



Declaration of Condominium for Abbey Glen Condominiums

This document contains all amendments.

December 1, 2022

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Abbey Glen Condominiums Homeowners' Association

December 1, 2022

This document is an attempt to update the Abbey Glen Condominiums Declaration of Condominiums (DOC) with the amendments that have been recorded since it's original filing. It is in no way an official document, nor should it be relied upon for any legal interpretations, filings, or proceedings. It is simply an attempt to produce a document, true to the original documents on file at the Guilford and Alamance counties Register of Deeds offices, which incorporates the textual updates of the associated amendments into the body of the DOC.

The original DOC was recorded on January 4, 2008. Since then, there have been a total of sixty (60) amendments recorded (there were a couple more than that, but they were either voided or rerecorded).

To produce this document, the DOC and all the amendments were downloaded from the Guilford County Register of Deeds office in Adobe PDF format. The documents were analyzed/converted using *PDF-Xchange Editor by Tracker Software Products* Optical Character Recognition (OCR) engine. Most of the text was successfully recognized and is capable of being copied. However, none of the OCR'ed text of the original documents was used to edit the document. I specifically wanted to maintain the recording stamps, annotations, and look and feel of the DOC and amendments. The OCR'ed layer is primarily to allow for searching through the document.

Each amendment was examined to determine what changes it made to the DOC. Most of the amendments merely serve to add units to the development. Only six (6) amendments make textual changes to the DOC - #1, #3, #12, #25, #59, and #60. The DOC and these significant amendments were digitally cut, copied, and pasted into this 'Frankendoc' which contains the amendments' textual changes merged into the appropriate section of the DOC. That is why some pages may be slightly askew, printed with a different font/size, have page numbers that appear inconsistent (if a DOC page was split and a section of an amendment with a page number inserted) or just otherwise look like a low-quality copy. There are indicators throughout the document as to what changes were made and by which amendment as follows:

- Superseded text has been struck out using redline strikethrough.
- Additions have a blue vertical bar to the right of the new text.
- DOC pages that have been digitally cut to allow the insertion of an amendment's text have an indicator that the page has been split
- The Amendment information is in a light blue box above the changes.
- At various place there are other annotations as to any changes made.

For example, Amendment #12 recorded on June 21, 2010, in GC Real Estate Book 7135 starting on page 2019 which has paragraph 3 amending the Covenants, Conditions and Restrictions appears as:

displayed more than one week before or one week after the holiday.

===== This page has been split for editing purposes =====

Amendment #12 R - 7135 - 2019 2010-06-21 - CCR 3

~~6.19 The American Flag. The American Flag may be flown or displayed at anytime following normal flag protocol.~~

Section 6.19 is amended as follows:

6.19 The American Flag

- a. The American Flag may be flown or displayed anytime following normal flag protocol. Any American Flag displayed may be 30" x 48" and wall mounted. The Wall mounted style may be attached to trim boards adjacent to doors or on fence posts.

Bookmarks to the DOC Articles and amendments have been added to ease navigation.

Also included in the document is a table showing information about the DOC and all amendments including:

- Date recorded
- Book and Page in the Real Estate book in the GC ROD office where the document is recorded.
- Book and Page where the plat for the added units is recorded: P – Plat book or C – Condominium book.
- What change was made: Added Units, Textual change, both, or other item
- The Building Number for the structure added (useful when looking at plats)
- The Unit designator for multiunit buildings (401, 403, 405, 407, 409, and 411 Ashley Woods Dr. have unit designators A-F but are single unit structures – who knows why?).
- The address of the unit

Significant amendments are included in an abridged format i.e., they have been digitally sliced and diced to eliminate extraneous information (mostly “whereas ...”). This document is formatted to be printed duplex (2-sided) so there may be some blank pages scattered throughout.

Exhibit “C” which contains a table of “Allocated interests in the Common Elements” first appears with Amendment #25 and is included with each subsequent amendment – growing longer with each unit added. This has been omitted from all amendments except #59 which is the last to add units.

There is also a Stream Crossing Agreement recorded which allowed the bridge connecting the two sections of the development to be constructed. This document is attached as well as the most recent recorded plats of the properties.

Again, this is not an official document but an attempt (to the best of my abilities) to provide an updated DOC for reference to current and prospective residents.

John W. Glenn
Secretary (2023)
Abbey Glen Condominiums HOA

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GUILFORD CO, NC FEE \$116.00

PRESENTED & RECORDED:

01-04-2008 08:35:22 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: TERESA STEELMAN

DEPUTY-QB

BK: R 6834**PG: 658-692**35 ^c *JS.*

Declaration of Condominium

For Abbey Glen Condominiums

Prepared by :

After recording return to:

E. Lawson Brown, Jr.

522 S. Lexington Avenue

Burlington, NC, 27215

DECLARATION OF CONDOMINIUM FOR ABBEY GLEN CONDOMINIUMS

THIS DECLARATION is made this 31st day of January, 2008, by Abbey Glen Condominiums, LLC, "Declarant", pursuant to the North Carolina Condominium Act as codified in Chapter 47C of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in the City of Gibsonville, Guilford and Alamance Counties, and State of North Carolina, legally described in Exhibit A, together with all building and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

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

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

ARTICLE I.

DEFINITIONS

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

1.1 Act. The North Carolina Condominium Act as codified in Chapter 47C of the North Carolina General Statutes.

1.2 Affiliate of a Declarant. "Affiliate of a Declarant" means any person who controls, is controlled by, or is under common control with a Declarant. A person "controls" a Declarant if the person (i) is a general partner, officer, director, or employer of the Declarant; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interests in the Declarant; (iii) controls in any manner the election of a majority of the directors of the Declarant; or (iv) has contributed more than twenty percent (20%) of the capital of the Declarant. A person "is controlled by" a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the person; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.3 Allocated Interests. "Allocated interests" means the undivided interests in the Common Elements, the common expense liability, and votes in the association allocated to each Unit.

1.4 Association or Abbey Glen Condominium Homeowners' Association, Inc.. "Association" or "Abbey Glen Condominiums Homeowners' Association, Inc." means the Unit Owners' non-profit corporation, organized under Section 47C-3-101 and operating under Sections 47C-3-102 and 47C-3-108, its successors and assigns.

1.5 Bylaws. "Bylaws" mean the Bylaws of the Association, created under and pursuant to the provisions of the Act, and which also serve as the code of regulations by the Association under and pursuant to the provisions of Section 47C-3-106.

1.6 Common Elements. "Common Elements" means all portions of a condominium other than the Units.

1.7 Common Expenses. "Common expenses" means expenditures made by or financial liabilities of the association, together with any allocations to reserves.

1.8 Common Expense Liability. "Common expense liability" means the liability for common expenses allocated to each Unit pursuant to Section 47C-2-107.

1.9 Condominiums. "Condominiums" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, the condominium created by this Declaration. Reference is made to the plat of the Real Estate, dated 12-19-07, prepared by FIC sciCi Engineering, copies of which are recorded herewith in Plat Book ____ at page ____ of the Alan nce Counw Registry and Plat Book C, at page -Jiflof of the Guilford County Registry to which reference is made.

1.10 Conversion Building. "Conversion building" means a building that at any time before creation of the condominium was occupied wholly or partially by persons other than purchasers or by persons who occupy with the consent of purchasers.

1.11 Declarant. "Declarant" means any person or group of persons acting in concert who (i) as part of a common promotional plan offers to dispose of his or its interest in a Unit not previously disposed of or (ii) reserves or succeeds to any special Declarant right. Declarant shall mean Abbey Glen Condominiums, LLC.

1.12 Declaration. "Declaration" means this Declaration of Condominium.

1.13 Development Rights. "Development rights" means any right or combination of rights reserved by a Declarant in the Declaration to add real estate to a condominium; to create Units, Common Elements, or limited Common Elements within or without a condominium; to subdivide Units or convert Units into Common Elements; or to withdraw real estate from a

condominium. These rights may be exercised anytime within fifty (50) years of the date of the recordation of this Declaration.

1.14 Dispose or Disposition. "Dispose" or "disposition" means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.15 Executive Board. "Executive Board" means the body, regardless of name, designated in the declaration to act on behalf of the Association pursuant to Section 47C-3-103.

1.16 Identifying Number. "Identifying number" means a symbol or address that identifies only one Unit in a condominium.

1.17 Leasehold Condominium. "Leasehold condominium" means a condominium in which all or a portion of the real estate is subject to a lease the expiration or termination of which will terminate the condominium or reduce its size.

1.18 Lessee. "Lessee" means the party entitled to present possession of a leased Unit whether lessee, sublessee or assignee.

1.19 Limited Common Element. "Limited common element" means a portion of the Common Elements allocated by the declaration or by operation of Section 47C-2-102(2) or (4) for the exclusive use of one or more but fewer than all of the Units.

1.20 Master Association. "Master association" means an organization described in Section 47C-2-120, whether or not it is also an Association described in Section 47C-3-101.

1.21 Occupant. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.

1.22 Offering. "Offering" means any advertisement, inducement, solicitation, or attempt to encourage any person to acquire any interest in a Unit, other than as security for an obligation. An advertisement in a newspaper or other periodical of general circulation, or in any broadcast medium to the general public, of a condominium not located in this State, is not an offering if the advertisement states that an offering may be made only in compliance with the law of the jurisdiction in which the condominium is located.

1.23 Person. "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.24 Property. "Property" means the real estate described on the attached Exhibit "A" which is referred to and incorporated herein by reference and such additions thereto as may hereafter be brought within jurisdiction of Association.

1.25 Purchaser. "Purchaser" means any person, other than a Declarant or a person in the business of selling real estate for his own account, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than (I) a leasehold interest (including renewal options) of less than five (5) years, or (ii) as security for an obligation.

1.26 Real Estate. "Real estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests which by custom, usage, or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water.

1.27 Residential Purposes. "Residential purposes" means use for dwelling or recreational purposes, or both.

1.28 Security Holder. "Security holder" means any person owning a Security for an obligation in a Unit.

1.29 Special Declarant Rights. "Special Declarant rights" means rights reserved for the benefit of a Declarant to complete improvements indicated on plats and plans filed with the Declaration (Section 47C-2-109); to exercise any development right (Section 47C-2-110); to maintain sales offices, management offices, signs advertising the condominium, and models (Section 47C-2-115); to use easements through the Common Elements for the purpose of making improvements within the condominium or within real estate which may be added to the condominium (Section 47C-2-116); to make the condominium part of a larger condominium (Section 47C-2-121); or to appoint or remove any officer of the association or any Executive Board member during any period of Declarant control (Section 47C-3-103(d)).

1.30 Unit. "Unit" means a physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 47C-2-102. A unit's boundaries shall be designated by its floors, walls and ceilings.

1.31 Unit Owner. "Unit Owner" means a Declarant or other person who owns a Unit, or a lessee of a Unit in a leasehold condominium whose lease expires simultaneously with any lease the expiration or termination of which will remove the Unit from the condominium, but does not include a person having an interest in a Unit solely as security for an obligation.

ARTICLE II

SUBMISSION OF PROPERTY TO THE ACT

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

2-2 Name. The Property shall hereafter be known as the Abbey Glen Condominiums.

2.3 Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the property into 162 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 47C-2-111 of the Act.

2.5 Limited Common Elements. The Limited Common Elements serving or designed to serve each Unit are hereby allocated solely and exclusively to each such Unit. In addition to those defined in Section 1.19, 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 allocation of undivided interests in the Common Elements and of the Common Expenses is according to the area of each Unit to the area of all Units. The votes in the Association are equally allocated to all Units.

2.7 Encumbrances. The liens, defects and encumbrances on the property to which the rights of 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.

2.9 Period of Declarant Control. Unless otherwise stated, the period of Declarant Control shall be upon the earlier of: (a) one hundred and twenty (120) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than declarant, (b) three years after the first unit estate in a single-phase project is conveyed, or (c) five years after first unit estate in an expandable project is conveyed.

ARTICLE III

DEVELOPMENTAL RIGHTS

3.1 Declarant's Right 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.

3.2 Declarant's Right to Add Future Phases. Declarant hereby reserves the right to develop future phases of Abbey Glen Condominium on that property described in Exhibits A and

Al, attached hereto. Each firm, person or corporation who purchases lots in future Phases shall purchase said lots subject to these Declarations of Covenants, Conditions and Restrictions and each firm, person, or corporation will automatically become members of Abbey Glen Condominium Homeowners' Association, Inc., together with all rights afforded to each Unit Owner in the By-Laws, but subject to the requirement of said Association's Bylaws.

3.3 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 the maximum number of Units permitted by applicable municipal code. All of such Units will be restricted exclusively to residential use.

3.4 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.

3.5 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.

3.6 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.

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

3.8 Declarant's Rights and Duties Relating to Unsold Units. The Declarant shall enjoy the same rights and assume the same duties as any homeowner relating to each individual unsold unit.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Declarant and every Unit Owner who is subject to assessments shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership or any Unit which is subject to assessment.

4.2 Voting. There shall be one vote allocated to each Unit. If fee simple title to a Unit is owned of record by more than one person or entity, all such persons or entities shall be members

of the Association, but the vote with respect to any such jointly owned Unit shall be cast as hereinafter provided.

If the fee simple title to any Unit is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the vote with respect to any such jointly owned Unit may be cast by any one of the joint owners in person or by proxy, except that the holder or holders of a life estate in a Unit shall have the sole right to cast the votes allocated to the Unit. If more than one of the joint owners vote or more than one life estate holder in a Unit vote, the unanimous action of all joint Unit Owners or joint life estate holders voting shall be necessary to effectively cast the votes allocated to the particular Unit.

Such unanimous action shall be conclusively presumed if any one of such multiple Unit Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other of such joint Unit Owners.

In no event may the vote which may cast with respect to any Unit be divided among joint Owners of the Unit or cast in any manner other than as a whole, it being the intention of this Section 4 that there be no "splitting" of votes that may be cast by any member or members.

4.3 Executive Board. The Executive Board initially shall be those two (2) persons named as initial board members pursuant to the provisions of this declaration and the Bylaws, or such other person or persons as may from time to time be substituted by Declarant.

No later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant..

Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, including those Units which may be subject to special Declarant rights, to Unit Owners other than Declarant, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of six (6) members, at least the majority of whom must be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

The officers and members of the Executive Board shall be deemed to stand in a fiduciary relationship to the Association and Unit Owners and shall discharge their duties in good faith, and with that diligence and care which ordinarily prudent men would exercise under similar circumstances in like positions.

4.4 Executive Board Election Terms. The terms of the six (6) board members shall be staggered so that the terms of one-third (1/3) or two (2) of the board members will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two (2) board members whose terms then expire shall be elected to serve three (3) year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of board members, provided that in any such event the terms of not less than one-third (1/3) of the board members shall expire annually.

4.5 Delegation of Authority by Executive Board: Management Contracts. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty on not more than ninety (90) days' written notice; shall not exceed three (3) year periods, and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing; provided that, in case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent.

The managing agent, or the Executive Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases and insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no agreement by the Association executed prior to the transfer to or assumption of the Association by Unit Owners other than Declarant shall extend more than one year subsequent to that transfer or assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of the Bylaws.

4.6 Removal of Member/Officer of Executive Board. Notwithstanding any provision of the Bylaws to the contrary, the Unit Owners, by at least sixty-seven percent (67%) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than members appointed by Declarant.

ARTICLE V

EASEMENTS

5.1 Easements of Enjoyment; Limitations. Every Unit Owner shall have a right of easement of enjoyment in, over, and upon the Common Elements and an unrestricted right of access to and from his, her, or its Unit, which rights and easements shall be appurtenant to and shall pass with title to a Unit, subject to the right of the Executive Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress or egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each

Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the occupants of that owner's Unit.

5.2 Encroachments. In the event that, by reason of overhangs; or by reason of deviations in construction, reconstruction, rehabilitation, repair, shifting, alteration, improvement or any other movement of the buildings or improvements comprising a part of the property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of 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 as encroached.

5.3 Easements for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other buildings, utility lines, improvements and other portions of the Condominium Property.

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

5.5 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. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice. Otherwise, the Association shall give the owners or occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering the Unit or its appurtenant Limited Common Elements.

5.6 Declarant's Easement. Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations, exercising special Declarant rights, and completing the development and construction of the condominium, which easements shall exist as long as reasonably necessary for such purposes.

5.7 Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to,

water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Executive Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Executive Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Executive Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and occupants.

5.8 Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Executive Board may establish, from time to time.

5.9 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as his, her, or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Executive Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable. This power also runs with the land, is coupled with an interest, and is irrevocable.

5.10 Easements to Run with Land. All easements and rights described in this Article V are appurtenant easements running with the land, and except as otherwise expressly provided in this Article V 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 V, whether or not specifically mentioned in any such conveyance or encumbrance.

The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE VI

RESTRICTIONS, CONDITIONS AND COVENANTS

6.1 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 Association Agreement, 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

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

6.3 Use Restricted; Use by Declarant.

(a) The Units shall be occupied and used by Unit Owners and occupants for purposes permitted by the City of Gibsonville Ordinance in such zoning district.

(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. Notwithstanding the foregoing provisions of this Section or any other provisions of this Declaration or Bylaws, Declarant may maintain signs on the Common Elements, as well as in the unsold individual Units, advertising the condominium until all of the Units have been conveyed to Unit Owners other than a Declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the Units have been conveyed to Unit Owners other than Declarant and shall repair or pay for the repair of all damage done by removal of such signs.

(c) The foregoing provisions of this Section or any other provisions of this Declaration or the Bylaws notwithstanding, Declarant may maintain sales offices for sales of Units in the condominium and models as follows: in any Unit.

Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the condominium, until all of the Units have been conveyed to a Unit Owner other than a Declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models. The total number of such offices or models maintained at any time by a Declarant shall not exceed the number set out above, and the size of any such relocated or reestablished office or model shall not exceed the size of the largest Unit in the condominium.

(d) Declarant also may maintain signs on the Common Elements advertising the condominium until all of the Units have been conveyed to Unit Owners other than a

Declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the Units have been conveyed to Unit Owners other than Declarant and shall repair or pay for the repair of all damage done by removal of such signs.

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

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

6.5 Alterations of Common Elements. No Unit Owner or occupant, except Declarant during the Declarant control period, shall alter, construct anything upon, or remove anything from the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Executive Board.

6.6 Exterior Alterations. No alterations, additions, fences, walls, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written consent of the Board.

(a) Storm doors may be added at the owner/occupant's expense using only the approved design and color. Specific information about the approved storm doors may be obtained from the Sales Office.

6.7 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. Each 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 each lessee, the Unit rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease his Unit.

6.8 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 Executive Board or the Association or in the Bylaws. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. All animals shall be accompanied by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up of all pet litter. No pet shall be tethered outside in the lawn or common element nor shall any pet be tied to any patio fence. Pet

owners may be fined for violations of these and other policies set by the Executive Board or Association. If pets become a nuisance, they may be ejected at the discretion of the Executive Board.

6.9 Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations and restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

6.10 Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by the Unit Owners, occupants, and their agents, servants, customers, invitees, and licensees in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and occupants.

6.11 Windows and Window Coverings. All window coverings, whether draperies, blinds, (vertical or horizontal) or valances must be white, off-white; light beige or light gray on the exterior side.

6.12 Limited Common Element Uses. Those portions of the Common Areas described herein and shown on the drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in this Declaration and shall be used only for the purposes intended.

6.13 Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure, type, size, design, and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

6.14 Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common or Limited Common Elements which may impair the structural integrity of any improvement.

6.15 Construction Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

6.16 Personal Property. All personal property, such as lawn chairs, bicycles, tables, etc. must be kept inside the patio or porch area or the garage. Personal property maintained within the patio area may not be visible above the patio fence, with the exception of patio table umbrellas.

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~~6.17 Decorative Items. Unless and until such time the Executive Board amends this provision, display of any of the following is not allowed:~~

- ~~(a) Wreaths (door or wall)~~
- ~~(b) Bird Feeders or Bird Baths~~
- ~~(c) Flower/Plant pots~~
- ~~(d) Garden hose hangers~~
- ~~(e) Ground / Landscape lights or Stepping stones~~
- ~~(f) Wall plaques~~
- ~~(g) Windsocks / Windchimes / Decorative flags~~
- ~~(h) Artificial Flowers~~
- ~~(i) Ornamental Rocks or Stones~~
- ~~(j) Cypress Mulch~~
- ~~(k) Yard or Lawn Ornaments / Statues / Statuettes~~

3. Article VI entitled Restrictions, Conditions and Covenants is amended as follows:

Section 6.17 is amended as follows:

6.17 Decorative Items

- a. Until such time as the Board has been elected and minimum guidelines for decorative items are established, display of the following items is not allowed unless approved by the Architectural Review Committee:
 - i. Wall wreaths
 - ii. Garden hose hangers
 - iii. Artificial flowers
 - iv. Cypress mulch
 - v. Statues, yard or lawn ornaments

- vi. Wall plaques
- vii. Windsocks
- b. The following items are allowed without approval of the Architectural Review Committee within the stated guidelines:
 - i. Door ornaments or wreaths of size 30" x 30" or smaller
 - ii. Bird feeders hung on shepherd hooks which are placed in mulched areas or inside Unit Owner's patio. Location of the birdfeeders to be such that bird excrement will not collect on the fences. Feeder hangers may not be mounted on patio fences. No feeders are to be mounted in common areas that are subject to lawn mowing. Maximum of two (2) feeders per household.
 - iii. Bird baths are to be in Unit Owner's patio or mulched planting areas only. If bird baths are visible to the street, to existing neighbors or to future neighbors (per the development plan), they are to be maintained and kept clean. The maximum size allowed is 18" diameter.
 - iv. Flower pots may be placed in mulched areas, adjacent to entry door or garage door. Any flower pots placed on the driveway are at risk to damage from plows in the winter months. Pots shall have growing plants from the spring through the fall growing season. The maximum size allowed is 12" in diameter.
 - v. Flower boxes may be hung on the patio side of the fences. The top of the flower boxes shall not be higher than 2" above the fence and shall be hung over the fence with non-rusting hooks. Planters shall have growing plants from the spring through the fall growing season. Hangers may not be screwed into the fence structure.
 - vi. Solar landscaping lights may be placed in the mulched planting beds. The lights shall be black, bronze or brushed nickel and shall be of uniform design and construction.
 - vii. Stepping stones may be placed from the sidewalk to the driveway provided they are set flush with the ground to allow mowing. Unit owners are to be mindful not to damage the lawn sprinkler heads.
 - viii. Wind chimes are allowed.
 - ix. Decorative flags may be placed on the exterior of the units. The maximum size allowed is 12"x 18". The flags shall be separated by at least 20 feet and a maximum of three (3) flags are allowed per Unit.
 - x. Ornamental rocks, flat stones or small figurines are allowed as long as

they do not exceed 5" in height and are placed in the pine needles or mulch.

- xi. Statuettes or figurines are allowed as long as they do not exceed 12" in height and are placed in the pine needles or mulch. A maximum of two (2) are allowed per Unit.
- xii. Signs for security services may only be placed in the mulched areas or in the pine needles.

6.18 Holiday Decorations. Christmas lights and decorations are permitted to be placed in the Limited Common Elements and/or on the building exteriors provided the decorations do not damage the Limited Common Elements, building, gutters or siding. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines, and they may not be displayed more than one week before or one week after the holiday.

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~~6.19 The American Flag. The American Flag may be flown or displayed at anytime following normal flag protocol.~~

Section 6.19 is amended as follows:

6.19 The American Flag

- a. The American Flag may be flown or displayed anytime following normal flag protocol. Any American Flag displayed may be 30" x 48" and wall mounted. The Wall mounted style may be attached to trim boards adjacent to doors or on fence posts.

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~~6.20 Landscape Plants. Any planting of new shrubs outside the patio area must receive advance approval. Variance request forms are available from the Sales Office. Additional landscape plants that may be considered will be of a species already in use in the community and which, at maturity, will not exceed the height of the patio fence. Any new planting beds will be limited in size by the Executive Board. New beds must be mulched with matching hardwood.~~

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~~New plants will become the property of the Association, who will provide future mulching, pruning and fertilization. However, should any of these new plants die, the resident is responsible for replacement if he, she, or it so desires.~~

Section 6.20 is amended as follows:

6.20 Landscape Plants

a. Flowers

- i. Flowers may be planted inside the patio fence or directly outside the patio fence or veranda in the existing mulched area. Flowers are not permitted around any tree. Flowers must not exceed the height of the patio fence.
- ii. Any new planting beds may be limited in size by the Board.
- iii. New beds must be mulched with matching hardwood, pine needles or other mulch as directed by the Executive Board.

b. Landscaping Plants

- i. Any planting of new shrubs outside the patio area must receive advance approval from the Executive Board. Variance Request forms are available from the Sales Office.
- ii. Additional landscaping plants must be of a species already in use in the community and which, at maturity, will not exceed the height of the patio fence.
- iii. Any new planting beds may be limited in size by the Executive Board.
- iv. New beds must be mulched with matching hardwood, pine needles or other mulch as directed by the Executive Board.

- c. New plants will become the property of the Association. The Association will provide future mulching, pruning and fertilization. However, should any of these new plants die, the resident is responsible for replacement in the discretion of the resident.
- d. Small annual or perennial plants may be planted in the mulched planting beds adjacent to the house, fence or sidewalk. The plants and additional pine mulch shall be the total responsibility of the resident. These plants may not be of the creeping variety.

6.21 Parking Spaces. Two (2) parking spaces are allocated to each Unit; while two (2) additional spaces are allocated within the Common Elements of the Vehicle Parking Court.

6.22 Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.23 Miscellaneous.

- (a) No clotheslines or laundry poles are permitted. Laundry may not be hung over any patio fence (swimsuits, towels, rugs, etc. included).

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~~(b) No satellite dishes may be placed on the property with a diameter of more than eighteen inches (18").~~

Section 6.23(b) is amended as follows:

6.23 Miscellaneous

- b. No satellite dishes may be placed on the property with a diameter of more than 18" for standard digital or 22" x 32" for HDTV. Satellites may not be mounted on the roof (due to potential leak issues) or on the exterior side of the building structure. The satellite dishes shall be pole-mounted and hidden from view of the street or immediate neighbors if possible. Satellite installation shall be subject to review by the Architectural Review Committee.

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(c) There shall be not more than one joint condominium yard sale per year. No individual yard sales are permitted.

(d) No additions, including without limitation ornaments, edging material, sports equipment or play equipment, are allowed within the Common Elements.

6.24 Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an interest in the Common Element will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Element by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that owner's Unit free of any such limitation. Any owner who sells his or her condominium is responsible for the following:

(a) Making certain the Association management company is aware of ownership changes at the time a closing date is established;

(b) Making certain all condominium dues are current;

(c) Making certain new owners receive this Declaration, the Bylaws, and the Community Policies and Guidelines.

6.25 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 Executive Board or the Association, as more fully provided in the Bylaws. A copy of all rules and regulations shall be furnished by the Executive Board to the owners of each Unit prior to the time when the same shall become effective.

6.26 Restrictions, Conditions and Covenants to Run with Land. Each Unit Owner and occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the property, and shall inure to the benefit of every Unit Owner.

ARTICLE VII

ASSESSMENTS

7.1 Assessment Liens. The Executive 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, 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. The Annual and Special assessments, together with interest at the rate of ten percent (10%) or the highest rate allowed by law, whichever is less, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Unit Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments for Operating Costs shall be established by the Executive Board, and such determination for regular or ordinary operations and/or repairs may be made without prior approval by the Unit Owners; and

(b) Special Assessments for Capital Improvements shall be established by the Executive Board in addition to the annual assessments authorized above. The Association may levy, in any calendar year, a "special assessment" for the purpose of defraying in whole

or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and/or personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Unit Owners who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis as the Executive Board shall determine.

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7.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and occupants and the best interests of the Condominium Property. In particular, the assessments may be used for the acquisition, improvement and maintenance of properties, services, security and facilities, or reserves devoted to these purposes and/or related to the maintenance and/or repair to driveways located within the Limited Common Elements and servicing Units or for improvements to or the use and enjoyment of the Common Elements including but not limited to, the costs of repairs, replacements and/or additions to the Common Elements or the facilities located therein; the cost of labor, equipment, materials, management and supervision; the payment of any and all taxes assessed against the Common Elements; the procurement and maintenance of insurance coverages for the Association as provided herein or in accordance with the bylaws; the payment of charges for any security systems and/or cable or communications services or facility (or if such is not available or deemed desirable by the Directors of the Association in their discretion, a common communications service belonging to the Association) to Units; the payment of bills for providing water or irrigation to or furnished for the Common Elements; the payment of electric bills for providing lighting to the Common Elements and as electricity may otherwise be utilized in the Common Elements by the Board; the cost of operating, maintaining and repairing any street lights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefor within the Condominium, and the payment of any other utility bills for services deemed necessary or desirable by the Executive Board to serve the Common Area; the employment and payment of charges incurred for waste collection and disposal and/or recycling service for the Condominium; the selection and payment for maintenance, repair or restoration or replacement of any communications and/or security system, including gates or security devices, and all ancillary services and utility service relating thereto; the employment and payment for charges of attorneys, accountants and other agents to represent the Association or perform services to the Association, and the employment of lawn care services and others for the benefit of the Condominium and/or the Association as such other needs may arise; the erection, maintenance and repair of signs, entranceways, landscaping and lighting within the Common Elements, road medians and islands; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

Amendment #01 R - 6891 - 1157 2008-05-16 - Assessments

3. Article VII, "Assessments" is amended to the extent that Section 7.3 entitled "Purpose of Assessments" shall include the following language: *Assessments may be used for the improvement, maintenance and repair of all private roads within the Condominium, which are included in the common elements.*

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7.4 Personal Liability of Transferees; Statement; Liability of Security Holder.

- (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 Executive Board, pursuant to Article VII 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 Security Holder, or other person claiming through such Security Holder, pursuant to the remedies provided in an obligation for security, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit, the liability of such Security Holder 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.

(d) Without releasing the transferor from any liability therefor, 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 an obligation for security, 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 Security Holder or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

7.5 Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt himself from liability for his share of the common expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise. This section shall apply to the Declarant as well relating to individual unsold units.

7.6 Timing of Assessments. Assessments will be allocated to every unit no later than sixty days after the first unit is conveyed.

ARTICLE VIII

MANAGEMENT, MAINTENANCE, REPAIRS, REPLACEMENTS, ALTERATIONS AND IMPROVEMENTS

8.1 Common Elements.

(a) By the Association. The management, replacement, maintenance, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association, and, subject to the provisions of Section 8.2 hereof, the cost thereof shall be a common expense to the extent not paid by Unit Owners pursuant to Section 8.1(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 Owners. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional acts or the intentional acts of any occupant of his Unit. Such payment shall be made upon demand made by the Association.

8.2 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 element was allocated at the time the expense was incurred.

(b) In addition, the Association may assess any common expense benefiting less than all of the Units against the Units benefited in proportion to their common expense liability.

8.3 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 Executive Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of any occupant of his Unit. Such payment shall be made upon demand by the Unit Owners of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights or subrogation.

8.4 Waiver of Claims. Except as provided in Section 8.5(a) and (b), the Association agrees that it shall make no claim against a Unit Owner or occupant, and each Unit Owner and occupant agrees that he shall make no claim against the Association, the members of the Executive Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Executive 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 caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

8.5 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 the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 8.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a common expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

(b) By Unit Owners. Each Unit Owner and occupant shall allow other Unit Owners and occupants, and their representatives, to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit of, or performing the duties and obligations under the Act, this Declaration or the Bylaws of the Unit Owner or occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or occupant whose Unit or limited common element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 8.4, 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.

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Amendment #03 R - 6940 - 2692 2008-10-03 Insurance 1a-c

ARTICLE IX

INSURANCE

~~9.1 Casualty Insurance. The Association shall maintain casualty insurance upon the property in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for all Unit Owners and security holders as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to but 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 Executive Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited by Section 47C-3-1 13 of the Act.~~

Book 6940 Page 2693

1. Article IX entitled Insurance is hereby amended as follows:
 - a. Section 9.1 shall be amended to read as follows:
Casualty Insurance. The Association shall be required to maintain a “blanket” or “master” type casualty insurance policy upon the property in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for all Unit Owners and security holders as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall cover all of the common elements and limited common elements as set forth in this Declaration (except land, foundation, excavation and other items normally excluded from coverage) as well as fixtures to the extent they are part of the common elements, building service equipment and supplies, and other common personal property belonging to the Association. Such insurance shall be in an amount equal to but 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 Executive Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited by Section 47C-3-1 13 of the Act. Certificates of Insurance shall be issued to each Unit Owner and mortgagee upon request.

9.2 Public Liability Insurance. ~~The Association shall maintain public liability insurance for the benefit of the Unit Owners, occupants and holders of a vendor's interest in a contract for deed on a Unit, the Association, the Executive 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 Executive Board; provided that the public liability insurance shall be for at least One Hundred Thousand Dollars (\$100,000.00) 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 benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the condominium; and insure the Association, the Executive 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.~~

- b. Section 9.2 shall be amended to read as follows:
Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, occupants, and holders of a vendor's interest in a contract for deed on a Unit, the Association, the Executive 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 Executive Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the condominium; and insure the Association, the Executive 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 or any employment contracts.

9.3 Fidelity Coverage. ~~Fidelity coverage shall be maintained by the Association if the Executive Board so elects 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 A) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.~~

Book 6940 Page 2694

- c. Section 9.3 shall be amended to read as follows:
- Fidelity Coverage. Fidelity coverage shall be required to 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 (1A) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such fidelity bonds shall name the Association as an obligee. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.

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9.4 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. If at least one Unit is subject to debt financing, the Association shall obtain and keep in force such insurance as Security Holder shall require from time to time. If at least one Unit is subject to debt financing, the Association shall obtain and keep in force such insurance as Security Holder shall require from time to time.

9.5 Insurance Trustee. The Executive 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 Executive Board shall determine, consistent with the provisions of the Act and this Declaration.

9.6 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 8.4 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 assign the proceeds of his insurance, to the extent of such reduction, to the Association.

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- d. Section 9.7 is hereby added to Article IX as follows:
- Notice of Cancellation. All insurance policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

ARTICLE X

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 sued and applied in accordance with the provisions of Section 47C-3-113 of the Act.

ARTICLE XI

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 the Act under Section 47C-1-107.

ARTICLE XII

TERMINATION

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

ARTICLE XIII

AMENDMENT

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47C-2-117 of the Act, except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

ARTICLE XIV

RIGHTS OF FIRST MORTGAGEES;
VA, FNMA AND FHLMC PROVISIONS

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

14.1 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 Administrator of the Federal Home Loan Mortgage Company 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.

14.2 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 first mortgagees on any Unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the condominium and the books, records and financial statements of the Association. The Association shall provide 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 requesting party of said audited financial statements, if available, shall reimburse the association for the actual cost of reproducing the statements. 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).

14.3 Successors¹ 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.

14.4 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.

14.5 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 ninety (90) days' prior written notice and shall not exceed a term of three (3) years, subject to renewal by the consent of both parties. Any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. In any case, no agreement by the Association executed prior to the transfer to or assumption of the Association by Unit Owners other than Declarant shall extend more than one year subsequent to that transfer or assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of the Bylaws.

14.6 Consent of First Mortgagees. This Section 14.6 shall be effective only if, at the time this Section would apply, at least one Unit is subject to financing. Any decision to terminate the condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of eligible mortgage holders, as defined in Section 14.8

hereof, representing at least sixty-seven percent (67%) 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, 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 percent (67%) of the total votes in the Association and of eligible mortgage holders representing at least fifty-one percent (51%) of the votes allocated to Units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act or hereunder:

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

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

14.7 Consent of First Mortgagees or Unit Owners. This section 14.7 shall be effective only if, at the time this Section would apply, at least one Unit is subject to insured financing. Unless first mortgagees holding at least sixty-seven percent (67%) of the votes allocated to first mortgagees (except 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 sixty-seven percent (67%) of the total votes in the Association have given their prior written approval, or such greater requirements specified in the Act or hereunder have been satisfied, the Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium;
- (b) except in the case of any addition of the additional real estate pursuant to the provisions hereof, change the pro rata interest or obligations of any Unit for the purpose of:
 - i. levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - ii. determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) partition or subdivide any Unit;
- (d) except in the case of any addition of the additional real estate pursuant to the provisions hereof, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any part of the condominium (whether to Units or to Common Elements) for other than repair, replacement or reconstruction thereof.

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

insurance policy or fidelity bond maintained by the Association. Each first mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of eligible mortgage holders shall be considered an "eligible mortgage holder.." With respect only to non-material amendments (which excludes items (a) to (o) of Section 14.6), such as for the correction of technical errors or for clarification, any first mortgagee who receives a written request by the Association, or any Unit Owner, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

14.9 Assessments. Assessments shall be due and payable in monthly installments. As provided in Article VIII of the Bylaws and as legally required by 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 Executive 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 no later than sixty (60) days after the first unit is conveyed.

14.10 Rights of First Mortgagee; Insurance Proceeds or Condemnation Awards. With respect to first mortgages held by or for the benefit of first mortgages held, insured or guarantors, no provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of a first mortgagee pursuant to its first mortgage on said Unit Owner's Unit, in the case of a distribution to said Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

14.11 Additional Real Estate: Consent of Administrator; Common Element Interests; Reallocation. In the event any first mortgages are guaranteed by the VA, FNMA, FHMLC, the additional real estate may not be added to the condominium without the prior written consent of the Administrator of VA. 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 the 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 Executive 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.

Amendment #03 R - 6940 - 2692 2008-10-03 Insurance 2a

2. Article XIV entitled Rights of First Mortgagees; VA, FNMA and FHLMC Provisions is amended as follows:
 - a. Section 14.12 is hereby added to Article XIV as follows:

Liens and Easements. Liens arising in connection with the Declarant's ownership of, and construction of improvements upon, the property to be added must not adversely affect the rights of existing Unit Owners, or the priority of first mortgagees on Units in the existing condominium property. All taxes and other assessments relating to such property, covering any period prior to the addition of the property, must be paid or otherwise satisfactorily provided for by the Declarant. At the time any additional property is to be added to the condominium, the Declarant or Association shall provide to any mortgage holder which requires such documentation, title evidence which discloses any lien, easement, or other encumbrance affecting the property to be added or which will affect the existing condominium property after such addition.

ARTICLE XV

GENERAL PROVISIONS

15.1 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 any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

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

15.3 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.

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

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

ABBEY GLEN CONDOMINIUMS, LLC

By: [Signature] (SEAL) Duane Cathell, Manager

By: [Signature] (SEAL) Lyle Wiley, Manager

ALAMANCE COUNTY,
NORTH CAROLINA

I certify that DUANE CATHELL personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: 1/3/08 Notary Signature [Signature]
Notary Printed Name 7*7. H. S. Sheets
My commission expires: 12/24/10

ALAMANCE COUNTY,
NORTH CAROLINA

I certify that LYLE WILEY personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: 1/3/08 Notary Signature [Signature]
 Notary Printed Name Hattie S. Sheets
 My commission expires: 1/24/10

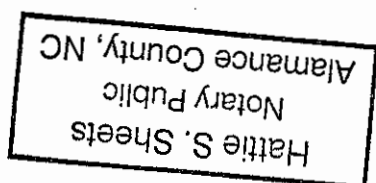


EXHIBIT "A"
REAL PROPERTY DESCRIPTION
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

Being all of Building 3 and the Clubhouse, along with the common areas, surrounding the same as shown on the Final Plat for Abbey Glen Condominiums, Building 3, Phase 1, owned and developed by Abbey Glen Condominiums, LLC, 4215 S. Church Street, Burlington, NC 27215, and recorded in Alamance County on January ___, 2008 at Plat Book ___ Page ___; and in Guilford County on January ___, 2008 in Plat Book C"//? Pag P___jQas shown on the map entitled "Final Plat for Abbey Glen Condominiums, Building 3, Phase 1" by Fleming Engineering, Inc., dated December 19, 2007.

Amendment #59 R - 7714 - 1816 2015-06-24 Allocated Interests 3

EXHIBIT “A”

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
1A	101 SADIE LANE	0.6172%
1B	103 SADIE LAND	0.6172%
1C	342 FAITH DRIVE	0.6172%
1D	340 FAITH DRIVE	0.6172%
2A	336 FAITH DRIVE	0.6172%
2B	338 FAITH DRIVE	0.6172%
2C	334 FAITH DRIVE	0.6172%
2D	332 FAITH DRIVE	0.6172%
3A	328 FAITH DRIVE	0.6172%
3B	330 FAITH DRIVE	0.6172%
3C	326 FAITH DRIVE	0.6172%
3D	324 FAITH DRIVE	0.6172%
4A	320 FAITH DRIVE	0.6172%
4B	322 FAITH DRIVE	0.6172%
4C	318 FAITH DRIVE	0.6172%
4D	316 FAITH DRIVE	0.6172%
5A	312 FAITH DRIVE	0.6172%
5B	314 FAITH DRIVE	0.6172%
5C	310 FAITH DRIVE	0.6172%
5D	308 FAITH DRIVE	0.6172%
6A	304 FAITH DRIVE	0.6172%
6B	306 FAITH DRIVE	0.6172%
6C	302 FAITH DRIVE	0.6172%
6D	300 FAITH DRIVE	0.6172%
7A	212 FAITH DRIVE	0.6172%
7B	214 FAITH DRIVE	0.6172%
7C	210 FAITH DRIVE	0.6172%
7D	208 FAITH DRIVE	0.6172%
8A	204 FAITH DRIVE	0.6172%
8B	206 FAITH DRIVE	0.6172%
8C	202 FAITH DRIVE	0.6172%
8D	200 FAITH DRIVE	0.6172%
24A	201 FAITH DRIVE	0.6172%
24B	203 FAITH DRIVE	0.6172%
25A	205 FAITH DRIVE	0.6172%
25B	207 FAITH DRIVE	0.6172%
25C	438 FAITH DRIVE	0.6172%
25D	440 FAITH DRIVE	0.6172%
26A	436 FAITH DRIVE	0.6172%
26B	434 FAITH DRIVE	0.6172%
27A	430 FAITH DRIVE	0.6172%

27B	432 FAITH DRIVE	0.6172%
27C	428 FAITH DRIVE	0.6172%
27D	426 FAITH DRIVE	0.6172%
28A	422 FAITH DRIVE	0.6172%
28B	424 FAITH DRIVE	0.6172%
28C	420 FAITH DRIVE	0.6172%
28D	418 FAITH DRIVE	0.6172%
29A	414 FAITH DRIVE	0.6172%
29B	416 FAITH DRIVE	0.6172%
29C	412 FAITH DRIVE	0.6172%
29D	410 FAITH DRIVE	0.6172%
30A	400 FAITH DRIVE	0.6172%
30B	402 FAITH DRIVE	0.6172%
30C	102 SADIE LANE	0.6172%
30D	100 SADIE LANE	0.6172%
31A	313 FAITH DRIVE	0.6172%
31B	315 FAITH DRIVE	0.6172%
32A	309-B FAITH DRIVE	0.6172%
32B	309-A FAITH DRIVE	0.6172%
32C	31 TA FAITH DRIVE	0.6172%
32D	311-B FAITH DRIVE	0.6172%
33A	431 FAITH DRIVE	0.6172%
33B	429 FAITH DRIVE	0.6172%
33C	303 FAITH DRIVE	0.6172%
33D	301 FAITH DRIVE	0.6172%
34A	421 FAITH DRIVE	0.6172%
34B	423 FAITH DRIVE	0.6172%
34C	427 FAITH DRIVE	0.6172%
34D	425 FAITH DRIVE	0.6172%
35A	413 FAITH DRIVE	0.6172%
35B	415 FAITH DRIVE	0.6172%
35C	419 FAITH DRIVE	0.6172%
35D	417 FAITH DRIVE	0.6172%
36A	405 FAITH DRIVE	0.6172%
36B	407 FAITH DRIVE	0.6172%
36C	411 FAITH DRIVE	0.6172%
36D	409 FAITH DRIVE	0.6172%
37A	401 FAITH DRIVE	0.6172%
37B	403 FAITH DRIVE	0.6172%
38A	408 ASHLEY WOODS DRIVE	0.6172%
38B	406 ASHLEY WOODS DRIVE	0.6172%
39A	401 ASHLEY WOODS DRIVE	0.6172%
39B	403 ASHLEY WOODS DRIVE	0.6172%
39C	405 ASHLEY WOODS DRIVE	0.6172%

39D	407 ASHLEY WOODS DRIVE	0.6172%
39E	409 ASHLEY WOODS DRIVE	0.6172%
39F	411 ASHLEY WOODS DRIVE	0.6172%
40	101 ALYSSA DRIVE	0.6172%
41	103 ALYSSA DRIVE	0.6172%
42	105 ALYSSA DRIVE	0.6172%
43	107 ALYSSA DRIVE	0.6172%
44	109 ALYSSA DRIVE	0.6172%
45	111 ALYSSA DRIVE	0.6172%
46	113 ALYSSA DRIVE	0.6172%
47	115 ALYSSA DRIVE	0.6172%
48	117 ALYSSA DRIVE	0.6172%
49	119 ALYSSA DRIVE	0.6172%
50	121 ALYSSA DRIVE	0.6172%
51	123 ALYSSA DRIVE	0.6172%
52	125 ALYSSA DRIVE	0.6172%
53	124 ALYSSA DRIVE	0.6172%
54	122 ALYSSA DRIVE	0.6172%
55	120 ALYSSA DRIVE	0.6172%
56	188 ALYSSA DRIVE	0.6172%
57	116 ALYSSA DRIVE	0.6172%
58	114 ALYSSA DRIVE	0.6172%
59	112 ALYSSA DRIVE	0.6172%
60	110 ALYSSA DRIVE	0.6172%
61	108 ALYSSA DRIVE	0.6172%
62	106 ALYSSA DRIVE	0.6172%
63	104 ALYSSA DRIVE	0.6172%
64	101 ALYSSA DRIVE	0.6172%
65	100 ALYSSA DRIVE	0.6172%
70A	305 FAITH DRIVE	0.6172%
70B	307 FAITH DRIVE	0.6172%
71	128 FAITH DRIVE	0.6172%
72	126 FAITH DRIVE	0.6172%
73	124 FAITH DRIVE	0.6172%
74	122 FAITH DRIVE	0.6172%
75	120 FAITH DRIVE	0.6172%
76	118 FAITH DRIVE	0.6172%
77	116 FAITH DRIVE	0.6172%
78	114 FAITH DRIVE	0.6172%
79	112 FAITH DRIVE	0.6172%
80	110 FAITH DRIVE	0.6172%
81	108 FAITH DRIVE	0.6172%
82	106 FAITH DRIVE	0.6172%
83	104 FAITH DRIVE	0.6172%
84A	101 FAITH DRIVE	0.6172%

84B	103 FAITH DRIVE	0.6172%
84C	102 FAITH DRIVE	0.6172%
84D	100 FAITH DRIVE	0.6172%
85	105 FAITH DRIVE	0.6172%
86	107 FAITH DRIVE	0.6172%
87	109 FAITH DRIVE	0.6172%
88	111 FAITH DRIVE	0.6172%
89	113 FAITH DRIVE	0.6172%
90	113 MIKAILA DRIVE	0.6172%
91	111 MIKAILA DRIVE	0.6172%
92	109 MIKAILA DRIVE	0.6172%
93	107 MIKAILA DRIVE	0.6172%
94	105 MIKAILA DRIVE	0.6172%
95	103 MIKAILA DRIVE	0.6172%
96	101 MIKAILA DRIVE	0.6172%
97	100 MIKAILA DRIVE	0.6172%
98	102 MIKAILA DRIVE	0.6172%
99	104 MIKAILA DRIVE	0.6172%
100	106 MIKAILA DRIVE	0.6172%
101	101 MIKAILA DRIVE	0.6172%
102	110 MIKAILA DRIVE	0.6172%
103	121 FAITH DRIVE	0.6172%
104	123 FAITH DRIVE	0.6172%
105	125 FAITH DRIVE	0.6172%
106	127 FAITH DRIVE	0.6172%
107	200 ABIGAIL LANE	0.6172%
108	202 ABIGAIL LANE	0.6172%
109	204 ABIGAIL LANE	0.6172%
110	206 ABIGAIL LANE	0.6172%
111	208 ABIGAIL LANE	0.6172%
112	203 ABIGAIL LANE	0.6172%
113	129 FAITH DRIVE	0.6172%
<u>TOTAL UNITS: 162</u>		<u>100%</u>

EXHIBIT "A1"
ADDITIONAL REAL ESTATE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

The additional real estate shall include the property, if any, described below and any other tract or parcel which Declarant adds to the Declaration of Condominium.

Being all of the lands of Abbey Glen Condominiums and consisting of 46.16 acres as shown on the Final Recombination Plat for Abbey Glen Condominiums owned and developed by Abbey Glen Condominiums, LLC located at 4215 S. Church Street, Burlington, NC 27215 and recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189 as shown on map entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007. Additional real estate, as defined above, shall include all of the property depicted on this Plat, save and except for the real property described in Exhibit A of this Declaration.

Amendment 60 R - 8114 - 1425 2018-12-27 Additional land 3

2. The Declaration is amended to the extent that a total of 1.05 +/- acres of common area is added to the community and dedicated as such, and the Declarant does hereby designate the property shown in accordance with the Declaration and subjects it to the Declaration. Reference is hereby made to the plats for a separate description of the boundary of the common areas, said plat being recorded as shown above, which plat is by this reference incorporated herein.

EXHIBIT "B"
LIMITED COMMON ELEMENTS
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

"Limited Common Elements" means the portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units; the enjoyment, benefit or use of which is reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements and facilities" of the Condominium under the Condominium Act.

Those portions of the Common Elements that are labeled or designated "limited common areas" on the Drawings or herein are Limited Common Elements. In the case of each Unit, these Limited Common Elements consist of an exterior parking area immediately in front of the garage serving that Unit, and in the case of Units without a screened veranda, a contiguous fenced-in patio area with a concrete pad. Each such Limited Common Element is reserved for the exclusive use of the owners and occupants of the Unit it is designed or designated to serve.

Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Elements, if any, cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings, other improvements on each portion, and other factors presently undetermined.

EXHIBIT "C"
ALLOCATION OF PERCENTAGE OF THE COMMON ELEMENTS
AND COMMON EXPENSES FOR
ABBEY GLEN CONDOMINIUMS

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Amendment #25 R - 7345 - 1145 2012-04-27 Allocated Interests 3 - first
amendment with Exhibit "C"
Amendment #59 R - 7714 - 1816 2015-06-24 Allocated Interests 3

Allocation of Expenses. Expenses shall be allocated on an equal basis among all declared units.

3. Exhibit "C" of the Declaration detailing the allocated interests of the unit owners in the common elements, and thus the per unit percentage of common expenses (not including limited common expenses) and of voting power for all units in all phases of the Condominium is amended, clarified and revised to include the table set forth in Exhibit "A", which is attached hereto and incorporated by reference.

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Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added as required by the Condominium Act.

Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county registry of an amendment to the Declaration adding all or any portion of the Additional Property to the condominium property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, as provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than two years from the time of closing of the first sale of a Unit in that property added to a bona fide purchaser, to maintain and utilize one or more of those Units and/or a portion or portions of the Common Elements and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that owner or owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated so that the undivided interest of one Unit shall be the same as each other Unit, and so that the undivided interest of an added Unit is in the same ratio as the Units initially a part of the Condominium, subject to the right of Declarant to make adjustments, of thousandths of a percent, so that the total of all interests equals precisely 100%; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgages, and lessees thereof, with equal meaning and of like force and effect.

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the Alamance or Guilford County Registry.

EXHIBIT "D"
LIENS, DEFECTS, AND ENCUMBRANCES
OF REAL PROPERTY
DECLARATION OF CONDOMINIUM FOR
ABBAY GLEN CONDOMINIUMS

1. Deed of Trust from Abbey Glen Condominiums, LLC to Daniel D. Homfeck, Trustee for Carolina Bank, dated July 19, 2007, and recorded on July 19, 2007 in Deed Book 2599, pages 669-683, of the Alamance County Registry. Such Deed of Trust was modified on November 27, 2007 between Abbey Glen Condominiums, LLC and Carolina Bank and recorded on November 29, 2007 in Deed Book 2648, pages 782-789 of the Alamance County Registry.
2. Current year ad valorem taxes, both City and Counties.
3. Rights of way, restrictions and easements of record.

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Amendments to the Abbey Glen Condominiums Declaration

Amd #	Recorded	Book/Page	Plat	Change	Bldg#	Unit	Address	1
DOC	01/04/2008	R6834 p658	C13 p29	Clubhouse	Clubhouse		317 Faith Dr.	
DOC	01/04/2008	R6834 p658	C13 p29	Units	3	D	324 Faith Dr.	
					3	C	326 Faith Dr.	
					3	A	328 Faith Dr.	
					3	B	330 Faith Dr.	
1	05/16/2008	R6891 p1157	C13 p52	Units+Text	24	A	201 Faith Dr.	
					24	B	203 Faith Dr.	
					38	B	406 Ashley Woods Dr.	
					38	A	408 Ashley Woods Dr.	
2	06/30/2008	R6909 p2934	C13 p87	Units	8	D	200 Faith Dr.	
					8	C	202 Faith Dr.	
					8	A	204 Faith Dr.	
					8	B	206 Faith Dr.	
3	10/03/2008	R6940 p2692		Text				
4	10/30/2008	R6948p1592	C13 p143	Units	27	D	426 Faith Dr.	
					27	C	428 Faith Dr.	
					27	A	430 Faith Dr.	
					27	B	432 Faith Dr.	
					26	B	434 Faith Dr.	
					26	A	436 Faith Dr.	
5	11/21/2008	R6954 p768	C13 p147	Units	1	A	101 Sadie Ln.	
					1	B	103 Sadie Ln.	
					1	D	340 Faith Dr.	
					1	C	342 Faith Dr.	
6	03/17/2009	R6988 p2576	C14p26	Units	7	D	208 Faith Dr.	
					7	C	210 Faith Dr.	
					7	A	212 Faith Dr.	
					7	B	214 Faith Dr.	
7	07/29/2009	R7042 p673	C14p66	Units	35	A	413 Faith Dr.	
					35	B	415 Faith Dr.	
					35	D	417 Faith Dr.	
					35	C	419 Faith Dr.	
8	10/08/2009	R7064 p2611	C14p74	Units	29	D	410 Faith Dr.	
					29	C	412 Faith Dr.	
					29	A	414 Faith Dr.	
					29	B	416 Faith Dr.	
9	01/13/2010	R7092p1303	C14p90	Units	28	D	418 Faith Dr.	
					28	C	420 Faith Dr.	

Amendments to the Abbey Glen Condominiums Declaration

Amd #	Recorded	Book/Page	Plat	Change	Bldg #	Unit	Address	1
					28	A	422 Faith Dr.	
					28	B	424 Faith Dr.	
10	03/11/2010	R7106p1806	C14p97	Units	31	A	313 Faith Dr.	
					31	B	315 Faith Dr.	
11	04/28/2010	R7119p683	C14p103	Units	33	D	301 Faith Dr.	
					33	C	303 Faith Dr.	
					33	B	429 Faith Dr.	
					33	A	431 Faith Dr.	
12	06/21/2010	R7135p2019	C114 p113	Units+Text	37	A	401 Faith Dr.	
					37	B	403 Faith Dr.	
					39	A	407 Ashley Woods Dr.	
					39	B	409 Ashley Woods Dr.	
					39	C	411 Ashley Woods Dr.	
13	10/05/2010	R7169p1355	C14p119	Units	39	E	403 Ashley Woods Dr.	
					39	F	405 Ashley Woods Dr.	
14	11/08/2010	R7181 p1972	C14p125	Units	25	A	205 Faith Dr.	
					25	B	207 Faith Dr.	
					39	D	401 Ashley Woods Dr.	
					25	C	438 Faith Dr.	
					25	D	440 Faith Dr.	
15	12/17/2010	R7195 p3093	C14p134	Units	34	A	421 Faith Dr.	
					34	B	423 Faith Dr.	
					34	D	425 Faith Dr.	
					34	C	427 Faith Dr.	
16	04/19/2011	R7232p2451	C14p146	Units	4	D	316 Faith Dr.	
					4	C	318 Faith Dr.	
					4	A	320 Faith Dr.	
					4	B	322 Faith Dr.	
17	06/24/2011	R7249 p2816	C15 p5	Units	40		101 Alyssa Dr.	
18	08/08/2011	R7262 p2292	P180 p129	Units	43		107 Alyssa Dr.	
					44		109 Alyssa Dr.	
19	08/25/2011	R7267 p734	C15 p5	Units	65		100 Alyssa Dr.	
					41		103 Alyssa Dr.	
20	10/12/2011	R7281 p1334		Units	42		105 Alyssa Dr.	
					45		111 Alyssa Dr.	
					47		115 Alyssa Dr.	
					48		117 Alyssa Dr.	
					49		119 Alyssa Dr.	

Amendments to the Abbey Glen Condominiums Declaration

Amd #	Recorded	Book/Page	Plat	Change	Bldg#	Unit	Address	1
21	11/17/2011	R7293 p1004	P181 p60	Units	64		102 Alyssa Dr.	
22	12/16/2011	R7302 p2500	C15p17	Units	53		124 Alyssa Dr.	
23	01/18/2012	R7311 p2893	P181 p107	Units	55		120 Alyssa Dr.	
24	03/22/2012	R732 p2409	P182 p6	Units	5	D	308 Faith Dr.	
					5	C	310 Faith Dr.	
					5	A	312 Faith Dr.	
					5	B	314 Faith Dr.	
25	04/27/2012	R7345 p1145	C15p28	Units+Text	59		112 Alyssa Dr.	
26	05/21/2012	R7352p1252	C15 p30	Units	58		114 Alyssa Dr.	
					57		116 Alyssa Dr.	
					56		118 Alyssa Dr.	
					54		122 Alyssa Dr.	
					70	A	305 Faith Dr.	
					70	B	307 Faith Dr.	
27	06/28/2012	R7360 p2957	P182 p65	Units	60		110 Alyssa Dr.	
					50		121 Alyssa Dr.	
28	07/24/2012	R7372 p2546	C15p41	Units	52		125 Alyssa Dr.	
30	11/09/2012	R7412p2688	C15p53	Units	63		104 Alyssa Dr.	
44	12/20/2012	R7560 p2559	C15 p96	Units	96		101 Mikaila Dr.	
					95		103 Mikaila Dr.	
					90		113 Mikaila Dr.	
					74		122 Faith Dr.	
					111		208 Abigail Ln.	
31	01/10/2013	R7434p1596	C15 p65	Units	36	A	405 Faith Dr.	
					36	B	407 Faith Dr.	
					36	D	409 Faith Dr.	
					36	C	411 Faith Dr.	
29	02/25/2013	R7450 p666	C15 p50	Units	62		106 Alyssa Dr.	
					61		108 Alyssa Dr.	
					46		113 Alyssa Dr.	
					51		123 Alyssa Dr.	
32	03/05/2013	R7454p1437	C15 p67	Units	30	D	100 Sadie Ln.	
					30	C	102 Sadie Ln.	
					30	A	400 Faith Dr.	
					30	B	402 Faith Dr.	
33	04/15/2013	R7470 p654	C15 p69	Units	86		107 Faith Dr.	
					87		109 Faith Dr.	
34	05/22/2013	R7485 p1529	C15p71	Units	85		105 Faith Dr.	

Amendments to the Abbey Glen Condominiums Declaration

Amd #	Recorded	Book/Page	Plat	Change	Bldg#	Unit	Address	1
					113		129 Faith Dr.	
35	06/28/2013	R7501 p69	C15p73	Units	79		112 Faith Dr.	
					78		114 Faith Dr.	
36	07/02/2013	R7503 p765	C15p75	Units	84	D	100 Faith Dr.	
					84	A	101 Faith Dr.	
					84	C	102 Faith Dr.	
					84	B	103 Faith Dr.	
37	07/25/2013	R7511 p2486	C15p77	Units	83		104 Faith Dr.	
					88		111 Faith Dr.	
38	08/15/2013	R7520p1107	C15 p79	Units	82		106 Faith Dr.	
					80		110 Faith Dr.	
39	09/10/2013	R7530p219	P185 p56	Units	77		116 Faith Dr.	
40	10/04/2013	R7538 pl247	C15 p85	Units	73		124 Faith Dr.	
					72		126 Faith Dr.	
41	10/17/2013	R7541 p3095	C15 p87	Units	91		111 Mikaila Dr.	
					75		120 Faith Dr.	
42	11/25/2013	R7563 p875	C15p94	Units	100		106 Mikaila Dr.	
					76		118 Faith Dr.	
					112		203 Abigail Ln.	
					32	C	311A Faith Dr.	
					32	D	311B Faith Dr.	
43	12/13/2013	R7588 pl319	C15p92	Units	32	B	309A Faith Dr.	
					32	A	309B Faith Dr.	
45	01/14/2014	R7566 p875	C15 pl01	Units	81		108 Faith Dr.	
					110		206 Abigail Ln.	
46	01/25/2014	R7569p1256	C15 pl03	Units	6	D	300 Faith Dr.	
					6	C	302 Faith Dr.	
					6	A	304 Faith Dr.	
					6	B	306 Faith Dr.	
47	02/21/2014	R7575 p483	C15 pl05	Units	71		128 Faith Dr.	
48	03/26/2014	R7583 pl009	C15 pl02	Units	102		110 Mikaila Dr.	
49	05/19/2014	R7597 p2116	C15 pl09	Units	94		105 Mikaila Dr.	
					93		107 Mikaila Dr.	
					92		109 Mikaila Dr.	
50	06/16/2014	R7605 p2550	C15pl14	Units	99		104 Mikaila Dr.	
51	07/08/2014	R7612p2459	C15pl16	Units	97		100 Mikaila Dr.	
					98		102 Mikaila Dr.	
52	07/18/2014	R7616p44	C15pl18	Units	2	B	338 Faith Dr.	

Amendments to the Abbey Glen Condominiums Declaration

Amd #	Recorded	Book/Page	Plat	Change	Bldg#	Unit	Address	1
53	07/30/2014	R7619p1234	C15 p120	Units	107		200 Abigail Ln.	
					108		202 Abigail Ln.	
54	09/15/2014	R7632p2713	C15p127	Units	106		127 Faith Dr.	
					2	D	332 Faith Dr.	
					2	C	334 Faith Dr.	
					2	A	336 Faith Dr.	
55	12/05/2014	R7656 p2802	C15 p129	Units	89		113 Faith Dr.	
56	01/22/2015	R7668 p3071	C15p143	Units	109		204 Abigail Ln.	
57	02/10/2015	R7673 p2275	C15p145	Units	101		108 Mikaila Dr.	
58	04/22/2015	R7693 p2679	C15p147	Units	103		121 Faith Dr.	
					104		123 Faith Dr.	
59	06/24/2015	R7714p1816	C15p149	Units+Text	105		125 Faith Dr.	
Stream Crossing	08/14/2015	R7731 p424		Bridge				
60	12/27/2018	R8114p1425	P199p15	Acreage				

C - Condo book

Total units = 162

P - Plat book

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2008036458

GUILFORD CO, NC FEE \$20.00

PRESENTED & RECORDED:

05-16-2008 02:02:31 PM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY JANE SCHULTZ

DEPUTY-GB

BK: R 6891

PG: 1157-1159

39

mail to:
Vox-man kuj3
36 Court Sq. Sw
Graham, NC 27253

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the 15th day of May, 2008, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Registry and in Book 6834, Page 658 of the Guilford County Registry (herein "Declaration").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain property located in the Town of Gibsonville, Alamance and Guilford Counties and State of North Carolina, as shown on a plat recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189, as shown on a map entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007, and being a portion of the tract more particularly shown on a plat entitled "Final Plat, Abbey Glen Condominiums, Buildings 24 and 38, Phase 1" by Fleming Engineering, Inc., dated May 13, 2008 and recorded in Alamance County at Plat Book 72, Page 381 and in Guilford County at Plat Book 13, Page 52, which plats are referred to and incorporated herein by reference; and

WHEREAS, Declarant has reserved special declarant rights in the Declaration, including without limitation the right to construct multiple units in separate phases at its discretion; and

WHEREAS, Declarant desires to amend the Declaration to submit four (4) additional units to the Declaration.

NOW, THEREFORE, the undersigned Declarant hereby amends the Declaration of Condominium recorded in Book 2661, Page 649 of the Alamance County Registry and Book 6834, Page 658 of the Guilford County Registry as follows:

1. The description of the property shown in Exhibit "A" of the Declaration of Condominium is amended to include 201 Faith Drive - Unit A, 203 Faith Drive - Unit B, 408 Ashley Woods Drive - Unit A, and 406 Ashley Woods Drive - Unit B and the limited common areas and common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Buildings 24 and 38, Phase 1" by Flerning Engineering, Inc. dated May 13, 2008 and recorded in Plat Book 72, Page 381 of the Alamance County Registry, and Plat Book 13, Page 52 of the Guilford County Registry.

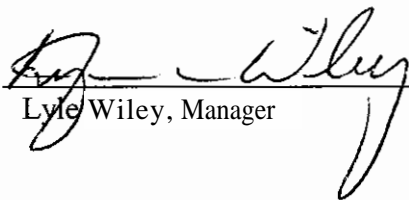
2. The Declaration is amended to the extent that a total of four (4) new units are created, and the Declarant does hereby designate the above four (4) new units for separate ownership, in accordance with the Declaration and subject it to the Declaration. Reference is hereby made to the plats for a separate description of the boundaries of each unit, identified by number, said plats being recorded in Plat Book, 72 Page 381 of the Alamance County Registry, and Plat Book 13, Page 52 of the Guilford County Registry which are by this reference incorporated herein.

3. Article VII, "Assessments" is amended to the extent that Section 7.3 entitled "Purpose of Assessments" shall include the following language: *Assessments may be used for the improvement, maintenance and repair of all private roads within the Condominium, which are included in the common elements.*

4. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day first above written.

ABBEY GLEN CONDOMINIUM, LLC, North Carolina Limited Liability Company,
Declarant

By:  (SEAL)
Lyle Wiley, Manager

OCT 03 2008

**2008069767**

GUILFORD CO, NC FEE \$23.00

PRESENTED \$ RECORDED:

10-03-2008 08:22:45 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: DEBORAH CITTYY
ASSISTANT-GB**BK: R 6940****PG: 2692-2695**

THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

40 THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the 30th day of September, 2008, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Registry and in Book 6834, Page 658 of the Guilford County Registry (herein "Declaration") as amended at Book 2712, Page 113 and at Book 2757, Page 471 of the Alamance County Registry and at Book 6891, Page 1157 and at Book 6909, Page 2934 of the Guilford County Registry.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain property located in the Town of Gibsonville, Alamance and Guilford Counties and State of North Carolina, as shown on a plat recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189 of the Alamance County Registry, as shown on a map entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007, which plat is referred to and incorporated herein by reference; and

WHEREAS, Declarant desires to amend the Declaration pursuant to Article XIX of the Declaration of Condominiums.

NOW, THEREFORE, the undersigned Declarant hereby amends the Declaration of Condominium recorded in Book 2661, Page 649 of the Alamance County Registry and Book 6834, Page 658 of the Guilford County Registry, as amended at Book 2712, Page 113 and also at Book 2757, Page 471 of the Alamance County Registry and Book 6891, Page 1157 of the Guilford County Registry and also as amended at Book 6909, Page 2934 of the Guilford County Registry as follows:

VERNON LAW FIRM
 PO DRAWER 2958
 BURLINGTON, NC 27216
 L.I.L..I.J.I..J1.II....I.II

18728B-000001/323005 v1

1. Article IX entitled Insurance is hereby amended as follows:

a. Section 9.1 shall be amended to read as follows:

Casualty Insurance. The Association shall be required to maintain a “blanket” or “master” type casualty insurance policy upon the property in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for all Unit Owners and security holders as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall cover all of the common elements and limited common elements as set forth in this Declaration (except land, foundation, excavation and other items normally excluded from coverage) as well as fixtures to the extent they are part of the common elements, building service equipment and supplies, and other common personal property belonging to the Association. Such insurance shall be in an amount equal to but 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 Executive Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited by Section 47C-3-1 13 of the Act. Certificates of Insurance shall be issued to each Unit Owner and mortgagee upon request.

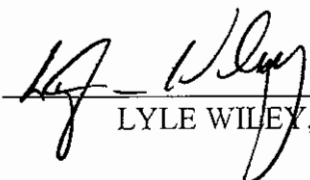
b. Section 9.2 shall be amended to read as follows:

Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, occupants, and holders of a vendor’s interest in a contract for deed on a Unit, the Association, the Executive 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 Executive Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the condominium; and insure the Association, the Executive 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 or any employment contracts.

- c. Section 9.3 shall be amended to read as follows:
Fidelity Coverage. Fidelity coverage shall be required to 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 (PA) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such fidelity bonds shall name the Association as an obligee. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.
 - d. Section 9.7 is hereby added to Article DCas follows:
Notice of Cancellation. All insurance policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.
- 2. Article XIV entitled Rights of First Mortgagees; VA, FNMA and FHLMC Provisions is amended as follows:
 - a. Section 14.12 is hereby added to Article XIV as follows:
Liens and Easements. Liens arising in connection with the Declarant's ownership of, and construction of improvements upon, the property to be added must not adversely affect the rights of existing Unit Owners, or the priority of first mortgagees on Units in the existing condominium property. All taxes and other assessments relating to such property, covering any period prior to the addition of the property, must be paid or otherwise satisfactorily provided for by the Declarant. At the time any additional property is to be added to the condominium, the Declarant or Association shall provide to any mortgage holder which requires such documentation, title evidence which discloses any lien, easement, or other encumbrance affecting the property to be added or which will affect the existing condominium property after such addition.
- 3. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day first above written.

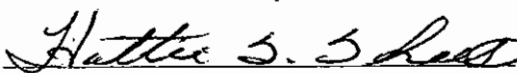
ABBEY GLEN CONDOMINIUM, LLC, North
Carolina Limited Liability Company,
Declarant

By:  (SEAL)
LYLE WILEY, Manager

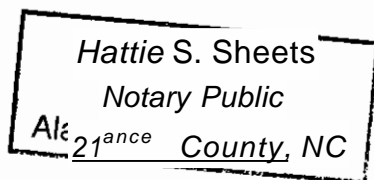
STATE OF NORTH CAROLINA
COUNTY OF 4 U ffxa. NY

I, Hattie S. Sheets, a Notary Public for the above State and County, do hereby certify that Lyle Wiley, Manager of Abbey Glen Condominiums, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ABBEY GLEN CONDOMINIUMS in the capacity indicated.

Witness my hand and notarial seal this the 30th day of September, 2008.


Notary Public

My commission expires: /£> 124/10





Doc ID: 010404010005 Type: GRP
Recorded: 06/21/2010 at 11:34:13 AM
Fee Amt: \$26.00 Page 1 of 5
DAVID J. Barber register of deeds
-2921-734-738



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GUILFORD CO, NC FEE \$26.00
PRESENTED & RECORDED:
06-21-2010 03:18:05 PM
JEFF L. THIGPEN
REGISTER OF DEEDS
BY: DEBORAH LIGHT
DEPUTY-GB
BK: R7135
PG: 2019-2023

Prepared by: Jennifer L. Bogacki
After recording return to: Vernon Law Firm, P.O. Drawer 2958, Burlington, N.C. 27216

TWELFTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS

5L

THIS TWELFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the 21st day of June, 2010, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Registry and in Book 6834, Page 658 of the Guilford County Registry (herein "Declaration") as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, and at Book 2907, Page 341 of the Alamance County Registry and at Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806 and at Book 7119, Page 683 of the Guilford County Registry.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain property located in the Town of Gibsonville, Alamance and Guilford Counties and State of North Carolina, as shown on a plat recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189, as shown on a map entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007, and being a portion of the tract more particularly shown on a plat entitled "Final Plat, Abbey Glen Condominiums, Building 37, Phase 2" by Fleming Engineering, Inc., dated May 17, 2010 and recorded in Alamance County at Plat Book 7 / , Pages 15-16 and in Guilford County at Condominium Plat Book C , Pages 113- ; and being a portion of the tract more particularly shown on a plat entitled "Final Plat, Abbey Glen Condominiums, Buildings 39A, B & C, Phase 2" by Fleming Engineering, Inc., dated June 1, 2010 and recorded in Alamance County at Plat Book 7*/ , Pages /7~~f and in Guilford County at Condominium Plat Book C , Pages 115-116, which plats are referred to and incorporated herein by reference;

WHEREAS, Declarant has reserved special declarant rights in the Declaration, including without limitation the right to add real property to the Condominium and construct multiple units in separate phases at its discretion;

WHEREAS, Declarant desires to amend the Declaration to submit five (5) additional units to the

Declaration; and

NOW, THEREFORE, the undersigned Declarant hereby amends the Declaration of Condominium recorded in Book 2661, Page 649 of the Alamance County Registry and Book 6834, Page 658 of the Guilford County Registry, as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427 and at Book 2907, Page 341 of the Alamance County Registry and Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806 and at Book 7119, Page 683 of the Guilford County Registry as follows:

1. The description of the property shown in Exhibit "A" of the Declaration of Condominium is amended to include **401 Faith Drive - Unit 37A, 403 Faith Drive - Unit 37B, 407 Ashley Woods Drive - Unit 39A, 409 Ashley Woods Drive - Unit 39B and 411 Ashley Woods Drive - Unit 39C** and the limited common areas and common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Building 37, Phase 2" by Fleming Engineering, Inc., dated May 17, 2010 and recorded in Alamance County at Plat Book I, Pages 5-16 and in Guilford County at Condominium Plat Book CfH, Pages U3-UH and limited common areas and common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Buildings 39A, B & C, Phase 2" by Fleming Engineering, Inc., dated June 1, 2010 and recorded in Alamance County at Plat Book 74, Pages 6<7md in Guilford County at Condominium Plat Book £,*4, Pages 115-116.

2. The Declaration is amended to the extent that a total of five (5) new units are created, and the Declarant does hereby designate these five (5) new units for separate ownership, in accordance with the Declaration and subject it to the Declaration. Reference is hereby made to the plats for a separate description of the boundaries of each unit, identified by number, said plats being recorded as shown above, which plats are by this reference incorporated herein.

3. Article VI entitled Restrictions, Conditions and Covenants is amended as follows:

Section 6.17 is amended as follows:

6.17 Decorative Items

- a. Until such time as the Board has been elected and minimum guidelines for decorative items are established, display of the following items is not allowed unless approved by the Architectural Review Committee:
 - i. Wall wreaths
 - ii. Garden hose hangers
 - iii. Artificial flowers
 - iv. Cypress mulch
 - v. Statues, yard or lawn ornaments

- vi. Wall plaques
- vii. Windsocks
- b. The following items are allowed without approval of the Architectural Review Committee within the stated guidelines:
 - i. Door ornaments or wreaths of size 30" x 30" or smaller
 - ii. Bird feeders hung on shepherd hooks which are placed in mulched areas or inside Unit Owner's patio. Location of the birdfeeders to be such that bird excrement will not collect on the fences. Feeder hangers may not be mounted on patio fences. No feeders are to be mounted in common areas that are subject to lawn mowing. Maximum of two (2) feeders per household.
 - iii. Bird baths are to be in Unit Owner's patio or mulched planting areas only. If bird baths are visible to the street, to existing neighbors or to future neighbors (per the development plan), they are to be maintained and kept clean. The maximum size allowed is 18" diameter.
 - iv. Flower pots may be placed in mulched areas, adjacent to entry door or garage door. Any flower pots placed on the driveway are at risk to damage from plows in the winter months. Pots shall have growing plants from the spring through the fall growing season. The maximum size allowed is 12" in diameter.
 - v. Flower boxes may be hung on the patio side of the fences. The top of the flower boxes shall not be higher than 2" above the fence and shall be hung over the fence with non-rusting hooks. Planters shall have growing plants from the spring through the fall growing season. Hangers may not be screwed into the fence structure.
 - vi. Solar landscaping lights may be placed in the mulched planting beds. The lights shall be black, bronze or brushed nickel and shall be of uniform design and construction.
 - vii. Stepping stones may be placed from the sidewalk to the driveway provided they are set flush with the ground to allow mowing. Unit owners are to be mindful not to damage the lawn sprinkler heads.
 - viii. Wind chimes are allowed.
 - ix. Decorative flags may be placed on the exterior of the units. The maximum size allowed is 12"x 18". The flags shall be separated by at least 20 feet and a maximum of three (3) flags are allowed per Unit.
 - x. Ornamental rocks, flat stones or small figurines are allowed as long as

they do not exceed 5” in height and are placed in the pine needles or mulch.

- xi. Statuettes or figurines are allowed as long as they do not exceed 12” in height and are placed in the pine needles or mulch. A maximum of two (2) are allowed per Unit.
- xii. Signs for security services may only be placed in the mulched areas or in the pine needles.

Section 6.19 is amended as follows:

6.19 The American Flag

- a. The American Flag may be flown or displayed anytime following normal flag protocol. Any American Flag displayed may be 30" x 48" and wall mounted. The Wall mounted style may be attached to trim boards adjacent to doors or on fence posts.

Section 6.20 is amended as follows:

6.20 Landscape Plants

- a. Flowers
 - i. Flowers may be planted inside the patio fence or directly outside the patio fence or veranda in the existing mulched area. Flowers are not permitted around any tree. Flowers must not exceed the height of the patio fence.
 - ii. Any new planting beds may be limited in size by the Board.
 - iii. New beds must be mulched with matching hardwood, pine needles or other mulch as directed by the Executive Board.
- b. Landscaping Plants
 - i. Any planting of new shrubs outside the patio area must receive advance approval from the Executive Board. Variance Request forms are available from the Sales Office.
 - ii. Additional landscaping plants must be of a species already in use in the community and which, at maturity, will not exceed the height of the patio fence.
 - iii. Any new planting beds may be limited in size by the Executive Board.
 - iv. New beds must be mulched with matching hardwood, pine needles or other mulch as directed by the Executive Board.

- c. New plants will become the property of the Association. The Association will provide future mulching, pruning and fertilization. However, should any of these new plants die, the resident is responsible for replacement in the discretion of the resident.
- d. Small annual or perennial plants may be planted in the mulched planting beds adjacent to the house, fence or sidewalk. The plants and additional pine mulch shall be the total responsibility of the resident. These plants may not be of the creeping variety.

Section 6.23(b) is amended as follows:

6.23 Miscellaneous

- b. No satellite dishes may be placed on the property with a diameter of more than 18" for standard digital or 22" x 32" for HDTV. Satellites may not be mounted on the roof (due to potential leak issues) or on the exterior side of the building structure. The satellite dishes shall be pole-mounted and hidden from view of the street or immediate neighbors if possible. Satellite installation shall be subject to review by the Architectural Review Committee.

4. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day first above written.

ABBEY GLEN CONDOMINIUMS, LLC,
North Carolina Limited Liability Company,
Declarant

By: *[Signature]* (SEAL)
Duane Catnell, Member-Manager

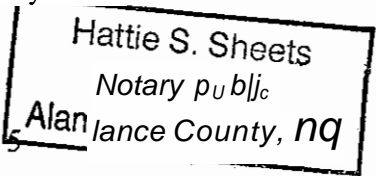
STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Hattie S. Sheets, a Notary Public for the above State and County, do hereby certify that Duane Catnell Member-Manager of Abbey Glen Condominiums, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing TWELFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ABBEY GLEN CONDOMINIUMS in the capacity indicated.

Witness my hand and notarial seal this the 4th day of June, 2010.

Hattie S. Sheets
Notary Public

My commission expires: 2b 124/10



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Recorded: 04/27/2012 at 02:34:09 PM
Fee Amt: \$26.00 Page 1 of 6
Alamance, NC
HUGH WEBSTER REGISTER OFF DEEDS

***3099 "747-752**



2012025495

GUILFORD CO, NC FEE \$26.00
PRESENTED & RECORDED:

04-27-2012 03:40:18 PM

JEFF L. THIGPEN
register of deeds
BY: TERESA STEELMAN
DEPUTY-GB

**BK: R 7345
PG: 1145-1150**

Prepared by: Jennifer L. Bogacki
After recording return to: Vernon Law Firm, P.O. Drawer 2958, Burlington, N.C. 27216

**TWENTY-FIFTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS**

628

THIS TWENTY-FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the 27th day of April, 2012, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Registry and in Book 6834, Page 658 of the Guilford County Registry (herein "Declaration") as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, Book 2907, Page 341, Book 2921, Page 734, Book 2950, Page 1, Book 2959, Page 845, Book 2971, Page 833, Book 3003, Page 992, Book 3019, Page 339, Book 3029, Page 818, Book 3033, Page 963, Book 3045, Page 978, Book 3056, Page 4, Book 3064, Page 15, Book 3071, Page 431 and Book 3088, Page 432 of the Alamance County Registry and at Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806, Book 7119, Page 683, Book 7135, Page 2019, Book 7169, Page 1355, Book 7181, Page 1972, Book 7195, Page 3093, Book 7232, Page 2451, Book 7249, Page 2816, Book 7262, Page 2292, Book 7267, Page 734, Book 7281, Page 1334, Book 7293, Page 1004, Book 7302, Page 2500, Book 7311, Page 2893 and re-recorded at Book 7314, Page 2881 and at Book 7332, Page 2490 of the Guilford County Registry.

WITNESSETH THAT:

WHEREAS, Declarant is the owner and developer of certain property located in the Town of Gibsonville, Alamance and Guilford Counties and State of North Carolina, as shown on a plat recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189, as shown on a map entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007, and being a portion of the tract more particularly shown on a plat entitled "Final Plat, Abbey Glen Condominiums, Building 59, Phase 2" by Fleming Engineering, Inc., dated April 18, 2012 and recorded in Alamance County at Plat Book *7 S*, Pages 82 ~ 83 and in Guilford County at Condominium Plat Book / \$, Pages 28 - 29, which plat is referred to and incorporated herein by reference (herein "Property");

WHEREAS, Declarant has reserved special declarant rights in the Declaration, including without limitation the right to add real property to the Condominium and construct multiple units in separate phases at its discretion;

WHEREAS, Declarant desires to amend the Declaration pursuant to Article XIII of the Declaration of Condominiums;

WHEREAS, Declarant has previously submitted the following Units, along with the limited common elements and common elements, to the Declaration pursuant to Article III of the Declaration and Chapter 47C of the North Carolina General Statutes, as follows: the Clubhouse, Buildings 3, 24, 38, 8, 26, 27, 1, 7, 35, 29, 28, 31, 33, 37, 39, 25, 34, 4, 40, 43, 44, 41, 65, 42, 45, 48, 47, 49, 64, 53, 55 and 5 for a total of 81 units designed for separate ownership along with the limited common elements and common elements.

WHEREAS, Declarant desires to amend the Declaration to submit one (1) additional unit to the Declaration; and

NOW, THEREFORE, the undersigned Declarant hereby amends the Declaration of Condominium recorded in Book 2661, Page 649 of the Alamance County Registry and Book 6834, Page 658 of the Guilford County Registry, as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, Book 2907, Page 341, Book 2921, Page 734, Book 2950, Page 1, Book 2959, Page 845, Book 2971, Page 833, Book 3003, Page 992, Book 3019, Page 339, Book 3029, Page 818, Book 3033, Page 963, Book 3045, Page 978, Book 3056, Page 4, Book 3064, Page 15, Book 3071, Page 431, Book 3088, Page 432 of the Alamance County Registry and Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806, Book 7119, Page 683, Book 7135, Page 2019, Book 7169, Page 1355, Book 7181, Page 1972, Book 7195, Page 3093, Book 7232, Page 2451, Book 7249, Page 2816, Book 7262, Page 2292, Book 7267, Page 734, Book 7281, Page 1334, Book 7293, Page 1004, Book 7302, Page 2500, Book 7311, Page 2893 and re-recorded at Book 7314, Page 2881, Book 7332, Page 2490 of the Guilford County Registry as follows:

1. The description of the property shown in Exhibit "A" of the Declaration of Condominium is amended to include **112 Alyssa Drive - Unit 59** and the limited common areas and common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Building 59, Phase 2" by Fleming Engineering, Inc., dated April 18, 2012 and recorded in Alamance County at Plat Book 75, Pages 5%; V 3 and Guilford Count)' at Condominium Plat Book 15, Pages 2/1? - 24.
2. The Declaration is amended to the extent that a total of one (1) new unit is created, and the Declarant does hereby designate this one (1) new unit for separate ownership, in accordance with the Declaration and subject it to the Declaration. Reference is hereby made to the plats for a separate description of the boundary of this unit, identified by number, said plats being recorded as shown above, which plats are by this reference incorporated herein.
3. Exhibit "C" of the Declaration detailing the allocated interests of the unit owners in the common elements, and thus the per unit percentage of common expenses (not including limited common expenses) and of voting power for all units in all phases of the Condominium is amended, clarified and revised to include the table set forth in Exhibit "A", which is attached hereto and incorporated by reference.
4. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

SIGNATURES ON FOLLOWING PAGES

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EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
1A	101 SADIE LANE	1.2195%
1B	103 SADIE LAND	1.2195%
1C	342 FAITH DRIVE	1.2195%
1D	340 FAITH DRIVE	1.2195%
3A	328 FAITH DRIVE	1.2195%
3B	330 FAITH DRIVE	1.2195%
3C	326 FAITH DRIVE	1.2195%
3D	324 FAITH DRIVE	1.2195%
4A	320 FAITH DRIVE	1.2195%
4B	322 FAITH DRIVE	1.2195%
4C	318 FAITH DRIVE	1.2195%
4D	316 FAITH DRIVE	1.2195%
5A	312 FAITH DRIVE	1.2195%
5B	314 FAITH DRIVE	1.2195%
5C	310 FAITH DRIVE	1.2195%
5D	308 FAITH DRIVE	1.2195%
7A	212 FAITH DRIVE	1.2195%
7B	214 FAITH DRIVE	1.2195%
7C	210 FAITH DRIVE	1.2195%
7D	208 FAITH DRIVE	1.2195%
8A	204 FAITH DRIVE	1.2195%
8B	206 FAITH DRIVE	1.2195%
8C	202 FAITH DRIVE	1.2195%
8D	200 FAITH DRIVE	1.2195%
24A	201 FAITH DRIVE	1.2195%
24B	203 FAITH DRIVE	1.2195%
25A	205 FAITH DRIVE	1.2195%
25B	207 FAITH DRIVE	1.2195%
25C	438 FAITH DRIVE	1.2195%
25D	440 FAITH DRIVE	1.2195%
26A	436 FAITH DRIVE	1.2195%
26B	434 FAITH DRIVE	1.2195%
27A	430 FAITH DRIVE	1.2195%
27B	432 FAITH DRIVE	1.2195%
27C	428 FAITH DRIVE	1.2195%
27D	426 FAITH DRIVE	1.2195%
28A	422 FAITH DRIVE	1.2195%
28B	424 FAITH DRIVE	1.2195%
28C	420 FAITH DRIVE	1.2195%
28D	418 FAITH DRIVE	1.2195%

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
29A	414 FAITH DRIVE	1.2195%
29B	416 FAITH DRIVE	1.2195%
29C	412 FAITH DRIVE	1.2195%
29D	410 FAITH DRIVE	1.2195%
31A	313 FAITH DRIVE	1.2195%
31B	315 FAITH DRIVE	1.2195%
33A	431 FAITH DRIVE	1.2195%
33B	429 FAITH DRIVE	1.2195%
33C	303 FAITH DRIVE	1.2195%
33D	301 FAITH DRIVE	1.2195%
34A	421 FAITH DRIVE	1.2195%
34B	423 FAITH DRIVE	1.2195%
34C	427 FAITH DRIVE	1.2195%
34D	425 FAITH DRIVE	1.2195%
35A	413 FAITH DRIVE	1.2195%
35B	415 FAITH DRIVE	1.2195%
35C	419 FAITH DRIVE	1.2195%
35D	417 FAITH DRIVE	1.2195%
37A	401 FAITH DRIVE	1.2195%
37B	403 FAITH DRIVE	1.2195%
38A	408 ASHLEY WOODS DRIVE	1.2195%
38B	406 ASHLEY WOODS DRIVE	1.2195%
39A	401 ASHLEY WOODS DRIVE	1.2195%
39B	403 ASHLEY WOODS DRIVE	1.2195%
39C	405 ASHLEY WOODS DRIVE	1.2195%
39D	407 ASHLEY WOODS DRIVE	1.2195%
39E	409 ASHLEY WOODS DRIVE	1.2195%
39F	411 ASHLEY WOODS DRIVE	1.2195%
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41	103 ALYSSA DRIVE	1.2195%
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48	117 ALYSSA DRIVE	1.2195%
49	119 ALYSSA DRIVE	1.2195%
53	124 ALYSSA DRIVE	1.2195%
55	120 ALYSSA DRIVE	1.2195%
59	112 ALYSSA DRIVE	1.2195%
64	101 ALYSSA DRIVE	1.2195%
65	100 ALYSSA DRIVE	1.2195%

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GUILFORD COUNTY, NC

NC FEE \$26.00

JEFF L. THIGPEN

REGISTER OF DEEDS

Prepared by: Jennifer L. Bogacki., Esq.

After recording return to: The Vernon Law Firm, P.O. Drawer 2958, Burlington. N.C. 27216

**FIFTY-NINTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS**

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THIS FIFTY-NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the fday of June, 2015, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Register of Deeds and in Book 6834, Page 658 of the Guilford County Register of Deeds (herein "Declaration") as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, Book 2907, Page 341, Book 2921, Page 734, Book 2950, Page 1, Book 2959, Page 845, Book 2971, Page 833, Book 3003, Page 992, Book 3019, Page 339, Book 3029, Page 818, Book 3033, Page 963, Book 3045, Page 978, Book 3056, Page 4, Book 3064, Page 15, Book 3071, Page 431, Book 3088, Page 432, Book 3099, Page 747, Book 3105, Page 546, Book 3112, Page 461, Book 3124, Page 450, Book 3148, Page 562, Book 3158, Page 532, Book 3177, Page 433, Book 3194, Page 502, Book 3208, Page 613, Book 3221, Page 465, Book 3235, Page 357, Book 3237, Page 327, Book 3244, Page 153, Book 3252, Page 265, Book 3260, Page 666, Book 3268, Page 906, Book 3272, Page 296, Book 3283, Page 190, Book 3288, Page 419, Book 3290, Page 440, Book 3296, Page 591, Book 3299, Page 866, Book 3305, Page 507, Book 3313, Page 601, Book 3327, Page 672, Book 3335, Page 340, Book 3341, Page 738, Book 3344, Page 781, Book 3348, Page 447, Book 3362, Page 562, Book 3385, Page 738, Book 3397, Page 865, Book 3402, Page 540 and at Book 3423, Page 639 of the Alamance County Register of Deeds and at Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806, Book 7119, Page 683, Book 7135, Page 2019, Book 7169, Page 1355, Book 7181, Page 1972, Book 7195, Page 3093, Book 7232, Page 2451, Book 7249, Page 2816, Book 7262, Page 2292, Book 7267, Page 734, Book 7281, Page 1334, Book 7293, Page 1004, Book 7302, Page 2500, Book 7311, Page 2893 and re-recorded at Book 7314, Page 2881, Book 7332, Page 2490, Book 7345, Page 1145, Book 7352, Page 1252, Book 7360, Page 2656 and re-recorded at Book 7360, Page 2957, Book 7372, Page 2546, Book 7401, Page 3041, Book 7412, Page 2688, Book 7434, Page 1596, Book 7454, Page 1437, Book 7470, Page 654, Book 7485, Page 1529, Book 7501, Page 69, Book 7503, Page 765, Book 7511, Page 2486, Book 7520, Page 1107, Book 7530, Page 219, Book 7538, Page 1247, Book 7541, Page 3095, Book 7553, Page 875, Book 7558, Page 1319, Book 7560, Page 2259, Book 7566, Page 875, Book 7569, Page 1256, Book 7575, Page 483, Book 7583, Page 1099, Book 7597, Page 2116, Book 7605, Page 2550, Book 7612, Page 2459, Book 7616, Page 44, Book 7619, Page 1234, Book 7632, Page 2713, Book 7656, Page 2802, Book 7668, Page 3071, Book 7673, Page 2275 and at Book R 7693, Page 2679 of the Guilford County Register of Deeds.

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recorded at Book 7314, Page 2881, Book 7332, Page 2490, Book 7345, Page 1145, Book 7352, Page 1252, Book 7360, Page 2656 and re-recorded at Book 7360, Page 2957, Book 7372, Page 2546, Book 7401, Page 3041, Book 7412, Page 2688, Book 7434, Page 1596, Book 7454, Page 1437, Book 7470, Page 654, Book 7485, Page 1529, Book 7501, Page 69, Book 7503, Page 765, Book 7511, Page 2486, Book 7520, Page 1107, Book 7530, Page 219, Book 7538, Page 1247, Book 7541, Page 3095, Book 7553, Page 875, Book 7558, Page 1319, Book 7560, Page 2259, Book 7566, Page 875, Book 7569, Page 1256, Book 7575, Page 483, Book 7583, Page 1099, Book 7597, Page 2116, Book 7605, Page 2550, Book 7612, Page 2459, Book 7616, Page 44, Book 7619, Page 1234, Book 7632, Page 2713, Book 7656, Page 2802, Book 7668, Page 3071, Book 7673, Page 2275, Book R 7693, Page 2679 of the Guilford County Register of Deeds as follows:

1. The description of the property shown in Exhibit "A" of the Declaration of Condominium is amended to include **125 Faith Drive - Building 105**, and the limited common elements and common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Condominium Plat, Building 105, Phase 2" by Scott Land Surveying, Inc., dated May 21, 2015 and recorded in Alamance County at Plat Book 77 > Pages 126 - 1 and in Guilford County at Condominium Plat Book 15, Pages 149 - So
2. The Declaration is amended to the extent that a total of one (1) new unit is created, and the Declarant does hereby designate the new unit for separate ownership, in accordance with the Declaration and subjects it to the Declaration. Declarant also dedicates the common areas and limited common areas as shown on the plats. Reference is hereby made to the plats for a separate description of the boundary of these units, identified by number, and the common and limited common areas, said plats being recorded as shown above, which plats are by this reference incorporated herein.
3. Exhibit "C" of the Declaration detailing the allocated interests of the unit owners in the common elements, and thus the per unit percentage of common expenses (not including limited common expenses) and of voting power for all units in all phases of the Condominium is amended, clarified and revised to include the table set forth in Exhibit "A", which is attached hereto and incorporated by reference.
4. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

(SIGNATURES ON NEXT PAGE)

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EXHIBIT “A”

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
1A	101 SADIE LANE	0.6172%
1B	103 SADIE LAND	0.6172%
1C	342 FAITH DRIVE	0.6172%
1D	340 FAITH DRIVE	0.6172%
2A	336 FAITH DRIVE	0.6172%
2B	338 FAITH DRIVE	0.6172%
2C	334 FAITH DRIVE	0.6172%
2D	332 FAITH DRIVE	0.6172%
3A	328 FAITH DRIVE	0.6172%
3B	330 FAITH DRIVE	0.6172%
3C	326 FAITH DRIVE	0.6172%
3D	324 FAITH DRIVE	0.6172%
4A	320 FAITH DRIVE	0.6172%
4B	322 FAITH DRIVE	0.6172%
4C	318 FAITH DRIVE	0.6172%
4D	316 FAITH DRIVE	0.6172%
5A	312 FAITH DRIVE	0.6172%
5B	314 FAITH DRIVE	0.6172%
5C	310 FAITH DRIVE	0.6172%
5D	308 FAITH DRIVE	0.6172%
6A	304 FAITH DRIVE	0.6172%
6B	306 FAITH DRIVE	0.6172%
6C	302 FAITH DRIVE	0.6172%
6D	300 FAITH DRIVE	0.6172%
7A	212 FAITH DRIVE	0.6172%
7B	214 FAITH DRIVE	0.6172%
7C	210 FAITH DRIVE	0.6172%
7D	208 FAITH DRIVE	0.6172%
8A	204 FAITH DRIVE	0.6172%
8B	206 FAITH DRIVE	0.6172%
8C	202 FAITH DRIVE	0.6172%
8D	200 FAITH DRIVE	0.6172%
24A	201 FAITH DRIVE	0.6172%
24B	203 FAITH DRIVE	0.6172%
25A	205 FAITH DRIVE	0.6172%
25B	207 FAITH DRIVE	0.6172%
25C	438 FAITH DRIVE	0.6172%
25D	440 FAITH DRIVE	0.6172%
26A	436 FAITH DRIVE	0.6172%
26B	434 FAITH DRIVE	0.6172%
27A	430 FAITH DRIVE	0.6172%

27B	432 FAITH DRIVE	0.6172%
27C	428 FAITH DRIVE	0.6172%
27D	426 FAITH DRIVE	0.6172%
28A	422 FAITH DRIVE	0.6172%
28B	424 FAITH DRIVE	0.6172%
28C	420 FAITH DRIVE	0.6172%
28D	418 FAITH DRIVE	0.6172%
29A	414 FAITH DRIVE	0.6172%
29B	416 FAITH DRIVE	0.6172%
29C	412 FAITH DRIVE	0.6172%
29D	410 FAITH DRIVE	0.6172%
30A	400 FAITH DRIVE	0.6172%
30B	402 FAITH DRIVE	0.6172%
30C	102 SADIE LANE	0.6172%
30D	100 SADIE LANE	0.6172%
31A	313 FAITH DRIVE	0.6172%
31B	315 FAITH DRIVE	0.6172%
32A	309-B FAITH DRIVE	0.6172%
32B	309-A FAITH DRIVE	0.6172%
32C	31 TA FAITH DRIVE	0.6172%
32D	311-B FAITH DRIVE	0.6172%
33A	431 FAITH DRIVE	0.6172%
33B	429 FAITH DRIVE	0.6172%
33C	303 FAITH DRIVE	0.6172%
33D	301 FAITH DRIVE	0.6172%
34A	421 FAITH DRIVE	0.6172%
34B	423 FAITH DRIVE	0.6172%
34C	427 FAITH DRIVE	0.6172%
34D	425 FAITH DRIVE	0.6172%
35A	413 FAITH DRIVE	0.6172%
35B	415 FAITH DRIVE	0.6172%
35C	419 FAITH DRIVE	0.6172%
35D	417 FAITH DRIVE	0.6172%
36A	405 FAITH DRIVE	0.6172%
36B	407 FAITH DRIVE	0.6172%
36C	411 FAITH DRIVE	0.6172%
36D	409 FAITH DRIVE	0.6172%
37A	401 FAITH DRIVE	0.6172%
37B	403 FAITH DRIVE	0.6172%
38A	408 ASHLEY WOODS DRIVE	0.6172%
38B	406 ASHLEY WOODS DRIVE	0.6172%
39A	401 ASHLEY WOODS DRIVE	0.6172%
39B	403 ASHLEY WOODS DRIVE	0.6172%
39C	405 ASHLEY WOODS DRIVE	0.6172%

39D	407 ASHLEY WOODS DRIVE	0.6172%
39E	409 ASHLEY WOODS DRIVE	0.6172%
39F	411 ASHLEY WOODS DRIVE	0.6172%
40	101 ALYSSA DRIVE	0.6172%
41	103 ALYSSA DRIVE	0.6172%
42	105 ALYSSA DRIVE	0.6172%
43	107 ALYSSA DRIVE	0.6172%
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51	123 ALYSSA DRIVE	0.6172%
52	125 ALYSSA DRIVE	0.6172%
53	124 ALYSSA DRIVE	0.6172%
54	122 ALYSSA DRIVE	0.6172%
55	120 ALYSSA DRIVE	0.6172%
56	188 ALYSSA DRIVE	0.6172%
57	116 ALYSSA DRIVE	0.6172%
58	114 ALYSSA DRIVE	0.6172%
59	112 ALYSSA DRIVE	0.6172%
60	110 ALYSSA DRIVE	0.6172%
61	108 ALYSSA DRIVE	0.6172%
62	106 ALYSSA DRIVE	0.6172%
63	104 ALYSSA DRIVE	0.6172%
64	101 ALYSSA DRIVE	0.6172%
65	100 ALYSSA DRIVE	0.6172%
70A	305 FAITH DRIVE	0.6172%
70B	307 FAITH DRIVE	0.6172%
71	128 FAITH DRIVE	0.6172%
72	126 FAITH DRIVE	0.6172%
73	124 FAITH DRIVE	0.6172%
74	122 FAITH DRIVE	0.6172%
75	120 FAITH DRIVE	0.6172%
76	118 FAITH DRIVE	0.6172%
77	116 FAITH DRIVE	0.6172%
78	114 FAITH DRIVE	0.6172%
79	112 FAITH DRIVE	0.6172%
80	110 FAITH DRIVE	0.6172%
81	108 FAITH DRIVE	0.6172%
82	106 FAITH DRIVE	0.6172%
83	104 FAITH DRIVE	0.6172%
84A	101 FAITH DRIVE	0.6172%

84B	103 FAITH DRIVE	0.6172%
84C	102 FAITH DRIVE	0.6172%
84D	100 FAITH DRIVE	0.6172%
85	105 FAITH DRIVE	0.6172%
86	107 FAITH DRIVE	0.6172%
87	109 FAITH DRIVE	0.6172%
88	111 FAITH DRIVE	0.6172%
89	113 FAITH DRIVE	0.6172%
90	113 MIKAILA DRIVE	0.6172%
91	111 MIKAILA DRIVE	0.6172%
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97	100 MIKAILA DRIVE	0.6172%
98	102 MIKAILA DRIVE	0.6172%
99	104 MIKAILA DRIVE	0.6172%
100	106 MIKAILA DRIVE	0.6172%
101	101 MIKAILA DRIVE	0.6172%
102	110 MIKAILA DRIVE	0.6172%
103	121 FAITH DRIVE	0.6172%
104	123 FAITH DRIVE	0.6172%
105	125 FAITH DRIVE	0.6172%
106	127 FAITH DRIVE	0.6172%
107	200 ABIGAIL LANE	0.6172%
108	202 ABIGAIL LANE	0.6172%
109	204 ABIGAIL LANE	0.6172%
110	206 ABIGAIL LANE	0.6172%
111	208 ABIGAIL LANE	0.6172%
112	203 ABIGAIL LANE	0.6172%
113	129 FAITH DRIVE	0.6172%
<u>TOTAL UNITS: 162</u>		<u>100%</u>

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JEFF L. THIGPEN
REGISTER OF DEEDS

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Prepared by: Jennifer L. Bogacki., Esq.

After recording return to: The Vernon Law Firm, P.O. Drawer 2958, Burlington, N.C. 27216

**SIXTIETH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ABBEY GLEN CONDOMINIUMS**

THIS SIXTIETH AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the 20th day of December, 2018, by Abbey Glen Condominiums, LLC, A North Carolina Limited Liability Company (herein "Declarant") amending the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Register of Deeds and in Book 6834, Page 658 of the Guilford County Register of Deeds (herein "Declaration") as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, Book 2907, Page 341, Book 2921, Page 734, Book 2950, Page 1, Book 2959, Page 845, Book 2971, Page 833, Book 3003, Page 992, Book 3019, Page 339, Book 3029, Page 818, Book 3033, Page 963, Book 3045, Page 978, Book 3056, Page 4, Book 3064, Page 15, Book 3071, Page 431, Book 3088, Page 432, Book 3099, Page 747, Book 3105, Page 546, Book 3112, Page 461, Book 3124, Page 450, Book 3148, Page 562, Book 3158, Page 532, Book 3177, Page 433, Book 3194, Page 502, Book 3208, Page 613, Book 3221, Page 465, Book 3235, Page 357, Book 3237, Page 327, Book 3244, Page 153, Book 3252, Page 265, Book 3260, Page 666, Book 3268, Page 906, Book 3272, Page 296, Book 3283, Page 190, Book 3288, Page 419, Book 3290, Page 440, Book 3296, Page 591, Book 3299, Page 866, Book 3305, Page 507, Book 3313, Page 601, Book 3327, Page 672, Book 3335, Page 340, Book 3341, Page 738, Book 3344, Page 781, Book 3348, Page 447, Book 3362, Page 562, Book 3385, Page 738, Book 3397, Page 865, Book 3402, Page 540, Book 3423, Page 639 and at Book 3444, Page 0313-0321 of the Alamance County Register of Deeds and at Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806, Book 7119, Page 683, Book 7135, Page 2019, Book 7169, Page 1355, Book 7181, Page 1972, Book 7195, Page 3093, Book 7232, Page 2451, Book 7249, Page 2816, Book 7262, Page 2292, Book 7267, Page 734, Book 7281, Page 1334, Book 7293, Page 1004, Book 7302, Page 2500, Book 7311, Page 2893 and re-recorded at Book 7314, Page 2881, Book 7332, Page 2490, Book 7345, Page 1145, Book 7352, Page 1252, Book 7360, Page 2656 and re-recorded at Book 7360, Page 2957, Book 7372, Page 2546, Book 7401, Page 3041, Book 7412, Page 2688, Book 7434, Page 1596, Book 7454, Page 1437, Book 7470, Page 654, Book 7485, Page 1529, Book 7501, Page 69, Book 7503, Page 765, Book 7511, Page 2486, Book 7520, Page 1107, Book 7530, Page 219, Book 7538, Page 1247, Book 7541, Page 3095, Book 7553, Page 875, Book 7558, Page 1319, Book 7560, Page 2259, Book 7566, Page 875, Book 7569, Page 1256, Book 7575, Page 483, Book 7583, Page 1099, Book 7597, Page 2116, Book 7605, Page 2550, Book 7612, Page 2459, Book 7616, Page 44, Book 7619, Page 1234, Book 7632, Page 2713, Book 7656, Page 2802, Book 7668, Page 3071, Book 7673, Page 2275, Book R 7693, Page 2679 and at Book R7714, Page 1816-1824 of the Guilford County Register of Deeds.

WITNESSETH THAT:

WHEREAS, Declarant is the owner and developer of certain property located in the Town of Gibsonville, Alamance and Guilford Counties and State of North Carolina, as shown on a plat recorded in Alamance County on December 6, 2007 at Plat Book 72, Page 189, as shown on a plat entitled "Final Recombination Plat for Abbey Glen Condominiums" by Fleming Engineering, Inc., dated November 13, 2007, and being a portion of the tract more particularly shown on a plat entitled "Final Plat, Abbey Glen Condominiums, Common Area Dedication Plat" by Scott Land Surveying, Inc., dated May 11, 2018 and recorded in Alamance County at Plat Book 7, Pages 54 - and in Guilford County at Condominium Plat Book 149, Pages L - which plats are referred to and incorporated herein by reference (herein "Property");

WHEREAS, Declarant has reserved special declarant rights in the Declaration, including without limitation the right to add real property to the Condominium and construct multiple units in separate phases at its discretion;

WHEREAS, Declarant desires to amend the Declaration pursuant to Article XIII of the Declaration of Condominiums;

WHEREAS, Declarant has previously submitted the following Units, along with the limited common elements and common elements, to the Declaration pursuant to Article III of the Declaration and Chapter 47C of the North Carolina General Statutes, as follows: the Clubhouse as a common element and Buildings 3, 24, 38, 8, 26, 27, 1, 7, 35, 29, 28, 31, 33, 37, 39, 25, 34, 4, 40, 43, 44, 41, 65, 42, 45, 48, 47, 49, 64, 53, 55, 5, 59, 54, 56, 57, 58, 70, 50, 60, 52, 46, 51, 61, 62, 63, 36, 30, 86, 87, 85, 113, 78, 79, 84, 83, 88, 80, 82, 77, 72, 73, 75, 91, 32, 76, 100, 112, 74, 90, 95, 96, 111, 81, 110, 6, 71, 102, 92, 93, 94, 99, 97, 98, 2B, 107, 108, 2A, 2C, 2D, 106, 89, 109, 101, 103, 104 and 105 for a total of 162 units designed for separate ownership along with the limited common elements and common elements.

WHEREAS, Declarant desires to amend the Declaration to submit and dedicate common areas to the Declaration; and

NOW, THEREFORE, the undersigned Declarant hereby amends the Declaration of Condominium recorded in Book 2661, Page 649 of the Alamance County Registry and Book 6834, Page 658 of the Guilford County Registry, as amended at Book 2712, Page 113, Book 2757, Page 471, Book 2757, Page 762, Book 2764, Page 114, Book 2769, Page 440, Book 2797, Page 194, Book 2836, Page 927, Book 2857, Page 325, Book 2881, Page 649, Book 2895, Page 427, Book 2907, Page 341, Book 2921, Page 734, Book 2950, Page 1, Book 2959, Page 845, Book 2971, Page 833, Book 3003, Page 992, Book 3019, Page 339, Book 3029, Page 818, Book 3033, Page 963, Book 3045, Page 978, Book 3056, Page 4, Book 3064, Page 15, Book 3071, Page 431, Book 3088, Page 432, Book 3099, Page 747, Book 3105, Page 546, Book 3112, Page 461, Book 3124, Page 450, Book 3148, Page 562, Book 3158, Page 532, Book 3177, Page 433, Book 3194, Page 502, Book 3208, Page 613, Book 3221, Page 465, Book 3235, Page 357, Book 3237, Page 327, Book 3244, Page 153, Book 3252, Page 265, Book 3260, Page 666, Book 3268, Page 906, Book 3272, Page 296, Book 3283, Page 190, Book 3288, Page 419, Book 3290, Page 440, Book 3296, Page 591, Book 2399, Page 866, Book 3305, Page 507, Book 3313, Page 601, Book 3327, Page 672, Book 3335, Page 340 Book 3341, Page 738, Book 3344, Page 781, Book 3348, Page 447, Book 3362, Page 562, Book 3385, Page 738, Book 3397, Page 865, Book 3402, Page 540, Book 3423, Page 639 and at Book 3444, Page 0313-0321 of the Alamance County Register of Deeds and Book 6891, Page 1157, Book 6909, Page 2934, Book 6940, Page 2692, Book 6948, Page 1592, Book 6954, Page 768, Book 6988, Page 2576, Book 7042, Page 673, Book 7064, Page 2611, Book 7092, Page 1303, Book 7106, Page 1806, Book 7119, Page 683, Book 7135, Page 2019, Book 7169, Page 1355, Book 7181, Page 1972, Book 7195, Page 3093, Book 7232, Page 2451, Book 7249, Page 2816, Book 7262, Page 2292, Book 7267, Page 734, Book 7281, Page 1334, Book 7293, Page 1004, Book 7302, Page 2500, Book 7311, Page 2893 and re-recorded at Book 7314, Page 2881, Book 7332, Page 2490, Book 7345,

Page 1145, Book 7352, Page 1252, Book 7360, Page 2656 and re-recorded at Book 7360, Page 2957, Book 7372, Page 2546, Book 7401, Page 3041, Book 7412, Page 2688, Book 7434, Page 1596, Book 7454, Page 1437, Book 7470, Page 654, Book 7485, Page 1529, Book 7501, Page 69, Book 7503, Page 765, Book 7511, Page 2486, Book 7520, Page 1107, Book 7530, Page 219, Book 7538, Page 1247, Book 7541, Page 3095, Book 7553, Page 875, Book 7558, Page 1319, Book 7560, Page 2259, Book 7566, Page 875, Book 7569, Page 1256, Book 7575, Page 483, Book 7583, Page 1099, Book 7597, Page 2116, Book 7605, Page 2550, Book 7612, Page 2459, Book 7616, Page 44, Book 7619, Page 1234, Book 7632, Page 2713, Book 7656, Page 2802, Book 7668, Page 3071, Book 7673, Page 2275, Book R 7693, Page 2679 and at Book R7714, Page 1816-1824 of the Guilford County Register of Deeds as follows:

1. The description of the property shown in Exhibit "A" of the Declaration of Condominium is amended to include the approximately 1.05 acres of common elements as shown on the plat entitled "Final Plat, Abbey Glen Condominiums, Common Area Dedication Plat" by Scott Land Surveying, Inc., dated May 11, 2018 and recorded in Alamance County at Plat Book 79, Pages 3 - and in Guilford County at Condominium Plat Book /y /> Pages 15 - .

2. The Declaration is amended to the extent that a total of 1.05 +/- acres of common area is added to the community and dedicated as such, and the Declarant does hereby designate the property shown in accordance with the Declaration and subjects it to the Declaration. Reference is hereby made to the plats for a separate description of the boundary of the common areas, said plat being recorded as shown above, which plat is by this reference incorporated herein.

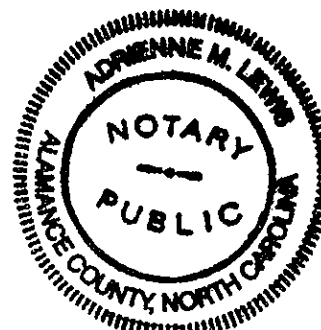
3. Except as expressly amended herein, all of the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day first above written.

ABBEY GLEN CONDOMINIUMS, LLC,
North Carolina Limited Liability Company, Declarant

By: Michael Hebert (SEAL)
MICHAEL HEBERT, Signing Manager

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE



I, Adrienne M. Lewis, a Notary Public for Alamance County, North Carolina, do hereby certify that Michael Hebert, Signing Manager of Abbey Glen Condominiums, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing SIXTIETH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ABBEY GLEN CONDOMINIUMS in the capacity indicated.

Witness my hand and notarial seal this the 20th day of December, 2018.

Notary Public: Adrienne M. Lewis My Commission Expires: June 1st, 2023

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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

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Prepared by and return to: Jennifer L. Bogacki
c/o The Vernon Law Firm
P.O. Drawer 2958
Burlington, NC 27216

STREAM CROSSING MAINTENANCE AGREEMENT

For Stream Crossing Facilities at

Abbey Glen Condominiums

Town of Gibsonville

May, 2015

THIS AGREEMENT is made this the 27th day May 2015, by and between Abbey Glen Condominium Homeowners' Association, Inc., hereinafter referred to as the "ASSOCIATION", its successors and/or assigns, and the Town of Gibsonville, North Carolina, hereinafter referred to as the "TOWN", and Abbey Glen Condominiums, LLC herein referred to as the "DEVELOPER" (altogether referred to as "the Parties").

WITNESSETH:

WHEREAS, the ASSOCIATION is responsible for the maintenance of the Common Elements in the condominium development, Abbey Glen Condominiums, as set forth in the Declaration of Condominium for Abbey Glen Condominiums recorded in Book 2661, Page 649 of the Alamance County Register of Deeds and in Book 6834, Page 658 of the Guilford County Register of Deeds (herein "Declaration"); and

WHEREAS, the ASSOCIATION is the owner of certain real property designated as common elements as shown on the site plan entitled, "Faith Drive Culvert Crossing" prepared by Stoltzfus Engineering, Inc. and their successors and assigns ("Design Engineers"), dated February 28, 2013, as revised, a copy of which is attached hereto as Exhibit "A", hereinafter called the "PLAN", which exhibit is expressly made a part hereof, as approved by the TOWN and provides for a stream crossing connecting Faith Drive within the confines of the development which components hereinafter are referred to as the "FACILITIES"; and

WHEREAS, DEVELOPER will construct a stream crossing on the Property; and

WHEREAS, the TOWN and the ASSOCIATION, and its successors and assigns, agree that the health, safety, and welfare of the residents of Gibsonville, North Carolina, requires that on-site stream crossing FACILITIES be constructed by the DEVELOPER and maintained by the ASSOCIATION, its successors and/or assigns on the Property; and

WHEREAS, the on-site stream crossing FACILITIES shall be constructed by DEVELOPER in accordance with the plans and specifications identified in the PLAN. The DEVELOPER shall be responsible for maintenance of the FACILITIES until the construction is complete and the FACILITIES are determined to be in compliance with the PLAN as determined by the Town's Engineer in conjunction with the Design Engineers (Stoltzfus Engineering, Inc., their successors and assigns). This Agreement specifically relates to the Faith Drive Stream Crossing as identified on said PLAN; and

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the Parties hereto agree as follows:

1. The on-site stream crossing FACILITIES shall be constructed by DEVELOPER in accordance with the plans and specifications identified in the PLAN. The DEVELOPER shall be responsible for maintenance of the FACILITIES until the construction is complete and the FACILITIES are determined to be in compliance with the PLAN as determined by the Town's

Engineer in conjunction with the Design Engineer. This Agreement specifically relates to the Faith Drive Stream Crossing as identified on said PLAN.

2. The ASSOCIATION, its successors and assigns, shall adequately maintain the stream crossing FACILITIES in accordance with the approved PLAN as determined by Town's Engineer. The FACILITIES include the culvert and all structures, improvements, and vegetation provided to maintain the stream crossing. Adequate maintenance is herein defined as good working condition so that these FACILITIES are performing the design functions as depicted and/or stated in the PLAN as determined by the Town's Flood Plain Administrator.

3. The ASSOCIATION, and its successors and assigns, shall pay for and have the stream crossing inspected every two (2) years by a licensed engineering professional acting in his area of expertise and shall submit an annual inspection report to the TOWN. The inspection report shall be due annually thirty (30) days from the date of the final stream crossing construction inspection. The purpose of the inspection is to assure safe and proper functioning of the FACILITIES. The inspection shall cover FACILITIES, including, but not limited to, the berms, culvert structure and access road. Deficiencies shall be noted in the inspection report.

4. The ASSOCIATION, and its successors and assigns, hereby grants permission to the TOWN, its authorized agents and employees, to enter upon the Property and to inspect the stream crossing FACILITIES whenever the TOWN deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints, if any. The TOWN shall provide the ASSOCIATION, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. Before the TOWN shall approve the completed facility, the ASSOCIATION, its successors and/or assigns, shall furnish the TOWN with a financial guarantee insuring future maintenance, operation, and repair, in compliance with all State and Federal Regulations of the stream crossing. The financial guarantee shall be in the form of a pledge of a certificate of deposit account held in the name of the ASSOCIATION, it's successors and/or assigns, securing the TOWN through an Assignment and Security and Control Agreement, said agreement to be provided by the TOWN pursuant to the estimate of demolition costs which shall be reviewed and updated every five (5) years utilizing the "Engineering News And Record Construction Index" to determine any potential increase in demolition costs which shall be spread over the subsequent five (5) year period and paid by the Association. The amount of guarantee shall be 125% of the total cost of demolishing the stream crossing based on estimates given at the time of this Agreement. The estimate for demolition costs at this time is Thirty Thousand Nine Hundred Ninety Three Dollars (\$30,993.00) with the total guarantee equaling Thirty Eight Thousand Seven Hundred Forty One Dollars and Twenty Five Cents (\$38,741.25). This guarantee amount shall be paid by the DEVELOPER on behalf of the ASSOCIATION as follows: one-half (1/2) of the guarantee will be paid upon completion of the FACILITIES, in the amount of Nineteen Thousand Three Hundred Seventy Dollars and Sixty Three Cents (\$19,370.63), and one-half (1/2) of the guarantee will be paid over a period of five (5) years with five (5) equal payments of Three Thousand Eight Hundred Seventy Four Dollars and Thirteen Cents (\$3,874.13) being deposited into the certificate of deposit account on an annual basis, which deposits shall be

guaranteed by the "Association", it's successors and/or assigns, in the event of default or dissolution by the "Developer".

6. The initial duration of the financial guarantee shall be for twenty (20) years, with review and update as to costs of demolition every five (5) years. At the end of that period, the TOWN may extend such periods of guarantee as the TOWN deems appropriate by giving the ASSOCIATION at least sixty (60) days' notice prior to the expiration of the guarantee period. The financial guarantee may be dissolved at any time by mutual agreement, between the TOWN and the ASSOCIATION, when the need for such guarantee no longer exists. Any funds paid by the DEVELOPER remaining from such guarantee will be returned to and owned by the DEVELOPER, its successors or assigns. ASSOCIATION specifically waives any and all rights to receive or retain any unused funds paid by the DEVELOPER relating to the financial guarantee with the ASSOCIATION reserving the right to retain any funds contributed by the ASSOCIATION. DEVELOPER shall have no further responsibilities to the TOWN or the ASSOCIATION other than as specifically set forth in this Agreement.

7. The DEVELOPER, its successors and assigns, shall complete, submit and have approved by the Federal Emergency Management Agency ("FEMA") a Letter of Map Revision ("LOMR") that includes modeling to reflect updated site conditions after the installation of the stream crossing within a timely manner not to exceed six months following the approval of public use of the FACILITIES.

8. In the event the ASSOCIATION, its successors and assigns, fails to maintain the stream crossing FACILITIES in good working condition acceptable to the TOWN in accordance with the PLAN and as determined by the Town Engineer acting in his field of expertise or that maintenance and repairs are not being made as required or that any action is not being done in accordance with this Agreement, the TOWN shall give the ASSOCIATION at least thirty (30) days' notice of any needed repairs. The ASSOCIATION shall be given a reasonable time from the date of the notice, not less than thirty (30) days, to correct such deficiencies unless the repairs are of a type that cannot be fixed within thirty (30) days wherein additional time shall be provided to the ASSOCIATION by the TOWN. Should the ASSOCIATION fail to act in a timely manner, or otherwise fail to correct the deficiencies, the TOWN may institute an appropriate action to obtain compliance. In addition, the TOWN may declare the ASSOCIATION in default of this Agreement and the financial guarantee and use part or all of such guarantee funds to correct the deficiencies and may assume actual operation and maintenance of the FACILITIES. Such action does not release the ASSOCIATION from liability/responsibility for the deficiencies, nor release the ASSOCIATION from this Agreement. Likewise, default of this Agreement and failure to correct such deficiencies does not prevent the TOWN from taking action against the responsible entity to recover the cost of such actions to correct the deficiencies, which shall include reasonable attorney's fees.

9. For the Faith Drive stream crossing FACILITIES which are to be or are owned and maintained by the ASSOCIATION, it's successors and/or assigns, then the Association also agrees to the following provisions:

- (a) Acknowledgment that the ASSOCIATION, its successors and/or assigns, shall continuously operate and maintain the approved stream crossing FACILITIES;
- (b) Establish an adequate funding plan to facilitate spending for future sediment removal, structural, biological or vegetative replacement, major repair, demolition, reconstruction of facility as shown on site plan or any other needed maintenance or repairs;
- (c) Granting to the TOWN a right of entry to inspect, monitor, maintain, repair, or demolish and reconstruct the stream crossing FACILITIES pursuant to the provisions of Paragraph 1; and
- (d) Allow the TOWN to recover from the ASSOCIATION, its successors and/or assigns, any and all reasonable costs the TOWN may expend to maintain, demolish or repair the stream crossing FACILITIES or to correct any operational deficiencies as a result of default by the ASSOCIATION, its successors and/or assigns. Failure to pay to the TOWN all of its reasonable expended costs relative to this agreement, after sixty (60) days written notice, shall constitute a breach of the Agreement. The TOWN shall thereafter be entitled to bring an action against the ASSOCIATION, its successors and/or assigns for reimbursement which shall include a reasonable attorney's fee.

10. The ASSOCIATION, its successors and assigns, will perform the work necessary to keep these FACILITIES in good working order in accordance with the PLAN as determined by the Town's Engineer operating in his field of expertise. As appropriate, in the event a maintenance schedule for the stream crossing FACILITIES is outlined by a licensed engineer of the ASSOCIATION and/or the TOWN, the ASSOCIATION will follow such schedule upon reasonable notice to do so.

11. In the event the TOWN, pursuant to this Agreement and after thirty (30) days' notice to the ASSOCIATION, its successors and/or assigns, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like relating to the obligations set out in this Agreement, the ASSOCIATION, its successors and assigns, shall reimburse the TOWN upon demand, within sixty (60) days of receipt thereof for all reasonable actual costs incurred by the TOWN hereunder.

12. This Agreement shall be recorded among the land records of Alamance County and Guilford County, North Carolina, and shall constitute a covenant running with the land, and shall be binding on the ASSOCIATION, its successors and/or assigns, or the DEVELOPER prior to completion of the FACILITIES for public use, and their administrators, executors, assigns, and any other successors in interests.

13. This Agreement shall be governed by the laws of the State of North Carolina.

14. The Parties agree that, upon a request of the other Party, they will execute and deliver such further documents, including but not limited to, a collateral assignment of certificate of deposit, and undertake such further actions as may be reasonably required to effect any of the agreements and covenants contained in this Agreement.

15. Each Party shall bear its own costs, expenses and attorneys' fees incurred in connection with the drafting and execution of this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. (See Exhibit "B")

16. It is agreed between the Parties hereto that the terms and conditions of this Agreement, together with any promises herein made, shall survive this Agreement and if any Party shall breach the terms and conditions of this Agreement, the other Parties shall have the right of enforcement of the terms herein set forth, and if successful in the enforcement of this Agreement, the prevailing Party(ies) shall be entitled to reasonable attorneys' fees and costs as determined by the Court.

17. This Agreement may be executed in duplicate originals.

18. The DEVELOPER shall provide to the ASSOCIATION, its successors and/or assigns, a one (1) year warranty, dated from the completion of the FACILITIES, for the FACILITIES and shall assign to the ASSOCIATION, its successors and/or assigns, any warranties extended to the DEVELOPER by the manufacturer related to the FACILITIES.

19. The DEVELOPER shall keep the construction area clean of all debris and free of unsafe conditions for the period of construction. The FACILITIES will be dedicated as Common Area on a plat which shall be recorded in Alamance and Guilford Counties once the same are completed.

20. The DEVELOPER shall ensure compliance with all state, federal and local laws and ordinances during construction until the FACILITIES are completed and are conveyed to the ASSOCIATION, its successors and/or assigns, as common elements.

[SIGNATURES FOLLOW ON SUCCEEDING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

ABBEY GLEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.

By: *Dale Adkins, President*
Dale Adkins, President

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I, a Notary Public of said State and County, do hereby certify that, DALE ADKINS, personally came before me this day and acknowledged that he is President of Abbey Glen Condominiums Homeowners' Association, Inc., and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the <-3 day of May, 2015.

Jennifer L. Bogacki
Notary Public
My commission expires: 3-15-19

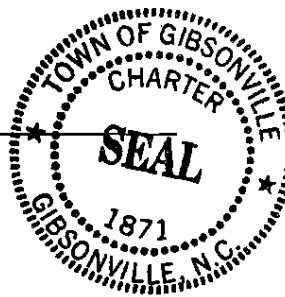
JENNIFER L. BOGACKI
notary public
GUILFORD CO. *no*

TOWN OF GIBSONVILLE, A NORTH CAROLINA MUNICIPAL CORPORATION

BY: ft. Benjamin Baxley
R. Benjamin Bflxley, Town Manager \)

ATTEST: 12/?

BY: Laurie Yarbrough
Laurie Yarbrough, Town Clerk

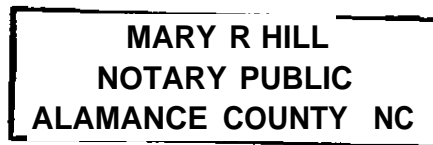


STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I, a Notary Public of said State and County, do hereby certify that, Laurie Yarbrough, personally came before me this day and acknowledged that she is the Town Clerk, duly appointed by the Gibsonville Board of Alderman, and that authority duly given and as an act of the Town of Gibsonville, the foregoing instrument was signed by the Town Manager in its name, sealed with its Corporate seal, and attested to by her as the Town Clerk.

Witness my hand and official seal, this the 12th day of June, 2015,

Mary R. Hill
Notary Public
My commission expires: July 1, 2017



Approved as to Form: Douglas R. Hoy, Town Attorney

By: Douglas R. Hoy
Douglas R. Hoy & U

ABBEY GLEN CONDOMINIUMS, LLC

By: *Duane L Cathell*
Duane Cathell, Member-Manager

STATE OF NORTH CAROLINA, COUNTY OF *Alamance*

I, a Notary Public of said State and County, do hereby certify that, *Duane L Cathell* personally came before me this day and acknowledged that he is a Manager of Abbey Glen Condominiums, LLC., and that he, as Manager, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the *17th* day of *July*, 2015.

Stephen L. Lepore
Notary Public
My commission expires: *12-9-2016*



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PROJ. NO: 2036-01	REF. NO: 11-023

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MAILTO: SCOTT LAND SURVEYING, INC 138 WEST MOUNTAIN STREET, KERNERSVILLE, NC 27284

Book 16 Pg 38

CERTIFICATE OF ACCURACY

1. STEWART W. SCOTT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 6759 PG. 1320 AND D.B. 2599 PG. 663), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY THAT THESE PLATS AND PLANS ACCURATELY DEPICT THE LEGAL BOUNDARIES OF THE UNITS AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN THE CONDOMINIUM, RELATIVE TO THOSE BOUNDARIES. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF FEBRUARY, 2021 AD.



Stewart W. Scott
PROFESSIONAL LAND SURVEYOR
L-3951
REGISTRATION NUMBER

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT HERON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE TOWN OF GIBSONVILLE, NC.

SIGNED: Ben Boxley 2/17/21
PLANNING BOARD CHAIRMAN DATE

SIGNED: Ben Boxley 02/16/2021
TOWN MANAGER DATE

SIGNED: Jeff L. Thigpen 02/16/2021
MAYOR DATE

BK: C 16
PG: 38-38
RECORDED:
03-11-2021
01:58:53 PM
BY: KELLY SALO
DEPUTY-GB



2021018052
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$21.00

R.O.W. CURVE TABLE			
CURVE	CHORD BEARING	CHORD DISTANCE	RADIUS
C1	N80°38'14"E	21.64	33.50
02	S74°43'03"W	102.46	229.00
C3	N75°31'16"E	84.43	201.00
04	N57°55'31"E	38.33	201.00
05	N26°36'04"E	29.65	34.00
06	N34°52'27"W	56.50	48.50
07	S80°58'41"W	32.47	34.00
08	N57°55'31"E	43.67	229.00
09	N75°31'16"E	96.19	229.00
C10	S74°43'03"W	89.93	201.00
C11	S42°54'10"W	21.69	33.50

R.O.W. LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°14'44"W	42.01
L2	N6°47'24"E	49.70
L3	N87°38'42"E	135.85
L4	N63°23'50"E	367.26
L5	N52°27'12"E	154.04
L6	S52°27'12"W	149.56
L7	S63°23'50"W	367.26
L8	S87°38'42"W	135.85
L9	S61°47'24"W	49.64

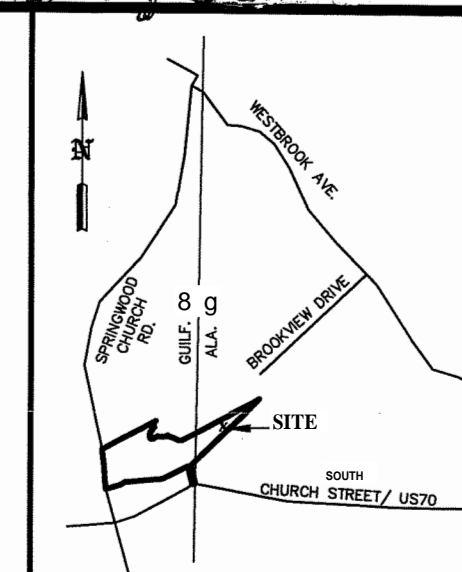
ASHLEY WOODS SUBDIVISION

SECTION III, PHASE 1

P.B. 72 PG. 246

EXISTING ABBEY GLEN CONDOMINIUMS

REF: P.B. 75 PG. 96—ALAMANCE
P.B. 75 PG. 137—ALAMANCE
P.B. 75 PG. 160—ALAMANCE
P.B. 75 PG. 220—ALAMANCE



VICINITY MAP
1"=2000'

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE OUR FREE ACT AND DEED HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS AND EASEMENTS FOREVER ALL AREA SO SHOWN OR INDICATED ON SAID PLAT AND AUTHORIZE(S) THE TOWN OF GIBSONVILLE TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD AND FORSYTH COUNTIES, N.C.

Brandon Parker
ABBAY GLEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

2/15/21
DATE

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Brandon Parker, REVIEW OFFICER OF GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Brandon Parker 2-17-2021
REVIEW OFFICER DATE

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Brandon Parker, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Brandon Parker 2-17-2021
REVIEW OFFICER DATE

CERTIFICATE STATING NO APPROVAL IS REQUIRED BY DIVISION OF HIGHWAYS OF THE N.C.D.O.T.:

THIS PLAT DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN G.S. 136-102.6, SUBSECTION (G).

SIGNED: Brandon Parker 2-17-2021
PLANNING DIRECTOR DATE

NOTES:

THE SOLE PURPOSE OF THIS PLAT IS TO DEDICATE R.O.W. AS SHOWN TO THE TOWN OF GIBSONVILLE, NC. NOTHING SHOWN HEREON IS TO CONTRADICT PREVIOUSLY RECORDED PLATS.

AREA COMPUTED BY D.M.D. METHOD.

RATIO OF PRECISION IS 1:10,000+.

THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH. THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS MAP IS SUBJECT TO ANY AND ALL R.O.W.'S, AGREEMENTS AND EASEMENTS WHICH WERE NOT VISIBLE OR APPARENT AT THE TIME OF SURVEY.

EXTERNAL BOUNDARY LINES OF CONDOMINIUM DEVELOPMENT SHOWN AS DASHED AND COMPUTED GRID TIE DERIVED FROM ANAL PLAT BY FLEMING ENGINEERING, INC., GUILFORD C.P.B. 15 PG. 30 AND WERE NOT SURVEYED BY SCOTT LAND SURVEYING, INC.

TOWN OF GIBSONVILLE PUBLIC WATER AND SANITARY SEWER EASEMENT TO BE CENTERED OVER ALL SERVICE TAPS INCLUDING 5' BEHIND AND TO EACH SIDE OF THE WATER METERS, HYDRANTS, SEWER CLEANOUTS AND WATER BLOW OFF VALVES.

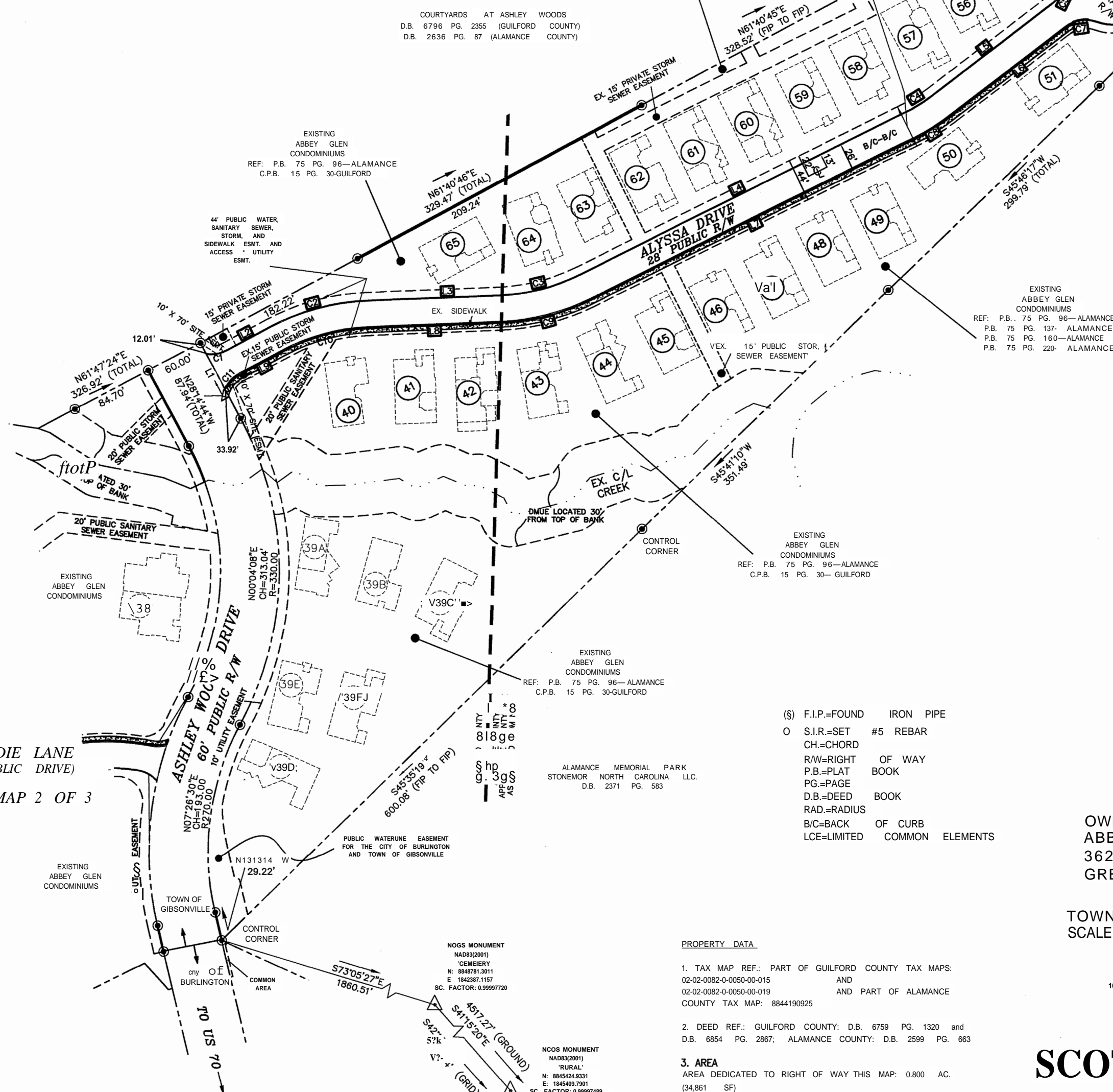
ALL AREAS DESIGNATED AS COMMON ELEMENTS OR COMMON AREA SHALL BE UNDER THE CONTROL OF THE HOMEOWNER'S ASSOCIATION.

TOWN OF GIBSONVILLE SHALL NOT BE RESPONSIBLE FOR OR MAINTAIN PRIVATE WATER AND IRRIGATION UNES LOCATED WITHIN PUBLIC RIGHT OF WAYS OR PUBLIC EASEMENTS THAT ARE SHOWN ON THIS PUT. PRIVATE WATER AND IRRIGATION UNES IN THE RIGHT-OF-WAY AND PUBLIC EASEMENTS TO BE MAINTAINED BY THE ABBEY GLEN CONDOMINIUMS HOMEOWNERS ASSOC., INC.

© SCOTT LAND SURVEYING, INC. 2021 ALL RIGHTS RESERVED.

SADIE LANE
(PUBLIC DRIVE)

SEE MAP 2 OF 3



FINAL PLAT ABBAY GLEN CONDOMINIUMS RIGHT OF WAY DEDICATION PLAT MAP 3 OF 3

TOTAL AREA IN R.O.W. DEDICATED
0.800 ACRES (THIS SHEET)

OWNER:
ABBAY GLEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.
3623 NORTH ELM ST, SUITE 200
GREENSBORO, NC, 27455 (336) 378-1899

TOWNSHIP: ROCK CREEK/BOONE STA. GUILFORD CO./ALAMANCE CO.
SCALE: 1"=100' NORTH CAROLINA

DATE: 02/15/2021



SCOTT LAND SURVEYING, INC.

STEWART W. SCOTT, PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA L-3951, C-2457 138 WEST MOUNTAIN STREET
KERNERSVILLE, NC 27284 (336) 992-4545 FAX (336) 993-5826

DRAWN BY: SWS
PROJ. NO.: ABBAY GLEN

DRAWING FILE: ABBAY GLEN.DWG
REF. NO.:

PROPERTY DATA

1. TAX MAP REF.: PART OF GUILFORD COUNTY TAX MAPS:
02-02-0082-0-0050-00-015 AND
02-02-0082-0-0050-00-019 AND PART OF ALAMANCE
COUNTY TAX MAP: 8844190925

2. DEED REF.: GUILFORD COUNTY: D.B. 6759 PG. 1320 and
D.B. 6854 PG. 2867; ALAMANCE COUNTY: D.B. 2599 PG. 663

3. AREA
AREA DEDICATED TO RIGHT OF WAY THIS MAP: 0.800 AC.
(34.861 SF)

(S) F.I.P.=FOUND IRON PIPE
O S.I.R.=SET #5 REBAR
CH=CHORD
R/W=RIGHT OF WAY
P.B.=PLAT BOOK
PG.=PAGE BOOK
D.B.=DEED BOOK
RAD.=RADIUS
B/C=BACK OF CURB
LCE=LIMITED COMMON ELEMENTS

NOGS MONUMENT
NAD83(2011)
CEMTERY
N: 8848781.3011
E: 1842387.1157
SC. FACTOR: 0.9999720

NCOS MONUMENT
NAD83(2011)
TIERIAL
N: 8845424.9331
E: 1845483.7901
SC. FACTOR: 0.99997499

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CERTIFICATE OF ACCURACY

I, STEWART W. SCOTT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 6759 PG. 1320 AND D.B. 2599 PG. 663), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY THAT THESE PLATS AND PLANS ACCURATELY DEPICT THE LEGAL BOUNDARIES OF THE UNITS AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN THE CONDOMINIUM, RELATIVE TO THOSE BOUNDARIES. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF FEBRUARY, 2021 A.D.



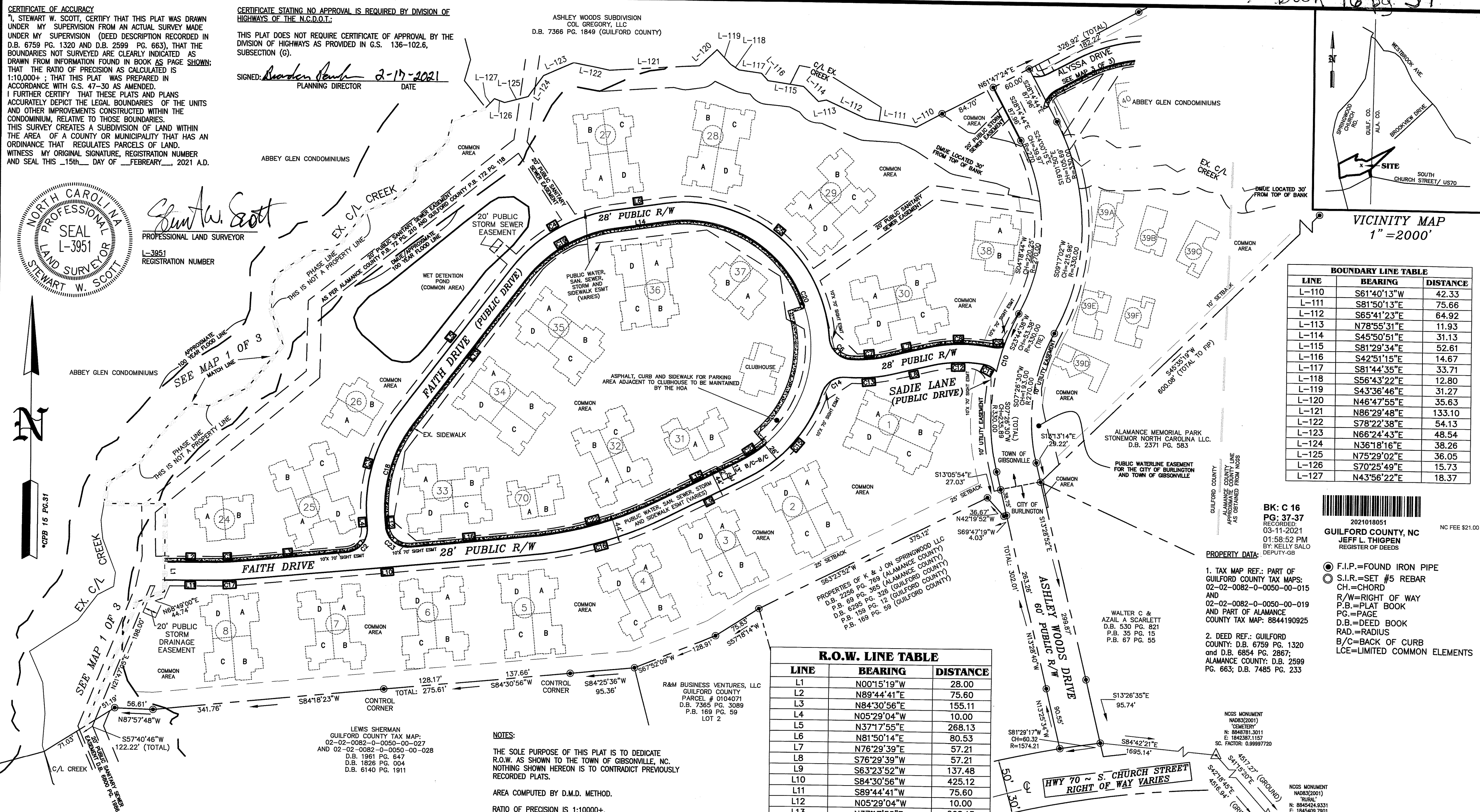
Stewart W. Scott
PROFESSIONAL LAND SURVEYOR
L-3951
REGISTRATION NUMBER

CERTIFICATE STATING NO APPROVAL IS REQUIRED BY DIVISION OF HIGHWAYS OF THE N.C.D.O.T.

THIS PLAT DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN G.S. 136-102.6, SUBSECTION (G).

SIGNED: *Brandon Parker* 2-17-2021
PLANNING DIRECTOR DATE

ASHLEY WOODS SUBDIVISION
COL. GREGORY, LLC
D.B. 7366 PG. 1849 (GUILFORD COUNTY)



LINE	BEARING	DISTANCE
L-110	S61°40'13"W	42.33
L-111	S81°50'13"E	75.66
L-112	S65°41'23"E	64.92
L-113	N78°55'31"E	11.93
L-114	S45°50'51"E	31.13
L-115	S81°29'34"E	52.61
L-116	S42°51'15"E	14.67
L-117	S81°44'35"E	33.71
L-118	S56°43'22"E	12.80
L-119	S43°36'46"E	31.27
L-120	N46°47'55"E	35.63
L-121	N86°29'48"E	133.10
L-122	S78°22'38"E	54.13
L-123	N66°24'43"E	48.54
L-124	N36°18'16"E	38.26
L-125	N75°29'02"E	36.05
L-126	S70°25'49"E	15.73
L-127	N43°56'22"E	18.37

BK: C 16
PG: 37-37
RECORDED:
03-11-2021
01:58:52 PM
BY: KELLY SALO
DEPUTY-SG

2021018051
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$21.00

PROPERTY DATA:

- TAX MAP REF.: PART OF GUILFORD COUNTY TAX MAPS: 02-02-0082-0-0050-00-015 AND 02-02-0082-0-0050-00-019 AND PART OF ALAMANCE COUNTY TAX MAP: 8844190925
- DEED REF.: GUILFORD COUNTY: D.B. 6759 PG. 1320 and D.B. 6854 PG. 2867; ALAMANCE COUNTY: D.B. 2599 PG. 663; D.B. 7485 PG. 233

- F.I.P.=FOUND IRON PIPE
- S.I.R.=SET #5 REBAR
- CH.=CHORD
- R/W=RIGHT OF WAY
- P.B.=PLAT BOOK
- PG.=PAGE
- D.B.=DEED BOOK
- RAD.=RADIUS
- B/C=BACK OF CURB
- LCE=LIMITED COMMON ELEMENTS

LINE	BEARING	DISTANCE
L1	N00°15'19"W	28.00
L2	N89°44'41"E	75.60
L3	N84°30'56"E	155.11
L4	N05°29'04"W	10.00
L5	N37°17'55"E	268.13
L6	N81°50'14"E	80.53
L7	N76°29'39"E	57.21
L8	S76°29'39"W	57.21
L9	S63°23'52"W	137.48
L10	S84°30'56"W	425.12
L11	S89°44'41"W	75.60
L12	N05°29'04"W	10.00
L13	N37°17'55"E	268.13
L14	N81°50'14"E	80.53
L15	S63°23'52"W	137.48
L16	S84°30'56"W	175.02

CURVE	CHORD BEARING	CHORD DISTANCE	RADIUS
C1	N87°07'48"E	37.50	411.00
C2	N39°30'56"E	47.38	33.50
C3	N15°54'26"E	167.05	229.00
C4	N59°34'05"E	173.56	229.00
C5	S51°12'07"E	312.82	214.00
C6	S45°49'21"E	44.47	33.50
C7	N84°32'43"E	56.30	201.00
C8	N88°48'27"E	97.67	229.00
C9	N87°22'51"E	15.91	33.50
C10	S15°44'27"W	38.73	330.00
C11	N61°50'07"W	22.56	33.50
C12	S87°29'30"W	76.69	201.00
C13	S85°18'52"W	70.23	229.00
C14	S56°01'53"W	41.34	33.50
C15	S40°39'46"W	165.41	214.00
C16	S73°57'24"W	206.70	564.00
C17	S87°07'48"W	40.05	439.00
C18	N15°54'26"E	146.63	201.00
C19	N59°34'05"E	152.34	201.00
C20	S23°36'30"E	358.56	186.00
C21	S57°10'19"W	40.34	186.00
C22	S73°57'24"W	196.44	536.00
C23	N50°29'04"W	47.38	33.50

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLMENT TO BE OUR FREE ACT AND DEED HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS AND EASEMENTS FOREVER ALL AREA SO SHOWN OR INDICATED ON SAID PLAT AND AUTHORIZE(S) THE TOWN OF GIBSONVILLE TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD AND FORSYTH COUNTIES, N.C.

Ben Baxley
ABBEY GLEN CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

2/15/21
DATE

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, *Brandon Parker*, REVIEW OFFICER OF GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Brandon Parker 2-17-2021
REVIEW OFFICER DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT HERON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION REGULATIONS FOR THE TOWN OF GIBSONVILLE, NC.

SIGNED: *Ben Baxley* 2/17/21
PLANNING BOARD CHAIRMAN DATE

SIGNED: *Ben Baxley* 02/16/2021
TOWN MANAGER DATE

SIGNED: *Amelia Miller* 02/16/2021
MAYOR DATE

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, *Brandon Parker*, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Brandon Parker 2-17-2021
REVIEW OFFICER DATE

NOTES:

THE SOLE PURPOSE OF THIS PLAT IS TO DEDICATE R.O.W. AS SHOWN TO THE TOWN OF GIBSONVILLE, NC. NOTHING SHOWN HEREON IS TO CONTRADICT PREVIOUSLY RECORDED PLATS.

AREA COMPUTED BY D.M.D. METHOD.

RATIO OF PRECISION IS 1:10000+.

THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS MAP IS SUBJECT TO ANY AND ALL R.O.W.'S, AGREEMENTS AND EASEMENTS WHICH WERE NOT VISIBLE OR APPARENT AT THE TIME OF SURVEY.

COMPUTED GRID TIE DERIVED FROM FINAL PLAT BY FLEMING ENGINEERING, INC., GUILFORD C.P.B. 15 PG. 31 AND WAS NOT SURVEYED BY SCOTT LAND SURVEYING, INC.

EXTERNAL BOUNDARY LINES OF CONDOMINIUM DEVELOPMENT SHOWN AS DASHED AND COMPUTED GRID TIE DERIVED FROM FINAL PLAT BY FLEMING ENGINEERING, INC., GUILFORD C.P.B. 15 PG. 31 AND WERE NOT SURVEYED BY SCOTT LAND SURVEYING, INC.

TOWN OF GIBSONVILLE PUBLIC WATER AND SANITARY SEWER EASEMENT TO BE CENTERED OVER ALL SERVICE TAPS INCLUDING 5' BEHIND AND TO EACH SIDE OF THE WATER METERS, HYDRANTS, SEWER CLEANOUTS AND WATER BLOW OFF VALVES.

ALL AREAS DESIGNATED AS COMMON ELEMENTS OR COMMON AREA SHALL BE UNDER THE CONTROL OF THE HOMEOWNER'S ASSOCIATION.

TOWN OF GIBSONVILLE SHALL NOT BE RESPONSIBLE FOR OR MAINTAIN PRIVATE WATER AND IRRIGATION LINES LOCATED WITHIN PUBLIC RIGHT OF WAYS OR PUBLIC EASEMENTS THAT ARE SHOWN ON THIS PLAT. PRIVATE WATER AND IRRIGATION LINES IN THE RIGHT-OF-WAY AND PUBLIC EASEMENTS TO BE MAINTAINED BY THE ABBEY GLEN CONDOMINIUMS HOMEOWNERS ASSOC., INC.

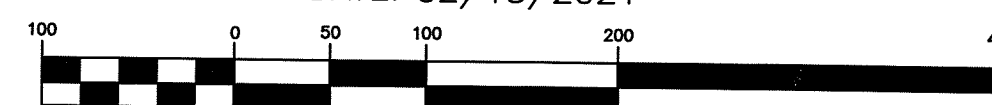
FINAL PLAT ABBEY GLEN CONDOMINIUMS RIGHT OF WAY DEDICATION PLAT MAP 2 OF 3

TOTAL AREA IN R.O.W. DEDICATED
1.575 ACRES (THIS SHEET)

OWNER:
ABBEY GLEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.
3623 NORTH ELM ST, SUITE 200
GREENSBORO, NC, 27455 (336) 378-1899

TOWNSHIP: ROCK CREEK/BOONE STA. GUILFORD CO./ALAMANCE CO.
SCALE: 1"=100'

DATE: 02/15/2021



SCOTT LAND SURVEYING, INC.

STEWART W. SCOTT, PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA L-3951, C-2457 138 WEST MOUNTAIN STREET
KERNERSVILLE, NC 27284 (336) 992-4545 FAX (336) 993-5826

DRAWN BY: SWS
PROJ. NO.: ABBEY GLEN
DRAWING FILE: ABBEY GLEN.DWG
REF. NO.:

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MAJOR TO: SCOTT LAND SURVEYING, INC 138 WEST MOUNTAIN STREET, KERNERSVILLE, NC 27284

CERTIFICATE OF ACCURACY

I, STEWART W. SCOTT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 6759 PG. 1320 AND D.B. 2599 PG. 663), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY THAT THESE PLATS AND PLANS ACCURATELY DEPICT THE LEGAL BOUNDARIES OF THE UNITS AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN THE CONDOMINIUM, RELATIVE TO THOSE BOUNDARIES. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF FEBRUARY, 2021 A.D.



Stewart W. Scott
PROFESSIONAL LAND SURVEYOR

L-3951
REGISTRATION NUMBER

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT HERON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION REGULATIONS FOR THE TOWN OF GIBSON VILLE, NC

SIGNED: *BOA D-CHAI* DATE: *2/17/21*

SIGNED: *Ben Boxley* DATE: *02/16/2021*
TOWN MANAGER

SIGNED: *Richard Williams* DATE: *02/16/2021*
MAYOR

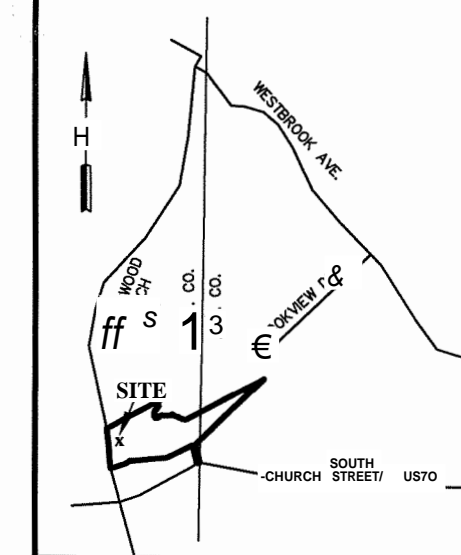
CERTIFICATE STATING NO APPROVAL IS REQUIRED BY DIVISION OF HIGHWAYS OF THE N.C.D.O.T.

THIS PLAT DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN G.S. 136-102.6, SUBSECTION (G).

SIGNED: *Brandon Borch* DATE: *2-17-2021*
PLANNING DIRECTOR

R.O.W. CURVE TABLE			
CURVE	CHORD BEARING	CHORD DISTANCE	RADIUS
C1	S85°01'13"E	17.71	33.50
C2	N70°45'45"E	62.13	201.00
C3	S83°49'13"E	128.51	114.00
C4	N85°29'00"E	47.38	33.50
C5	N16°33'02"E	27.59	34.00
C6	S43°12'38"E	56.78	48.50
C7	S70°43'19"W	34.25	34.00
C8	S20°06'50"W	171.25	246.00
C9	S45°15'19"E	47.38	33.50
C10	S80°01'18"W	11.32	33.50
C11	N45°15'19"W	87.51	48.50
C12	N09°28'04"E	11.32	33.50
C13	N20°06'50"E	190.74	274.00
C14	N04°31'00"W	47.38	33.50
C15	N83°49'13"W	96.95	86.00
C16	S7°09'29"W	75.22	229.00
C17	S67°57'51"W	14.86	33.50

R.O.W. LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07°11'34"W	35.70
L2	N61°52'20"E	277.42
L3	S49°31'00"E	4.64
L4	N40°29'00"E	251.87
L5	S40°29'00"W	572.98
L6	S00°15'19"E	44.64
L7	N89°44'41"E	234.86
L8	S00°15'19"E	28.00
L9	S89°44'41"W	225.23
L10	N00°15'19"W	35.02
L11	N40°29'00"E	236.72
L12	N49°31'00"W	4.65
L13	S67°52'20"W	277.42



VICINITY MAP
1"=2000'

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE OUR FREE ACT AND DEED HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS AND EASEMENTS FOREVER ALL AREA SO SHOWN OR INDICATED ON SAID PLAT AND AUTHORIZE(S) THE TOWN OF GIBSONVILLE TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD AND FORSYTH COUNTIES, N.C.

Lois C. Borch
ABBEY GLEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

DATE: *2/15/21*

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, *Brandon Borch*, review officer of GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *Brandon Borch* DATE: *2-17-2021*
REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, *Brandon Pm/AxxZ*, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *Brandon Borch* DATE: *2-17-2021*
REVIEW OFFICER

NOTES:

THE SOLE PURPOSE OF THIS PLAT IS TO DEDICATE R.O.W. AS SHOWN TO THE TOWN OF GIBSONVILLE, NC. NOTHING SHOWN HEREON IS TO CONTRADICT PREVIOUSLY RECORDED PLATS.

AREA COMPUTED BY D.M.D. METHOD.

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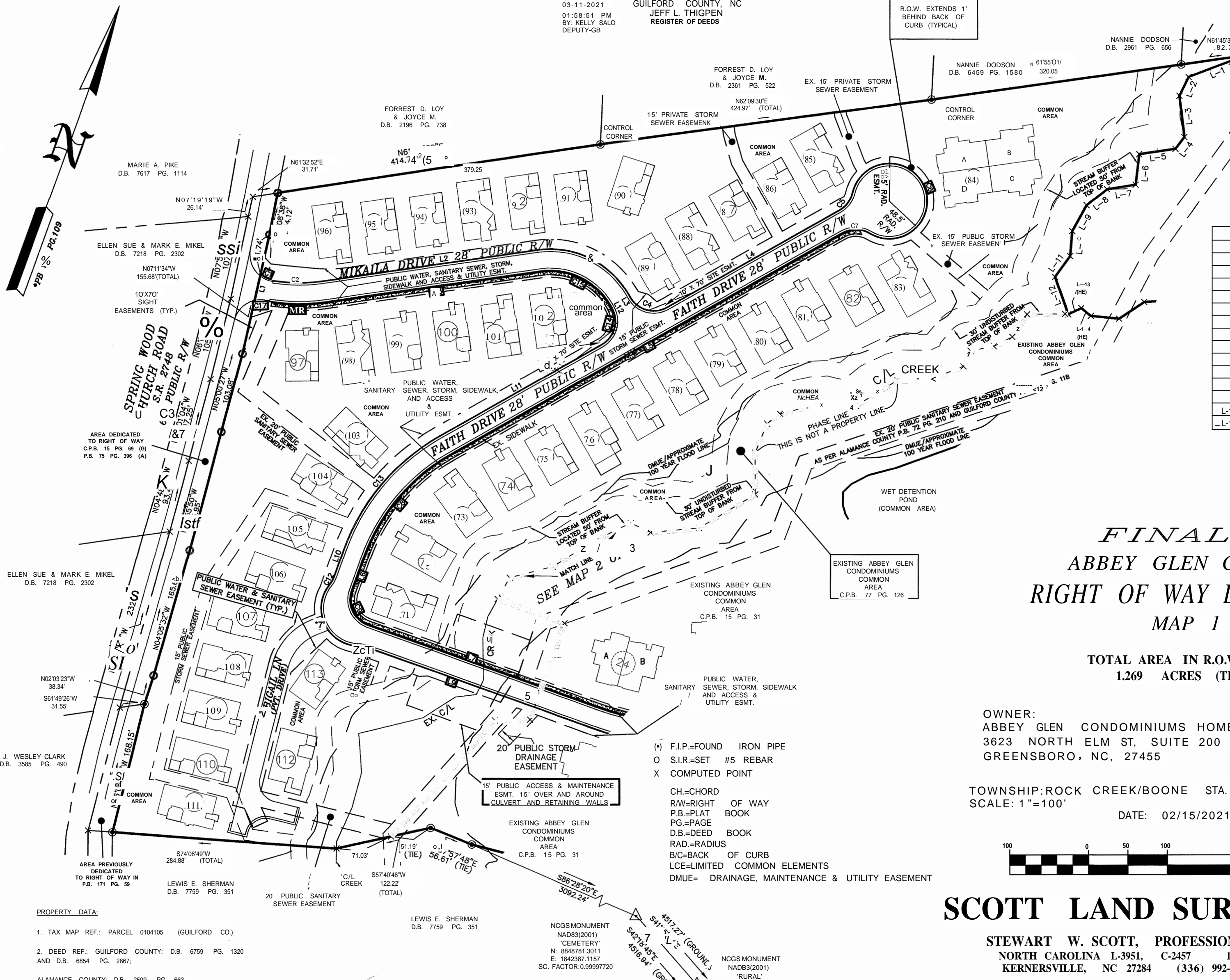
EXTERIOR BOUNDARY OF CONDOMINIUM DEVELOPMENT TAKEN FROM GUILFORD CO. P.B. 172 PG. 109 AND P.B. 171 PG. 59. INTERIOR EXISTING COMMON AREA ONES TAKEN FROM C.P.B. 15 PG. 31 AND WERE NOT SURVEYED BY SCOTT LAND SURVEYING, INC.

COMPUTED GRID TIE DERIVED FROM FINAL PLAT BY FLEMING ENGINEERING, INC., GUILFORD C.P.B. 15 PG. 31 AND WAS NOT SURVEYED BY SCOTT LAND SURVEYING, INC.

TOWN OF GIBSONVILLE PUBLIC WATER AND SANITARY SEWER EASEMENT TO BE CENTERED OVER ALL SERVICE TAPS INCLUDING 5' BEHIND AND TO EACH SIDE OF THE WATER METERS, HYDRANTS, SEWER CLEANOUTS AND WATER BLOW OFF VALVES.

ACCESS AND MAINTENANCE EASEMENT SHOWN FOR STREAM CROSSING CULVERT AND RETAINING WALLS, 15' OVER AND AROUND CULVERT AND RETAINING WALLS (TYP.)

TOWN OF GIBSONVILLE SHALL NOT BE RESPONSIBLE FOR OR MAINTAIN PRIVATE WATER AND IRRIGATION LINES LOCATED WITHIN PUBLIC RIGHT OF WAYS OR PUBLIC EASEMENTS THAT ARE SHOWN ON THIS PLAT. PRIVATE WATER AND IRRIGATION LINES IN THE RIGHT-OF-WAY AND PUBLIC EASEMENTS TO BE MAINTAINED BY THE ABBEY GLEN CONDOMINIUMS HOMEOWNERS ASSOC., INC.



BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S49°02'39"W	77.24
L-2	S05°41'17"W	26.54
L-3	S26°18'40"E	52.97
L-4	S17°23'33"W	18.74
L-5	S61°35'21"W	46.46
L-6	S13°17'54"E	38.99
L-7	S60°42'24"W	36.60
L-8	S31°44'06"W	33.17
L-9	S08°47'02"W	37.57
L-10	S15°14'32"E	31.86
L-11	S15°55'28"W	32.81
L-12	S38°59'17"E	50.70
L-13(TIE)	N43°56'22"E	18.37
L-14(TIE)	S70°25'49"E	15.73

FINAL PLAT
ABBEY GLEN CONDOMINIUMS
RIGHT OF WAY DEDICATION PLAT
MAP 1 OF 3

TOTAL AREA IN R.O.W. DEDICATED
1.269 ACRES (THIS SHEET)

OWNER:
ABBEY GLEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.
3623 NORTH ELM ST, SUITE 200
GREENSBORO, NC, 27455 (336) 378-1899

TOWNSHIP: ROCK CREEK/BOONE STA. GUILFORD CO./ALAMANCE CO.
SCALE: 1"=100' NORTH CAROLINA

DATE: 02/15/2021



SCOTT LAND SURVEYING, INC.

STEWART W. SCOTT, PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA L-3951, C-2457 138 WEST MOUNTAIN STREET
KERNERSVILLE, NC 27284 (336) 992-4545 FAX (336) 993-5826

DRAWN BY: SWS	DRAWING FILE: ABBEY_GLEN.DWG
PROJ. NO.: ABBEY GLEN	REF. NO.:

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