

1990

AMENDMENT TO DECLARATION AND BYLAWS
OF
SIR JOHN'S HILL CONDOMINIUM

THIS AMENDMENT TO DECLARATION AND BYLAWS is made and entered into by the undersigned members of the SIR JOHN'S HILL HOMEOWNERS ASSOCIATION, INC., a non-profit, non-stock membership corporation organized under the laws of the State of North Carolina and being an Association of and limited to the owners of the condominium units of SIR JOHN'S HILL, hereinafter called the "Association";

WITNESSETH

WHEREAS, the undersigned constitute the owners of individual units of SIR JOHN'S HILL and an undivided interest in and to the common areas and facilities of Sir John's Hill; and

WHEREAS, the DECLARATION OF SIR JOHN'S HILL AS CONDOMINIUMS ("Declaration") and the BYLAWS OF SIR JOHN'S HILL HOMEOWNERS ASSOCIATION, INC. ("By-laws") are recorded in the Mecklenburg County Public Registry in Deed Book 3546, at Page 169 - 201; and

WHEREAS, the Association desires to amend the terms of the Declaration and By-laws to authorize and facilitate the transfer of certain portions of the common areas and facilities to the City of Charlotte in connection with the improvement of Colony and Sharonview Roads in lieu of formal condemnation of that property as permitted by law and to facilitate the distribution and application of the proceeds received by the Association as result of any such conveyance and to include additional provisions in both documents which will facilitate approval of Sir John's Hill by the Department of Housing and Urban Development for mortgage insurance;

AND WHEREAS, amendment of the DECLARATION is authorized and permitted by paragraph 14 of the Declaration and amendment of the By-laws is authorized and permitted by Article XVI of the By-laws;

NOW, THEREFORE, the Association, by and through the undersigned unit owners does hereby authorize the conveyance of a common area to the City of Charlotte in lieu of foreclosure and amends the Declaration and Bylaws, as follows:

I. Pursuant to N.C.G.S. §47 C-3-112, the undersigned unit owners do hereby authorize the Association to convey portions of the common area and elements to the City of Charlotte for use in connection with the expansion and improvement of Colony Road and Sharonview Road, which property is specifically identified on the attached six (6) plats of survey all pertaining to job number 288044 and being designated as Sheets 12A/6, 12B/6, 12C/6, 12D/6, 12E/6 and 12F/6 (hereinafter referred to as "the Property") in lieu of formal condemnation of that property by the City of Charlotte under its power of eminent domain for a purchase price

Prepared by and return to:
DeLaney and Sellers PA Box #91

of not less than One Hundred Eleven Thousand Four Hundred Dollars (\$111,400.00).

The officers of the Association are hereby authorized to contract to convey and convey common elements as authorized herein and shall have all powers necessary and appropriate to effect the conveyance of common elements as authorized herein, including the power to execute Deeds and other instruments as permitted by N.C.G.S. §47 C-3-112(c). The proceeds received by the Association from any conveyance of common elements as authorized herein shall be an asset of the Association as set forth in N.C.G.S. §47 C-3-112(a). It is understood and agreed that the net sales proceeds received by the Association in consideration of its conveyance of common elements as authorized herein shall be deposited in a separate account pending the adoption of a Resolution directing the distribution and use of the proceeds by a majority vote of the membership (unit owners) present in person or by proxy at a special meeting of the Association.

The agreement and consent of the undersigned unit owners to the conveyance of common elements by the Association to the City of Charlotte as set forth herein shall be void unless this instrument is duly recorded in the Mecklenburg County Public Registry on or before May 1, 1991.

II. Article XV of the BYLAWS is hereby amended to the extent its provisions are inconsistent with those provisions specifically set forth herein.

III. In order to facilitate approval of the Association's application to the Department of Housing and Urban Development for approval of the Sir John's Hill Condominiums for mortgage insurance, the By-laws of the Association are hereby amended by adding a new ARTICLE XX as follows:

ARTICLE XX

SUPPLEMENTAL PROVISIONS TO FACILITATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT APPROVAL FOR MORTGAGE INSURANCE

1. Availability of Books and Records. The Association shall, at reasonable times and upon reasonable notice, make available to unit owners, lenders and the holders and insurers of the first mortgage or deed of trust on any unit, current copies of the Declaration, By-laws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall also make available to respective purchasers at reasonable times and upon reasonable notice, current copies of the Declaration, By-laws and other rules governing the condominium as well as the most recent annual audited financial statement, if one is prepared. Upon written request from any of the agencies or corporations which has an interest or prospective interest in any condominium unit, the

Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

2. Leasing of Units. All leases of units must be in writing, must be subject to the Declaration, By-laws, rules and regulations of the condominium and shall be written on standard forms furnished by the Association which may not be modified without the written consent of the Association. No unit shall be leased for an initial term of less than thirty (30) days.

3. Rights of First Lien holders.

(a) A holder, insurer or guarantor of any first mortgage or deed of trust, upon written request to the Association (which request shall state the name and address of the holder, insurer, guarantor and the condominium unit number) shall be entitled to receive timely written notice of:

(1) Any proposed amendment of the condominium documents which effects a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited common elements appertaining to any unit or the liability of the Association appertaining thereto, (iii) the rights of the Association appertaining thereto or (iv) the purposes to which any unit or common elements are restricted.

(2) Any proposed termination of the condominium

(3) Any condemnation loss, claim or award which affects a material portion of the common elements or which affects any unit upon which a mortgage is held, insured or guaranteed;

(4) Any delinquency in the dues, assessments or charges owed by an owner of a unit subject to any such first mortgage, where such delinquency has existed for a period of sixty (60) days;

(5) Any lapse, cancellation or termination of any insurance policy maintained by the Association as required by the condominium documents.

(b) In the event of any condemnation, damage or destruction of all or any part of the common elements of the condominium:

(1) Any restoration or repair after a partial condemnation or damage due to insurable hazards shall be substantially in accordance with the Declaration and the original plans and specification unless the approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by eligible holders are allocated, is obtained.

(2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of the units subject to mortgages held by such eligible holders are allocated.

(3) Unless the formula for reallocation of interest and common elements after a partial condemnation or partial destruction of the condominium is fixed in advance by the Declaration or applicable law, no reallocation of interest in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such eligible holders are allocated.

As used in this paragraph, the term "eligible holder," shall mean a holder, insurer or guarantor of a first mortgage on a unit in the condominium which has requested notice in accordance with the provisions of subsection (a) above.

4. Amendment to Condominium Documents.

(a) The consent of owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders of first mortgages on units to which at least sixty-seven percent (67%) of the votes of units subject to a mortgage appertain, shall be required to terminate the condominium regime.

(b) The consent of owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders of first mortgages or deeds of trust on units to which at least fifty-one percent (51%) of the votes of units subject to a mortgage appertain, shall be required to materially amend any provision of the Declaration, By-laws or equivalent documents of the condominium or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting
- (2) Assessments, assessment liens or subordination
of such liens
- (3) Reserves for maintenance, repair and replacement
of common elements
- (4) Insurance or fidelity bonds
- (5) Rights to use of the common elements
- (6) Responsibility for maintenance and repair of
the several portions of the condominium

(7) Expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the condominium regime

(8) Boundaries of any unit

(9) The interests in the general or limited common elements

(10) Convertibility of units into common elements or common elements into units

(11) Leasing of units

(12) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey a unit in the condominium, and

(13) Establishment of self management by the condominium association where professional management has been required by any of the agencies or corporations.

(c) The consent of owners of units to which at least sixty-seven percent (67%) of the votes of the Association are allocated and the approval of eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to a mortgage appertain, shall be required to amend any provision included in the Declaration, By-laws or equivalent documents of the condominium which are for the express benefit of holders or insurers of first mortgages on units in the condominium.

(d) For purposes of this section, "eligible holder" is defined as set forth in the preceding paragraph. The provisions of this paragraph do not apply to amendments to the constituent documents or to termination of the condominium regime made as result of destruction, damage or condemnation pursuant to the preceding paragraph or to a reallocation of interest in the common elements which might occur pursuant to any plan of expansion or phase development previously approved by the agencies and corporations, to the extent such approval was required under the applicable condominium programs of the agencies and corporations.

5. Reciprocal Rights of Action. The Association and any aggrieved unit owner shall have a right of action against any unit owner for failure to comply with the provisions of the Declaration, By-laws, rules and regulations or equivalent documents of the Association or with decisions of the Association which are made pursuant to the authority granted to the Association in those documents. Similarly, unit owners shall have a right of action against the Association for any failure to comply with the provisions of the Declaration, By-laws, rules and regulations or equivalent documents.

6. Insurance and Related Requirements.

(a) Type and Scope of Insurance Coverage Required

(1) Fire and Other perils. The Association shall obtain, maintain and pay the premiums upon, as a common expense, a "master" or "blanket" type of policy of property insurance covering all of the common elements and limited common elements, (except land, foundation, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the common elements of the condominium, building service equipment and supplies and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. The property which shall be covered by any "master" or "blanket" type policy is delineated in Article IX of the By-laws.

The "master" or "blanket" property insurance coverage maintained by the Association shall be in an amount at least equal to coverage as is commonly required by prudent institutional mortgage investors in the Mecklenburg County area, and shall be an amount equal to one hundred percent (100%) of the current replacement cost of the condominium exclusive of land, foundation, excavation and other items normally excluded from coverage. The name of the insured under all such policies must be set forth therein substantially as follows:

"Association of Owners of the Sir John's Hill
Condominium for use and benefit of the individual
owners"

All loss payable clauses shall be in favor of the Association, as trustee, for each unit owner and each owner's mortgagee. The Association shall hold any proceeds of insurance in trust for the unit owners and their first mortgage holders, as their interests may appear. Each unit owner and each unit owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership or in an amount determined pursuant to a reasonable formula prescribed in the Declaration or an appropriate exhibit thereto. Certificates of insurance shall be issued to each unit owner and mortgagee upon request.

All "master" or "blanket" policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Mecklenburg County area and which appropriately names FNMA and FHLMC, if such corporations are holders of first mortgages on any units within the condominium. No such policy may be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy.

No policy shall: (i) provide for contributions or assessments to be made against borrowers, FNMA, FHLMC or the designee of FNMA or FHLMC; or (ii) make loss payments contingent upon action by the carrier's Board of Directors, policy holders or members, or (iii) include any limiting clauses (other than insurance conditions) which could prevent FNMA or FHLMC or borrowers from collecting insurance proceeds.

All policies must also provide for recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against unit owners individually; that the insurance is not prejudiced by any act or neglect of individual owners which is not in the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss, which provisions are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

The insurance policy shall afford, as a minimum, protection against the following:

(1) Loss or damage by fire or other perils normally covered by the standard extended coverage endorsement

(2) All other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement where such is available.

In addition, all policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement."

(2) Liability Insurance. The Owners Association shall maintain comprehensive General Liability insurance coverage on all common elements, commercial space owned and leased by the Owners Association and public ways of the condominium project. Coverage limit shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; provided, however, that coverage for bodily injury, including deaths of persons and property damage arising out of a single occurrence shall be not less than One Million Dollars (\$1,000,000.00). Coverage shall include, without limitation, legal liability of insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association.

No policy may be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. Such policies must also include such additional provisions as may be required by FNMA and FHLMC against such other risks as are customarily

covered with respect to condominiums similar in construction, location and use.

(3) Flood Insurance. If the condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance been made available under the National Flood Insurance Program (NFIP), the Association must obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of the policy (hereinafter referred to as "insurable property"), in an amount deemed appropriate by the Association, in an amount greater than or equal to the lesser of (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; and/or (b) one hundred percent (100%) of the current "replacement cost" of all such buildings and other insurable property within such area. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject to flood insurance issued by the Federal Insurance Administrator.

(4) Fidelity bonds. The Association shall maintain blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. In the event the Association employs a management agent for the purpose of handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

All fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including the reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds. All bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all fidelity bonds, except those maintained by the management agent, shall be paid by the Association as a common expense.

No bond may be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association and to any FNMA servicer on behalf FNMA.

(b) Insurance Trustees; Power of Attorney

Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

To this end, each unit owner hereby appoints the Association to act as his attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

(c) Qualifications of Insurance Carriers

The Association shall at all times use generally acceptable insurance carriers, and carriers selected by the Association shall be acceptable to FNMA and FHLMC.

(d) Condemnation and Total or Partial Loss or Destruction

The Association shall represent the unit owners in any and all condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of common elements, or any part thereof, by the condemning authority. To the extent permitted under North Carolina law, each unit owner does hereby appoint the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award of proceeds of settlement shall be payable to the Association to be held in trust for unit owners and their first mortgage holders as their interests may appear; provided, however, that these provisions shall in no way affect or alter the consent and authority granted by the unit owners to the Association herein to settle, resolve or convey common elements to the City of Charlotte in connection with the threatened condemnation of Colony Road and Sharonview Road.

7. These supplemental provisions are intended to qualify the condominium for approval by the Department of Housing and Urban Development for federally insured mortgage insurance and overrule and supercede existing provisions of the Declaration and Bylaws only to the extent those existing provisions are less stringent than those set forth in this Article. To the extent other provisions of the Declaration and Bylaws contain more stringent requirements on the subjects dealt with in this article, those more stringent requirements shall continue in full force and effect notwithstanding the provisions of this article, and

FARRINGTON APARTMENTS
PARCEL I.D. # 183-151-01

(13)

(12)
SIR JOHN'S UNIT OF OWNERSHIP
BOOK 4, PAGE 3

SEE DETAIL SHEET
18078 OF 13

AREA = 4334 S.F.

SEE DETAIL SHEET
18078 OF 13

COLONY ROAD -LREV-

COLONY ROAD -L-

E = PERMANENT
S = TEMPORARY

10+00
15+00
SHARON VIEW ROAD -Y-


TOTAL AREA 8,482 AC. ON 237,049 S.F.
AREA ACQUIRED 4,334 S.F. ON 628 AC.
AREA REMAINING 2,331 S.F. ON 3,348 AC.
PERMANENT EMB. AREA 136 S.F. 0.003 AC.



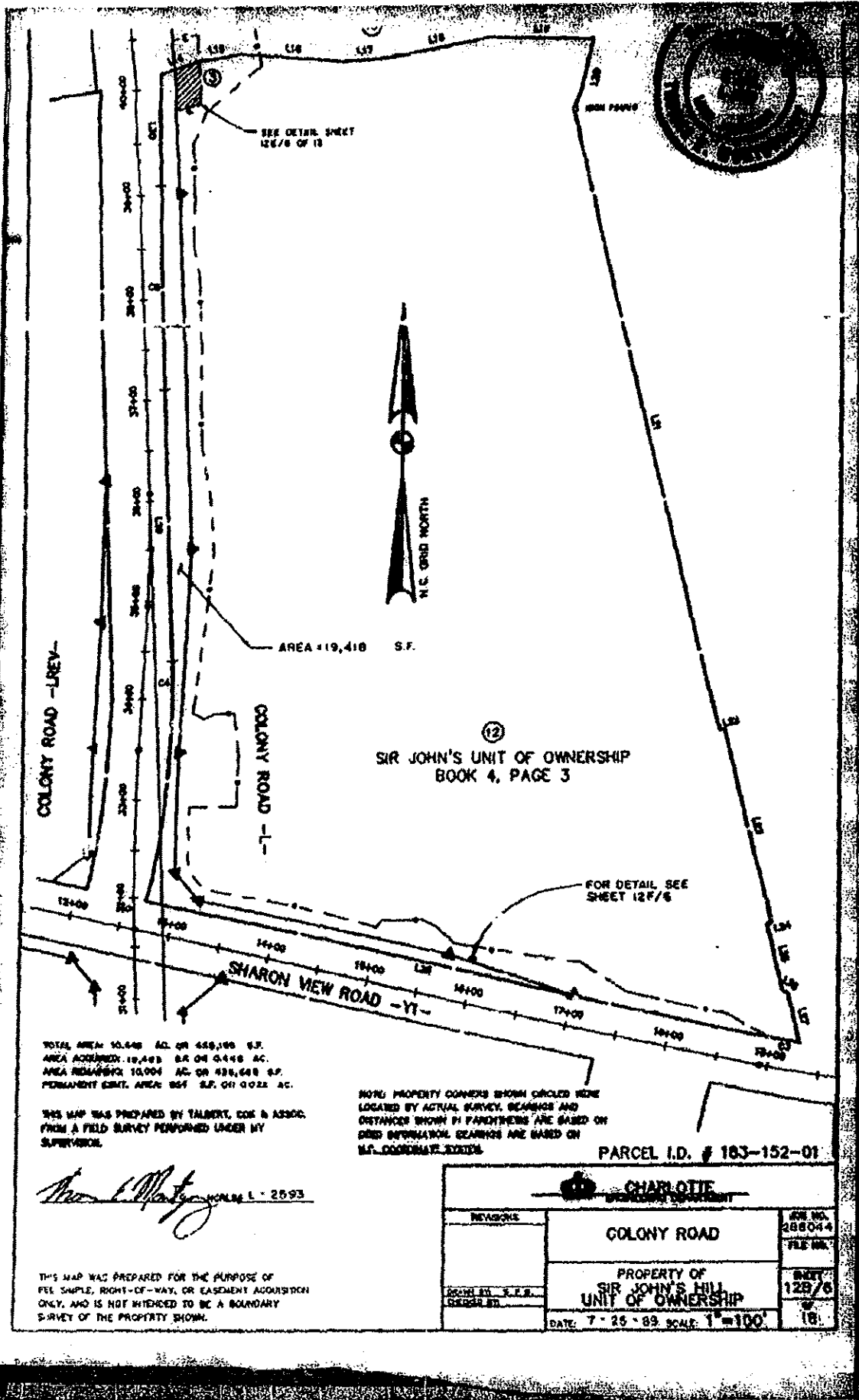
THIS MAP WAS PREPARED BY TAJMOKI, COX & ASSOC.
FROM A FIELD SURVEY PERFORMED UNDER MY
SUPERVISION.

NOTED PROPERTY CORNERS SHOWN ENCLOSED WERE
LOCATED BY ACTUAL SURVEY. BEARINGS AND
DISTANCES SHOWN IN PARENTHESES ARE BASED ON
FIELD INFORMATION. BEARINGS ARE BASED ON
N.E.C. COORDINATE SYSTEM.

PARCEL I.D. # 183-152-01


 CHARLOTTE DIVISION OF PLANNING		COLONY ROAD PROPERTY OF SIR JOHN'S UNIT OF OWNERSHIP	183-152-01
BEYONCE 1/15/90 THOMAS E. MATZINGER SURVEYOR	183-152-01		

THIS MAP WAS PREPARED FOR THE PURPOSE OF
FEE SIMPLE, RIGHT-OF-WAY, OR EASEMENT ACQUISITION
ONLY, AND IS NOT INTENDED TO BE A BOUNDARY
SURVEY OF THE PROPERTY SHOWN.



Thomas E. Talbert
 TALEBERT, COE & ASSOC.
 2593

THIS MAP WAS PREPARED FOR THE PURPOSE OF
 FEE SIMPLE, RIGHT-OF-WAY, OR EASEMENT ACQUISITION
 ONLY, AND IS NOT INTENDED TO BE A BOUNDARY
 SURVEY OF THE PROPERTY SHOWN.

 CHARLOTTE PLANNING DEPARTMENT		
BEARINGS DISTANCES DATE: 7-25-89	COLONY ROAD PROPERTY OF SIR JOHN'S HILL UNIT OF OWNERSHIP	JOB NO. 288044 FILE NO. SHEET 128/6 OF 18
DATE: 7-25-89 SCALE: 1"=100'		

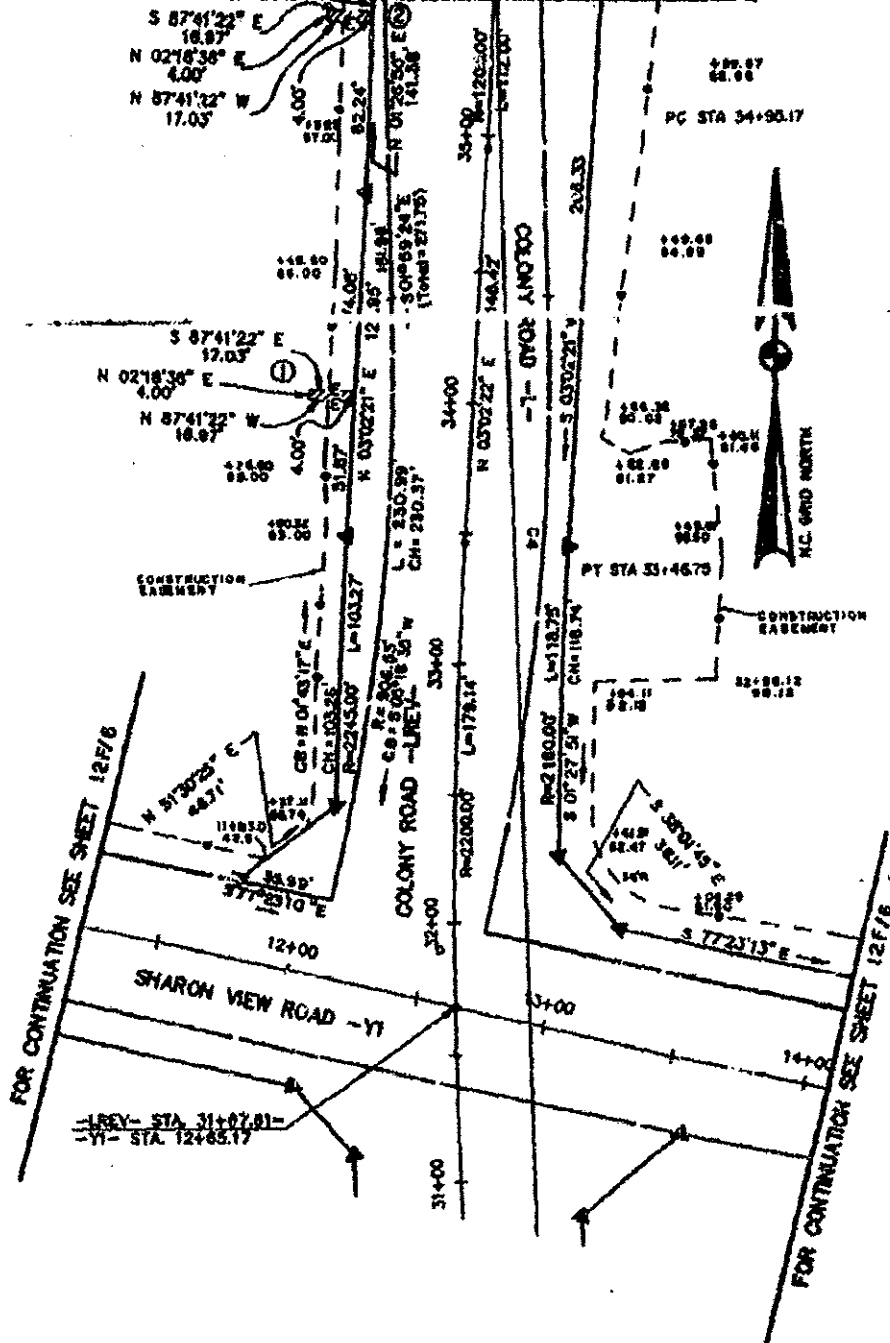
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C2	8000.18	160.46	80.23	80.23
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C4	4000.18	80.23	40.12	40.12
C5	2000.18	40.12	20.06	20.06

LINE	DETO CALLS	DISTANCE	LINE	DETO CALLS	DISTANCE
L1	N 73°19'31" W	210.44	L1		
L2	N 73°19'31" W	105.22	L2		
L3	N 73°19'31" W	105.22	L3		
L4	N 73°19'31" W	105.22	L4		
L5	N 73°19'31" W	105.22	L5		
L6	N 73°19'31" W	105.22	L6		
L7	N 73°19'31" W	105.22	L7		
L8	N 73°19'31" W	105.22	L8		
L9	N 73°19'31" W	105.22	L9		
L10	N 73°19'31" W	105.22	L10		
L11	N 73°19'31" W	105.22	L11		
L12	N 73°19'31" W	105.22	L12		
L13	N 73°19'31" W	105.22	L13		
L14	N 73°19'31" W	105.22	L14		
L15	N 73°19'31" W	105.22	L15		
L16	N 73°19'31" W	105.22	L16		
L17	N 73°19'31" W	105.22	L17		
L18	N 73°19'31" W	105.22	L18		
L19	N 73°19'31" W	105.22	L19		
L20	N 73°19'31" W	105.22	L20		
L21	N 73°19'31" W	105.22	L21		
L22	N 73°19'31" W	105.22	L22		
L23	N 73°19'31" W	105.22	L23		
L24	N 73°19'31" W	105.22	L24		
L25	N 73°19'31" W	105.22	L25		
L26	N 73°19'31" W	105.22	L26		
L27	N 73°19'31" W	105.22	L27		
L28	N 73°19'31" W	105.22	L28		
L29	N 73°19'31" W	105.22	L29		
L30	N 73°19'31" W	105.22	L30		

SIR JOHN'S UNIT OF OWNERSHIP
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 PARCEL I.D. # 153-132-01

CHARLOTTE PLANNING DEPARTMENT		
REVISIONS	COLONY ROAD	JOB NO. 2000000000
		PER NO.
DATE: 7-23-89	PROPERTY OF SIR JOHN'S HILL UNIT OF OWNERSHIP	SCALE 120/70
	DATE: 7-23-89	BY 10

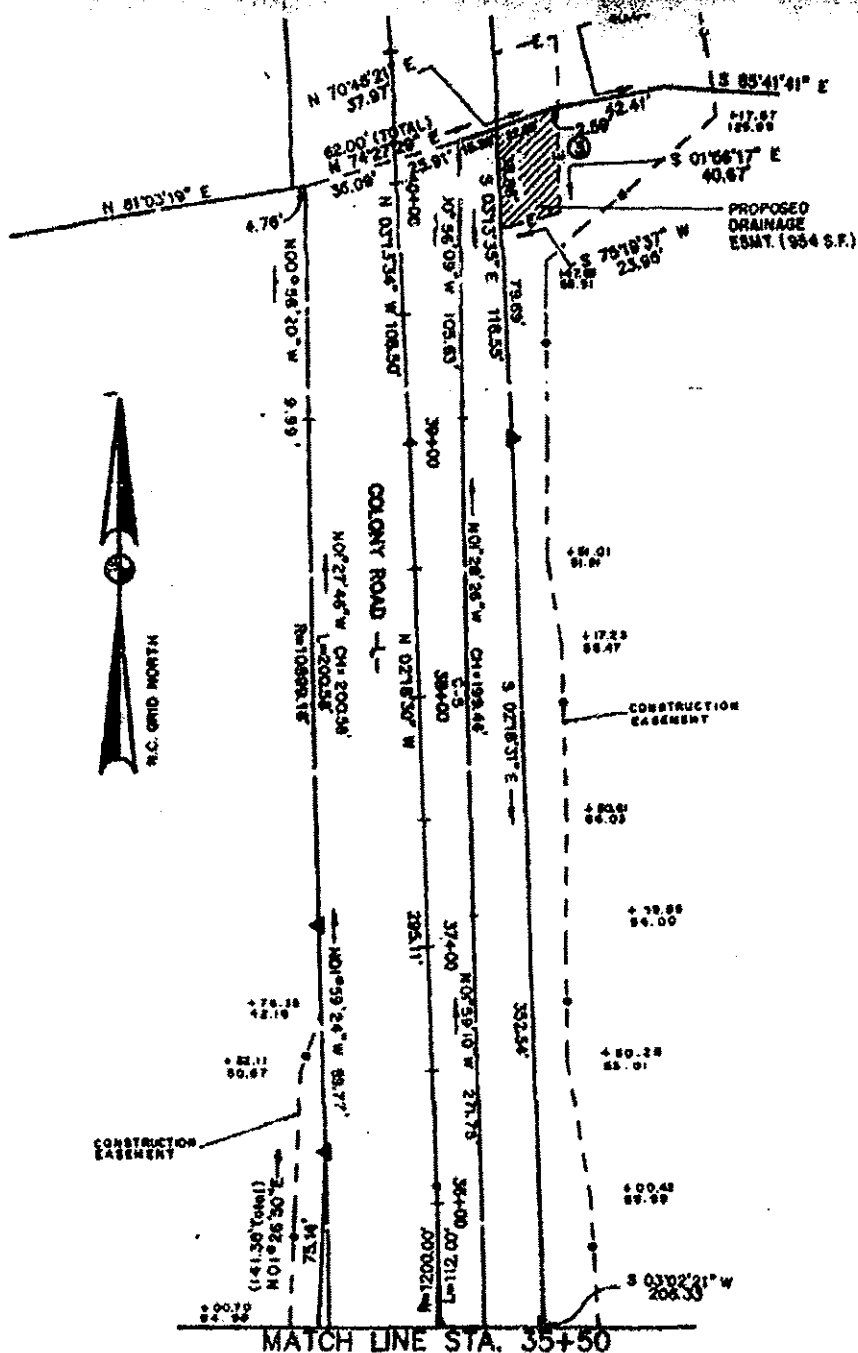
78.12 MATCH LINE STA. 35+50



E=PERMANENT
T=TEMPORARY

SIR JOHN'S UNIT OF OWNERSHIP
BOOK 4, PAGE 3
PARCEL I.D. # 153-152-01

 CHARLOTTE ENGINEERING DEPARTMENT		
REVISIONS	COLONY ROAD	JOB NO. 288044
	PROPERTY OF SIR JOHN'S HILL UNIT OF OWNERSHIP	FILE NO.
DRAWN BY: J.T.B. CHECKED BY:		SHEET 120/76
		OF 18
		DATE: 7-25-89 SCALE: 1"=50'



MATCH LINE STA. 35+50

SIR JOHN'S UNIT OF OWNERSHIP
 BOOK 4, PAGE 3
 PARCEL I.D. # 163-152-01

E=PERMANENT
 •=TEMPORARY

CHARLOTTE PLANNING DEPARTMENT		
APPROVALS	COLONY ROAD	JOB NO. 288044
		FILE NO.
DRAWN BY: J.F.B.	PROPERTY OF SIR JOHN'S HILL UNIT OF OWNERSHIP	SHEET 12E/6
RECORD BY:		OF 18
DATE: 7-25-89 SCALE: 1"=50'		

S12°38'47" W
3.89'

UTIL. ESMT.

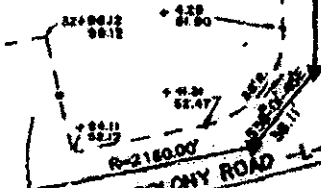
S77°25'15" E
5.00'

N12°36'47" E
3.43'

+74.46
 54.18
 +88.00
 89.72
 +85.82
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 +88.78
 70.77
 +86.07
 64.85
 +87.88
 67.25
 +87.08
 65.18

+82.80
 82.80
 +82.48
 87.00

CONSTRUCTION ESMT.



SEE SHEET 12D/6

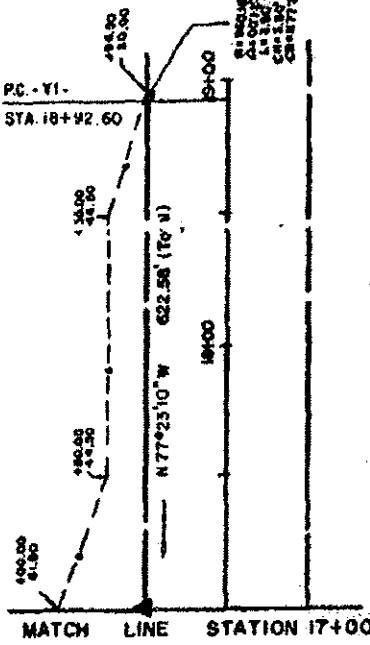
CONSTRUCTION ESMT.

SIR JOHN'S UNIT OF OWNERSHIP
 BOOK 4, PAGE 3
 PARCEL I.D. # 183-152-01

10 215
42.5

10+00
 15+00
 14+00
 13+00
 12+00

SHARON VIEW ROAD -Y1-



E = PERMANENT
 * = TEMPORARY

CHARLOTTE ENGINEERING DEPARTMENT		
REVISIONS	COLONY ROAD	JOB NO. 28804.4
		PER. NO.
	PROPERTY OF SIR JOHN'S HILL UNIT OF OWNERSHIP	SHEET 12F/6
DATE: 7-25-89	SCALE: 1"=50'	OF 18

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sheila H. Chase, a notary public for the county and state aforesaid, do hereby certify that the following named persons personally appeared before me this day, and being first duly sworn, acknowledged the due execution of the foregoing Amendment to Declaration and By-laws of Sir John's Hill Condominium.

<u>Unit Number</u>	<u>Name</u>	<u>Percentage Interest</u>
3601	✓ Julia C. Erb	1.268
3607	✓ C. B. Sullivan	1.102
3609	✓ Carol A. Hayrell	1.102
3615	✓ Jean C. Clark	1.102
3619	✓ Julia S. Skinner	1.268
3624	✓ Jack J. Mulligan Jr	1.102
3627	✓ Juniece E. Isola	1.102
3629	✓ Teresa Lynn Cress	1.268
3630	✓ Glenn S. Raies	1.268
3631	✓ Molly H. Childers	1.268
3632	✓ Cheryl H. Allen	1.102
3637	✓ Nancy E. Davis	1.268
3643	✓ Cynthia S. Locke	1.102
3645	Gayanne & Dick Katz	1.550
3647	✓ Robin I. Lodge	1.550
3653	✓ Larry Farber	1.550
3655	✓ James G. Barefoot	1.550
3703	✓ Carlene Wilson	1.550
3705	✓ Doris Long	1.550
3711	✓ Juniece E. Isola	1.550
3715	✓ William M. Hood, Jr.	1.550
3721	✓ Mary Stuckey Isaacs	1.268
3728	W. Con Proctor	1.102
3729	✓ Martha S. Hayes	1.102
3731	✓ Dana Mitchell	1.102
3737	✓ J. Patrice Patterson	1.268
3742	✓ Sutherland M. Brown, Jr.	1.268
3743	✓ Audrey H. Barnhill	1.268
3745	✓ J. H. MacKeigan	1.268
3749	✓ Eleanor Bradshaw	1.268
3751	✓ Marilyn Maurice	1.102
3756	✓ Ann Archer	1.268
3766	✓ Gertrude M. Geiger	1.550

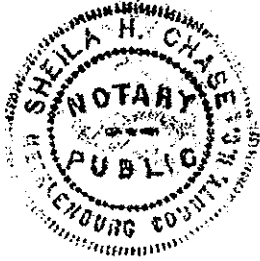
WITNESS my hand and official seal this the 8th day of July, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



STATE OF NORTH CAROLINA

COUNTY OF MCKENNA

I, Sheila H. Chase, a notary public for the county and state aforesaid, do hereby certify that Jean C. Clark personally appeared before me this day, and being first duly sworn stated that in her presence the following owners duly acknowledged the execution of the foregoing Amendment to Declaration and By-laws of Sir John's Hill Condominium.

Unit Number	Name	Percentage Interest
3603	Yasmin Rahiman	1.258
3617	Daniel Waite	1.102
3622	Eliza Solomon	1.268
3709	Donald R. Snee	1.550
3732	Anne Alden Allan	1.268
3764	David A. Thompson	1.550
3766	C. C. Corey	1.550

WITNESS my hand and official seal this the 8th day of

July, 1990

Sheila H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



My Commission Expires May 3, 1992



✓
 Name _____ (SEAL) _____ Witness
 3707 Winding Creek Lane
Donald F. Noe (SEAL) Jean C. Clark ✓
 Name _____ Witness
 3709 Winding Creek Lane

✓
 Name _____ (SEAL) _____ Witness
 3711 Winding Creek Lane
Jessie E. Dicks (SEAL) Sheila H. Chase ✓
 Name _____ Witness
 3713 Winding Creek Lane

William M. Woody (SEAL) Sheila H. Chase ✓
 Name _____ Witness
 3715 Winding Creek Lane
Mary Suskey Isaacs (SEAL) Sheila H. Chase ✓
 Name _____ Witness
 3721 Winding Creek Lane

Mita Small (SEAL) Deborah C. Noe ✓
 Name _____ Witness
 3722 Winding Creek Lane

✓
 Name _____ (SEAL) _____ Witness
 3723 Winding Creek Lane
Alan H. Helms (SEAL) Donald F. Noe ✓
 Name _____ Witness
 3724 Winding Creek Lane

✓
C. John Parker (SEAL) Deborah C. Noe ✓
 Name _____ Witness
 3725 Winding Creek Lane

✓
 Name _____ (SEAL) _____ Witness
 3726 Winding Creek Lane

Name _____ (SEAL) _____ Witness
 3727 Winding Creek Lane
~~Donald F. Noe~~ William A. Proctor (SEAL) Sheila H. Chase ✓
 Name _____ Witness
 3728 Winding Creek Lane

EWOR

Martha L. Hayes (SEAL) Sheila H. Chase ✓
 Name _____ Witness
 3729 Winding Creek Lane

My Commission Expires May 3, 1992



Name
3730 Winding Creek Lane

Witness

Dave McCall (SEAL)

Sheila H. Chase ✓

Name
3731 Winding Creek Lane

Witness

Blanche Wilson (SEAL)

Jean C. Clark ✓

Error

Name
3732 Winding Creek Lane

Witness

(SEAL)

Name
3733 Winding Creek Lane

Witness

(SEAL)

Name
3735 Winding Creek Lane

Witness

Carrie Patterson (SEAL)

Sheila H. Chase ✓

Name
3737 Winding Creek Lane

Witness

Edward J. ... (SEAL)

Deborah C. Noe ✓

Name
3738 Winding Creek Lane

Witness

(SEAL)

Name
3740 Winding Creek Lane

Witness

Justus and M. Brown (SEAL)

Sheila H. Chase ✓

Name
3742 Winding Creek Lane

Witness

(SEAL)

Name
3744 Winding Creek Lane

Witness

Maureen ... (SEAL)

Sheila H. Chase ✓

Name
3745 Winding Creek Lane

Witness

(SEAL)

Name
3746 Winding Creek Lane

Witness

(SEAL)

Name
3747 Winding Creek Lane

Witness

John E. ... (SEAL)

Deborah C. Noe ✓

Name
3748 Winding Creek Lane

Witness

My Commission Expires May 3, 1992



- ✓ *Deanna Braddock* (SEAL) *Sheila H. Chase* ✓
Name 3749 Winding Creek Lane
Witness
- ✓ *Marilyn Maurice* (SEAL) *Sheila H. Chase* ✓
Name 3751 Winding Creek Lane
Witness
- ✓ *Rich Patterson* (SEAL) *David A. Thompson* ✓
Name 3754 Winding Creek Lane
Witness
- ✓ *Ann Archer* (SEAL) *Sheila H. Chase* ✓
Name 3756 Winding Creek Lane
Witness
- ✓ _____ (SEAL) _____
Name 3758 Winding Creek Lane
Witness
- ✓ *Gone Goughblood* (SEAL) *David A. Thompson* ✓
Name 3760 Winding Creek Lane
Witness
- ✓ *Brenda Dixon* (SEAL) *David A. Thompson* ✓
Name 3762 Winding Creek Lane
Witness
- ✓ *David A. Thompson* (SEAL) *Jean C. Clark* ✓
Name 3764 Winding Creek Lane
Witness
- ✓ *Ally Day* (SEAL) *Jean C. Clark* ✓
Name 3766 Winding Creek Lane
Witness
- ✓ *Bertand M. Geiger* (SEAL) *Sheila H. Chase* ✓
Name 3768 Winding Creek Lane
Witness
- ✓ *Andrew J. Bernell* (SEAL) *Sheila H. Chase* ✓
Name 3743 Winding Creek Lane
Witness

My Commission Expires May 3, 1992

further, all provisions of the Declaration and Bylaws not inconsistent with the provisions of this article shall continue in full force and effect and shall be in no way affected or modified by the provisions set forth herein.

IN WITNESS WHEREOF, the undersigned have signed this instrument and affixed their seals hereto.

Julia C. Est (SEAL) *Sheila H. Chase* ✓
Name Witness
3601 Maple Glen Lane

Yasmin Rahiman (SEAL) *Jean C. Clark* ✓
Name Witness
3603 Maple Glen Lane

____ (SEAL) _____
Name Witness
3605 Maple Glen Lane

Ch. Sullivan
Carol A. Harrell (SEAL) *Sheila H. Chase* ✓
Name Witness
3607 Maple Glen Lane

____ (SEAL) _____
Name Witness
3609 Maple Glen Lane

Carol A. Harrell (SEAL) *Sheila H. Chase* ✓
Name Witness
3611 Maple Glen Lane

____ (SEAL) _____
Name Witness
3613 Maple Glen Lane

Jean C. Clark (SEAL) *Sheila H. Chase* ✓
Name Witness
3615 Maple Glen Lane

Dul Shit (SEAL) *Jean C. Clark* ✓
Name Witness
3617 Maple Glen Lane

Julia J. Kummer (SEAL) *Sheila H. Chase* ✓
Name Witness
3619 Maple Glen Lane

And. Bremer (SEAL) *Deborah C. Noe* ✓
Name Witness
3620 Maple Glen Lane

My Commission Expires May 3, 1992

Ronda Seligman (SEAL)
Name
3622 Maple Glen Lane

James C. Clark ✓
Witness

Name
3623 Maple Glen Lane

Witness

Paul Mulligan Jr. (SEAL)
Name
3624 Maple Glen Lane

Sheila H. Chase ✓
Witness

Leslie E. Goodright (SEAL)
Name
3625 Maple Glen Lane

David A. Thompson ✓
Witness

Anna Maria Brantner (SEAL)
Name
3626 Maple Glen Lane

Deborah C. Noe ✓
Witness

James E. [unclear] (SEAL)
Name
3627 Maple Glen Lane

Sheila H. Chase ✓
Witness

Blanche K. Wilson (SEAL)
Name
3628 Maple Glen Lane

Carol A. Harrell ✓
Witness

Jessie Lynn Cress (SEAL)
Name
3629 Maple Glen Lane

Sheila H. Chase ✓
Witness

Alan E. [unclear] (SEAL)
Name
3630 Maple Glen Lane

Sheila H. Chase ✓
Witness

Maely N. Chubins (SEAL)
Name
3631 Maple Glen Lane

Sheila H. Chase ✓
Witness

Cheryl H. Allen (SEAL)
Name
3632 Maple Glen Lane

Sheila H. Chase ✓
Witness

Error

~~_____~~ (SEAL)
Name
3633 Maple Glen Lane

Witness

Name
3634 Maple Glen Lane

Witness

Name
3635 Maple Glen Lane

Witness

My Commission Expires May 3, 1992



✓ Name _____ (SEAL) _____ Witness _____
3636 Maple Glen Lane

✓ Nancy Edmunds (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3637 Maple Glen Lane

Name _____ (SEAL) _____ Witness _____
3638 Maple Glen Lane

✓ Name _____ (SEAL) _____ Witness _____
3641 Maple Glen Lane

Cynthia Locke (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3643 Maple Glen Lane

~~James & Dick Hall~~ (SEAL) Sheila H. Chase
Name _____ Witness _____
3645 Maple Glen Lane

✓ Robin V. Sledge (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3647 Maple Glen Lane

Name _____ (SEAL) _____ Witness _____
3649 Maple Glen Lane

✓ Name _____ (SEAL) _____ Witness _____
3651 Maple Glen Lane

Larry Fuller (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3653 Maple Glen Lane

✓ James D. Bennett (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3655 Maple Glen Lane

Name _____ (SEAL) _____ Witness _____
3701 Winding Creek Lane

✓ Carlene Wilson (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3703 Winding Creek Lane

✓ Lois Long (SEAL) Sheila H. Chase ✓
Name _____ Witness _____
3705 Winding Creek Lane

SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Susan W. Haywood (SEAL)

Name: SUSAN W. HAYWOOD

Address: 4920 Carmel Park Lane

Charlotte, North Carolina 28226

STATE OF North Carolina

COUNTY OF Mecklenburg

3713 WINDING CREEK LANE

I, a Notary Public for the County and State aforesaid, do hereby certify that SUSAN W. HAYWOOD personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

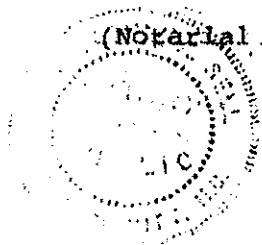
This the 13th day of June, 1990.

Richard A. Sell
Notary Public

My Commission Expires:

12/10/94

(Notarial Stamp or Seal)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sheila H. Chase, a notary public for the county and state aforesaid, do hereby certify that Carol A. Harrell personally appeared before me this day, and being first duly sworn stated that in her presence the following owners duly acknowledged the execution of the foregoing Amendment to Declaration and By-laws of Sir John's Hill Condominium.

<u>Unit Number</u>	<u>Name</u>	<u>Percentage Interest</u>
3628	✓ Blanche K. Wilson	1.268

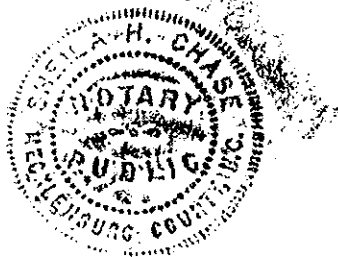
WITNESS my hand and official seal this the 8th day of July, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Shirley H. Chase, a notary public for the county and state aforesaid, do hereby certify that Deborah C. Noe personally appeared before me this day, and being duly sworn, stated that in her presence the following owners duly acknowledged the execution of the forgoing Amendment to Declaration and By-Laws of Sir John's Hill Condominium:

<u>Unit Number</u>	<u>Name</u>	<u>Percentage Interest</u>
3620	✓ Ina L. Bazemore	1.102
3626	✓ Anna Marie Brockwell	1.102
3722	✓ Rita Small	1.102
3724	✓ O. Lester Parker	1.102
-3738	Edward A. Cunningham III	1.102
-3748	Sam E. Phifer, Jr.	1.102

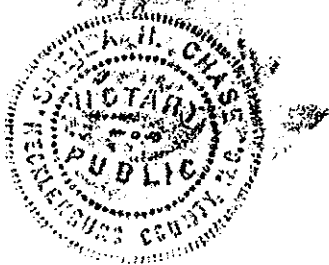
WITNESS my hand and official seal this the 8th day of July, 1990.

Shirley H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



STATE OF NORTH CAROLINA

COUNTY OF NECKLENBURG

I, Sheila H. Chase, a notary public for the county and state aforesaid, do hereby certify that Donald F. Noe personally appeared before me this day, and being duly sworn stated that in her presence the following owners duly acknowledged the execution of the foregoing Amendment to Declaration and By-laws of Sir John's Hill Condominium.

Unit Number
3723

Name
Helen H. Helms

Percentage Interest
1.258

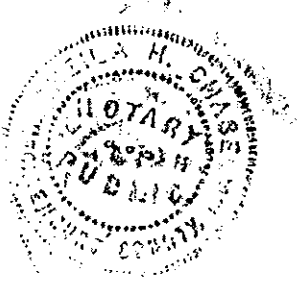
WITNESS my hand and official seal this the 8th day of July, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sheila H. Chase, a notary public for the county and state aforesaid, do hereby certify that Barbara A. Thompson personally appeared before me this day, and being first duly sworn stated that in her presence the following owners duly acknowledged the execution of the foregoing Amendment to Declaration and By-laws of Sir John's Hill Condominium.

<u>Unit Number</u>	<u>Name</u>	<u>Percentage Interest</u>
3625	✓ Leslie E. Goodnight	1.102
3754	✓ Heidi Patterson	1.268
3760	✓ Jane Youngblood	1.268
3762	✓ Brenda Delano	1.550

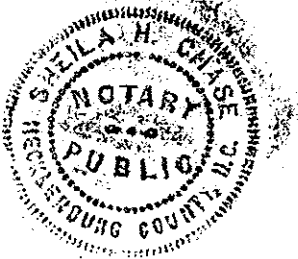
WITNESS my hand and official seal this the 8th day of July, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

May 3, 1992

(Notary Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Charles Craig Munley (SM))
Name: Charles Craig Munley
Address: 3600 Maple Glen Ave
Chantilly, Va. 20151

STATE OF M.C.
COUNTY OF Rockingham

I, a Notary Public for the County and State aforesaid, do hereby certify that Charles Craig Munley personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

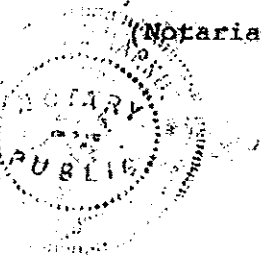
This the 4 day of June, 1990.

Suzette Markson
Notary Public

My Commission Expires:

7-28-93

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Loretta Warren Bradshaw (SEAL)

Name:

(3613 MAPLE GLEN LANE)

Address: 3031 Brandel Drive,

Charlotte, N.C. 28209

STATE OF North Carolina

COUNTY OF Mecklenburg

I, a Notary Public for the County and State aforesaid, do hereby certify that Loretta Warren Bradshaw personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 12 day of June, 1990.

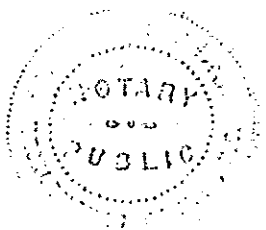
Sheila H. Chase
Notary Public

My Commission Expires:

My Commission Expires May 3, 1991

(Notarial Stamp or Seal)

Witness —



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Gerald A. Frucht (SEAL)

Name: GERALD A. FRUCHT
3635 MAPLE GLEN LANE

Address: 6901 SAND HILL RD

RALEIGH, N.C. 27615

STATE OF North Carolina

COUNTY OF Wake

I, a Notary Public for the County and State aforesaid, do hereby certify that Gerald A. Frucht personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

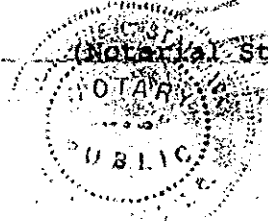
This the 13th day of June, 1990.

Louanna C. Shirk
Notary Public

My Commission Expires:

April 7, 1991

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Theron D. Holcombe (SEAL)

Name: T. D. Holcombe

Address: 2636 Maple Glen Lane

Mooreville, N.C. 28115

STATE OF NORTH CAROLINA

COUNTY OF TREDEWELL

I, a Notary Public for the County and State aforesaid, do hereby certify that Theron D. Holcombe personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 11th day of June, 1990.

Barbara Lynn Gause
Notary Public

My Commission Expires:
My Commission Expires March 6, 1994

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Name: Edward George Michael (SEAL)
Address: 1558 Hunting Ct.
Matthews, N.C. 28105

STATE OF North Carolina
COUNTY OF Darlington

I, a Notary Public for the County and State aforesaid, do hereby certify that Edward George Michael personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 12 day of June, 1990.

Phillip Amerson
Notary Public

My Commission Expires:
9-14-93

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Aaron J. Smith (SEAL) ✓
Name: *Aaron J. Smith*
Address: *3651 Maple Hill Drive*
Charlotte, N.C. 28206

STATE OF *N.C.*
COUNTY OF *Mecklenburg*

I, a Notary Public for the County and State aforesaid, do hereby certify that *Aaron J. Smith* personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the *11* day of *June*, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

My Commission Expires May 3, 1997

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

(SEAL)

Name: Judy D. Shaw (SEAL)

Address: 3707 Winding Creek Ln

Charlotte, NC 28226

STATE OF North Carolina
COUNTY OF Mecklenburg

I, a Notary Public for the County and State aforesaid, do hereby certify that Judy D. Shaw personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

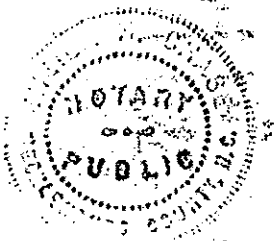
This the 15 day of June, 1990.

Sheila H. Chase
Notary Public

My Commission Expires:

My Commission Expires May 3, 1991

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Phyllis Yonah (SEAL)

Name: Phyllis Yonah

Address: 3725 Windward Lakes Dr

Charlotte NC

390 Beach Dr. NE #31
St Petersburg FL

STATE OF Florida

COUNTY OF Hillsborough

I, a Notary Public for the County and State aforesaid, do hereby certify that Phyllis Yonah personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 17th day of June, 1990.

Judith M. Stoner
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Dec. 5, 1992

(Notarial Stamp or Seal)



Sir John's Hill

SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Stephen M. Grice (SEAL)
SEAL

Name: Stephen M Grice

Address: 3726 Winding Creek Ln
Charlotte 28226

STATE OF North Carolina
Mecklenburg
COUNTY OF _____

I, a Notary Public for the County and State aforesaid, do hereby certify that Stephen M. Grice personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

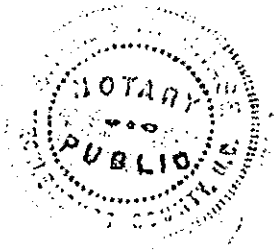
This the 15 day of June, 1990.

Sheila H Chase
Notary Public

My Commission Expires:

My Commission Expires May 3, 1991

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

(SEAL)
Name: Chuck Houser (SEAL)
Address: 3733 Windsor Court Ln.
Charlotte, NC 28206

STATE OF North Carolina
COUNTY OF Mecklenburg

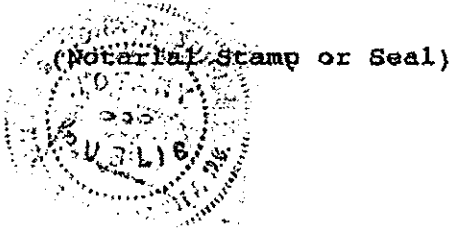
I, a Notary Public for the County and State aforesaid, do hereby certify that Chuck Houser personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 4th day of June, 1990.

Sandra P. Grill
Notary Public

My Commission Expires:

2-27-94



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

(SEAL)
Name: Clayton Rowzer (SEAL)
6147 W. ...
Address: 9830 ... PL
Charlotte NC 28211

STATE OF North Carolina
COUNTY OF Mecklenburg

I, a Notary Public for the County and State aforesaid, do hereby certify that Clayton Rowzer personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 13 day of June, 1990.

Shirley H. Chase
Notary Public

My Commission Expires:

My Commission Expires May 3, 1992

(Notarial Stamp or Seal)



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Kenneth H. Lange-McGill

Name: Kenneth H. Lange-McGill

Address: 3712 WINDING CREEK LANE
Route 1 Box 53

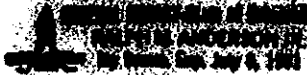
Decatur, Nebr 68020

STATE OF Nebraska

COUNTY OF Burt

I, a Notary Public for the County and State aforesaid, do hereby certify that Kenneth H. Lange-McGill personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 13 day of June, 1990.



Laura M. Anderson
Notary Public

My Commission Expires:

July 8, 1991

(Notarial Stamp or Seal)

SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages including text, original signature lines and exhibits and has affixed his/her seal hereto.

Victoria Crossland (SEAL)

Name: VICTORIA CROSLAND

Address: 358 Winding Creek

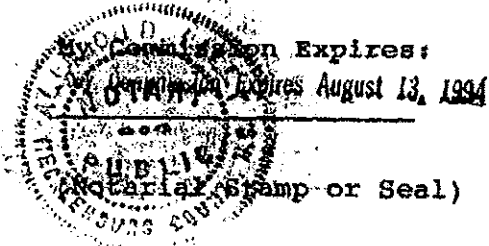
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public for the County and State aforesaid, do hereby certify that VICTORIA CROSLAND personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 4 day of JUNE, 1990.

Alison D. Kelly
Notary Public



SUPPLEMENTAL SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned affixes his/her signature to the Amendment to Declaration and Bylaws of Sir John's Hill Condominium containing twenty-one (21) pages, including text, original signature lines and exhibits and has affixed his/her seal hereto.

Gayanne Hall (SEAL)

Dick Hall (SEAL)

Name: Gayanne Hall
Dick Hall
Address: 3675 Maple Glen Lane

STATE OF North Carolina
COUNTY OF Hecklenburg

I, a notary public for the County and State aforesaid, do hereby certify that Gayanne Hall and Dick Hall personally appeared before me, and being first duly sworn, duly acknowledged his/her execution of the Amendment to Declaration and Bylaws of Sir John's Hill Condominium.

This the 12 day of October, 1990.

Eleanor Q. Bradshaw
Notary Public

My commission expires:

March 1991

(Notarial Stamp or Seal)



State of North Carolina, County of Hecklenburg

The foregoing certificate(s) of Catherine A. Sell, Sheila H. Chasa,

Suzette Markus, Lorraine C. Stainback, Barbara L. McConnell, Phillip Awan

Judie M. Stoner, Sandra R. Grill, Ralph M. Anderson, Jr., Allison D. Lilly,

and Eleanor Q. Bradshaw

a Notar(y) (ies) Public (is) (are) certified to be correcty

This 2nd day of October, 19 90.

Anne A. Powers, Register of Deeds

By: Debra M. W. [Signature] Deputy