin at such time as the Board elects.

Book 412, Page 239, File Number

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

ARTICLE XIV General Provisions

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

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

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

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

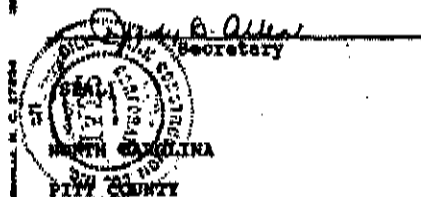
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IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be signed in its President and attested by its Secretary, all as of the day and year first written above.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President

ATTEST:



I, Shirley J. Little, a Notary Public, do hereby certify that [Signature] personally came before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC. and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 29th day of January, 1993.

Shirley J. Little
Notary Public



My Commission Expires: 7-2-95

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

Notary Public is (are) certified to be correct. Filed for registration at 2:55 o'clock P. M. this 1st day of February, 1993

ANNIE G. HOLDEN, Register of Deeds
By Annie G. Holden
Assistant Deputy Register of Deeds

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EXHIBIT "A"

The property shown on the map entitled "Forbes Woods Condominiums, Section I" dated 12-01-92 by Stroud Engineering, P.A. of record in Book 410-1 Page 171/172 of the Pitt County Registry.

MAITRE & SONS, P.A. ATTORNEYS AT LAW GREENSBORO, N. C. 27434

412:260

EXHIBIT "A-1"

All of the property shown on the map entitled "Forbes Woods" dated February 24, 1992 by Stroud Engineering, P.A. of record in Map Book 40 at Page 172 of the Pitt County Registry except that portion thereof described on Exhibit "A" above.

MATTHEW S. DAVIS, P.A. Attorney at Law Greenville, N.C. 27834

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EXHIBIT "B"
TO DECLARATION OF FORBES WOODS CONDOMINIUM

LIMITED COMMON ELEMENTS

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

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

MURTON & BAKER, P.A. ATTORNEYS AT LAW GREENWICH, N. Y. 11548

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EXHIBIT "C"

Unit Number	Percentage
3005-1	4%
3005-2	3%
3005-3	4%
3005-4	4%
3005-5	3%
3005-6	4%
3007-1	5%
3007-2	4%
3007-3	5%
3007-4	4%
3007-5	4%
3007-6	4%
3009-1	4%
3009-2	4%
3009-3	4%
3009-4	4%
3009-5	4%
3009-6	4%
3011-1	5%
3011-2	4%
3011-3	5%
3011-4	5%
3011-5	4%
3011-6	5%
	100%

RECEIVED BY THE ATTORNEY GENERAL'S OFFICE

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EXHIBIT "D"

LIENS, DEFECTS, AND ENCUMBRANCES

1. There is an outstanding deed of trust in favor of NationsBank recorded in Book 191 Page 4, Pitt County Registry. Each unit will be released from this deed of trust at closing.
2. Building and zoning laws and ordinances of the City of Greenville and state and federal regulations.
3. The provisions of Articles of Incorporation, Declaration and Bylaws of Forbes Woods, A Condominium.
4. The condominium plans.
5. Existing streets, alleys, utility easements and other easements of record, if any; restrictions of record, if any.
6. The provisions of North Carolina General Statutes, Chapter 47C.
7. Current ad valorem taxes of the City of Greenville and Pitt County.
8. Permits to Carolina Telephone and Telegraph Company recorded in Book M-19, page 180; Book W-25, page 102; Book W-25, page 87 and Book L-26, page 289, Pitt County Registry.
9. Easement to North Carolina Natural Gas recorded in Book X-30, page 330, Pitt County Registry.
10. Easement recorded in Book 396, page 62, Pitt County Registry.

MARTIN & BARR, P.A. Attorneys at Law Greenville, N.C. 27834

3/29/88/Varian, dan

Amended

10-10-2000

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RETURN TO:
Meredith Street, P.O.
P.O. Box 8000
Greenville, NC
27635-0000

**AMENDMENT TO DECLARATION OF CONDOMINIUM UNDER THE
PROVISIONS OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA, AND COVENANTS,
CONDITIONS AND RESTRICTIONS OF FORBES WOODS**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF FORBES WOODS CONDOMINIUM ("Amendment") is made this 10th day of October, 2000 by FORBES WOODS CONDOMINIUM ASSOCIATION OF GREENVILLE, INC., a North Carolina nonprofit corporation, (the "Association"), having as its members all the owners of units within Forbes Woods Condominium.

RECITALS

A. The Declaration of Condominium Under the Provisions of Chapter 47 C of the General Statutes of the State of North Carolina, and Covenants, Conditions and Restrictions of Forbes Woods is recorded in Book 412, at Page 239 in the office of the Register of Deeds of Pitt County, North Carolina (the "Declaration").

B. ARTICLE XII (Amendment) of the Declaration provides for amendment of the Declaration pursuant to the provisions of N.C. Gen. Stat. § 47C-2-117.

C. On the 10th day of October, 2000, a duly noticed meeting of the members of the Association was held to consider various amendments to the Declaration, the same being more fully set forth hereinafter, which said amendments were approved and adopted by the affirmative vote of unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

NOW, THEREFORE, the Association does hereby amend the Declaration as follows:

1. Section 1.5 of Article I of the Declaration is deleted.
2. Article VI of the Declaration is deleted, except for Sections 6.2 and 6.3

thereof, and the following is inserted as new Article VI of the Declaration:

**Article VI
Assessments**

6.1. Obligation of Members to Pay Assessments: Amount of Levy. Each unit owner shall be personally liable for the common expenses that are levied against his unit while a unit owner. Each unit shall be assessed in accordance with that unit's percentage of common expenses as set forth in Exhibit C to this Declaration.

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6.2. Allocation of Common Surplus. Any surplus funds of the association remaining after payment of or provisions for common expenses and any prepayment of reserves must be paid to the unit owners in proportion to their common expense liabilities or credited to them to reduce their future common expense assessments.

6.3. Preparation of Budget and Levying of Assessment. For each fiscal year, the Board shall prepare and adopt a proposed budget, including therein estimates of the amount considered necessary to pay the common expenses, together with amounts considered necessary by the Board for reserves. Within thirty (30) days after the adoption of any proposed budget for the condominium, the Board shall provide a summary of the budget to all unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the unit owners reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board.

6.4. Failure to Prepare Budget and Levy Annual Assessment. The failure of the Board or delay of the Board in preparing any proposed budget and levy or in levying assessments shall not constitute a waiver or release of the owner's obligation to pay assessments whenever the same shall be determined and levied by the Board.

6.5. Funds and Reserves. All sums collected by the association from assessments shall be accounted for as follows:

(a) Reserve Fund for Repair and Replacement. To this fund shall be credited all sums collected for the purpose of effecting repairs and replacements of structural elements and mechanical equipment, and other common elements, of the condominium.

(b) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during period of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of assessments and other contingencies.

(c) Maintenance Fund. To this fund shall be credited collections of assessments for all common expenses for the current year as well as common profits and surplus from the previous year and not to be credited to either of the above reference funds.

(d) Working Capital Fund. All funds, if any, received by the association for the initial working capital fund of the association, to defray unforeseen expenses and/or the cost of additional equipment or services deemed necessary or desirable by the Board, shall be maintained in and segregated in this fund for the use and benefit of the association.

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The reserve fund for repairs and replacements shall be established by the Board and shall be funded by regular installments rather than by extraordinary special assessments. The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

6.6. Special Assessments. In addition to the assessments levied pursuant to Section 6.3, the Board, in its discretion, may levy special assessments at such other and additional times as, in its judgment, are required for:

(a) Maintenance, repair, restoration and reconstruction of the common elements, and operation of the condominium.

(b) Alterations, improvements, and additions to the common elements; provided, however, that any such special assessment involving an expenditure in excess of Twenty-five Thousand (\$25,000.00) Dollars shall be first approved by the members entitled to cast at least fifty-one (51%) percent of the total votes in the association at a regular or special meeting of the association.

(c) Payment of costs and expenses incurred in curing defaults pursuant to Section 16.1 and 16.3 hereof.

Special assessments made pursuant to this Section shall be common expense, shall be deemed levied upon notice thereof being given to the owners subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice.

6.7. Assessment Roll; Certificate. All assessments shall be set forth upon a roll of the units, which shall be available in the office of the association for inspection at all reasonable times by members and security holders and their duly authorized representatives. Such roll shall include, for each unit, the name and address of the owner or owners, all assessments levied, the date of such assessment and the amount of all assessments unpaid. The association, upon written request, shall furnish to a unit owner or his authorized agent, a certificate setting forth the amount of unpaid assessments currently levied against his unit. The certificate shall be furnished within seven (7) business days after receipt of the request and shall be binding upon the association and all unit owners. For such certificate, a reasonable fee may be charged by the Board.

6.8. Payment of Assessments. Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid within the times and in the amounts specified by the Board in the notice of assessment.

6.9. Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent, shall not bear interest; but all delinquent sums shall bear interest at the rate set forth in the notice levying the assessment, not exceeding the rate of interest

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allowed by the Act, from the date delinquent until paid. If no interest rate is set forth in such notice, such interest rate shall be the maximum allowed by the Act. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues.

6.10. Assessment a Lien. Every assessment shall constitute a lien upon each unit assessed from the date the assessment is levied, superior to all other liens except only (i) real estate taxes and other governmental assessments or charges against the unit and (ii) liens and encumbrances recorded before the recordation of the declaration.

6.11. Lien as Against First Mortgages. The lien of assessments shall be superior to the lien of a first mortgage subject, however, to Section 6.14 of the Declaration and Section 3-116(f) of the Act.

6.12. Default and Enforcement. If any assessment, or installment thereof, remains for ten (10) days after the time for payment as set forth in the notice of assessment, then that assessment, and all other assessments then a lien against the unit, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the association in the manner provided by Section 3-116 of the Act. All fees, late charges, costs of collection, attorney's fees, fines or interest levied or collected by the association in connection with any unpaid assessments shall have the same priority as the assessment to which they relate.

If any action is taken by the association to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rent for the use of the unit during the period of redemption from such foreclosure, and the association shall be entitled to the appointment of a receiver to collect the same.

In addition to the foregoing, and without waiving its lien, the association may sue to obtain a money judgment for the amount of any delinquent assessment, or installment thereof, together with interest, and the unit owners so sued and liable for such assessment shall pay costs of collection, including reasonable attorney's fees, with interest thereon at the same rate as charged on the assessments being collected from the dates incurred until paid.

6.13. Common Expenses Associated with Limited Common Elements or Benefiting Less than All Units.

(a) Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the unit, or in equal shares to the units, to which such limited common elements was allocated at the time the expense was incurred.

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

3. Sections 6.2 and 6.3 of Article VI as originally set forth in the Declaration are retained as part of new Article VI, but Section 6.2 is hereby renumbered as Section 6.14 and Section 6.3 is hereby renumbered as Section 6.15.

4. New numbered Section 6.14(b) (formerly old Section 6.2(b)) is deleted and inserted is the following:

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 6.7 above, 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.

5. Section 13.10 of the Declaration is deleted.

6. New ARTICLE XV, as set forth hereinafter, is added to the Declaration:

ARTICLE XV
Alteration of Units and Relocation of Unit Boundaries

15.1. Procedure. If any unit owner desires to (i) relocate the boundaries of his unit pursuant to Section 2-112 of the Act, or (ii) remove partitions or create apertures pursuant to Section 2-111 of the Act, the procedure set out in this Article shall be followed.

15.2. Notice to and Consent of Board. Prior to doing any work of the kind set out in Section 15.1, the unit owner or owners shall give notice to the Board of the intent to do such work. With such notice shall be given (i) a statement of the work to be done, (ii) a copy of the plans and specifications for the work, (iii) all documents and information required by Sections 2-111 and 2-112 of the Act as applicable to the work proposed, and (iv) such additional information relative to the proposed work as the Board may reasonably request. Upon receiving all such information, and any fees and charges requested by the Board, the Board shall set a date for a meeting on the proposed work which shall be within fifteen (15) days after such information and fees and charges are received. Notice of such meeting shall be given to all members of the association in the same manner as a notice of a special Board meeting. At the meeting, the Board shall receive such evidence as it deems appropriate. The meeting may be continued from time to time by the Board. If the work to be performed is that generally described in Section 2-11(2) or (3) of the Act, the Board, within thirty (30) days following the completion of the hearing, shall advise the requesting owner whether he can proceed with the requested work. If the work to be performed is the relocation of boundaries between adjoining

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units as generally described in Section 2-112 of the Act, unless the Board determines within thirty (30) days following the hearing that the proposed reallocations are unreasonable, the association, at the expense of the owner or owners filing the application shall prepare and record an amendment to the Declaration that identifies the units involved, states the reallocations, is executed by those unit owners and the association, contains words of conveyance and is indexed in the name of the grantor and the grantee by the register of deeds. The association, at the expense of the unit owner or owners filing the application, shall prepare and record plats or plans necessary to show the altered boundaries between the adjoining units and their dimensions and identifying numbers.

15.3. Fees. The Board may require the unit owner proposing to do the work to pay reasonable charges to cover the costs to be incurred by the association in giving notice of and holding meetings pursuant to this Article, in inspecting the work to insure compliance with the approval, and fees for any professional services incurred by the association in connection with the requested work and accompanying documentation including, but not limited to, such fees charged by engineers, architects and attorneys employed or consulted by the Board.

15.4. Conditions. The Board may impose conditions on any consent to such work to protect the common elements, units and the condominium, and to insure that the provisions of the Act and the Declaration are complied with including, without limitation, the furnishing to the association of payment and performance bonds or other security acceptable to the Board, to ensure that the proposed work is timely completed pursuant to the plans and specifications therefor and all costs thereof paid.

7. New ARTICLE XVI, as set forth hereinafter, is added to the Declaration:

ARTICLE XVI
Compliance, Enforcement, Fines and Penalties

16.1. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, the Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any unit owner or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the association, an aggrieved unit owner, or by any person or class of persons adversely affected. Also, if any owner fails to perform any obligation under the Act, the Declaration, the Bylaws, the Articles or such rules and regulations, then the association may, but is not obligated to, perform the same for the owner's account, and for such purposes may enter upon his unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the unit owned by such defaulting owner. The association also shall be entitled to suspend the right of a defaulting unit owner to vote as a member of the association until the default is cured.

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16.2. **Notice of Default and Failure to Cure.** In the event of any such default or failure, the Board shall serve upon or mail to the defaulting owner, and to each first mortgagee of that member's unit when required under Section 12.2. of the Declaration, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting owner may cure the default specified, or serve upon or mail a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting owner, and to each such first mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place of such meeting for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting owner and each such first mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting owner, and to each such first mortgagee which was entitled to notice of the default as above provided, a copy of its determination. If the defaulting owner (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting owner and to each such first mortgagee which was entitled to notice of the default as above provided, a written notice of such owner's failure to effect cure, and the Board may then proceed to take such action as it deems necessary to obtain relief.

16.3. **Remedy of Abatement in Addition to Other Remedies.** In the event an owner fails to effect the cure specified by the Board within the time period set out in (i) and (ii) of Section 16.2. hereof, whichever is applicable, where the default is a structure, thing, or condition existing in or on the premises of the owner's unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the owner's unit in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting owner's expense (and levy an assessment therefor as provided in Section 16.1 hereof), the structure, thing or condition constituting the default, and the Board, the association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

16.4. **Injunction.** Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 16.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

BOOK 1085 PAGE 359

16.5. Recovery of Attorney's Fees and Costs. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be allowed by the Court, with interest thereon at the lower of (i) four (4%) percent over the prime rate announced by Wachovia Bank and Trust Company of Greenville, North Carolina at the time of the costs are incurred and (ii) the highest rate allowed by law at the time the costs are incurred, from the dates such costs are incurred until paid.

16.6. Nonwaiver of Covenants. The failure of the association or of any owner thereof to enforce any term, provision right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the rights of the association or an owner to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

16.7. Assessment Liens. Assessment liens shall be enforced pursuant to Article VI hereof and not pursuant to this Article XVI.

2. New ARTICLE XVII, as set forth hereinafter, is added to the Declaration:

ARTICLE XVII
Rules and Regulations

17.1. By the Board. The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and the use of the common elements so as to promote the common use and enjoyment thereof by unit owners and occupants and for the protection and preservation thereof. In addition, the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to units to provide for the common good and enjoyment of all unit owners and occupants including, without limitation, the right to adopt such rules and regulations with reference to tenants and leases. In no event shall any rules and regulations be inconsistent or materially more restrictive than the provisions contained in the Declaration and these Bylaws with respect to leases or tenants.

17.2. By the Association. Any such rule and regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule and regulation then or thereafter adopted by the Board.

17.3. Uniform Application. All rules and regulations shall be equally and uniformly applicable to all unit owners, occupants and units, but need not be equally and uniformly applicable if it is determined that such unequal or nonuniform application is in the best interest of the association or in equal and uniform application is not practicable.

Box 1085, Page 360

17.4. Copies Furnished. Copies of all such rules and regulations and amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the association. However, failure to furnish, or post, or make available, such rules and regulations shall not affect in any way their validity or enforceability.

The Association, by and through its undersigned President, does hereby certify the amendments to the Declaration set forth in this Amendment to have been properly adopted by the Association and its members on the date herein set forth above, and that the amendments contained in this Amendment shall be and are hereby incorporated into and made a part of the Declaration.

FORBES WOODS CONDOMINIUM ASSOCIATION OF
GREENVILLE, INC.

By: *D. P. Hill*
Douglas P. Hill, President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, *Emyle B. Nelson*, a Notary Public in and for said County and State, do hereby certify that Douglas P. Hill personally appeared before me this day and acknowledged that he is President of FORBES WOODS CONDOMINIUM ASSOCIATION OF GREENVILLE, INC., a corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 27 day of Nov., 2000.



Emyle B. Nelson
Notary Public

3/18/93

420/566

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 2

(SEE BOOK 412, PAGE 239)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC.,
hereinafter referred to as "Developer", a North Carolina
corporation, and the undersigned, pursuant to the North Carolina
Condominium Act ("Act");

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

NOW THEREFORE, the Developer does hereby publish and

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See Instrument recorded
in Book 415 Page 722

See Instrument recorded
in Book 445 Page 103

See Instrument recorded
in Book 533 Page 469

See Instrument recorded
in Book 649 Page 786

See Instrument recorded
in Book 555 Page 633

See Instrument recorded
in Book 688 Page 42

See Instrument recorded
in Book 577 Page 726

See Instrument recorded
in Book 718 Page 643

See Instrument recorded
in Book 623 Page 631

See Instrument recorded
in Book 731 Page 671

See Instrument recorded
in Book 914 Page 396

See Instrument recorded
in Book 860 Page 651

WM 420-567

declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 2, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., dated _____ and recorded in Unit Ownership Book 2 at Page 17-17D of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 239 of the Pitt County Registry, is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 2, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 2, and is incorporated by reference herein as though fully set forth.

Book 420 Page 568

2. Location of Land. The location of the land for FORBES WOODS, a Condominium, Section 2, on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., and Gary S. Miller, R.L.S., such plans and specifications and the certificate of the Registered Engineer are in ^{Book 420 Page 568} Book 2 at Page 17-17D of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 2, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of FORBES WOODS, a Condominium, Section 2, referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of

BOOK 420 PAGE 569

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

5. Unit Information and Reallocation of Interest Among All Units.

A. The provisions contained in Section 13.12 regarding reassignment of undivided interest, and allocation of common expenses are amended to provide that undivided interest shall be reallocated equally and liability for common expenses shall also be reallocated equally except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

B. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration are amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 2, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its

NOT 420-570

corporate seal to hereunto affixed, and the individual parties
have executed this Declaration under seal this the 11th day of
March, 1993.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Vice) President

ATTEST:

[Signature]
SECRETARY



[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

NORTH CAROLINA
PITT COUNTY

I, [Signature], a Notary Public in and
for the aforesaid County and State, do hereby certify that
[Signature] personally appeared before me this day and
acknowledged that she is Secretary of BILL CLARK CONSTRUCTION
CO., INC., a North Carolina Corporation duly organized, chartered
and licensed to do business in the State of North Carolina, and
that by authority duly given by its Board of Directors, and as
the act of the corporation, the foregoing instrument was signed
in its corporate name by its (Vice) President, sealed with its
corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 11th day
of March, 1993.

My Commission Expires: 9/3/95

[Signature]
Notary Public



BOOK 420 PAGE 571

NORTH CAROLINA
PITT COUNTY

I, Jennifer P. Perry, a Notary Public in and for
the aforesaid County and State, do hereby certify that
Dene Lanier Jones, Jacqueline A. Odum,
Nancy S. Hubbard and B. A. Moore

personally appeared before me this day and executed the foregoing
instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th day
of March, 1993.



Commission Expires: 7-13-97

Jennifer P. Perry
Notary Public

WIBEDI, INC.

By: James B. Bell
(Vice) President

ATTEST:



Mary J. Little
Assistant Secretary

NORTH CAROLINA
PITT COUNTY

I, Mary M. Hain, a Notary Public in and
for the aforesaid County and State, do hereby certify that
Mary J. Little personally appeared before me this day and
acknowledged that she is Secretary of WIBEDI, INC., a North
Carolina Corporation duly organized, chartered and licensed to do
business in the State of North Carolina, and that by authority
duly given by its Board of Directors, and as the act of the
corporation, the foregoing instrument was signed in its corporate
name by its President, sealed with its corporate seal, and
attested by herself as Secretary.

Witness my hand and notarial seal, this the 18th day of
March, 1993.

My Commission Expires:

7-7-97

Mary M. Hain
Notary Public



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

Jennifer P. Perry and Mary M. Hain
Notary (ies) Public is (are) certified to be correct. Filed for registration at 2:53 o'clock P. M. this 23
day of March, 19 93.

ANNIE G. HOLDER, Register of Deeds

By Annie G. Holder
Assistant (Temporary) Register of Deeds

Book 420 Page 572

Exhibit "A"

Those two certain tracts of land containing 0.2428 acres and 0.2722 acres respectively as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 2" prepared by Stroud Engineering, P.A., dated _____ and recorded in Unit Ownership Book 7 at Page 71 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

BOOK 420-573

Exhibit "B"

Limited Common Elements

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

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

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

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

420-574

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/36th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/36th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

8/19/93

BOOK 453 PAGE 260

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 3

(SEE BOOK 412, PAGE 239 AND BOOK 420, PAGE 566)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

NOW THEREFORE, the Developer does hereby publish and

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See Instrument recorded

In Book 731 Page 621

See Instrument recorded

In Book 475 Page 722

See Instrument recorded

In Book 791 Page 100

See Instrument recorded

In Book 800 Page 651

See Instrument recorded

In Book 533 Page 469

See Instrument recorded

In Book 555 Page 633

See Instrument recorded

In Book 608 Page 42

See Instrument recorded

In Book 718 Page 643

See Instrument recorded

In Book 762 Page 153

See Instrument recorded

In Book 762 Page 153

See Instrument recorded

In Book 762 Page 153

See Instrument recorded

In Book 762 Page 153

BOOK 453 PAGE 261

declares that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 3, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., dated July 2, 1993 and recorded in Unit Ownership Book 2 at Page 20 of the Pitt County Registry is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 235 and as amended in Book 420, page 566 of the Pitt County Registry, is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 3, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 3, and is

BOOK 453 PAGE 262

incorporated by reference herein as though fully set forth.

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

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., and Gary S. Miller, R.L.S., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Page 20 of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 3, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D are ratified in all respects and incorporated herein by reference.

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

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Pitt County and designate all particulars of

BOOK 453 PAGE 263

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

3. Unit Information and Reallocation of Interest Among All Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 of the Pitt County Register of Deeds Office is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 3, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 15 day of August, 1993.

BOOK 453 PAGE 264



BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Vice) President

[Signature]
SECRETARY

NORTH CAROLINA
FITT COUNTY

I, Marie M. Davis, a Notary Public in and for the aforesaid County and State, do hereby certify that [Signature] personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 19 day of August, 1993.

Marie M. Davis
Notary Public



My Commission Expires:

7-7-97

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

Marie M. Davis

Notary Public is (are) certified to be correct. Filed for registration at 2:49 o'clock P.M. this 19 day of August 1993.

ANNIE G. HOLDER, Register of Deeds

By [Signature]
Annie G. Holder, Register of Deeds

BOOK 453 PAGE 265

Exhibit "A"

That certain tract of land containing 1.5884 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 3" prepared by Stroud Engineering, P.A., dated July 9, 1993 and recorded in Unit Ownership Book 2 at Page 20 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

BOOK 453 PAGE 266

Exhibit "B"

Limited Common Elements

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

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

BOOK 453 PAGE 267

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/60th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/60th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

11/2/1993

BOOK 475 PAGE 722

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISIONS OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 4

(SEE BOOK 411, PAGE 239 AND BOOK 420, PAGE 566
AND BOOK 453, PAGE 260)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 411, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

\condo\forbes-4.amd

See Instrument recorded
In Book 688 Page 42

See Instrument recorded
In Book 533 Page 449

See Instrument recorded
In Book 718 Page 643

See Instrument recorded
In Book 555 Page 633

See Instrument recorded
In Book 800 Page 601

See Instrument recorded
In Book 577 Page 726

See Instrument recorded
In Book 645 Page 103

See Instrument recorded
In Book 791 Page 100

See Instrument recorded
In Book 838 Page 422

See Instrument recorded
In Book 895 Page 67

See Instrument recorded
In Book 762 Page 155

See Instrument recorded
In Book 623 Page 63

See Instrument recorded
In Book 649 Page 786

See Instrument recorded
In Book 714 Page 385

See Instrument recorded
In Book 731 Page 671

BOOK 475-723

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 4, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., dated October 26, 1993 and recorded in Unit Ownership Book 2 at Pages ^{24, 214, 215, 216, 217} of the Pitt County Registry is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 339 and as amended in Book 420, page 566 and as amended in Book 452, page 260 of the Pitt County Registry, is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 4, by this Amended Declaration of Condominium. Except as hereinafter contained and

BOOK 475 PAGE 72A

changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 4, and is incorporated by reference herein as though fully set forth.

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

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., and Gary S. Miller, R.L.S., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Pages ^{14, 15, 16, 17, 18, 19, 20} of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 4, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 are ratified in all respects and incorporated herein by reference.

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

BOOK 475 PAGE 725

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

5. Unit Information and Reallocation of Interest Among All Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 and as amended in Book 453, page 260 of the Pitt County Register of Deeds Office is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 4, and is hereto attached and incorporated herein by reference as Exhibit "C".

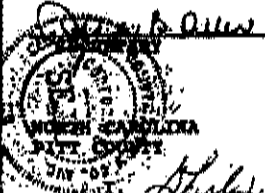
IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 2nd day of November, 1992.

BOOK 475 PAGE 726

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Name) President

ATTEST:



Shirley J. Little, a Notary Public in and for the aforesaid County and State, do hereby certify that [Signature] personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Name) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 21st day of November, 1993.



Commission Expires: 9/3/95

Shirley J. Little
Notary Public

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

Shirley J. Little

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:00 o'clock A.M. this 19th day of November 1993.

ANNIE G. HOLDER, Register of Deeds

By: Annie G. Holder
Assistant County Register of Deeds

BOOK 475 PAGE 727

Exhibit "A"

That certain tract of land containing 2.1273 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominium, Section 4" prepared by Stroud Engineering, P.A., dated October 26, 1993 and recorded in Unit Ownership Book 2 at Page 1252, 1253, 1254, 1255 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

BOOK 475 PAGE 728

Exhibit "A"

Limited Common Elements

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

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

BOOK 475-729

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/90th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/90th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

5/2/1994

BOOK 510 PAGE 827

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 5

(SEE BOOK 412, PAGE 239 and BOOK 420, PAGE 566
AND BOOK 453, PAGE 260 and BOOK 475, PAGE 722)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

NOW THEREFORE, the Developer does hereby publish and

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See Instrument recorded
in Book 645 Page 103

See Instrument recorded
in Book 649 Page 786

See Instrument recorded
in Book 714 Page 386

See Instrument recorded
in Book 718 Page 643

See Instrument recorded
in Book 731 Page 671

See Instrument recorded
in Book 762 Page 133

See Instrument recorded
in Book 860 Page 651

See Instrument recorded
in Book 638 Page 472

See Instrument recorded
in Book 637 Page 730

See Instrument recorded
in Book 623 Page 631

See Instrument recorded
in Book 741 Page 100

See Instrument recorded
in Book 533 Page 461
See Instrument recorded
in Book 555 Page 633
See Instrument recorded
in Book 888 Page 42

510nu 828

declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 5, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., dated April 12, 1994, and recorded in Unit Ownership Book 2 at Page 31 of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 239 and as amended in Book 426, page 566 and as amended in Book 453, page 260 and as amended in Book 475, page 722 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 5, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration

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BOOK 510 PAGE 829

shall apply to FORBES WOODS, a Condominium, Section 5, and is incorporated by reference herein as though fully set forth.

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

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

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 5, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14F ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 and in Unit Ownership Book 2, Pages 25-25D are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of FORBES WOODS, a Condominium, Section 5, referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said

BOOK 510-830

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

5. Unit Information and Reallocation of Interest Among All Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 and as amended in Book 452, page 260 and as amended in Book 479, page 722 of the Pitt County Register of Deeds Office is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 5, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 2nd day of May, 1994.

510 831

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Vice) President

ATTEST:

[Signature]
SECRETARY

NORTH CAROLINA
PITT COUNTY

Michael P. [Signature], a Notary Public in and for the aforesaid County and State, do hereby certify that Lady B. Allen personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 2nd day of May, 1994.

[Signature]
Notary Public

My Commission Expires:



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

Michael P. [Signature]

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:57 o'clock P.M. this 3 day of May, 1994.

ANNIE C. HOLDER, Register of Deeds

By [Signature]
Assistant/Deputy Register of Deeds

BOOK 510 PAGE 832

Exhibit "A"

That certain tract of land containing 0.9298 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 5" prepared by Strowd Engineering, P.A., dated April 12, 1994 and recorded in Unit Ownership Book 2 at Page 31 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

BOOK 510 PAGE 833

Exhibit "B"

Limited Common Elements

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

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

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

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

RECORDED IN C. 2735 CASE

APPROVED BY L.S.

MATTHEW CLARK & ASSOCIATES, P.A.

BOOK 510-834

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/102nd undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/102nd interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

RECORDED & INDEXED

EXEMPTED FROM TAX

NOTED, SALES & GARNISH, PA

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BOOK 521 PAGE 215

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISIONS OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 4

(SEE BOOK 412, PAGE 239 and BOOK 420, PAGE 566
and BOOK 453, PAGE 260 and BOOK 475, PAGE 722
and BOOK 510, PAGE 827)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

See Instrument recorded in Book 649 Page 786
See Instrument recorded in Book 645 Page 103
See Instrument recorded in Book 704 Page 396
See Instrument recorded in Book 517 Page 726
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See Instrument recorded in Book 638 Page 472
See Instrument recorded in Book 718 Page 643
See Instrument recorded in Book 643 Page 631

See Instrument recorded in Book 840 Page 651
See Instrument recorded in Book 731 Page 671

See Instrument recorded in Book 742 Page 155

See Instrument recorded in Book 791 Page 100

See Instrument recorded in Book 843 Page 69

See Instrument recorded in Book 523 Page 419
See Instrument recorded in Book 555 Page 103
See Instrument recorded in Book 188 Page 12

523-216

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 6, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., dated June 7, 1994, and recorded in Unit Ownership Book 1 at Page 33 of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 239, and as amended in Book 420, page 366, and as amended in Book 453, page 260, and as amended in Book 475, page 722, and as amended in Book 510, page 827 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to FORBES WOODS, a condominium, Section 6, by this

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BOOK 523 PAGE 217

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

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

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Page 33 of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 6, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 and in Unit Ownership Book 2, Pages 23-25D and in Unit Ownership Book 2, Page 31 are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of FORBES WOODS, a Condominium, Section 6, referred to above and incorporated by reference. Each unit shall have access to the common elements as

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shown on the plans.

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

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 and as amended in Book 453, page 260 and as amended in Book 475, page 722 of the Pitt County Register of Deeds Office and as amended in Book 510, page 827 is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 6, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 10th day of

BOOK 523 PAGE 219

June, 1994.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Name) President

ATTEST:

[Signature]
SECRETARY

NORTH CAROLINA
PITT COUNTY

Michael P. Lacy, a Notary Public in and for the aforesaid County and State, do hereby certify that Linda B. Allen personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Name) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 20th day of June, 1994.

[Signature]
Notary Public

My Commission Expires: 4-14-99



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

Michael P. Lacy

Notary (ies) Public in (are) certified to be correct. Filed for registration at 11:18 of clock AM this 30 day of June, 1994

ANNE C. HOLDER, Secretary of State

By [Signature]
Assistant Secretary of State

BOOK 523 PAGE 220

Exhibit "A"

That certain tract of land containing 0.9944 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 5" prepared by Stroud Engineering, P.A., dated June 7, 1994 and recorded in Unit Ownership Book 2 at Page 33 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

CHANDLER M. C. STRAUSS

Attorney at Law

P.A.

1000 EAST 10TH STREET, SUITE 100, WASHINGTON, D.C. 20003

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Exhibit "B"

Limited Common Elements

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

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

Consensus H. C. 2782-0001

Attorneys at Law

MARTIN, DAVIS & MARGULIS, P.A.

Book 523 Page 222

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/120th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/120th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

RECORDED & INDEXED

APPROVED BY LAW

NOTARIAL PUBLIC, DAVID S. MARSHALL, P.A.

8/23/1994

BOOK 533 PAGE 469

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 7

(SEE BOOK 412, PAGE 239 and BOOK 420, PAGE 366
and BOOK 453, PAGE 260 and BOOK 475, PAGE 722
and BOOK 510, PAGE 827 and BOOK 523, PAGE 215)

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC.
hereinafter referred to as "Developer", a North Carolina
corporation, pursuant to the North Carolina Condominium Act
("Act"):

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

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See Instrument recorded
in Book 895 Page 68

See Instrument recorded
in Book 714 Page 386

See Instrument recorded
in Book 718 Page 648

See Instrument recorded
in Book 731 Page 671

See Instrument recorded
in Book 762 Page 133

See Instrument recorded
in Book 838 Page 472

See Instrument recorded
in Book 860 Page 105

See Instrument recorded
in Book 649 Page 786

See Instrument recorded
in Book 645 Page 103

See Instrument recorded
in Book 577 Page 726

See Instrument recorded
in Book 623 Page 631

See Instrument recorded
in Book 688 Page 12

See Instrument recorded
in Book 791 Page 100

See Instrument recorded
in Book 825 Page 1033

BOOK 523 PAGE 222

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/120th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/120th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

533-470

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 7, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page 36 of the Pitt County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 239, and as amended in Book 420, page 566, and as amended in Book 453, page 260, and as amended in Book 475, page 722, and as amended in Book 510, page 827, and as amended in Book 520, page 215 of the Pitt County Registry is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 7, by this Amended Declaration of

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BOOK 513 PAGE 471

Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 7, and is incorporated by reference herein as though fully set forth.

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

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Page 36 of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 7, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 and in Unit Ownership Book 2, Pages 25-25D and in Unit Ownership Book 2, Page 31 and in Unit Ownership Book 2, Page 33 are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of FORBES WOODS, a Condominium, Section 7, referred to above and incorporated by

BOOK 533 PAGE 472

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

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

5. Unit Information and Reallocation of Interest Among all Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 and as amended in Book 453, page 260 and as amended in Book 475, page 722 of the Pitt County Register of Deeds Office and as amended in Book 510, page 827 and as amended in Book 523, page 215 is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 7, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed

BOOK 533 PAGE 473

by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 31st day of August, 1994.

BILL CLARK CONSTRUCTION CO., INC.

By: H. W. Allen
(Vice) President

ATTEST:

Judy A. Allen
SECRETARY

NORTH CAROLINA
FIVE COUNTY

Michael P. Lucy, a Notary Public in and for the aforesaid County and State, do hereby certify that Judy A. Allen personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 23rd day of August, 1994.

My Commission Expires: 4-19-99

Michael P. Lucy
Notary Public

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

Michael P. Lucy

Notary(s) Public is (are) certified to be correct. Filed for registration at 4:47 o'clock P. M. this 26 day of August, 1994.

ANNIS G. HOLDER, Register of Deeds

By: Annis G. Holder
Assistant Deputy Register of Deeds

BOOK 533 PAGE 474

Exhibit "A"

That certain tract of land containing 0.7118 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 7" prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page 26 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

BOOK 533 PAGE 475

Exhibit "B"

Limited Common Elements

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

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

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

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

RECEIVED BY C. STROGOS

RECEIVED BY C. STROGOS

BOOK 533 PAGE 476

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/120th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/120th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

BOOK 533 PAGE 476

MASTON, DAVID S. BISHOP, P.A. ATTORNEYS AT LAW

12/19/1994

BOOK 555 PAGE 633

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 2

(SEE BOOK 412, PAGE 239 and BOOK 420, PAGE 566
and BOOK 453, PAGE 260 and BOOK 475, PAGE 722
and BOOK 510, PAGE 827 and BOOK 523, PAGE 215
and BOOK 533, PAGE 469)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

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See Instrument recorded
in Book 718 Page 643

See Instrument recorded
in Book 731 Page 671

See Instrument recorded
in Book 791 Page 100
See Instrument recorded
in Book 838 Page 472

See Instrument recorded
in Book 860 Page 651

See Instrument recorded
in Book 895 Page 68

See Instrument recorded
in Book 714 Page 386

See Instrument recorded
in Book 644 Page 786

See Instrument recorded
in Book 577 Page 726

See Instrument recorded
in Book 623 Page 631

See Instrument recorded
in Book 645 Page 103

See Instrument recorded
in Book 688 Page 42

See Instrument recorded
in Book 742 Page 159

BOOK 555 PAGE 634

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORBES WOODS, a Condominium, Section 3, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page(s) 40 + 40 A of the Pitt County Registry is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORBES WOODS, a Condominium, as recorded in Book 412 at Page 239, and as amended in Book 420, page 566, and as amended in Book 453, page 260, and as amended in Book 475, page 722, and as amended in Book 510, page 827, and as amended in Book 523, page 215, and as amended in Book 533, page 469 of the Pitt County Registry is hereby ratified, confirmed,

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restated and applied to FORBES WOODS, a Condominium, Section 8, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 8, and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for FORBES WOODS, a Condominium, Section 8, on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Page(s) 40+ 40A of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 8, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 and in Unit Ownership Book 2, Pages 25-25D and in Unit Ownership Book 2, Page 31 and in Unit Ownership Book 2, Page 33 and in Unit Ownership Book 2, page 36 are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown

BOOK 555 PAGE 636

and located on the plans and specifications of FORBES WOODS, a Condominium, Section 8, referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

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

5. Unit Information and Reallocation of Interest Among All Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 566 and as amended in Book 453, page 260 and as amended in Book 475, page 722 and as amended in Book 510, page 827 and as amended in Book 520, page 215, and as amended in Book 533, page 469 of the Pitt County Register of Deeds Office is amended to show the appropriate information as to FORBES WOODS, a Condominium, including Section 8, and is hereto attached and incorporated herein by reference as Exhibit "C".

BOOK 555 PAGE 637

IN WITNESS WHEREOF, the Declarant, BILL CLARK
CONSTRUCTION CO., INC., has caused this Amendment to be executed
by its (Vice) President and attested by its Secretary and its
corporate seal to hereunto affixed, this the 17th day of
December, 1994.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
(Vice) President

ATTEST:



I, Michael P. Ivie, a Notary Public in and for
the aforesaid County and State, do hereby certify that
Judy A. Allen personally appeared before me this day and
acknowledged that she is Secretary of BILL CLARK CONSTRUCTION
CO., INC., a North Carolina Corporation duly organized, chartered
and licensed to do business in the State of North Carolina, and
that by authority duly given by its Board of Directors, and as
the act of the corporation, the foregoing instrument was signed
in its corporate name by its (Vice) President, sealed with its
corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 17th day of
December, 1994.



Commission Expires: 4-19-99

Michael P. Ivie
Notary Public

NORTH CAROLINA: Fifth County

The foregoing certificate(s) of Michael P. Ivie

Notary Public is (are) certified to be correct. Filed for registration at 10:28 o'clock A. M. this 17th
day of January, 1995.

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

BOOK 555 PAGE 638

Exhibit "A"

That certain tract of land containing 1.2759 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 6" prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page(s) 40 - 40A of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

Carroll M. C. Fyfe

Attorneys at Law

MATTHEW DAVIS & BISHOP, P.A.

BOOK 555 PAGE 639

Exhibit "B"

Limited Common Elements

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

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

BOOK 555 PAGE 639

RECORDED AT LAW

MAYOR SAUNDERS & ASSOCIATES, P.A.

BOOK 555 PAGE 640

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/150th undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/150th interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

RECORDED & INDEXED

APPROVED BY LAW

WATSON, GARY R. SHERIDAN, P.A.

5/11/1995

BOOK 577 PAGE 726

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL STATUTES
OF THE STATE OF NORTH CAROLINA AND
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORBES WOODS, A CONDOMINIUM, SECTION 9

(SEE BOOK 412, PAGE 239 AND BOOK 420, PAGE 556
AND BOOK 453, PAGE 368 AND BOOK 475, PAGE 732
AND BOOK 510, PAGE 827 AND BOOK 523, PAGE 215
AND BOOK 533, PAGE 469 AND BOOK 555, PAGE 633)

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

WHEREAS, Developer is the owner of a portion of that
certain tract or parcel of land in Pitt County, State of North
Carolina, and more particularly described in Exhibit "A-1" of
that certain Declaration of Condominium as to FORBES WOODS, a
Condominium, recorded in Book 412, Page 239 of the Pitt County
Register of Deeds Office (hereinafter "Original Declaration");
and

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

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See Instrument recorded
in Book 838 Page 472

See Instrument recorded
in Book 762 Page 132

See Instrument recorded
in Book 643 Page 631

See Instrument recorded
in Book 642 Page 103

See Instrument recorded
in Book 649 Page 756

See Instrument recorded
in Book 629 Page 427

See Instrument recorded
in Book 714 Page 396

See Instrument recorded
in Book 718 Page 643

See Instrument recorded
in Book 731 Page 611

See Instrument recorded
in Book 791 Page 100

See Instrument recorded
in Book 840 Page 651

See Instrument recorded
in Book 845 Page 68

BOOK 577 PAGE 727

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described in Exhibit "A" attached hereto and on the plans and specifications of FORSES WOODS, a Condominium, Section 9, as shown on the Condominium Plan prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page(s) 43 of the Pitt County Registry is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of FORSES WOODS, a Condominium, as recorded in Book 412 at Page 239, and as amended in Book 420, page 544, and as amended in Book 453, page 260, and as amended in Book 475, page 722, and as amended in Book 510, page 817, and as amended in Book 523, page 215, and as amended in Book 533, page 469, and as amended in Book 555, page 633 of the Pitt County

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Registry is hereby ratified, confirmed, restated and applied to FORBES WOODS, a Condominium, Section 9, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to FORBES WOODS, a Condominium, Section 9, and is incorporated by reference herein as though fully set forth.

2. Location of Land. The location of the land for FORBES WOODS, a Condominium, Section 9, on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Stroud Engineering, P.A., such plans and specifications and the certificate of the Registered Engineer are in Unit Ownership Book 2 at Page(s) 43 of the Pitt County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Pitt County.

Except as modified for the purpose of showing FORBES WOODS, a Condominium, Section 9, all plans and specifications as heretofore recorded for FORBES WOODS, a Condominium, as appears of record in Unit Ownership Book 2, Pages 14-14P ("Original Plan") and in Unit Ownership Book 2, Pages 17-17D and in Unit Ownership Book 2, Page 20 and in Unit Ownership Book 2, Pages 25-25D and in Unit Ownership Book 2, Page 31 and in Unit Ownership Book 2, Page 33 and in Unit Ownership Book 2, page 36 and in Unit Ownership Book 2, pages 40 & 40A are ratified in all respects and

BOOK 577 PAGE 729

incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of FORSESS WOODS, a Condominium, Section 9, referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

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

5. Unit Information and Reallocation of Interest Among All Units. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration and as amended in Book 420, page 366 and as amended in Book 451, page 260 and as amended in Book 475, page 722 and as amended in Book 510, page 627 and as amended in Book 523, page 215, and as amended in Book 533, page 469 and as amended in Book 555, page 633 of the Pitt County Register of Deeds Office is amended to

BOOK 577 PAGE 730

show the appropriate information as to FORBES WOODS, a Condominium, including Section 9, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its (Vice) President and attested by its Secretary and its corporate seal to hereunto affixed, this the 11th day of May, 1995.

BILL CLARK CONSTRUCTION CO., INC.

BY: William Allen
(Vice) President



NORTH CAROLINA
PITT COUNTY

I, Michael P. Ivry, a Notary Public in and for the aforesaid County and State, do hereby certify that July B. Allen personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 11th day of May, 1995.



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

Michael P. Ivry

Notary (ies) Public is (are) certified to be correct. Filed for registration at 3:15 o'clock P.M. this 17 day of May, 1995.

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

BOOK 577 PAGE 731

Exhibit "A"

That certain tract of land containing 0.7240 acres as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record, FORBES WOODS Condominiums, Section 9" prepared by Stroud Engineering, P.A., and recorded in Unit Ownership Book 2 at Page(s) 4.3 of the Pitt County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to FORBES WOODS, a Condominium, recorded on Book 412, Page 239 of the Pitt County Register of Deeds Office.

RECORDED IN PITT COUNTY DEEDS

ATTORNEY AT LAW

MATTHEW DAVIS & HADAMILL, P.A.

BOOK 577 PAGE 732

Exhibit "B"

Limited Common Elements

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

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

BOOK 577 PAGE 733

Exhibit "C"

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

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be reallocated equally (each unit having a 1/162nd undivided interest), and liability for common expenses shall also be reallocated equally (each unit paying a 1/162nd interest in the common expenses) except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

ORIGINAL M. C. STRENGTH

APPROVED BY

MATTHEW DAVIS & BARNHILL, P.A.