

This Instrument Prepared
By: Gary W. Williard

1304/

ASPEN PARK CONDOMINIUM

21

DECLARATION OF CONDOMINIUM

Establishing a plan for condominium partnership of property located in Forsyth County, North Carolina, pursuant to the Unit Ownership Act of the State of North Carolina, to be known as:

ASPEN PARK CONDOMINIUM

Section 1

THIS DECLARATION, made this the 3rd day of October, 19 80, by John N. Davis, III, (separated), Barry R. Sidden and wife, Sybille Sidden, Quest Realty and Investments, Inc., and R.D.C., Inc., hereinafter called the "Declarant" pursuant to the provisions of Chapter 47A of the North Carolina General Statute, entitled and hereinafter referred to as the "Unit Ownership Act" or the "Act";

W I T N E S S E T H :

WHEREAS, the Declarant is the fee simple owner of that certain real property (hereinafter referred to as the "Development Area") situated in Forsyth County, State of North Carolina, and more particularly described on "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant has constructed a multi-family project on a section of the Development Area known as Section No. One consisting of twelve (12) units and it is now the intention and desire of the Declarant to submit and establish Section No. One of the Development Area as a condominium regime hereinafter referred to and known as Aspen Park Condominium, Section One; and

WHEREAS, the Declarant may construct and establish condominium regimes on remaining portions of the Development Area to be known as additional numbered sections of Aspen Park Condominium.

NOW, THEREFORE, said declarant, the fee simple owner of a section of the development area known as Section 1, and more particularly described on "Exhibit B" attached hereto and incorporated hereby by reference, hereby makes the following declaration as to division, covenants, restrictions, limitations, conditions and uses to which said real property and improvements thereon, known as Aspen Park Condominium, Section 1, consisting of twelve (12) unit multi-family project and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on the declarant, their heirs, successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together their grantees, successors, heirs, executors, administrators, devisees or assigns:

Re-recording of this document is for reasons more specifically set out on page 15 of this document.

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A. Said declarant, in order to establish a condominium regime hereinafter referred to and known as Aspen Park Condominium, Section 1, for the above-described property and improvements, hereby covenants and agrees that it hereby divides said property into twelve (12) separately designated and legally described freehold estates, each consisting of (1) a condominium unit and (2) an undivided interest in the common areas and facilities of the Section 1 Condominium. The location of the individual units and common areas and facilities is shown on the plat for Aspen Park, Section 1, prepared and certified by Harris B. Gupton, R.L.S., licensed to practice in the State of North Carolina, which plat is dated September 15, 19 80, and of which are recorded among the Land Records of Forsyth County, simultaneously herewith which plat and plans are attached hereto as "Exhibit C" and incorporated herein by reference.

B. For the purpose of this declaration, the ownership of each condominium unit shall include the respective undivided interests in the common areas and facilities specified and established in Paragraph D hereof.

C. A portion of the common area facilities is hereby set aside and allocated for the respective condominium units as limited common areas and facilities, which are more fully shown on the plans attached hereto as "Exhibit C".

D. The terms and provisions of this Declaration and the Exhibits attached hereto, including the By-Laws of the Condominium, which are attached hereto as "Exhibit D" and incorporated herein by reference as if fully set out herein, hereinafter called the "By-Laws," shall be defined, construed and have the same meaning as stated in the Unit Ownership Act unless defined differently herein, or unless the context herein otherwise requires.

E. The twelve (12) individual condominium units hereby established and which shall be individually conveyed and the percentage of undivided interests in the common areas and facilities appurtenant to each unit are as follows:

<u>UNIT NUMBER OF CONDOMINIUM</u>	<u>STREET ADDRESS OF CONDOMINIUM</u>	<u>PERCENTAGE OF UNDIVIDED INTERESTS</u>
101	101 Aspen Court	8.333
102	102 Aspen Court	8.333
103	103 Aspen Court	8.333
104	104 Aspen Court	8.333
201	201 Aspen Court	8.333
202	202 Aspen Court	8.333
203	203 Aspen Court	8.333
204	204 Aspen Court	8.333
301	301 Aspen Court	8.333
302	302 Aspen Court	8.333
303	303 Aspen Court	8.333
304	304 Aspen Court	8.333

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The above respective undivided interests established and to be conveyed with the respective condominium units as indicated above, cannot be changed, except as provided in the Act; and the said declarant, its successors and assigns, and grantees, covenant and agree that the undivided interests in the common areas and facilities and the fee titles to the respective condominium units conveyed therewith together with the restricted common areas and facilities allocated for the restrictive use of the respective condominium units, shall not be separated or separately conveyed; and each said undivided interest and allocated limited common area and facility shall be deemed to be conveyed or encumbered with its respective condominium unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Each of the aforesaid percentages of undivided interest are equivalent to the percentage which the value of the condominium unit, at the date of this Declaration, bears to the value of all the condominium units and all of the common areas and facilities at the date of this Declaration.

F. The proportionate shares of the separate owners of the respective condominium units in the common expenses of administration, maintenance and repair of the common areas and facilities as well as their proportionate representation for voting purposes in the Association of Owners, described in the By-Laws, shall be percentages established for each unit as provided in Paragraph E hereof. Declarant shall be considered to own only the undivided interest in common areas and facilities based upon condominium units which have been completed but not conveyed by declarant for purposes of common expenses.

G. The following particulars are hereinafter set out in compliance with the Act:

1. Description of Property. All that certain lot, parcel, piece or plat of land with the buildings and improvements thereon erected or to be erected, situated, lying and being in the Winston Township, County of Forsyth, State of North Carolina, and being more particularly described in "Exhibit B" attached hereto and made a part hereof.

2. Description of Building. The declarant has constructed or will construct upon the above described property, three (3) multi-unit buildings containing a total of twelve (12) dwelling units. Said multi-unit buildings are more particularly described in the plans and specifications of said buildings, a copy of which plans are attached hereto and made a part hereof as "Exhibit C" showing all particulars of the buildings including the layout, location, ceiling and floor elevations, unit numbers and dimensions of the units and location of the common areas and facilities affording access to each unit. As required by the Unit Ownership Act, such plans bear the verified statement of a registered architect or licensed professional engineer, certifying that said plans are an accurate copy of the plans of said multi-unit buildings built or to be built.

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In general, said buildings will have when completed a total of approximately 14,112 square feet of unit space area. There will be twelve (12) individual dwelling units. Units Nos. 101-104, 201-204, and 301-304 will have a total of approximately 1,178 square feet such dwelling units are more particularly described hereinafter. The buildings are constructed principally of concrete block foundation, and wood frame construction wood or painted sheetrock panel interior walls, asphalt shingles on roof, cedar or other wood siding, and stucco with concrete to a said finish on exterior walls. WJF

For a further description of the principal materials on which said multi-unit buildings are or will be constructed, reference is hereby made to the plans filed herewith.

* 3. Unit Designations. The unit designation of each condominium unit, its location, its dimensions, approximate area, number of rooms and common areas and facilities to which it has immediate access, and other data concerning its proper identification are set forth in "Exhibit C" attached hereto and made a part hereof. Each unit is bounded both as to horizontal and vertical boundaries by the undecorated interior surface of its perimeter walls, ceilings, and floors which are shown on said plans, subject to such encroachments as are contained in the buildings, whether the same now exist or may be caused or created by construction, settlement or movement of the building, or by permissible repairs, construction or alteration.

4. Common Areas and Facilities. The common areas and facilities consist of all parts of the multi-unit buildings situated on the property described hereinabove, other than the individual dwelling units therein and described in Paragraph 3 above, and other than the limited common areas and facilities described in Paragraph 5 below, including, without limitation, the following (except such portions of the following as may be included within an individual unit):

(a) The land on which the building is erected and all lands surrounding the building as is more fully described in Paragraph 1 above, excluding, however, the balcony-deck and patio areas of the property which are limited common areas and facilities described in Paragraph 5 below.

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

(c) All exterior walls and interior walls except those partitioned walls wholly within a unit; provided, that the surface of the interior walls shall be within its relevant unit;

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(d) Roofs, halls, corridors, stairs, stairways, and entrances to and exits from the buildings, provided, however, that doors to individual units opening into common areas are the property of the appurtenant unit owner except for the surface of the door facing into the common area or limited common area.

(e) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, ~~incinerating~~ (including all pipes, ducts, wires, cables, tanks, pumps, motors, fans, conduits and compressors in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces. However, normally each dwelling unit will have its own individual cooling and heating equipment which may be located in or on the common areas, as more particularly described in the architectural plans attached hereto. Any such equipment located on the common area will be considered a part of the dwelling unit to which it appertains, but the ground on which it may be situated will remain a part of the common area.

(f) All sewer pipes.

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

5. Limited Common Areas and Facilities. Certain parts of the common area and facilities herein called and designated as "~~Limited Common Areas and Facilities~~" are hereby set aside and reserved for the exclusive use of the units to which they are appurtenant and such units shall have appurtenant thereto an exclusive easement for the use of such Limited Common Area and Facilities. The Limited Common Areas and Facilities are more particularly described on the plans shown on "Exhibit C" hereto, but in general are all decks, balconies, or patios adjacent to and associated with a particular unit. All units have one or more decks, balconies, or patios associated with the unit which are limited to the exclusive use of the unit to which they are adjacent and are limited common areas.

* 6. Use of Units. Each unit and the Common Areas and Facilities shall be occupied and used as follows:

* (a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit

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shall be used as a residence for a single family and for no other purpose, except that a unit may be used as a professional office by a physician or dentist (hereinafter referred to as "Professional Use") if such unit owner obtains the prior written consent of the Board of Directors of the Aspen Park Condominium, Section 1, hereinafter called the Board of Directors.

(b) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance for the property or the contents thereof, applicable for residential or professional use, without the prior written consent of the Board of Directors. ~~No owner shall permit anything to be done or kept in his unit or in the common area and facilities which will result in the cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law. No waste will be committed in the common areas and facilities.~~

*
grills

(c) No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the unit owner of the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

Flags, etc.

Unit #101

(d) Nothing shall be done in any unit or in, on, or to the common area and facilities which will impair the structural integrity of the property or which would structurally change any building or improvements thereon except as is otherwise provided in this Declaration or the By-Laws attached hereto and recorded herewith.

(e) Except for professional use permitted by Paragraph (a) of this section, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein. The right is reserved by the Declarant or its agent to place "For Sale," "For Rent" or "Sold" signs on any unsold or unoccupied units or at suitable places in the common areas and facilities, and the right is hereby given to any mortgagee who may become the owner of any unit, to place such signs on any unit owned by such mortgagee. The right is reserved by the Declarant or its agent to use any unsold units or unit for sales or display purposes.

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(f) A unit owner shall not change the exterior appearance of any entrance door to his unit (by painting it a different color, adding fixtures thereto, or otherwise) without obtaining the prior written approval of the Board of Directors.

✓ (g) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.

(h) The common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(i) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein, except as otherwise provided in the By-Laws.

7. Person to Receive Service of Process. Mr. William E. Hollan, Winston-Salem, North Carolina, is hereby designated to receive services of process in any action which may be brought against or in relation to the condominium. Said person's residence or place of business is 255 Charlois Boulevard Southwest, Winston-Salem, North Carolina, is within the county in which the buildings are located.

H. Said declarant, their heirs, successors, and assigns, by this Declaration, and all future owners of the units, by their acceptance of their Deeds, covenant and agree as follows:

1. The common areas and facilities shall not be divided nor shall any right to partition any thereof exist except in the case of destruction of substantially all of the property of the condominium as provided in the By-Laws or as provided in the Act. Nothing herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entirety, jointly or in common or in any other form by law permitted.

2. While the property remains subject to this Declaration and the provisions of the North Carolina Unit Ownership Act, no liens of any nature shall arise or be created against the common areas and facilities except with the unanimous consent in writing of all of the condominium unit owners and the holders of first liens thereon except such liens as may arise or be created against the several units and their respective common interests under provisions of the North Carolina Unit Ownership Act. Every agreement for the performance of labor, or the furnishing of materials to the common areas and facilities, whether

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oral or in writing, must provide that it is subject to the provisions of this Declaration, and the right to file a mechanics lien or other similar lien by reason of labor performed or materials furnished is waived.

3. The owner of the respective condominium units shall not be deemed to own the undecorated and/or unfinished surface of the perimeter walls, floors and ceilings surrounding his respective condominium unit, nor shall said owner be deemed to own pipes, wires, conduits or other public utility line running through said respective condominium units which are utilized for, or serve more than one condominium unit, except as tenants in common with the other condominium unit owners as heretofore provided in Paragraph E. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective condominium unit, and also shall be deemed to own the inner decorated finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owners of the respective condominium units agree that if any portion of the common areas and facilities encroaches upon the condominium units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of condominium units agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachments and the maintenance thereof shall exist.

5. Every wall depicted on "Exhibit C" as being partly in one condominium unit and partly in an adjacent condominium unit is a party wall, and the owner of each condominium unit shall have the right to use and enjoy the party wall jointly with the owner of the adjacent unit; that each such condominium unit shall have the benefit of, and be burdened with, a perpetual easement to the extent that such party wall shall deviate from the vertical by reason of any shifting of the building, or any part thereof; and that should such party wall be injured or damaged by any cause other than the deliberate or negligent conduct of either such condominium unit owner, it shall be repaired at the joint expense of such adjacent owners.

6. Every condominium unit owner shall have a perpetual easement in, upon and through and over the land of the condominium, to keep, maintain, use, cooperate, repair and replace: (a) his condominium unit in its original position, and in every subsequent position to which it changes by reason of the gradual forces of nature and of the elements, whether such subsequent positions be, in whole or in part, adjacent, subjacent or superjacent to said original position;

Party
Wall
defined

Exhibit C
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(b) every chimney, cupola, weathervane, stock or vent, if originally installed by the Declarant;
(c) every threshold screen door, storm window shutter, hood, awning and all hardware pertaining thereto; (d) every rain gutter, downspout, roof overhand and exterior wall light, if originally installed by the Declarant.

7. Every condominium unit owner shall have a perpetual easement in the land of the condominium for the subterranean installations, maintenance and repair of any pipe, cable, wire, or other conduit of liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat, steam, or other similar service to the unit owned by him, subject, however, to the provision that the work of installation or repair shall be performed by the Association of Owners or an agent of the Association.

8. If there are additional properties annexed as hereinafter provided in the future, the Declarant, their heirs, successors and assigns, hereby declares that condominium units owned in such properties shall have a perpetual easement in the land of this condominium, and the owners of condominium units in this condominium shall have a perpetual easement in the land of such other condominium for the following purposes: (a) to maintain, use, repair and replace, all existing storm sewerage systems and roadways used by the owners in the subterranean installation, maintenance and repair of any pipe, cable or other conduit or liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat or other similar services to the condominium subject.

9. An owner of a condominium unit shall automatically upon becoming the owner of a condominium unit or units, be a member of the Association of Owners and this condominium regime, hereinafter referred to as the "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

10. The owners of condominium units covenant and agree that the administration of the condominium regime shall be in accordance with the provisions of this Declaration and the By-Laws of the condominium, which are made a part thereof as "Exhibit D".

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

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12. This Declaration may be amended by the vote of the unit owners having at least two-thirds (2/3) of the total votes, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the property, the subject of this Declaration, is located.

I. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any condominium unit shall constitute a lien on such condominium unit prior to all other liens except only (1) tax liens on the condominium unit in favor of any assessing unit and special district, and (2) all sums unpaid on all Deeds of Trust of record. Such lien may be foreclosed by suit by the Manager or Board of Directors of the Association, acting on behalf of the owners of the condominium units, in like manner as a mortgage of real property. In any such foreclosure, the condominium unit owner shall be required to pay a reasonable rental for the condominium unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Manager or Board of Directors, acting on behalf of the owners of the condominium units, shall have the power to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

J. Where the mortgagee of the first mortgage of record or other purchaser of a condominium unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such condominium unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominium unit owners, including such acquirer, his successors and assigns.

K. The respective condominium units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the condominium unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective condominium units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws.

L. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws.

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M. In a voluntary conveyance of a condominium unit, the grantee of the unit shall be jointly and severally liable with the Declarant for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the Declarant the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors, as the case may be, setting forth the amount of the unpaid assessments against the Declarant due the Association and such grantee shall not be liable for, nor shall the condominium unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Declarant in excess of the amount therein set forth.

N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Act, this Declaration, or in the By-Laws, shall be deemed to be binding on all owners of condominium units, their successors and assigns.

O. As more fully set out in the By-Laws, the Board of Directors or the Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering condominium units, but without prejudice to the rights of the owner of a condominium unit to obtain individual condominium unit insurance. Such blanket property insurance shall cover loss by damage and fire and such other hazards as are covered under standard extended coverage provisions, and may include such other and additional coverage as the Board of Directors deems necessary or desirable.

P. Insurance premiums for any blanket insurance coverage and the other insurance coverages, shall be a common expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due, all as more fully set out in the By-Laws.

Q. Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurance against latent defects in the property or other rights assigned to the Association, the members of such Association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium regime.

R. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof as may be determined by a court of competent jurisdiction shall not affect the validity or enforceability of any provisions hereof.

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

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T. The captions herein are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

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

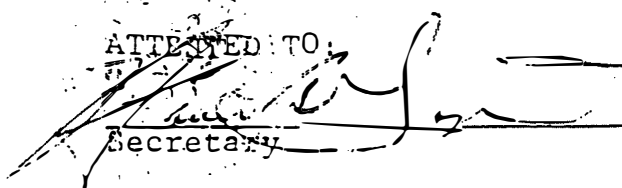
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed, this the 31st day of October, 1980.

QUEST REALTY & INVESTMENT, INC.

CORPORATE SEAL

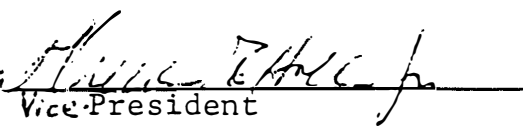
By: _____
President

ATTESTED TO:

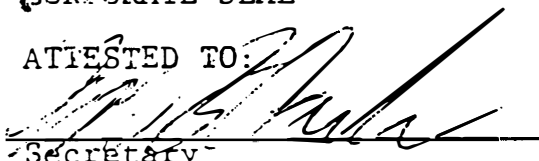

Secretary

R.D.C., INC.

CORPORATE SEAL

By: 
Vice President

ATTESTED TO:


Secretary

 (SEAL)
John N. Davis, III

 (SEAL)
Barry R. Sidden

 (SEAL)
Sybille Sidden

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STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 3rd day of October, 1980, personally came before me, Shirley W. Marshall, a Notary Public, Harvey B. Geyton, who being by me duly sworn, says that he knows the Common Seal of QUEST REALTY & INVESTMENT, INC., and is acquainted with Neal C. Skidmore, who is the President of said Corporation, and that he, the said Harvey B. Geyton is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument by said _____ President, and that he, the said Harvey B. Geyton signed his name in attestation of the execution of said instrument in the presence of said _____ President of said Corporation.

Witness my hand and notarial seal, this the 3rd day of

October, 1980.

SHIRLEY W. MARSHALL, Notary Public
Forsyth County, North Carolina

My Commission Expires May 28, 1983
My Commission Expires: _____

Shirley W. Marshall
Notary Public

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 3rd day of October, 1980, personally came before me, Shirley W. Marshall, a Notary Public, A. B. Cash, who, being by me duly sworn, says that he knows the Common Seal of R.D.C., INC., and is acquainted with _____, who is the ^{vice} President of said Corporation, and that he, the said A. B. Cash is the _____ Secretary of the said Corporation, and saw the said vice President sign the foregoing instrument, and saw the Common Seal of the said Corporation affixed to the said instrument in the presence of said vice President of said Corporation.

Witness my hand and notarial seal, this the 3rd day of

October, 1980.

SHIRLEY W. MARSHALL, Notary Public
Forsyth County, North Carolina

My Commission Expires May 28, 1983
My Commission Expires: _____

Shirley W. Marshall
Notary Public

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BOOK 2

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STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, Shirley W. Marshall, a Notary Public of Forsyth County, North Carolina, do hereby certify that JOHN N. DAVIS, III, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of October, 1980.

SHIRLEY W. MARSHALL, Notary Public Shirley W. Marshall
Forsyth County, North Carolina Notary Public
My Commission Expires May 28, 1983
My Commission Expires: _____

STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, Shirley W. Marshall, a Notary Public of Forsyth County, North Carolina, do hereby certify that BARRY R. SIDDEN and wife, SYBILLE SIDDEN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of October, 1980.

SHIRLEY W. MARSHALL, Notary Public Shirley W. Marshall
Forsyth County, North Carolina Notary Public
My Commission Expires May 28, 1983
My Commission Expires: _____

STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

The foregoing (or annexed) certificates of Shirley W. Marshall, N.P. Forsyth Co., N.C.

is (are) certified to be correct. This the 6 day of Oct., 1980.

Probate Fee: \$ 1.00
Paid: \$ 44.00

EUNICE AYERS, REGISTER OF DEEDS
By: Barbara Draper
Deputy-Assistant

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NORTH CAROLINA)
)
FORSYTH COUNTY)

The purpose of this re-recording is to change the Unit Designations to 101-104, 201-204, and 301-304 inclusive, which inadvertently appeared as Units Nos. 101-112 inclusive on the original Declaration of Condominiums which were recorded in Book 1316, page 690, Forsyth County Registry. Further there appeared in the original several typographical errors which are hereby corrected by this re-recording of the Declaration. All units previously conveyed were properly identified by their unit designation which appeared in the original Declaration.

This the 24 day of November, 1980.

JOHN N. DAVIS, III (Separated) (SEAL)
BARRY R. SIDDEN (SEAL)
SYBILLE S. SIDDEN (SEAL)
QUEST REALTY & INVESTMENTS, INC. (SEAL)
A North Carolina Corporation
R. D. C., INC. (SEAL)
A Delaware Corporation
By William E. Hollan, Jr. (SEAL)
Attorney-In-Fact

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, Gwendolyn Stewart, a Notary Public of Forsyth County, North Carolina, do hereby certify that WILLIAM E. HOLLAN, JR., Attorney in Fact for John N. Davis, III (Separated), Barry R. Sidden and wife, Sybille S. Sidden, Quest Realty & Investments, Inc. and R.D.C., Inc., personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of the Declarants therein, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 1316, page 512, in the Office of the Register of Deeds of Forsyth County, North Carolina, on the 3rd day of October, 1980, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said William E. Hollan, Jr. acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said John N. Davis, III, Barry R. Sidden and wife, Sybille S. Sidden, Quest Realty & Investments, Inc. and R.D.C., Inc.

19 80. WITNESS my hand and notarial seal, this the 24 day of November.

My Commission Expires

September 4, 1983
Gwendolyn S. Stewart
Notary Public
Forsyth County, N.C.

Gwendolyn Stewart
Notary Public
OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
GWYNDOLYN S. STEWART
my commission expires 9/4/83

STATE OF NORTH CAROLINA - Forsyth County

The foregoing or annexed certificate of Gwendolyn S. Stewart is certified to be correct. This the 25th day of November 19 80.
Forsyth Co. N.C. there give name and official title of the officer signing the certificate, passed up

PRESENTED FOR
REGISTRATION
BY CLERK: Jessie G. Goble Deputy

Registration fee \$1.00 paid.

Nov 25 10 33 AM '80

JUNICE AYERS
REGISTER OF DEEDS
FORSYTH CO., N.C.

\$45.00 Ad

BOOK
1320P1754

EXHIBIT "A"

BEGINNING at an iron, said iron being located in the western right of way line of Wakefield Drive and also being in the southwestern corner of Lot 110 as shown on the Second Revised Map of Lakewood as recorded in Plat Book 12, Page 68, in the office of the Register of Deeds of Forsyth County, North Carolina, running thence with the western right of way line of Wakefield Drive N 05° 29' 22" E 306.19 feet to an iron, said iron being located in the Southeastern corner of the intersection of Wakefield Drive and Howell Street, running thence with the southern right of way of Howell Street S 86° 46' 31" e. 342.42 feet to an iron located in the southern right of way line of Howell Street, running thence S 45° 55' 42" E 38.38 feet to an iron located in the western right of way line of Cherry Street, running thence with the western right of way line of Cherry Street S 05° 26' 33" W 152.38 feet to an iron, said iron being located in the western right of way line of Cherry Street, running thence N 86° 46' 30" W 197.13 feet to an iron, said iron being located in the northwest corner of a tract of land owned by J. C. Levan, running thence with the western line of J. C. Levan and R. F. Berry, Jr. S 05° 43' 00" W 135.63 feet to an iron, running thence N 84° 30' 32" W 174.77 feet to the point and place of beginning.

Containing approximately 0.94 acres of land according to a survey by Gupton-Skidmore Associates dated May 30, 1980 and being designated as job number 2415-80C.

BOOK

1320P1755

~~BOOK 1316P0704~~

EXHIBIT "B"

Beginning at an iron, said iron being located in the western right of way line of Cherry Street, said iron also being located in the northeastern corner of a tract of land owned by J. C. Levan and being the southeastern corner of the hereinafter described tract: running thence N. $86^{\circ} 46' 30''$ W. 197.13 feet to an iron; running thence N. $05^{\circ} 43' 00''$ E. 48.17 feet to an iron; running thence N. $86^{\circ} 46' 30''$ W. 50.54 feet to an iron; running thence N. $05^{\circ} 29' 22''$ E. 129.34 feet to an iron, said iron being located in the southern right of way line of Howell Street; running thence with said southern right of way line of Howell Street, S. $36^{\circ} 46' 31''$ E. 217.32 feet to an iron; running thence S. $45^{\circ} 55' 42''$ E. 38.38 feet to an iron, said iron being located in the western right of way line of Cherry Street; thence with the western right of way line of Cherry Street S. $05^{\circ} 26' 33''$ W. 152.38 feet to an iron, the point and place of Beginning. Also being known and designated as Section 1 of Aspen Park Condominiums.

~~BOOK 1316P0705~~

BOOK

1320P1756

EXHIBIT "C"

PLANS OF THE BUILDINGS

The plans and specifications of the multi-unit buildings in which are contained the twelve (12) living units in the Aspen Park Condominiums, Section One, are filed in the Register of Deeds Office for Forsyth County, North Carolina, in Condominium Book 1, page 57 through 67, inclusive, which pages are incorporated herein by reference as if actually attached hereto, filed herewith and set forth fully herein all in compliance with North Carolina General Statute Section 47A-15 which is known as the Unit Ownership Act.

~~BOOK 1315P0708~~

BOOK

1320P1757