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DECLARATION OF

GLENHAVEN AT FIRETHORNE CONDOMINIUM

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Prepared by and afte

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DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM

THIS DECLARATION, made this 31st day of October, 1989, by SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership, ("Developer"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act").

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain real estate situated in the City of Charlotte, County of Mecklenburg, and State of North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

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

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

ARTICLE I.

Definitions

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

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

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

1.3. Association. Glenhaven at Firethorne Homeowners Association, Inc., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes.

1.4. Board. The Executive Board of the Association.

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

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

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

1.8. Condominium. The condominium created by this Declaration.

1.9. Declarant. Developer and (i) any other person who has executed this Declaration, or who hereafter executes an amendment to this Declaration except First Mortgagees and except persons whose interests in the Property will not be conveyed to Unit Owners, and (ii) any person who succeeds to any Special Declarant Rights as defined in Section 47C-1-103(23) of the Act.

1.10. Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the Units (including Units annexed by Supplemental Declaration) to Unit Owners other than a Declarant, or (iv) the date two (2) years after any development right to add new Units was last exercised by Declarant.

1.11. First Mortgage and First Mortgagee. A First Mortgage is a mortgage or deed of trust which has been recorded so as to give constructive notice thereof, and which is a first lien on the Units described therein. A First Mortgagee is the holder, from time to time, of a First Mortgage as shown by the records of the Office of the Register of Deeds for the county in which the First Mortgage is recorded, including the Federal National Mortgage Association and a purchaser at foreclosure sale upon foreclosure of a First Mortgage until expiration of the mortgagor's period of redemption. If there be more than one holder of a First Mortgage, they shall be considered as, and act as, one First Mortgagee for all purposes under this Declaration and the Bylaws.

1.12. Limited Common Elements. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of one but fewer than all of the Units, including, but not limited to, any deck, porch, balcony or patio appurtenant to a Unit.

1.13. Occupant. Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees.

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

1.15. Plans. The plans of the Condominium recorded with, and by the Act made a part of, this Declaration, as the same may hereafter be amended, and described on Exhibit C.

1.16. Plat. The survey plat depicting the Condominium and the location of the buildings on the Property recorded with, and by the Act made a part of, this Declaration, as the same may hereafter be amended, and described on Exhibit D.

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

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

1.19. Special Declarant Rights. The rights as defined in Section 47C-1-103(23) of the Act for the benefit of a Declarant, including as follows: to complete the improvements indicated on the Plans; to maintain sales offices, models and signs advertising the Condominium on the Property; to exercise any development right as defined in Section 47C-2-110 of the Act; to use easements over the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control Period; to make the Condominium part of a larger condominium; and to add Additional Real Estate. Declarant shall have no right to subdivide or convert Units owned by Declarant.

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

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

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the Unit, the undecorated surfaces of the ceiling fac interior of the Unit, and the topmost surfaces (subflooring, and include the decoration on all such in and topmost surfaces, including, without limitation, panelling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located.

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

ARTICLE II.

Submission of Property to the Act

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

2.2. Name. The Property shall hereafter be known as Glenhaven at Firethorne Condominium.

2.3. Division of Property into Separately Owned Units. Developer, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property into four (4) 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 Sections 47C-2-111, 47C-2-112 and 47C-2-113 of the Act.

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

2.6. Unit Allocations. The allocation to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses, is as stated on Exhibit E. The allocation of undivided interests in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that the square foot area of each Unit bears to the then aggregate square foot area of all Units. The votes in the Association

are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.

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

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

2.9. Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights.

ARTICLE III.

Additional Real Estate

3.1. Declarant's Right to Add Additional Real Estate. Declarant expressly reserves the right to add the Additional Real Estate to the Condominium. All or part of the Additional Real Estate identified and described on Exhibit A-1 may be added to the Condominium at different times, but no assurances are made in regard to the order in which such portions may be added. Declarant is not obligated to add any or all of the Additional Real Estate. The method of adding the Additional Real Estate to the Condominium shall be pursuant to Section 47C-2-110 of the Act.

3.2. Maximum Number of Additional Units; Units Restricted to Residential Use. The maximum number of additional Units that may be created within the Additional Real Estate is one hundred ninety-two (192) Units. All of such Units will be restricted exclusively to residential use and must be substantially completed prior to annexation.

3.3. Compatibility of Style, Etc.. Any buildings and Units that may be erected upon the Additional Real Estate or a portion thereof will be compatible with the other buildings and Units in the Condominium in terms of architectural style, quality of construction, principal materials employed in construction, and size.

3.4. Applicability of Restrictions, Etc.. All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of Units will apply to any and all

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additional Units that may be created within the Additional Real Estate.

3.5. Other Improvements and Common Elements. In addition to the buildings and Units that may be erected upon the Additional Real Estate or a portion thereof, the other improvements and Common Elements that may be made or created upon or within the Additional Real Estate or each portion thereof which may be added to the Condominium will be generally similar in quality and quantity to the Improvements and Common Elements located in the Condominium.

3.6. Applicability of Assurances to Additional Real Estate. The assurances made in this Article III will apply with respect to any Additional Real Estate that is added to the Condominium.

3.7. Allocation of Interest in Common Elements and Common Expenses. In the event the Declarant adds the Additional Real Estate to the Condominium, the percentage interest of each Unit Owner in the Common Elements and the Common Expenses will be determined by a ratio formula based on the relation that the square foot area of each Unit bears to the aggregate square foot area of all Units. The aggregate square foot area of all Units shall be the total square foot area of all Units in the Additional Real Estate being added to the Condominium plus the total square foot area of all Units in the preceding phase or phases of the Condominium.

ARTICLE IV

Easements

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

4.2. Easements Through Walls. Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair and replace any chutes, flues, ducts,

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vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.

4.3. Easements To Repair, Maintain, Restore and Reconstruct.

Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit or the Common Elements to inspect, repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

4.4. Easements for Utilities.

The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its Occupants.

4.5. 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 purpose.

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4.6 Easements for Pedestrian Access. The Executive Board of the Association may hereafter grant and accept, and Declarant hereby reserves unto itself, its successors and assigns, easements and other rights for the benefit of the Property and also for the benefit of all other adjacent or nearby land developed or to be developed as apartments, condominiums, townhouses for sale, or planned unit developments (whether under separate declaration(s) of condominium or separate declaration(s) of covenants, conditions, restrictions and easements) or otherwise, for the purpose of providing such benefits as shared recreational facilities and amenities, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Elements. Each Unit Owner hereby grants to the Executive Board and Declarant an irrevocable "durable" power of attorney (which shall survive incompetency) pursuant to Chapter 32A of the North Carolina General Statutes to execute, acknowledge and record for and in the name of each Unit Owner such instruments as may be necessary to effectuate the foregoing; provided, further, that the designation by Declarant on the Plans of an area dedicated for the use of any of the foregoing purposes in connection with the Property or in connection with any adjacent or other land of Declarant as hereinabove described, shall constitute the granting of such easement without the consent or joinder of any Unit Owner.

4.7 Easements To Run With Land. All easements and rights described in this Article IV are appurtenant easements running with the land, and except as otherwise expressly provided in this Article IV shall be non-exclusive and perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, the Association, Unit Owners, Occupants, First Mortgagees and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article IV, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE V.

Restrictions, Conditions and Covenants

5.1. Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and rules and regulations promulgated by the Board or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit

Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

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

5.3. Use Restricted; Use by Declarant.

(a) The Units shall be occupied and used by Unit Owners and Occupants for residential purposes only.

(b) No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any Unit Owner or Occupant on any part of the Condominium without the prior written consent of the Board.

(c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain sales offices and models for sales of Units throughout the Condominium. 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 three (3), 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 shall also have an easement to maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a Declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the Units have been conveyed to Unit Owners other than Declarant and shall repair or pay for the repair of all damage done by removal of such signs.

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

5.4. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without 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 in respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of (damage, abuse, or destruction) to or in his Unit or the Common Elements.

5.5. Alterations of Common Elements. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board.

5.6. Prohibition of Renting for Transient or Hotel Purposes. No Unit Owner shall rent his Unit for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either a rental for any period less than 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.

5.7. Pets. No pet shall be allowed in the Condominium, except as may be provided by the rules and regulations promulgated from time to time by the Board or the Association or in the Bylaws.

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

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

ARTICLE VI

Assessments

6.1. Assessment Liens. The Board has the power to levy assessments against the Units for Common Expenses. Such assessments shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

6.2. Personal Liability of Transferees; Statement; Liability of First Mortgagee.

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

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 6.2 of the Bylaws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

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

(d) Without releasing the transferor from any liability 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 a deed of trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above and the First Mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

6.3. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

ARTICLE VII.

Management, Maintenance, Repairs
Replacements, Alterations and Improvements

7.1. Common Elements.

(a) By the Association. The management, replacement, maintenance, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association, and, subject to the provisions of Section 7.2 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to Section 7.1(b) hereof. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

(b) By Unit 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.

7.2. Common Expenses Associated with Limited Common Elements or Benefitting Less Than All Units.

(a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.

(b) In addition, the Association may assess any Common Expense benefitting less than all of the Units against the Units benefitted in proportion to their Common Expense liability.

7.3. Units. Each Unit Owner shall maintain his Unit at all times in a good and clean condition, and repair and replace, at his expense, all portions of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its 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 of subrogation.

7.4. Waiver of Claims. Except only as provided in Section 7.5(a) and (b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit 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.

7.5. Right of Entry.

(a) By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous conditions or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 7.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

(b) By Unit Owners. Each Unit Owner and Occupant shall allow other Unit Owners and Occupants, and their representatives, to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, of the Unit Owner or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or Occupant whose Unit or Limited Common Element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 7.4, the person making such entry shall be responsible for repair of

any damage caused by such person to the entered Unit or Limited Common Element.

ARTICLE VIII.

Insurance

8.1. Casualty Insurance. The Association shall maintain, to the extent available, casualty insurance upon the Property in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for all Unit Owners and First Mortgagees as their interests may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to one hundred percent (100%) of the insurable value of the Property on a replacement cost basis exclusive of land, excavations, foundations and other items normally excluded from property policies, and shall insure against such risks and contain such provisions as the Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to Section 47C-3-113(h) of the Act.

8.2. Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects to the requirements of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the Condominium; and insure the Association, the Board, the manager, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units.

8.3. Fidelity Coverage. If available at reasonable cost, fidelity coverage shall be maintained by the Association in commercial blanket form covering each director and officer of the Association, any employee or agent of the Association and any other person handling or responsible for

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handling funds of the Association in the face amount of at least the greater of (i) one and one-half (1-1/2) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premium on such bonds shall be a Common Expense.

8.4. Insurance Unavailable. If the insurance described in Section 8.1, 8.2 or 8.3 is not reasonably available, the Association shall promptly cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

8.5. Other Insurance. The Association may procure such other insurance, including worker's compensation insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners. If at least one Unit is subject to mortgage financing, the Association shall obtain and keep in force such insurance as such mortgagee shall reasonably require from time to time.

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

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

ARTICLE IX.

Casualty Damage

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by a ninety percent (90%) vote, including one hundred percent (100%) approval of owners of Units not to be rebuilt or owners assigned to Limited Common Elements not to be rebuilt. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113(e) and (h) of the Act.

ARTICLE X.

Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be applied in accordance with Section 47C-1-107 of the Act.

ARTICLE XI.

Termination

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

ARTICLE XII.

Amendment

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Sections 47C-2-105 and 47C-2-117 of the Act, except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

ARTICLE XIII.

Rights of First Mortgagees;
VA, FNMA and FHLMC Provisions

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

13.1. Amendments during Declarant Control Period. Any amendments to this Declaration or to the Bylaws during the Declarant Control Period shall be subject to the prior approval of all First Mortgagees provided, however, that, if any First Mortgagee fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given by such First Mortgagee:

13.2. Availability of Condominium Documents, Books, Records and Financial Statements. The Association shall, upon request and during normal business hours, make available for inspection by Unit Owners and the First Mortgagees and the insurers and guarantors of a First Mortgage on any Unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the Condominium and the books, records and financial statements of the Association. The Association shall provide an audited financial statement for the preceding fiscal year if requested in writing by a First Mortgagee or insurer or guarantor of a First Mortgage. The Association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of Units, current copies of the Declaration, Bylaws, the Rules and Regulations governing the Condominium, and the most recent annual audited financial statement.

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

13.4. Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners and any aggrieved Unit Owner shall have a right of action against the Association for failure to comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, and decisions of the Association made pursuant to authority granted to the Association in this Declaration and the Bylaws.

13.5. Management and Other Agreements. Any management agreement between the Declarant or the Association and a professional manager or any other agreement providing for services of the developer, sponsor, builder or Declarant

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shall be terminable by either party thereto without cause and without payment of a termination fee upon not more than thirty (30) days' prior written notice and shall not exceed a term of three (3) years, subject to renewal by the consent of both parties.

13.6. Right of First Refusal. The right of a Unit Owner to sell, transfer, mortgage or otherwise convey his interest in his Unit shall not be subject to any right of first refusal.

13.7. Consent of First Mortgagees. This Section 13.7 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing. Any decision to terminate the Condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of Eligible Mortgage Holders, as defined in Section 13.9 hereof, representing at least 67% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act. Except for any amendment to the Declaration made for the purpose of adding Additional Real Estate, if any, to the Condominium in accordance with the provisions hereof, any amendment to the Declaration or Bylaws which materially changes any of the following shall require the prior written consent of Unit Owners holding at least 67% of the total votes in the Association and of Eligible Mortgage Holders representing at least 51% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act or hereunder:

- (a) voting rights;
- (b) assessments, assessment liens or the priority 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.

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

13.8. Consent of First Mortgagees or Unit Owners. This Section 13.8 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing. Unless First Mortgagees holding at least 66 2/3% of the votes allocated to First Mortgagees (except higher percentage as is required by law, of the First Mortgagees (based upon one vote for each First Mortgage owned) and Unit Owners (other than a Declarant) holding at least 66 2/3% of the total votes in the Association have given their prior written approval, or such greater requirements specified in the Act or hereunder have been satisfied, the Association shall not be entitled to:

- (a) by act or omission, seek or abandon or terminate the Condominium;
- (b) except in the case of addition of 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;

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(c) partition or subdivide any Unit;

(d) except in the case of any addition of Additional Real Estate, if any, pursuant to the provisions hereof, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any part of the Condominium (whether to Units or to Common Elements) for other than repair, replacement or reconstruction thereof subject to Article IX and Section 8.1 of Article VIII hereof.

13.9. Notice. Each First Mortgagee and each insurer or guarantor of a First Mortgage, upon written request stating its name and address and describing the Unit encumbered by the First Mortgage, held, insured or guaranteed, shall be entitled to timely written notification by the Association of (i) any proposed action which requires consent of a specified percentage of First Mortgagees; (ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its First Mortgage; (iii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the First Mortgagee held its First Mortgage or in the performance of any obligation under this Declaration or the Bylaws by said Unit Owner; or (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Each First Mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders shall be considered an "Eligible Mortgage Holder." Any Eligible Mortgage Holder who receives a written request by the Association, or any Unit Owner, by certified or registered mail, return receipt requested, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

13.10. Assessments. Assessments shall be due and payable in monthly installments. As provided in Article VI of the Bylaws and as legally required by Section 47C-3-115 of the Act, Declarant shall pay all accrued expenses of the Condominium until assessments are levied against the Units. An assessment shall be deemed levied against a Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of that Unit. Unit Owners shall have no obligation to pay monthly assessments until an

assessment is levied. Assessments will begin at such time as the Board elects.

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

13.12. Additional Real Estate; Consent of Administrator; Common Element Interests; Reallocation. In the event any First Mortgages are guaranteed by the Veterans' Administration, the Additional Real Estate may not be added to the Condominium without the prior written consent of the Administrator of the Veterans' Administration. At such time as 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 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.

13.13. VA Rights. So long as the Declarant controls the Association, the following actions will require the approval of the Veterans Administration so long as the Veterans Administration holds or insures any First Mortgage on a Unit in the Condominium: annexation of Additional Real Estate, dedication of Common Elements, merger or consolidation with a successor condominium regime and amendment to the Declaration.

ARTICLE XIV.

Shared Facilities

The Association has contracted with the adjacent Firethorne Condominium for reciprocal use of Amity Springs Drive, certain common utilities and any recreational facilities ("Common Facilities") on the property of each, upon such terms and conditions as are contained in the Cost Sharing Agreement for Certain Common Facilities dated contemporaneously herewith (the "Cost Sharing Agreement"). Under the Cost Sharing Agreement, a portion of the expenses of operation, maintenance, repair and replacement of the Common Facilities shall be assessable against the Association, and the Association shall be entitled to charge and assess said share of such expenses to the Unit Owners in the Condominium as Common Expenses. Each Unit Owner in the Condominium shall have the non-exclusive right and privilege to

use such Common Facilities in accordance with the terms of the Cost Sharing Agreement; provided, however, Declarant makes no warranties, express or implied, with respect to the quantity, quality or existence of such Common Facilities and the rights and privileges of the Unit Owners and the Association with respect to same are "AS IS, WITHOUT WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE."

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 effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

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 words 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, D, E and F attached hereto are hereby made a part hereof.

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

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

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

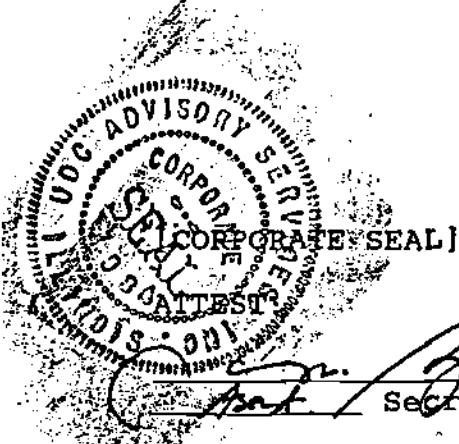
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IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership (SEAL)

BY: UDC ADVISORY SERVICES, INC., General Partner

By: [Signature] Vice President



[Signature] Secretary

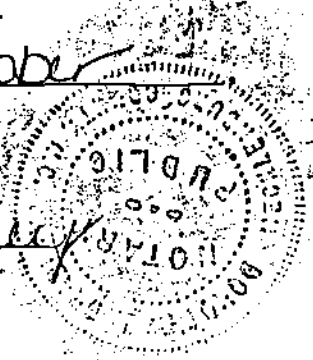
STATE OF North Carolina
COUNTY OF Mecklenburg

This 31st day of October, 1989 before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Mark Upton, who, being duly sworn, says that he is Vice President of UDC ADVISORY SERVICES, INC., an Illinois corporation, the general partner of Sunrise Limited Partnership, an Illinois limited partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given in its capacity as general partner of said partnership. And the said ~~ack Upton~~ Mark Upton ~~Assistant Secretary~~ acknowledged said instrument to be the act and deed of said corporation and said partnership.

WITNESS my hand and seal, this 31st day of October 1989.

Expiration Date:
8-25-93

[Signature]
Notary Public



3A.GH

CONSENT AND SUBORDINATION OF MORTGAGEE

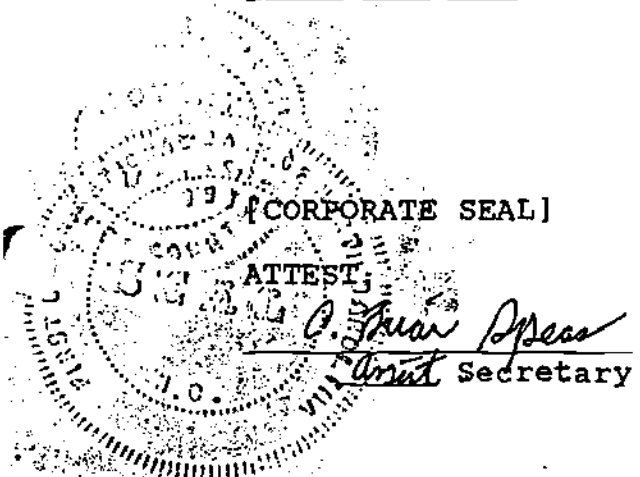
First Union National Bank of North Carolina, the holder of that certain Note secured by that certain deed of trust dated June 15, 1984, and recorded in Book 4856 at Page 307 and modified by agreement recorded in Book 6106 at Page 311 in the Mecklenburg County Public Registry and Douglas F. Woolley III, Substitute Trustee, do hereby consent to the terms, conditions, and covenants in the foregoing Declaration and the Bylaws described therein, and agree that the lien of said deed of trust and the interest of the beneficiary therein, are subject and subordinate to the terms, conditions, and covenants contained in said Declaration, including all exhibits.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed this 10th day of November, 1989.

FIRST UNION NATIONAL BANK
OF NORTH CAROLINA

By: *D. F. Woolley III*
Its: VICE PRESIDENT

D. F. Woolley III (SEAL)
Douglas F. Woolley III,
Substitute Trustee



[CORPORATE SEAL]
ATTEST:
A. Juan Pines
Trust Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

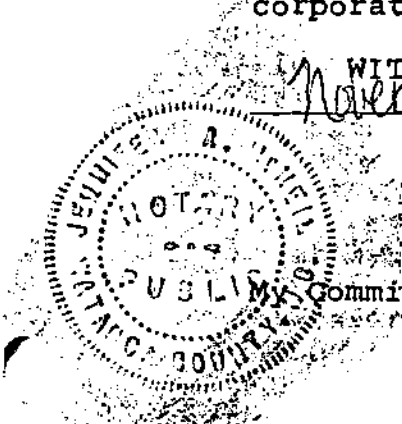
DEEDBOOK PAGE
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This 10 day of November, 1989, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Douglas F. Woolley III, who, being duly sworn, says that he is Vice President of FIRST UNION NATIONAL BANK OF NORTH CAROLINA, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Asst Secretary Vice-President acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal, this 10th day of November, 1989.

Jennifer A. McNeil
Notary Public

My Commission Expires: 5-12-91



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

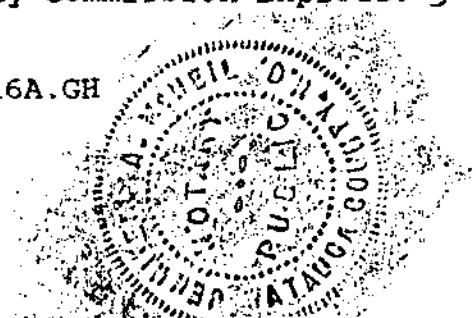
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came DOUGLAS F. WOOLLEY III, Substitute Trustee, and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 10th day of November, 1989.

Jennifer A. McNeil
Notary Public

My Commission Expires: 5-12-91

16A.GH



To Declaration

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located along the arc of a circular curve to the left having a radius of 300 feet, an arc distance of 72.17 feet and a chord bearing of South 48-53-09 East a chord distance of 72.0 feet from a point marking the easternmost corner of Phase XII of Firethorne Condominium as shown in Unit Ownership File 273 at Page 27 recorded in the Mecklenburg County Public Registry, and running thence from said Beginning point North 44-12-03 East 153.06 feet to a point; thence South 81-16-56 East 46.50 feet to a point; thence South 05-48-06 East 142.18 feet to a point in Amity Springs Drive (a private road); thence along the arc of a circular curve to the right having a radius of 239.72 feet, an arc distance of 175.37 feet and a chord bearing of North 76-55-54 West 171.49 feet to the point and place of Beginning, and containing 0.3732 acre as shown on a plat by ESP Associates, P.A., entitled "Glenhaven at Firethorne Condominium Phase I" dated July 24, 1989, to which plat reference is hereby made for a more particular description of the property.

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railroad tie in the southwesterly line of Lot 6 in Block 1 of Hillcrest Acres Subdivision as shown on map recorded in Map Book 8 at Page 469 in the Mecklenburg County Public Registry; thence along southerly lines of Lots 1, 2, 3, 4, 5 and 6 in Block 1 of Hillcrest Acres Subdivision as shown on the aforesaid map South 51-11-48 East 769.07 feet to a 3/4 inch rebar; thence South 01-11-53 East 783.26 feet to a 1/2 inch iron pipe; thence North 81-13-18 West 528.05 feet to an iron pipe; thence North 81-17-11 West 281.92 feet to an iron pipe marking the southeasternmost corner of Phase XIII of Firethorne Condominium as shown in the aforesaid Unit Ownership File; thence along the easterly margin of Phase XIII of Firethorne Condominium North 08-42-51 East 172.84 feet to the Point and Place of Beginning, and containing a total of 23.1249 acres as shown on plat of Glenhaven at Firethorne by Joseph W. Hendrick, N.C.R.L.S., of ESP Associates, P.A., dated April 15, 1989, to which plat reference is hereby made for a more particularly description of the property.

LESS AND EXCEPT the following described parcel of land:

BEGINNING at a point located along the arc of a circular curve to the left having a radius of 300 feet, an arc distance of 72.17 feet and a chord bearing of South 48-53-09 East a chord distance of 72.0 feet from a point marking the easternmost corner of Phase XII of Firethorne Condominium as shown in Unit Ownership File 273 at Page 27 recorded in the Mecklenburg County Public Registry, and running thence from said Beginning point North 44-12-03 East 153.06 feet to a point; thence South 81-16-56 East 46.50 feet to a point; thence South 05-48-06 East 142.18 feet to a point in Amity Springs Drive (a private road); thence along the arc of a circular curve to the right having a radius of 239.72 feet, an arc distance of 175.37 feet and a chord bearing of North 76-55-54 West 171.49 feet to the point and place of Beginning, and containing 0.3732 acre as shown on a plat by ESP Associates, P.A., entitled "Glenhaven at Firethorne Condominium Phase I" dated July 24, 1989, to which plat reference is hereby made for a more particular description of the property.

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MISSING

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE II

THIS SUPPLEMENTAL DECLARATION and exhibits which are attached hereto and made a part hereof are made and executed as of the 27th day of November, 1989 by Sunrise Limited Partnership, an Illinois limited partnership (the "Declarant"), for itself, its successors and assigns pursuant to the provisions of Chapter 47C of the North Carolina General Statutes entitled the "North Carolina Condominium Act" and Article III of the Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry.

W I T N E S S E T H :

WHEREAS, the Declarant created Glenhaven at Firethorne Condominium, Phase I by Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry (the "Declaration");

16.00
16.00
16.00

WHEREAS, the Declaration provided in Article III that the Declarant or its successors and assigns, could add additional Real Estate to the Condominium at any time without further consent of the Unit Owners and First Mortgagees; and

WHEREAS, one (1) building containing a total of six (6) units has been constructed and Declarant desires to submit that property described in Exhibit A attached hereto to the provisions of the North Carolina Condominium Act and to add Phase II to Glenhaven at Firethorne Condominium;

NOW, THEREFORE, the Declarant does hereby submit the property described on Exhibit A attached hereto to the provisions of Chapter 47C of the North Carolina General Statutes as Phase II of Glenhaven at Firethorne Condominium, and does hereby publish and declare that all of the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the covenants, conditions, restrictions, uses, limitations and obligations of the Declaration which is incorporated herein by reference, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units, and shall be deemed to run with the land and shall be a burden and benefit to the Declarant, its successors and assigns, and any person(s) acquiring and owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

FURTHERMORE, the Units created by this Supplemental Declaration are identified on Exhibit B as Units 5916, 5918, 5920, 5922, 5924 and 5926. The plans therefore are incorporated in this Supplemental Declaration and have been filed for

WES, P.A. (Box 74)
Timothy W. Gilbert
2600 One First Union Center, 301 S. College St.
Charlotte, NC 28202-6038

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record contemporaneously herewith in Condominium Unit Ownership File No. 373 in the Mecklenburg County Public Registry.

FURTHERMORE, each Unit in Glenhaven at Firethorne Condominium, Phases I and II, inclusive, shall, from the date of the recording of this Supplemental Declaration, have the percentage interest in the Common Elements appurtenant to such Unit as set forth in Exhibit B attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be signed and sealed as its act and deed, the day and year first above written.

SUNRISE LIMITED PARTNERSHIP,
an Illinois limited partnership

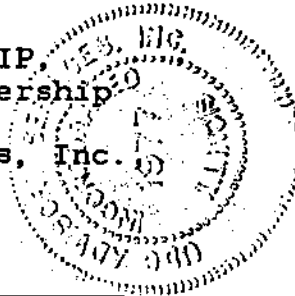
BY: UDC Advisory Services, Inc.
General Partner.

[CORPORATE SEAL]

ATTEST:

[Signature]
Secretary

By: [Signature]
VICE President

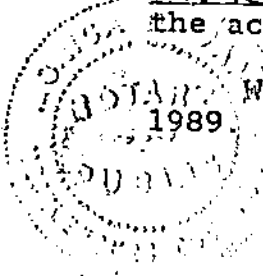


STATE OF North Carolina
COUNTY OF Mecklenburg

This 31st day of November, 1989, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Mark Upton, who, being duly sworn, says that he is Vice President of UDC ADVISORY SERVICES, INC., the authorized General Partner of SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation in its capacity as General Partner of said limited partnership, by the authority of its Board of Directors duly given. And the said Mark Upton acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 31st day of November,

[Signature]
Notary Public



My Commission Expires: 3/26/92

12A.GH

EXHIBIT ASUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE II

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located the following two (2) courses and distances from a point marking the easternmost corner of Firethorne Condominium, Phase ~~XII~~, as shown in Unit Ownership File 273 at Page 27 recorded in the Mecklenburg County Public Registry: (1) with the arc of a circular curve to the left having a radius of 300 feet, an arc distance of 72.17 feet and a chord bearing of South 48-53-09 East, a chord distance of 72.0 feet to a point; and (2) with the arc of a circular curve to the left having a radius of 239.71 feet, an arc distance of 95.65 feet and a chord bearing of South 67-24-17 East, a chord distance of 95.02 feet to the Beginning point, and running thence from said Beginning point with the arc of a circular curve to the left having a radius of 239.71 feet, an arc distance of 90.71 feet and a chord bearing of South 89-40-39 East, a chord distance of 90.17 feet to a point; thence with the arc of a circular curve to the right having a radius of 74.49 feet, an arc distance of 67.26 feet and a chord bearing of South 74-39-09 East, a chord distance of 65.0 feet to a point; thence South 48-47-11 East 89.02 feet to a point; thence South 39-08-18 West 121.56 feet to a point; thence North 45-44-28 West 210.52 feet to a point; thence with the arc of a circular curve to the left having a radius of 105.77 feet, an arc distance of 25.0 feet and a chord bearing of North 17-56-07 East, a chord distance of 24.94 feet to the point and place of Beginning, and containing 0.4672 acre as shown on survey of Glenhaven at Firethorne Condominium Phase II dated October 16, 1989 by ESP Associates, P.A., to which survey reference is hereby made for a more particular description of the property.

DEU1-24A.TWG

EXHIBIT B
SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE II

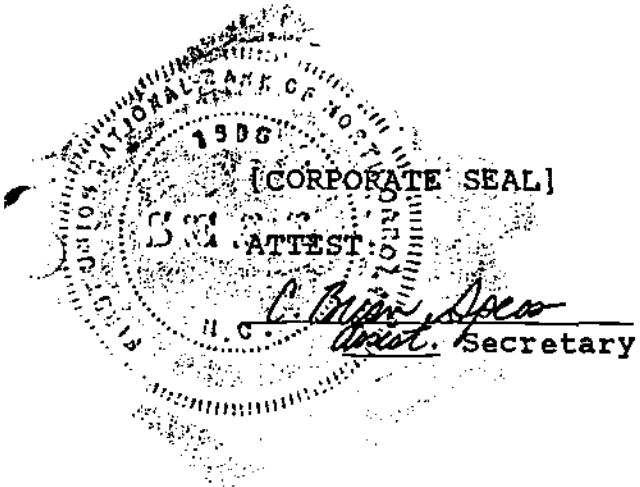
Percentage of Interests in Common Elements,
 Phases I and II (inclusive)

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Area (Square Feet)</u>	<u>Percentage of Undivided interest in Common Elements and of Common Expenses (Subject to reduction if Additional Real Estate added to Condominium)</u>
<u>Phase I:</u>			
5801	C	1490	10.45
5803	D	1476	10.34
5805	A	1389	9.74
5807	B	1388	9.73
<u>Phase II:</u>			
5816	C	1490	10.45
5818	D	1476	10.35
5820	A	1389	9.74
5822	B	1388	9.73
5824	A	1389	9.74
5826	B	<u>1388</u>	<u>9.73</u>
		14,263	100.00 %

CONSENT AND SUBORDINATION OF MORTGAGEE

First Union National Bank of North Carolina, the holder of that certain Note secured by that certain deed of trust dated June 15, 1984, and recorded in Book 4856 at Page 307 and modified by agreement recorded in Book 6106 at Page 311 in the Mecklenburg County Public Registry and Douglas F. Woolley III, Substitute Trustee, do hereby consent to the terms, conditions, and covenants in the foregoing Supplemental Declaration, and agree that the lien of said deed of trust and the interest of the beneficiary therein, are subject and subordinate in all respects to the terms, conditions, and covenants contained in said Supplemental Declaration, including all exhibits.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed this 27th day of November, 1989.



FIRST UNION NATIONAL BANK
OF NORTH CAROLINA

BY: [Signature]
Vice President

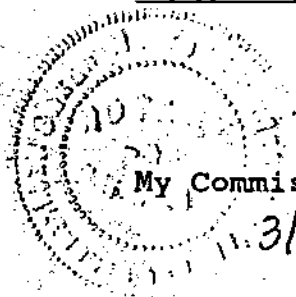
[Signature] (SEAL)
Douglas F. Woolley III,
Substitute Trustee

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 27th day of November, 1989, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Douglas F. Woolley III, who, being duly sworn, says that he is Vice President of FIRST UNION NATIONAL BANK OF NORTH CAROLINA, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Vice President acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal, this 27th day of November, 1989.

[Signature]
Notary Public



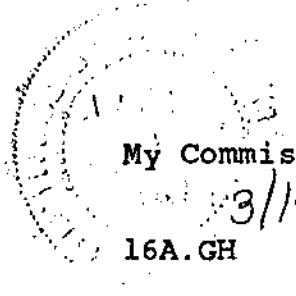
My Commission Expires:
3/14/93

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came DOUGLAS F. WOOLLEY III, Substitute Trustee, and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 27th day of November, 1989.

[Signature]
Notary Public



My Commission Expires
3/14/93
16A.GH

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of Monica D. Vane and Sarah H. Funkhouser

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. POWERS, REGISTER OF DEEDS
By [Signature]

6-26-90

000110

PRESENTED FOR REGISTRATION

90 JUN 26 AM 11:54

SUPPLEMENTAL DECLARATION OF GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE VI

AYNE A. FOWERS REGISTER OF DEEDS MECKLENBURG CO., N.C.

THIS SUPPLEMENTAL DECLARATION and exhibits which are attached hereto and made a part hereof are made and executed as of the 26th day of June, 1990, by UDC-Universal Development L.P., an Illinois limited partnership (the "Declarant"), for itself, its successors and assigns pursuant to the provisions of Chapter 47C of the North Carolina General Statutes entitled the "North Carolina Condominium Act" and Article III of the Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry.

18.00
18.00
18.00

06/26/90

W I T N E S S E T H :

WHEREAS, Sunrise Limited Partnership, an Illinois limited partnership, created Glenhaven at Firethorne Condominium, Phase I by Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry (the "Declaration"); and

WHEREAS, the Declaration provided in Article III that the Declarant or its successors and assigns, could add Additional Real Estate to the Condominium at any time without further consent of the Unit Owners and First Mortgagees; and

WHEREAS, Sunrise Limited Partnership created Glenhaven at Firethorne Phase II by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6158 at Page 783, and together with Declarant created Glenhaven at Firethorne Phase III by Supplemental Declaration of Glenhaven at Firethorne Condominium, Phase III recorded in Book 6192 at Page 228, both in the Mecklenburg County Public Registry; and

WHEREAS, Declarant created Glenhaven at Firethorne Phase IV by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6206 at Page 573 in the Mecklenburg County Public Registry and Glenhaven at Firethorne Phase V by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded on June 15, 1990 in the Mecklenburg County Public Registry; and

WHEREAS, one (1) building containing a total of six (6) units has been constructed and Declarant, as successor to Sunrise Limited Partnership, desires to submit that property described in Exhibit A attached hereto to the provisions of the North Carolina Condominium Act and to add Phase VI to Glenhaven at Firethorne Condominium;

NOW, THEREFORE, the Declarant does hereby submit the property described on Exhibit A attached hereto to the provisions of Chapter 47C of the North Carolina General Statutes as

Timothy W. Gilk
2600 One First Union Center, 301 S. College St.
Charlotte, NC 28202-6038

DEEDBOOK PAGE
6299 0464

STATE OF North Carolina
COUNTY OF Mecklenburg

This 24th day of June, 1990, before me, the undersigned Notary Public and for the County and State aforesaid, personally came Mark R. Upton, who, being duly sworn, says that he is the Senior Vice President of UDC CORPORATION, the authorized General Partner of UDC-UNIVERSAL DEVELOPMENT, L.P., an Illinois limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation in its capacity as General Partner of said limited partnership, by the authority of its Board of Directors duly given. And the said Mark R. Upton acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 26th day of June, 1990.

Morris D. Vance
Notary Public



My Commission Expires: 3/26/92

EXHIBIT ASUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE VI

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point marking the southernmost corner of Phase XII of Firethorne Condominium as shown on plat recorded in Unit Ownership File #273 at Page 27 in the Mecklenburg County Public Registry, said point also being in the northeasterly line of Phase XI of Firethorne Condominium as shown in Unit Ownership File #273 at Page 31 in the Mecklenburg County Public Registry, and running thence along the southeasterly margin of the aforesaid Phase XII of Firethorne Condominium the following three (3) courses and distances: (1) North 38-00-22 East 34.98 feet to a point, (2) with the arc of a circular curve to the right having a radius of 503.68 feet, an arc distance of 99.80 feet and a chord bearing of North 42-53-10 East, a chord distance of 99.64 feet to a point, and (3) North 47-45-58 East 42.37 feet to a point; thence with the arc of a circular curve to the left having a radius of 300 feet, an arc distance of 72.17 feet and a chord bearing of South 48-53-09 East, a chord distance of 72 feet to a point; thence with the arc of a circular curve to the left having a radius of 239.72 feet, an arc distance of 95.65 feet and a chord bearing of South 67-24-17 East, a chord distance of 95.02 feet to a point within the right-of-way of Amity Springs Drive; thence within said right-of-way of Amity Springs Drive the following six (6) courses and distances: (1) with the arc of a circular curve to the right having a radius of 105.77 feet, an arc distance of 91.90 feet and a chord bearing of South 36-03-17 West a chord distance of 89.03 feet to a point, (2) South 60-56-43 West 44.77 feet to a point, (3) with the arc of a circular curve to the left having a radius of 84.56 feet, an arc distance of 74.72 feet and a chord bearing of South 35-37-43 West, a chord distance of 72.32 feet to a point, (4) South 10-18-43 West 21.89 feet to a point, (5) with the arc of a circular curve to the left having a radius of 299.43 feet, an arc distance of 22.44 feet and a chord bearing of North 80-01-28 West, a chord distance of 22.43 feet to a point, and (6) North 82-10-15 West 54.86 feet to a point; thence North 87-11-13 West 131.47 feet to a point marking the southernmost corner of Phase XI of Firethorne Condominium as shown in Unit Ownership File #273 at Page 31 in the Mecklenburg County Public Registry; thence along the southeasterly line of the aforesaid Phase XI of Firethorne Condominium North 37-32-21 East 138.39 feet to a point marking the easternmost corner of said Phase XI of Firethorne Condominium; thence along the northeasterly line of Phase XI of Firethorne Condominium North 52-27-39 West 2.12 feet to the point and place of Beginning, and containing 1.0071 acres as shown on survey of Glenhaven at Firethorne Condominium Phase VI

DEEDBOOK PAGE

6299 0468

dated May 21, 1990 by Joseph W. Hendrick, N.C.R.L.S., of E.S.P. Associates, P.A., to which survey reference is hereby made for a more particular description of the property.

27A.GH

EXHIBIT B
SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE VI

Percentage of Interests in Common Elements,
 Phases I, II, III, IV, V and VI (inclusive)

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Area</u> <u>(Square Feet)</u>	<u>Percentage of</u> <u>Undivided interest</u> <u>in Common Elements</u> <u>and of Common Expenses</u> <u>(Subject to reduction if</u> <u>Additional Real Estate</u> <u>added to Condominium</u>
<u>Phase I:</u>			
5801	C	1653	3.348
5803	D	1983	4.018
5805	A	1558	3.155
5807	B	1886	3.820
<u>Phase II:</u>			
5816	C	1653	3.348
5818	D	1983	4.018
5820	A	1558	3.155
5822	B	1886	3.820
5824	A	1558	3.155
5826	B	1886	3.820
<u>Phase III:</u>			
5809	C	1653	3.348
5811	D	1983	4.018
5813	A	1558	3.155
5815	B	1886	3.820
<u>Phase IV:</u>			
5828	C	1653	3.348
5830	D	1983	4.018
5832	A	1558	3.155
5834	B	1886	3.820

9-3-91

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE X

THIS SUPPLEMENTAL DECLARATION and exhibits which are attached hereto and made a part hereof are made and executed as of the 3rd day of September, 1991, by UDC-Universal Development L.P., an Illinois limited partnership and Sunrise Limited Partnership, an Illinois limited partnership (collectively, the "Declarants"), for themselves, their successors and assigns pursuant to the provisions of Chapter 47C of the North Carolina General Statutes entitled the "North Carolina Condominium Act" and Article III of the Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry.

W I T N E S S E T H :

WHEREAS, Sunrise Limited Partnership, an Illinois limited partnership, created Glenhaven at Firethorne Condominium, Phase I by Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry (the "Declaration"); and

WHEREAS, the Declaration provided in Article III that the Declarant or its successors and assigns, could add Additional Real Estate to the Condominium at any time without further consent of the Unit Owners and First Mortgagees; and

WHEREAS, Sunrise Limited Partnership created Glenhaven at Firethorne Phase II by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6158 at Page 783, and together with Declarant created Glenhaven at Firethorne Phase III by Supplemental Declaration of Glenhaven at Firethorne Condominium, Phase III recorded in Book 6192 at Page 228, both in the Mecklenburg County Public Registry; and

WHEREAS, UDC-Universal Development L.P. created Glenhaven at Firethorne Phase IV by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6206 at Page 573, Glenhaven at Firethorne Phase V by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6294 at Page 100 and Glenhaven at Firethorne Phase VI by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6299 at Page 404 all in the Mecklenburg County Public Registry; and

WHEREAS, UDC-Universal Development L.P. and Sunrise Limited Partnership jointly created Glenhaven at Firethorne Phases VII, VIII and IX by Supplemental Declarations of Glenhaven at Firethorne Condominium recorded in Book 6401 at Page 520, Book 6422 at Page 335 and Book 6481 at Page 697, respectively, in the Mecklenburg County Public Registry; and

DRAWN BY AND MADE FOR
SERRAVALLEY, PHARR & LOWMEYER
1808 PM

WHEREAS, one (1) building containing a total of four (4) units has been constructed and Declarants desire to submit that property described in Exhibit A attached hereto to the provisions of the North Carolina Condominium Act and to add Phase X to Glenhaven at Firethorne Condominium;

NOW, THEREFORE, the Declarants do hereby submit the property described on Exhibit A attached hereto to the provisions of Chapter 47C of the North Carolina General Statutes as Phase X of Glenhaven at Firethorne Condominium, and do hereby publish and declare that all of the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the covenants, conditions, restrictions, uses, limitations and obligations of the Declaration which is incorporated herein by reference, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units, and shall be deemed to run with the land and shall be a burden and benefit to the Declarants, their successors and assigns, and any person(s) acquiring and owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.


FURTHERMORE, the Units created by this Supplemental Declaration are identified on Exhibit B as Units 5845, 5847, 5849 and 5851. The plans therefore are incorporated in this Supplemental Declaration and have been filed for record contemporaneously herewith in Condominium Unit Ownership File No. 373 in the Mecklenburg County Public Registry.

FURTHERMORE, each Unit in Glenhaven at Firethorne Condominium, Phases I, II, III, IV, V, VI, VII, VIII, IX and X, inclusive, shall, from the date of the recording of this Supplemental Declaration, have the percentage interest in the Common Elements appurtenant to such Unit as set forth in Exhibit B attached hereto.

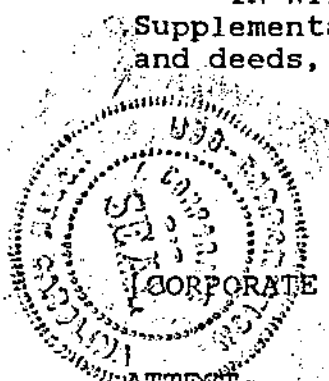
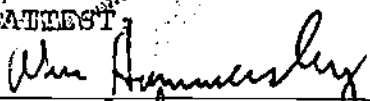
IN WITNESS WHEREOF, the Declarants have caused this Supplemental Declaration to be signed and sealed as their acts and deeds, the day and year first above written.

UDC-UNIVERSAL DEVELOPMENT L.P.,
an Illinois limited partnership (SEAL)

BY: UDC Corporation,
General Partner

By: 
Senior Vice President

[CORPORATE SEAL]



Asst. Secretary

SUNRISE LIMITED PARTNERSHIP,
an Illinois limited partnership (SEAL)

BY: UDC Advisory Services, Inc.
General Partner

BY: [Signature]
Senior Vice-President

[CORPORATE SEAL]

ATTEST:
[Signature]
Asst. Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

This 27th day of August, 1991, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Mark R. Upton, who, being duly sworn, says that he is the Senior Vice President of UDC CORPORATION, the authorized General Partner of UDC-UNIVERSAL DEVELOPMENT, L.P., an Illinois limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation in its capacity as General Partner of said limited partnership, by the authority of its Board of Directors duly given. And the said Mark R. Upton acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 27th day of August, 1991.

[Signature]
Notary Public

My Commission Expires:



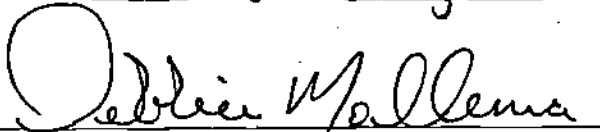
"OFFICIAL NOTARY SEAL"
DEBBIE MOLLEPA
MY COMM. EXP. 3/19/93

STATE OF FLORIDA

COUNTY OF PALM BEACH

This 27th day of August, 1991, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Mark R. Upton, who, being duly sworn, says that he is the Senior Vice President of UDC ADVISORY SERVICES, INC. General Partner of SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation in its capacity as General Partner of said limited partnership, by the authority of its Board of Directors duly given. And the said Mark R. Upton acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 27th day of August, 1991.


Notary Public

My Commission Expires:

U1-34G.TWG



OFFICIAL NOTARY SEAL
DEBBIE WOLLEMA
MY COMM. EXP. 3/19/93

11-27-89

EXHIBIT A

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE ~~XIII~~ ^{XIV} *AS A*

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at the southwesterly corner of Phase XIII of Glenhaven at Firethorne Condominium as shown on Plat thereof recorded in Unit Ownership File No. 373 in the Mecklenburg County Public Registry, and running thence along the westerly line of the aforesaid Phase XIII of Glenhaven at Firethorne Condominium, N. 05-19-17 E. 170.70 feet to a point in the southerly line of Phase VII of the aforesaid Glenhaven at Firethorne Condominium; thence with the southerly property lines of the aforesaid Phase VII and Phase VI of the aforesaid Glenhaven at Firethorne Condominium the following five (5) courses and distances: (1) N. 63-47-18 W. 10.00 feet to a point, (2) with the arc of a circular curve to the left having a radius of 299.43 feet, an arc distance of 73.63 feet, a chord bearing and distance of N. 70-49-59 W. 73.45 feet to a point, (3) with the arc of a circular curve to the left, having a radius of 299.43 feet, an arc distance of 22.44 feet, a chord bearing and distance of N. 80-01-28 W. 22.43 feet to a point, (4) N. 82-10-15 W. 54.86 feet to a point and (5) N. 87-11-13 W. 131.47 feet to a point; thence with the easterly margin of Phase XIII of Firethorne Condominium described in Unit Ownership File No. 273 in the Mecklenburg County Public Registry, S. 08-42-51 W. 172.84 feet to an iron pin in the northerly line of Lot 1 of Coventry Woods, Section II as described in Map recorded in Map Book 14 at Page 201 in the Mecklenburg County Public Registry; thence with the northerly property lines of Lots 1, 2 and 3 of the aforesaid Coventry Woods, Section II, S. 81-17-11 E. 281.92 feet to an iron pin; thence S. 81-13-18 E. 18.00 feet to the point and place of BEGINNING and containing 1.2291 acres, all as shown on survey entitled "Plat Showing: Glenhaven at Firethorne" dated April 15, 1989 and last revised May 17, 1989 by E.S.P. Associates, P.A., to which survey reference is hereby made for a more particular description of the property.

Percentage of Undivided Interest in
 Common Elements and of Common
 Expenses (Subject to reduction if Additional
 Real Estate added to Condominium)

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Area (Square Feet)</u>	
<u>Phase V:</u>			
5821	C	1653	$\left. \begin{array}{l} 1.501\ 370 \\ 1.801\ 644 \\ 1.415\ 291 \\ 1.713\ 563 \end{array} \right\} \text{MSF}$
5823	D	1983	
5825	A	1558	
5827	B	1886	
<u>Phase VI:</u>			
5949	A	1558	$\left. \begin{array}{l} 1.415\ 291 \\ 1.713\ 563 \\ 1.415\ 291 \\ 1.713\ 563 \\ 1.501\ 370 \\ 1.801\ 644 \end{array} \right\} \text{MSF}$
5951	B	1886	
5953	A	1558	
5955	B	1886	
5957	C	1653	
5959	D	1983	
<u>Phase VII:</u>			
5918	E	1082	$\left. \begin{array}{l} 983\ 897 \\ 1.276\ 164 \\ 1.353\ 235 \\ 1.276\ 164 \\ 1.276\ 164 \\ 1.276\ 164 \\ 1.353\ 235 \\ 1.276\ 164 \\ 1.276\ 164 \end{array} \right\} \text{MSF}$
5920	F	1405	
5922	G	1490	
5924	F	1405	
5926	F	1405	
5928	G	1490	
5930	F	1405	
5932	F	1405	
<u>Phase VIII:</u>			
5829	C	1653	$\left. \begin{array}{l} 1.501\ 370 \\ 1.801\ 644 \\ 1.415\ 291 \\ 1.713\ 563 \end{array} \right\} \text{MSF}$
5831	D	1983	
5833	A	1558	
5835	B	1886	
<u>Phase IX:</u>			
5837	A	1558	$\left. \begin{array}{l} 1.415\ 291 \\ 1.713\ 563 \\ 1.501\ 370 \\ 1.801\ 644 \end{array} \right\} \text{MSF}$
5839	B	1886	
5841	C	1653	
5843	D	1983	

EXHIBIT B

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE XIII

Percentage of Interests in Common Elements, and XIV *MSF*
Phases I, II, III, IV, V, VI, VII, VIII, IX, X XI, XII, and XIII *(inclusive)*

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Area (Square Feet)</u>	<u>Percentage of Undivided Interest in Common Elements and of Common Expenses (Subject to reduction if Additional Real Estate added to Condominium)</u>
<u>Phase I:</u>			
5801	C	1653	1.501 370 <i>MSF</i>
5803	D	1983	1.801 644 <i>MSF</i>
2805	A	1558	1.415 291 <i>MSF</i>
5807	B	1886	1.713 563 <i>MSF</i>
<u>Phase II:</u>			
5816	C	1653	1.501 370
5818	D	1983	1.801 644
5820	A	1558	1.415 291
5822	B	1886	1.713 563
5824	A	1558	1.415 291
5826	D	1886	1.713 563
<u>Phase III:</u>			
5809	C	1653	1.501 370
5811	D	1983	1.801 644
5813	A	1558	1.415 291
5815	B	1886	1.713 563
<u>Phase IV:</u>			
5828	C	1653	1.501 370
5830	D	1983	1.801 644
5832	A	1558	1.415 291
5834	B	1886	1.713 563

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99

Percentage of Undivided Interest in
 Common Elements and of Common
 Expenses (Subject to reduction if Additional
 Real Estate added to Condominium)

Unit Number Unit Type Unit Area
(Square Feet)

Phase X:

5845	A	1558
5847	B	1886
5849	C	1653
5851	D	1983

~~1.415~~ 291
~~1.713~~ 563
~~1.501~~ 370
~~1.801~~ 644 } *WST, T*

Phase XI:

5853	A	1558
5855	B	1886
5857	C	1663
5859	D	1983

~~1.415~~ 291
~~1.713~~ 563
~~1.510~~ 378
~~1.801~~ 644 } *WST, T*

Phase XII:

5901	A	1558
5903	B	1886
5905	A	1558
5907	B	1886
5909	C	1653
5911	D	1983

~~1.415~~ 291
~~1.713~~ 563
~~1.415~~ 291
~~1.713~~ 563
~~1.501~~ 370
~~1.801~~ 644 } *WST, T*

* Phase XIII & XIV:

5933	N/A	1371
5935	N/A	1371
5937	N/A	1466
5939	N/A	1371
5941	N/A	1371
5943	N/A	1466
5945	N/A	1371
5947	N/A	1036

1.245 137
 1.245 136
 1.921 215
 1.245 137
 1.245 137
 1.321 215
 1.245 137
 .947 859 } *WST, T*

TOTAL

~~110,122~~

~~100%~~

* Phase XIII:

5913	1558
5915	1886
5917	1558
5919	1886
5921	1653
5923	1983

1.291
 1.563
 1.291
 1.563
 1.370
 1.644 } *WST, T*

Total

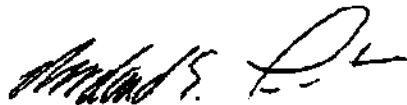
120,656

100%

NO. 27 '5 P. 8 '11 P. 08

The undersigned, being the attorney who drafted this instrument, hereby rerecords this instrument pursuant to N.C.G.S. §47-36.1 in order to correct the scrivener's error in which the *Supplemental Declaration* failed to reference the previously recorded *Supplemental Declaration of Glenhaven at Firethorne Condominium Phase XIII* and thereafter failed to: identify the instrument as the *Supplemental Declaration of Glenhaven at Firethorne Condominium Phase IV*; identify the units previously incorporated in the Condominium by the *Supplemental Declaration of Glenhaven at Firethorne Condominium Phase XIII*; and, incorrectly computed the Percentage of Interest in Common Elements in Phases I-XIV. Such errors have been correctly revised on this instrument and initialed by the undersigned.

This the 28th day of November, 2000.



Woodard E. Farmer, Jr., Drafting Attorney

Parker, Poe, Adams & Bernstein L.L.P.

Three First Union Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: 704/372-9000
Fax: 704/334-6706
November 6, 2000

TO KATHY @ HENDERSON

FAX TRANSMISSION COVER SHEET

From

Date:		December 22, 2000	
To:		Doug Talley	Fax: 332-2209
Re:		GLENHAVEN AT FIRETHORNE	
Sender:		Wanda Vassey	
Client/Matter #:		67060	
YOU SHOULD RECEIVE <u>11</u> PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL Ext. 2287			
<p align="center">***NOTICE***</p> <p>THE INFORMATION CONTAINED IN THIS FACSIMILE IS PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY THE SENDER BY COLLECT TELEPHONE CALL AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS BY U.S. POSTAL SERVICE AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.</p>			

I have today received the re-recorded Supplemental Declaration of Glenhaven at Firethorne Condominium Phase XIV originally filed 10/29/97 and re-recorded December 1, 2000 on which Woody has made corrections to add the correct Phase XIII and XIV. We apologize for the delay in getting this to you.

I will be on vacation all next week but if you have any questions, please call Woody or Tom. Happy Holidays!

cc: Woody Farmer
Tom Quirk
Glenhaven HOA file



JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

Filed For Registration: 12/01/2000 11:33 AM
Book: RE 11759 Page: 840-849
Document No.: 2000174528
DEC/U 10 PGS \$22.00
Recorder: REBECCA MCGOWAN



2000174528

Phase VI of Glenhaven at Firethorne Condominium, and does hereby publish and declare that all of the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the covenants, conditions, restrictions, uses, limitations and obligations of the Declaration which is incorporated herein by reference, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units, and shall be deemed to run with the land and shall be a burden and benefit to the Declarant, its successors and assigns, and any person(s) acquiring and owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

FURTHERMORE, the Units created by this Supplemental Declaration are identified on Exhibit B as Units 5949, 5951, 5953, 5955, 5957 and 5959. The plans therefore are incorporated in this Supplemental Declaration and have been filed for record contemporaneously herewith in Condominium Unit Ownership File No. 373 in the Mecklenburg County Public Registry.

FURTHERMORE, each Unit in Glenhaven at Firethorne Condominium, Phases I, II, III, IV, V and VI, inclusive, shall, from the date of the recording of this Supplemental Declaration, have the percentage interest in the Common Elements appurtenant to such Unit as set forth in Exhibit B attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be signed and sealed as its act and deed, the day and year first above written.



[CORPORATE SEAL]

UDC-UNIVERSAL DEVELOPMENT L.P.,
an Illinois limited partnership

BY: UDC Corporation,
General Partner

ATTEST:

Martha D. Larson
Asst. Secretary

By: *[Signature]*
Senior Vice President

EXHIBIT A

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE X

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point within the right-of-way of Amity Springs Drive (a private street), said point marking the southwesterly corner of Phase IX of Glenhaven at Firethorne Condominium as shown in Condominium Unit Ownership File No. 373 at Page 17 in the Mecklenburg County Public Registry, and running thence along the southerly line of the aforesaid Phase IX of Glenhaven at Firethorne Condominium South 79-15-33 East 152.55 feet to a point; thence South 01-11-53 East 143 feet to a point; thence North 62-50-17 West 218.08 feet to a point within the right-of-way of Amity Spring Drive; thence within said right-of-way of Amity Springs Drive the following two (2) courses and distances: (1) with the arc of a circular curve to the left having a radius of 59.29 feet, an arc distance of 63.25 feet and a chord bearing of North 38-38-28 East, a chord distance of 60.29 feet to a point, and (2) North 08-04-49 East 25 feet to the point and place of Beginning, and containing 0.4355 acre as shown on survey entitled "Final Plat of Phase X Glenhaven at Firethorne Condominium" dated July 31, 1991, by Joseph W. Hendrick, N.C.R.L.S., of ESP Associates, P.A., to which survey reference is hereby made for a more particularly description of the property.

U1-33G.TWG

EXHIBIT B
SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE X

Percentage of Interests in Common Elements,
 Phases I, II, III, IV, V, VI, VII, VIII, IX and X (inclusive)

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Area (Square Feet)</u>	<u>Percentage of Undivided interest in Common Elements and of Common Expenses (Subject to reduction if Additional Real Estate added to Condominium)</u>
<u>Phase I:</u>			
5801	C	1653	2.023
5803	D	1983	2.427
5805	A	1558	1.907
5807	B	1886	2.308
<u>Phase II:</u>			
5816	C	1653	2.023
5818	D	1983	2.427
5820	A	1558	1.907
5822	B	1886	2.308
5824	A	1558	1.907
5826	B	1886	2.308
<u>Phase III:</u>			
5809	C	1653	2.023
5811	D	1983	2.427
5813	A	1558	1.907
5815	B	1886	2.308
<u>Phase IV:</u>			
5828	C	1653	2.023
5830	D	1983	2.427
5832	A	1558	1.907
5834	B	1886	2.308

Phase V:

5821	C	1653	2.023
5823	D	1983	2.427
5825	A	1558	1.907
5827	B	1886	2.308

Phase VI:

5949	A	1558	1.907
5951	B	1886	2.308
5953	A	1558	1.907
5955	B	1886	2.308
5957	C	1653	2.023
5959	D	1983	2.427

Phase VII:

5918	E	1082	1.377
5920	F	1405	1.712
5922	G	1490	1.824
5924	F	1405	1.712
5926	F	1405	1.712
5928	G	1490	1.824
5930	F	1405	1.712
5932	F	1405	1.712

Phase VIII:

5829	C	1653	2.023
5831	D	1983	2.427
5833	A	1558	1.907
5835	B	1886	2.308

Phase IX:

5837	A	1558	1.907
5839	B	1886	2.308
5841	C	1653	2.023
5843	D	1983	2.427

Phase X:

5845	A	1558	1.907
5847	B	1886	2.308
5849	C	1653	2.023
5851	D	1983	2.427

81,695

100.0%

U1-35G. TWG

EXHIBIT C

To Declaration

Plans

The Plans for GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE I dated July 28, 1989, prepared by Newman Bower Architects, P.A., were attached to this Declaration at the time it was filed for record, and are duly filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Condominium Unit Ownership File No. _____, reference to which is hereby made, and said Plans are incorporated herein by reference as though fully set out herein.

EXHIBIT D

To Declaration

Plat

The plat of survey for GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE I dated July 24, 1989, prepared by E.S.P. Associates, P.A., N.C.R.L.S., entitled "GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE I" and consisting of one (1) sheet, which was attached to this Declaration at the time it was filed for record, is duly filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Condominium Unit Ownership File No. _____ . Said survey is incorporated herein by reference as though fully set out herein.

SA.GH

EXHIBIT E
To Declaration
Phase I

Units and Percentage Interests

<u>Unit No.</u>	<u>Unit Type</u>	<u>Unit Area</u>	<u>Percentage of Un- divided Interest in Common Elements and of Common Expenses</u>
5801	C	1490	25.94
5803	D	1476	25.71
5805	A	1389	24.18
5807	B	<u>1388</u>	<u>24.17</u>
		5743	100.00%

9A.GH

EXHIBIT F

To Declaration

Liens, Defects and Encumbrances

1. Terms, conditions and restrictions of this Declaration, the Bylaws, the Plans and the Rules and Regulations, as each may be amended from time to time.

2. Fifteen (15) foot sanitary sewer easements to Idlewild Utilities in Book 3005 at Page 141 and Book 3504 at Page 527 in the Mecklenburg County Public Registry.

3. General utility easements to Duke Power Company recorded in Book 938 at Page 264 and Book 1700 at Page 471 in the Mecklenburg County Public Registry.

4. General utility easement to Southern Public Utilities Company recorded in Book 802 at Page 311 in the Mecklenburg County Public Registry.

5. Cable television easement to American Television and Communications Corporation recorded in Book 5013 at Page 539 in the Mecklenburg County Public Registry.

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

7. Easements and restrictions described in Articles IV and V of the Declaration including:

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

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

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

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

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

(vi) easements reserved by the Declarant to maintain sales offices or models in the Condominium and to place advertising signs for the Condominium on the Condominium Property;

(vii) easements and other rights reserved by the Declarant, its successors and assigns, and the Association for the benefit of the Property and also for the benefit of all other adjacent or nearby land developed or to be developed as apartments, condominiums, townhouses for sale or planned unit developments or otherwise, for the purpose of providing such benefits as shared recreational amenities and facilities, shared sewage disposal systems, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Elements as more particularly described in Section 4.6 of the Declaration;

(viii) easements and other rights of Firethorne Homeowners Association, Inc. over Amity Springs Drive and to use certain common utilities and shared recreation amenities as set forth in Cost Sharing Agreement for Certain Common Facilities dated contemporaneously herewith between the Association and Firethorne Homeowners Association, Inc.

10A.GH

DRAWN BY AND MAIL 2:
Timothy W. Gilbert
Horack, Talley, Pharr & Lowndes, P.A. (Box 74)
301 South College Street
2600 One First Union Center
Charlotte, North Carolina 28202-6038

6/93
Annual
meeting
sign in
package

COPY

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 12/14/92 13:55
#0239 20.00

**SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE XII**

THIS SUPPLEMENTAL DECLARATION and exhibits which are attached hereto and made a part hereof are made and executed as of the 10th day of December, 1992, by UDC Homes, Inc., a Delaware corporation and Sunrise Limited Partnership, an Illinois limited partnership (collectively, the "Declarants"), for themselves, their successors and assigns pursuant to the provisions of Chapter 47C of the North Carolina General Statutes entitled the "North Carolina Condominium Act" and Article III of the Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry.

WITNESSETH:

WHEREAS, Sunrise Limited Partnership, an Illinois limited partnership, created Glenhaven at Firethorne Condominium, Phase I by Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry (the "Declaration"); and

WHEREAS, the Declaration provided in Article III that the Declarant or its successors and assigns, could add Additional Real Estate to the Condominium at any time without further consent of the Unit Owners and First Mortgagees; and

WHEREAS, Sunrise Limited Partnership created Glenhaven at Firethorne Phase II by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6158 at Page 783, and together with UDC-Universal Development L.P. created Glenhaven at Firethorne Phase III by Supplemental Declaration of Glenhaven at Firethorne Condominium, Phase III recorded in Book 6192 at Page 228, both in the Mecklenburg County Public Registry; and

WHEREAS, UDC-Universal Development L.P. created Glenhaven at Firethorne Phase IV by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6206 at Page 573, Glenhaven at Firethorne Phase V by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6294 at Page 100 and Glenhaven at Firethorne Phase VI by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6299 at Page 404, all in the Mecklenburg County Public Registry; and

STATE OF NC

COUNTY OF Meck

This 10th day of Dec, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came GARY CARLSON, who, being duly sworn, says that he is VICE President of UDC HOMES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Asst. Sec acknowledged said instrument to be the act and deed of said corporation.



WITNESS my hand and seal this 10th day of Dec, 1992.

Carol J Barber
Notary Public

My Commission Expires: 10-29-96

STATE OF NC

COUNTY OF Meck

This 10th day of Dec, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came GARY CARLSON, who, being duly sworn, says that he is the Senior Vice President of UDC ADVISORY SERVICES, INC. General Partner of SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation in its capacity as General Partner of said limited partnership, by the authority of its Board of Directors duly given. And the said Asst Sec acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 10th day of Dec, 1992.

Carol J Barber
Notary Public

My Commission Expires: 10-29-96

EXHIBIT A

SUPPLEMENTAL DECLARATION OF GLENHAVEN AT FIRETHORNE CONDOMINIUM, PHASE XIII

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point within the right-of-way of Amity Spring Drive (a private road), said point marking the northwesternmost corner of Phase XII of Glenhaven at Firethorne Condominium as shown on plat thereof recorded in Unit Ownership File No. 373 in the Mecklenburg County Public Registry; and running thence along the westerly line of the aforesaid Phase XII of Glenhaven at Firethorne Condominium South 08-46-42 West 140.81 feet to a point, said point being located North 81-13-18 West 344.05 feet from a one-half inch iron pipe; thence North 81-13-18 West 166.0 feet to a point, said point being located South 81-13-18 East 18.0 feet from an iron pipe; thence North 05-19-17 East 170.70 feet to a point within the right-of-way of Amity Spring Drive; thence within said right-of-way of Amity Spring Drive the following three (3) courses and distances: (1) South 63-47-18 East 50.81 feet to a point, (2) with the arc of a circular curve to the left having a radius of 312.81 feet, an arc distance of 95.26 feet, and a chord bearing and distance of South 72-30-43 East 94.89 feet to a point, and (3) South 81-14-09 East 34.02 feet to the point and place of Beginning, and containing 0.5844 acre as shown on survey entitled "Final Plat of Phase XIII, Glenhaven at Firethorne Condominium" dated November 17, 1992 by Joseph W. Hendrick, N.C.R.L.S., of ESP Associates, P.A., to which survey reference is hereby made for a more particular description of the property.

ADD 5 UNITS

Prepared by and return to: SELLERS, HINSHAW, AYERS, DORTCH & LYONS, P.A.
(Box 91)

**CERTIFICATE OF
AMENDMENT TO THE DECLARATION
OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM**

FILE COPY	
FILED FOR REGISTRATION	DOC. #
DATE 7/18/01	TITLE
BOOK 12455	PAGE 39
DATE	REC. FEE
<small>JUDITH A. GIBSON, REGISTRAR OF DEEDS MECKLENBURG COUNTY, NC</small>	

THIS AMENDMENT TO THE DECLARATION of Glenhaven at Firethorne Condominium is made pursuant to Article XII of the Declaration of Glenhaven at Firethorne Condominium and is effective upon recordation in the public registry of Mecklenburg County, North Carolina.

Statement of Purpose

The Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 0397 of the Mecklenburg County, North Carolina Public Registry provides in Article XII for its Amendment. In accordance with the requirements of the Declaration, as well as N.C.G.S. §§ 47C-2-105 and 47C-2-117, consent and approval for the following Amendments to the Declaration was obtained from the required number of members and Eligible Mortgage Holders as defined in Article XIII of the Declaration. Accordingly, the Amendment of the Declaration as set forth herein is hereby certified by the Chairman or Vice-Chairman of Glenhaven at Firethorne Homeowners Association, Inc. and attested to by the Secretary of the Association for recordation in the public registry of Mecklenburg County.

NOW, THEREFORE, with the approval of the Members and Eligible Mortgage Holders as required by Articles XII and XIII of the Declaration of Glenhaven at Firethorne Condominium, the Declaration of the Glenhaven at Firethorne Condominium is amended as follows:

- Article II, Section 2.6 of the Declaration is amended to provide:

2.6. Unit Allocations. The allocation to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses, shall, as of January 1, 2002, be as stated in the attached Exhibit A and will be modified annually as set forth in said Exhibit A so that beginning January 1, 2005, all percentages of undivided interest shall be equal and shall not be based on any relation between the square foot area of each Unit and the aggregate square foot area of all Units. The votes in the Association are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned per Article II, Section 2.8 of the Bylaws.

2. Article III, Section 3.7 of the Declaration is deleted.

The undersigned, as Chairman and Secretary of the Glenhaven at Firethorne Homeowners Association, Inc., do hereby certify that approval of these Amendments was obtained as required by the Declaration and in accordance with North Carolina law and that these Amendments to the Declaration have been duly adopted to be effective upon the recordation of these Amendments.

ATTEST:

Mary E. McKey

Secretary
Glenhaven at Firethorne Homeowners
Association, Inc.

Bridget C. Wells

Chairman
Glenhaven at Firethorne Homeowners
Association, Inc.

STATE OF NORTH CAROLINA

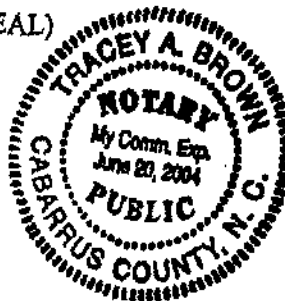
MECKLENBURG COUNTY

I, a notary public for the County and State aforesaid, do hereby certify that Bridget C. Wells, Chairman of the Glenhaven at Firethorne Homeowners Association, Inc., being first duly sworn, appeared before me this day and certified the due approval and adoption of the foregoing Amendments to the Declaration of Glenhaven at Firethorne Condominium for recordation in the public registry of Mecklenburg County, and the same have been attested by the Secretary upon authority duly given as the act and deed of the Association.

Tracey A. Brown
Notary Public

(SEAL)

My Commission Expires: 6/20/2004



JUDITH A GIBSON REG OF DEEDS MECK NC

FILED FOR REGISTRATION 10/29/97 11:54 UNIT FILE NO. 373 PAGE 1
BK: 09322 PG: 0361/0368 #:0298 22.00

SUPPLEMENTAL DECLARATION OF
GLENHAVEN AT FIRETHORNE CONDOMINIUM PHASE XIII XIV XV

THIS SUPPLEMENTAL DECLARATION and exhibits which are attached hereto and made a part hereof are made and executed as of the 23rd day of October, 1997, by PS&L ASSOCIATES LLC, a North Carolina limited liability company (the "Successor Declarant"), for itself, its successors and assigns pursuant to the provisions of Chapter 47C of the North Carolina General Statutes entitled the "North Carolina Condominium Act" and Article III of the Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry.

WITNESSETH:

WHEREAS, Sunrise Limited Partnership, an Illinois limited partnership, created Glenhaven at Firethorne Condominium, Phase I by Declaration of Glenhaven at Firethorne Condominium recorded in Book 6154 at Page 397 in the Mecklenburg County Public Registry (the "Declaration"); and

WHEREAS, the Declaration provided in Article III that the Declarant or its successors and assigns could add Additional Real Estate to the Condominium at any time without further consent of the Unit Owners and First Mortgagees; and

WHEREAS, Sunrise Limited Partnership, an Illinois limited partnership, created Glenhaven at Firethorne Phase II by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6158 at Page 783, and together with UDC-Universal Development L.P. created Glenhaven at Firethorne Phase III by Supplemental Declaration of Glenhaven at Firethorne Condominium, Phase III recorded in Book 6192 at Page 228, both in the Mecklenburg County Public Registry; and

WHEREAS, UDC- Universal Development L.P. created Glenhaven at Firethorne Phase IV by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6206 at Page 573, Glenhaven at Firethorne Phase V by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6294 at Page 100 and Glenhaven at Firethorne Phase VI by Supplemental Declaration of Glenhaven at Firethorne Condominium recorded in Book 6299 at Page 404, all in the Mecklenburg County Public Registry; and

WHEREAS, UDC-Universal Development L.P. and Sunrise Limited Partnership jointly created Glenhaven at Firethorne Phases VII, VIII, IX, X and XI by Supplemental Declarations of Glenhaven at Firethorne Condominium recorded in Book 6401 at Page 520, Book 6422 at Page 335, Book 6481 at Page 697, Book 6625 at Page 140 and Book 6884 at Page 146, respectively, in the Mecklenburg County Public Registry; and

WHEREAS, UDC Homes, Inc., a Delaware corporation and Sunrise Limited Partnership jointly created Glenhaven at Firethorne Phase XII by Supplemental Declaration of

Drawn By & Return To:
Woodard E. Farmer, Esq.
Parker, Poe & A
Box # 225
MFL

FOR REGISTRATION WITH A CLASSIC
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
3000 POC 01 11 33 PM
BOOK 1175 PAGE 040-049 FILE #17 04
INSTRUMENT # 20001749328



g-rr

and ~~XIII~~ ^{XIV}

FURTHERMORE, each Unit in Glenhaven at Firethorne Condominium, Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII inclusive, shall, from the date of the recording of this Supplemental Declaration, have the percentage interest in the Common Elements appurtenant to such Unit as set forth in Exhibit B attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be signed and sealed as its act and deed, the day and year first above written.

PS&L ASSOCIATES LLC, a North Carolina limited liability company

By: Saul Wojnowich
Member

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Mary Leslie, a Notary Public of Mecklenburg County and State of North Carolina, do hereby certify that Saul Wojnowich, member of PS&L Associates LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal this 20 day of October, 1997.

Mary Leslie
Notary Public

My Commission Expires:



6/1/01