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DECLARATION  
October 1, 1983

THIS DECLARATION is made and executed by Grubb Properties, Inc., a North Carolina corporation with its principal office in Lexington, North Carolina ("declarant"), pursuant to the provisions of the Unit Ownership Act, North Carolina General Statutes, Chapter 47A, hereinafter referred to as the "Act".

1. Recitals

1.1 Declarant and the persons joining in this declaration are the owners of the real property and improvements ("property") located in Winston-Salem, North Carolina, hereinafter more particularly described.

1.2 Declarant, by recording this declaration, submits the property to the provisions of the Act.

1.3 The covenants, conditions and restrictions contained in this declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 Declarant has filed simultaneously herewith a plat of survey depicting the location and dimensions of the submitted land, and plans of every structure which contains all or part of any unit or units.

1.5 The property shall be known as Ramsgate Condominium. The address of the property is Buildings 1, 2, 3, 4 and 5, Bonhurst Drive, Carriage Drive and Ramsgate Court, Winston-Salem, North Carolina 27103. The unit numbers are listed on Exhibit B attached hereto.

2. Definitions

The terms used herein shall have the same meaning set forth in the Act and as follows, unless the context otherwise requires:

a. "association of unit owners" All of the unit owners acting as a group in accordance with the bylaws and declaration to govern the affairs of the Ramsgate Condominium through the Ramsgate Owners Association, a nonprofit corporation.

b. "building" A structure containing one or more units that has been constructed on the land.

c. "common areas and facilities" The land within the condominium project; the foundation, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the buildings; the walkways, stairways, yards, gardens, and parking areas; all limited common areas and facilities as hereinafter described; installation such as power, light, gas, hot and cold water, existing for common use; heating and air conditioning plants, units, ducts, lines and equipment; basements, recreational and other community facilities; and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in

common use, and all areas and facilities designated as common areas and facilities in the act.

d. "common expenses"--All expenditures lawfully made or incurred by or on behalf of the unit owners association, together with all funds lawfully assessed for the creation and/or maintenance of reserves.

e. "common profits"--All income collected or accrued by or on behalf of the unit owners association, other than income derived from assessments.

f. "condominium unit"--A unit together with the undivided interest in the common areas and facilities appertaining to that unit.

g. "declarant"--The corporation on whose behalf the declaration is executed. Any successors of the corporation referred to in this subsection who come to stand in the same relation to the condominium as their predecessors did shall also come within this definition.

h. "declaration"--The instrument by which the property is submitted to the provisions of the Unit Ownership Act and its lawful amendments.

i. "limited common areas and facilities"--Common areas and facilities designated in the declaration as reserved for use of certain units to the exclusion of the others.

j. "majority" or "majority of unit owners"--The majority of voting unit owners determined by their interest in the common property.

k. "property"--The land, the buildings, improvements, and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Unit Ownership Act.

l. "unit" -A portion of the condominium designed and intended for individual ownership and use.

### 3. Description of the Condominium

#### 3.1 Description of Land

The land on which the buildings and other improvements are located is in Winston-Salem, a municipal corporation, Forsyth County, North Carolina, and is more particularly described on Exhibit E attached hereto.

#### 3.2 Description of the Buildings and Other Improvements

The Ramsgate Condominium project consists of five buildings containing forty-eight (48) units. The buildings are six, eight, ten and twelve plex structures constructed of wood, stone and wood siding. The buildings are two and three story buildings. The interior partitions between units consist of stud walls faced with sheetrock. The interior floors are of concrete, wood and plywood construction with carpet, vinyl, and tile floor coverings. The buildings are supplied with electricity, water, sewage and garbage collection service. There are also laundry areas and a maintenance area. The buildings are more fully depicted in the condominium plat and floor plans, which are annexed hereto and made a part hereof as Exhibit A.

Other significant improvements in the Ramsgate Condominium project include roadways, walkways, landscaping.

4. Unit Number and Undivided Interest in Common Areas and Facilities

4.1 Each condominium unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each unit shall also own, as an appurtenance to the ownership of each said condominium unit, an undivided interest in the common property. The unit number and undivided interest in the common areas and facilities appurtenant to each unit and its owner for all purposes, including voting is set forth in Exhibit B. The undivided interest in the common areas and facilities appurtenant to any unit shall not be changed except with the unanimous consent of all of the unit owners in the condominium project expressed in an amendment to this declaration duly executed by all such owners and recorded.

4.2 The location, area, and number of rooms of each unit and the immediate common area to which it has access are set forth on Exhibit A.

5. Purpose of Property and Use Restrictions Thereon

5.1 The purpose of the property is to provide residential housing and parking facilities for unit owners, their respective families, tenants, guests, and servants.

5.2 The units and common areas and facilities shall be occupied and used as follows:

5.2.1 No commercial business shall be permitted within the property other than the renting or leasing of residential units.

5.2.2 There shall be no obstruction of the common areas and facilities. Nothing shall be stored in the common areas and facilities without the prior written consent of the Board of Directors.

5.2.3 Nothing shall be done or kept in any unit or in the general or limited common areas and facilities which shall increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit or in the general or limited common areas and facilities which will result in the cancellation of insurance of any unit or which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

5.2.4 No sign of any kind shall be displayed to the public view or from any unit or from the general or limited common areas and facilities without the prior written consent of the Board of Directors.

5.2.5 No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the general or limited common areas and facilities; except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors.

5.2.6 No noxious, dangerous, or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to

other owners.

5.2.7 Nothing shall be altered or constructed in or removed from the general or limited common areas and facilities, except upon the prior written consent of the Board of Directors.

5.2.8 The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities, including the right to assign parking spaces, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby.

5.2.9 None of the rights and obligations of the owners created herein, or by the deeds conveying the condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to willful conduct of said owner or owners.

5.2.10 Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the general and limited common areas and facilities and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the condominiums and operation of the units and common areas and facilities in connection with the Ramsgate Project and the overall development of which the property is a part. Declarant and its agents shall retain the right to use of the sales office and model units and the general and limited common areas and facilities in connection therewith during the period of development and sale of the Ramsgate Project.

#### 6. Model Units and Sales Office

Declarant and declarant's duly authorized agents, representatives, and employees shall have the right to maintain model units and a sales office on land within the project, and to use the model units and sales office during the period that units remain unsold. No more than two model units and one sales office will be maintained by Declarant.

#### 7. Reservation of Easement to Facilitate Creation of Improvements On Land Within Project

Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the general and limited common areas and facilities and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the condominiums and operation of the units and common areas and facilities in connection with the Ramsgate Condominium and the overall development of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model units and the general and limited common areas and facilities during the period of development and sale of Ramsgate Condominium.

#### 8. Board of Directors

8.1 The governing board of Ramsgate Condominium shall be the Board of Directors of the Ramsgate Owners Association, a

nonprofit corporation, which shall manage and maintain the property and business of the project pursuant to the provisions of this Declaration, its Articles of Incorporation and its Bylaws.

8.2 All rights, duties and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant until 90 days after 70% of the units have been sold and conveyed to unit owners or until April 1, 1985, whichever occurs first. Declarant shall have the option at any time after the date of the filing of this declaration to turn the responsibility of electing all of the members of the Board of Directors of the Ramsgate Owners Association to the unit owners.

#### 9. Maintenance, Alteration and Improvement

9.1 The maintenance, replacement, and repair of the common areas including water, gas and sewer lines, wiring, water heaters, and other facilities shall be the responsibility of the Board of Directors and the cost thereof shall be a common expense. All incidental damages caused to a unit by the maintenance, replacement and repair of the common areas and facilities or utility services shall be repaired promptly at the expense of the Board of Directors. Replacement of windows, window panes and exterior doors shall be the responsibility of the Board of Directors and shall be a common expense unless the damage causing the replacement was caused by the unit owner, his family, guests or invitees.

9.2 The unit owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the unit owner's unit, except those portions to be maintained, repaired, and replaced by the Board of Directors. The unit owners shall keep clean and in a sanitary condition their porches or decks and limited common areas, if any. Every owner shall perform promptly all maintenance and repair work within his condominium unit which, if omitted, would affect the condominium either in its entirety or in a part belonging to other owners, every owner being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each condominium unit shall be liable and responsible for the maintenance, repair and replacement of all heating and air conditioning units and ducts, stoves, refrigerators, fans, or other appliances or equipment, including all fixtures and/or their connections required to provide water, light, power, telephone, gas, sewage and sanitary service to his condominium unit, except water heaters. Such owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all exterior doors and windows, walls, ceilings and floors within his unit including painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his condominium unit. Owners shall be responsible for maintenance of any improvements in any limited common areas adjacent to their condominium units. The Board of Directors shall set maintenance standards and in the event any individual owner fails to properly maintain the improvements in accordance with such standards, the Board of Directors shall give the owner written notice of its maintenance requirements and thirty

days to meet these requirements. Upon the owner's failure to meet these requirements within the time allowed, the Board of Directors shall cause the maintenance to be done and shall add such cost to the owner's next monthly assessment after such maintenance is completed. The association shall have the right to collect these sums in accordance with this Declaration.

#### 10. Destruction or Damage

10.1 In the case of fire or any other disaster which causes damage or destruction to any or part of the property, the Board of Directors, with the help of an independent appraisal, shall determine the percentage of the property that was destroyed or substantially damaged. If less than two-thirds (2/3) of the total property was destroyed or substantially damaged, the Board of Directors shall arrange for the prompt repair and restoration of said property using the proceeds of insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentages of undivided interest in the common areas and facilities. Reconstruction of the property shall mean the restoring of the building to substantially the same condition it was in prior to the damage or destruction, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of paragraph 13 hereto shall apply.

10.2 If two-thirds (2/3) or more of the total property is destroyed or substantially damaged, the Board of Directors shall, within one hundred (100) days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the property shall be repaired and restored. Unless at least three-fourths (3/4) of the unit owners, in person or by proxy, vote not to repair or restore the building or buildings, the Board of Directors shall promptly arrange for the reconstruction of the same using the proceeds of insurance on the buildings affected for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentage of undivided interest in the common areas and facilities. However, in the event at least two-thirds (2/3) of the total property is destroyed or substantially damaged, and three-fourths (3/4) of the unit owners vote not to make provision for reconstruction, the Board of Directors shall record, with the County Recorder, a notice setting forth such facts; and upon the recording of such notice: (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities; (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in accordance with the percentage of undivided interest owned by each unit owner in the common property,

after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by each unit owner.

10.3 For purposes of this paragraph 10, the terms "disaster," "destruction" or "substantial damage" shall mean and include a temporary or permanent taking injury, or destruction of all or part of the common areas and facilities or one or more units or or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

## 11. Insurance

11.1 The Board of Directors shall obtain and maintain at all times insurance coverage to carry out the purposes of paragraph 10 of the Declaration. Such coverage shall be of the type and kind as provided herein and include insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the property in construction, design and use. The Board of Directors shall make every reasonable effort to obtain insurance with the following provisions or endorsements.

11.1.1 Exclusive authority to adjust losses shall be vested in the Board of Directors as insurance trustee;

11.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by individual unit owners or their respective mortgagees;

11.1.3 Each unit owner may obtain additional insurance covering his real property interest at his own expense;

11.1.4 The insurer waives its right of subrogation as to any claims against each unit owner;

11.1.5 The insurance coverage cannot be cancelled, invalidated, or suspended because of the conduct of any one or more individual unit owners or their respective lessees, employees, agents, contractors and guests.

11.1.6 The insurance coverage cannot be cancelled, invalidated, or suspended because of the conduct of any officer or employee of the association or Board of Directors or their employees, agents, or contractors, without prior demand in writing that the Board of Directors cure the defect and then only if the defect is not cured within fifteen (15) days.

11.2 The Board of Directors, for the benefit of the property and the unit owners shall maintain a policy or policies of casualty and multiperil, "all risk" insurance on the property with the provisions and endorsements as set forth in Paragraph 11.1 above, if obtainable, also with extended coverage endorsements, for the full insurance replacement value of the units, common areas and facilities, items of common personal property and fixtures, payable to the Board of Directors as insurance trustee to be disbursed in accordance with the terms of the Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Board of Directors and shall include an appraisal of the property by a qualified representative of



the insurance company writing the master policy on the property. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit.

11.3 The Board of Directors shall obtain a policy or policies of insurance insuring the Board of Directors and its employees, including the manager, the unit owners and their respective lessees, servants, agents or guests against any liability to the public or to the owners of units, members of the households of unit owners, their respective invitees or tenants, incident to the ownership and/or use of the property, and including the personal liability exposure to the unit owners, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than \$200,000.00 for any one person injured, \$500,000.00 for all persons injured in any one occurrence, and shall not be less than \$50,000.00 for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board of Directors and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims for any one or more group of insureds against any one or more group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

11.4 Each unit owner shall be required to notify the Board of Directors of, and shall be liable for, any increased insurance premium for insurance maintained by the Board of Directors on all improvements made by the unit owner to his unit, the value of which is in excess of One Thousand (\$1,000.00). Each unit owner shall bear the risk of loss for all improvements made to his unit which were not the subject of notice to the Board of Directors.

11.5 Any unit owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such unit owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after obtaining such insurance coverage.

11.6 No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Board of Directors, on behalf of all of the unit owners, may realize under any insurance policy that the Board of Directors may have in force covering the property or any part thereof at any time.

## 12. Termination

12.1 In the event two-thirds (2/3) of the property is destroyed or substantially damaged, and if three-fourths of the unit owners vote not to reconstruct the buildings, the property shall be removed from the provisions of the Act without further agreement one hundred and one (101) days after such destruction or damage.

12.2 If at least 85 percent of the unit owners in person or by proxy vote to remove the property from the provisions of the Act, the property shall be removed from the provisions of the Act by an instrument duly recorded to

that effect, provided that the holders of any liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.

12.3 After removal of the property from the Act, the unit owners shall own the property and all assets of the association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective interests of the unit owners. Such undivided interests of the unit owners shall be the same as the percentage of undivided interest in the common areas and facilities appurtenant to the owners' units prior to removal from the Act.

12.4 This paragraph 12 cannot be amended without consent of all unit owners and all record owners or mortgagees of units.

### 13. Eminent Domain

13.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury, or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board of Directors and each unit owner shall be entitled to notice thereof and the Board of Directors shall and the unit owners at their respective expense may participate in the proceedings incident thereto.

13.2 With respect to common areas and facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each unit owner's interest therein. After such determination, each unit owner shall be entitled to a share in the damages in the same proportion as his percentage of undivided interest in the common areas and facilities. This provision does not prohibit a majority of unit owners from authorizing the Board of Directors to use such damages or awards for replacing or restoring the common areas and facilities so taken on the remaining land, or on other acquired land, provided that this Declaration and floor plans are duly amended.

13.3 With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction, pursuant to paragraph 10 hereof and shall be deposited with the Board of Directors as trustee. Even though the damage or awards may be payable to one or more unit owners the unit owners shall deposit the damages or awards with the Board of Directors as trustee, and in the event of failure to do so, at the option of the Board of Directors, either a special assessment shall be made against a defaulting unit owner in the amount of this award or the amount of such award shall be set off against the sums hereafter made payable to such unit owner. The proceeds of the damages or awards shall be distributed or used in a manner and the unit owners of affected units shall have the rights provided in paragraph 10 for insurance proceeds provided that the property is removed from the provisions of the Act. If the property is not removed from the provisions of the Act, and one or more units are taken, in whole or in part, the taking shall have the following effects:

13.3.1 If the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit. The balance of the award, if any, shall be distributed to the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner. If there is a balance of the award distributed to the unit owner or a mortgagee, the unit owner's percentage of undivided interest in the common areas and facilities shall be equitably reduced. This shall be done by reducing such interest in the proportion by which the floor area of the unit is reduced by the taking, and then recomputing the percentages of undivided interest of all unit owners in the common areas and facilities.

13.3.2 If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be paid to the mortgagee of the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be paid to the unit owner. The percentages of undivided interests in the common areas and facilities appurtenant to the units that continue as part of the property shall be equitably adjusted to distribute the ownership of the common areas and facilities among the reduced number of unit owners.

13.3.3 Changes in units, in the common areas and facilities, and in the ownership of the common areas and facilities that are affected by the taking referred to in this Paragraph 13 shall be evidenced by an amendment to this Declaration and the floor plans, which must be approved by the unit owners.

#### 14. Mortgage Protection

14.1 The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

14.2 The Board of Directors shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Board of Directors, which roster shall include the mailing addresses of unit owners. If the Board of Directors has been given sufficient information by unit owners or their mortgagees, the Board of Directors shall maintain another roster which shall contain the name and address of each mortgagee of a unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee.

14.3 Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

14.4 A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all units, including the mortgaged unit).

14.5 The liens created under the Act or pursuant to the declaration or the bylaws upon any unit shall be subject and subordinate to, and shall not affect the rights of, a mortgagee upon such interest made in good faith and for value, provided that after the foreclosure sale, said liens, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

14.6 No amendment to this paragraph shall affect the rights of a mortgagee whose interest evidenced by a mortgage was recorded prior to the recordation of any such amendment.

#### 15. Conveyances, Easements

15.1 Every deed, lease, mortgage, or other instrument may describe a unit by its identifying number set forth in Exhibit B and in the floor plans, Exhibit A. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise effect the unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as a tenant in common, as set forth in Exhibit B, even though the same is not exactly mentioned or described. No condominium may be divided or subdivided into a smaller unit or units than as shown on Exhibit B or in the unit ownership file nor shall any condominium unit or portion thereof be added to or incorporated into any other condominium unit. The undivided interest in the common property declared to be an appurtenance to each condominium unit shall not be conveyed, demised, encumbered or otherwise dealt with separately from said Condominium unit.

15.2 Every deed, lease, mortgage, or other similar instrument shall be deemed to:

15.2.1 Except and reserve with respect to a unit:  
(1) any portion of the common areas and facilities lying within said unit; (2) easements through said unit in favor of the Association, for support and repair of the common areas and facilities and all other units and for any other work reasonably necessary for the proper maintenance and operation of the project; (3) easements, appurtenant to the common areas and facilities, for encroachment upon the air space of said unit by those portions of the common areas and

facilities located within said unit.

15.2.2 Include with respect to a unit nonexclusive easements for ingress and support of said unit through the common areas and facilities for the repair of said unit through all other units and through the common areas and facilities.

15.2.3 Except and reserve, with respect to the undivided percentage interest in the common areas and facilities, nonexclusive easements appurtenant to all units for ingress, egress, support and repair.

15.2.4 Include, with respect to the undivided percentage interest in the common areas and facilities, nonexclusive easements through each unit for support and repair of the common areas and facilities and nonexclusive easements for encroachments upon the air space of all of the units and for the portions of the common areas and facilities lying within the units.

15.2.5 Except and reserve to the Association, with respect to the undivided percentage interest in the common areas and facilities, the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

#### 16. Assessments

16.1 Agreement to pay assessments. Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Board of Directors to pay his proportionate share of the common expenses and special assessments for capital improvements and other matters in such amounts and at such times as determined by the Board of Directors in accordance with the terms of the Bylaws.

16.2 Lien for unpaid assessments. All sums assessed to any unit together with interest thereon, shall be secured by a lien on such unit in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances, except as provided for herein and in the Bylaws and foreclosure and collection shall be as therein provided for.

16.3 The Board of Directors, in establishing the Annual Budget for operation, management and maintenance of the condominium, shall designate a sum to be collected and maintained as a reserve fund for replacement of and capital improvements to the common property (herein "Capital Improvement Fund") which shall be for the purpose of enabling the Board of Directors to replace structural elements, roofs and exterior siding constituting a part of the common property, and the replacement of personal property constituting a portion of the common property held for the joint use and benefit of the owners of condominium units. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of common property. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the association and shall be used only to make capital improvements to common property. Any interest earned on the Capital Improvement Fund may be expended for current operation and maintenance.

16.4 The owner or owners of each condominium unit shall be personally liable, jointly and severally to the

association for the payment of all assessments, regular or special, which may be levied by the association against such condominium unit while such party or parties are owner or owners of a condominium unit. In the event that any unit owner or owners are in default in payment of any assessment or installment owed to the association, such unit owner or owners shall be personally liable, jointly and severally, for interest on such delinquent assessments or installment therefore as above provided, and for all costs of collecting such assessments or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not.

16.5 No owner of a condominium unit may exempt himself from liability for any assessment levied against him or his condominium unit by waiver of the use or enjoyment of any of the common property, or by abandonment of the condominium unit, or in any other way.

#### 17. Amendment

Except as provided below and except as prohibited by the Act, the provisions of this Declaration may be amended only by an instrument in writing signed and acknowledged by owners who own undivided percentage interest of not less than 75 percent of the Ramsgate Condominium Project, which amendment shall be effective upon recording.

#### 18. Enforcement

Each unit owner shall strictly comply with the provisions of the Declaration, the Bylaws, the community rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or its designee on behalf of the unit owners, or in an appropriate case, by an aggrieved unit owner.

#### 19. Unit Boundaries and Area

Each condominium unit comprises the interior dwelling area of such unit excluding all spaces or improvements lying or being:

- (1) Beneath the subflooring material of all floors;
- (2) Beneath or behind the sheetrock or other interior surfacing material of all walls; (3) Above the sheetrock or other interior surfacing material of the ceilings;

but including all wires, ducts, conduits, heating or air control equipment, and other facilities for furnishing of utilities, heat, air conditioning and other services, and including the individual porches and storage rooms which will be enclosed but excluding water heaters whether in the unit or not.

#### 20. Severability

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the other provisions hereof.

21. Captions

The captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

22. Law Controlling

This Declaration, the condominium plat and Bylaws shall be construed and controlled by and under the laws of the State of North Carolina.

23. Service of Process

The name and address of the person to receive notices or service of process are: Mark E. Fulk, Helms-Parrish Properties, Inc., 231 West Fifth Street, P.O. Box 2857, Winston-Salem, North Carolina 27102.

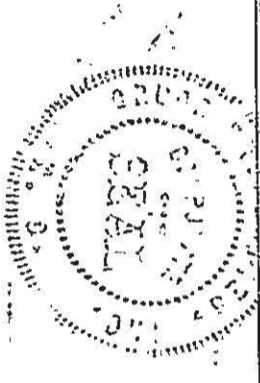
24. Effective Date

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 6 day of October, 1983.

GRUBB PROPERTIES, INC.

By: Robert L. Grubb  
Vice President



ATTEST:

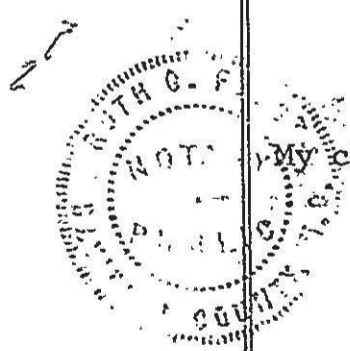
Lou G. Adkins  
Assistant Secretary

NORTH CAROLINA  
DAVIDSON COUNTY

I, Ruth G. Foust, a Notary Public, do hereby certify that Lou G. Adkins personally came before me this day and acknowledged that she is Assistant Secretary of Grubb Properties, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

WITNESS my hand and official seal, this the 6<sup>th</sup> day of October, 1983.

Ruth G. Foust  
Notary Public



My commission expires May 5, 1985.

GRUBB & PENRY  
ATTORNEYS AT LAW  
P. O. BOX 1420  
LEXINGTON, NC 27202

BOOK 1414P166C

The contents of this Declaration are inserted only as a  
reference and for reference and in no way define  
or describe the scope of this Declaration or the  
act of registration.

It is hereby declared that the contents of this Declaration  
are in accordance with the laws of the State of

North Carolina, and that the contents of this Declaration  
are in accordance with the laws of the State of

North Carolina, and that the contents of this Declaration  
are in accordance with the laws of the State of

\_\_\_\_\_  
President

\_\_\_\_\_  
Register of Deeds

The foregoing (or annexed) certificate of Ruth H. Jount N.P. Davidson  
(here give name and official title of the officer signing the certificate passed upon)

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Ruth H. Jount N.P. Davidson  
(here give name and official title of the officer signing the certificate passed upon)

Co. NC

is ~~(are)~~ certified to be correct. This the 7 day of Oct 19 83.

Probate fee \$1.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED.

Eunice Ayers, Register of Deeds  
By Sharon Church Deputy-Assistant

OCT 7 12 19 PM '83

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

JB. 77.50 pd.

BOOK 1414P1661



DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROPOSED SUBDIVISION ROAD  
 CONSTRUCTION STANDARDS CERTIFICATION

APPROVED \_\_\_\_\_  
 DISTRICT ENGINEER

DATE \_\_\_\_\_

NORTH CAROLINA - FORSYTH COUNTY

**FINAL SUBDIVISION PLAT APPROVAL**

This is to certify that this plat meets the recording requirements of the Subdivision Regulations for Winston-Salem/Forsyth County and, if applicable, that a certificate of approval has been issued by the Division of Highways pursuant to Article 7, Chapter 136 of the General Statutes, State of North Carolina.

This the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
 DIRECTOR OF PLANNING

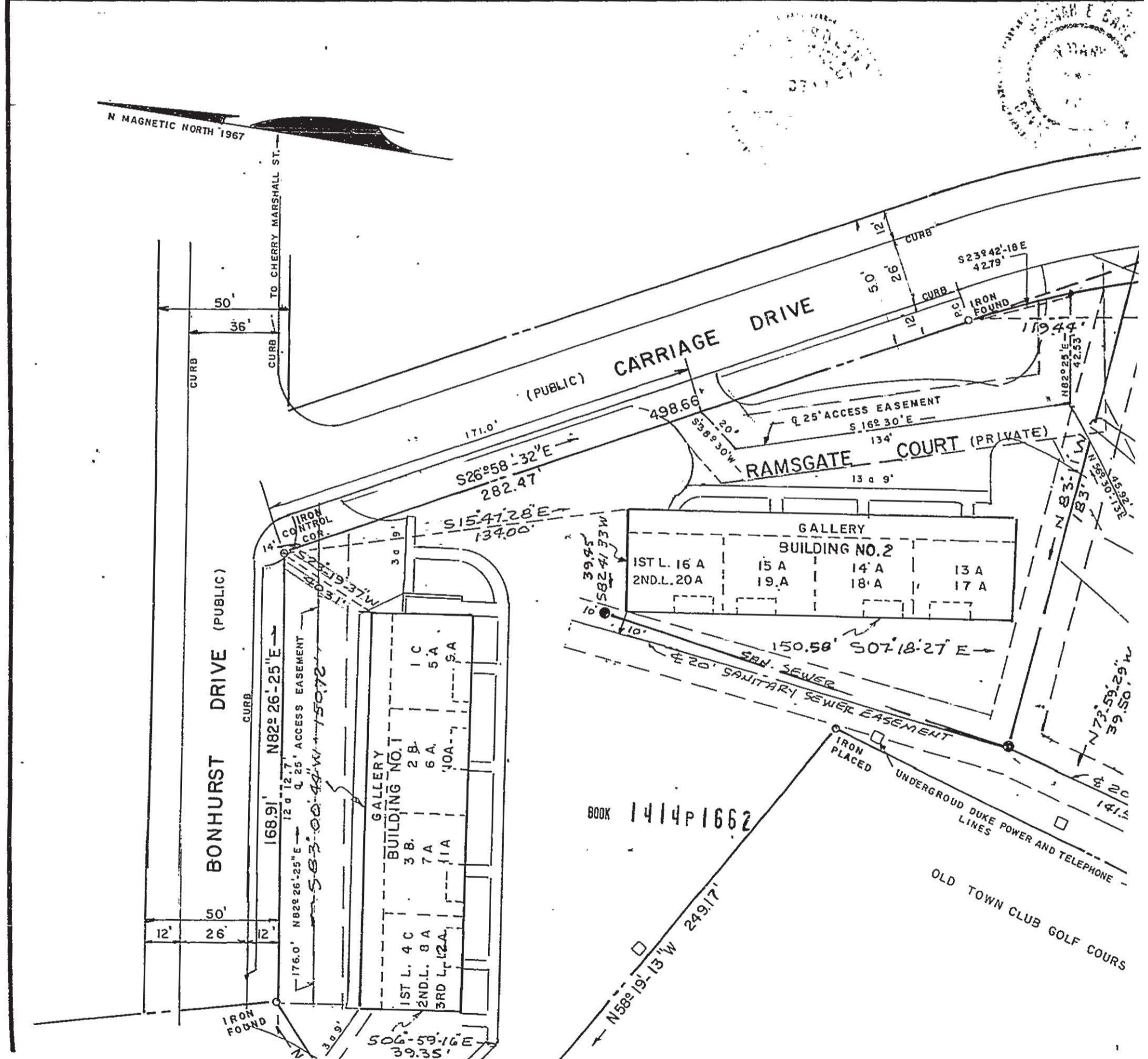
I, **JOHN G. BANE** certify that this map was drawn from, (an actual survey made by me) (deed description recorded in Book **931**; Page **105**, Book \_\_\_\_\_, etc.) (other); that the error of closure as calculated by latitudes and departures is **1:17630**; that the boundaries not surveyed are shown as broken lines plotted from information found in Book \_\_\_\_\_; that this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this **03** day of **OCT.** A.D., 19**03**

(Surveyor's Seal) *John A. Bane*  
 SURVEYOR

NORTH CAROLINA - FORSYTH COUNTY

I, H. \_\_\_\_\_ of Forsyth County, acknowledge and witness the signing of this plat by the Surveyor and the Director of Planning.

(Seal)  
 My com  
 NORT



PROVAL  
 ng requirements of the  
 a County and, if appli-  
 ed by the Division of  
 f the General Statutes,  
 19...

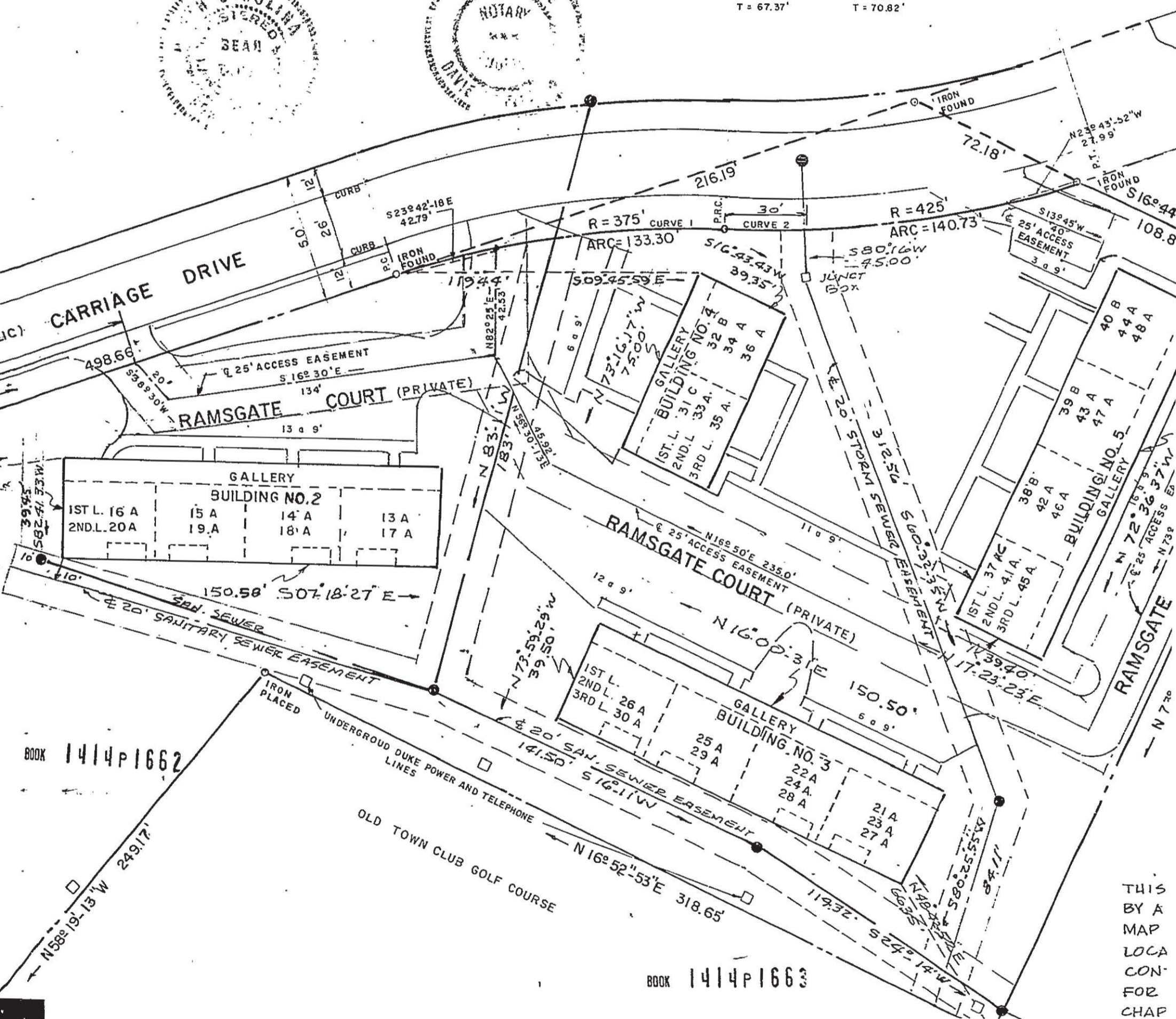
I, JOHN G BANE certify that  
 this map was drawn from (an actual survey made by me) (deed description recorded in  
 Book 931 Page 105 Book  
 Page etc.) (other); that the error of closure as calculated by latitudes and  
 departures is 1:17630; that the boundaries not  
 surveyed are shown as broken lines plotted from information found in Book  
 Page; that this map was prepared in accordance with G. S. 47-30 as amended.  
 Witness my hand and seal this 03 day of OCT. A.D., 1983  
 (Surveyor's Seal) John A. Bane  
 SURVEYOR  
 NORTH CAROLINA - FORSYTH COUNTY

I, HANNAH E. BANE  
 Register of Deeds Notary Public or Clerk of Superior Court  
 of Forsyth County N. C. do certify that  
 NAME OF ENGINEER OR SURVEYOR  
 personally appeared before me this day and  
 acknowledged the due execution of the foregoing certificate.  
 Witness my hand and notarial seal this 03 day of OCT.  
 1983  
Hannah E. Bane, N.P.  
 SIGNATURE AND TITLE  
 My commission expires May 15, 1986  
 NORTH CAROLINA - DAVIE COUNTY

The foregoing certificate (HERE)  
 AND OFFICIAL TITLE OF THE OFFICER SIGNING  
 THE CERTIFICATE PASSED UPON)  
 to be correct.  
 This day of  
 Probate fee 50c paid.  
 Eunice Ayers, Register of Deeds  
 by  
 DEPUTY - ASSISTANT

CURVE 1 DATA  
 $\Delta = 20^{\circ}22'00''$   
 $R = 375'$   
 $T = 67.37'$

CURVE 2 DATA  
 $\Delta = 18^{\circ}55'21''$   
 $R = 425'$   
 $T = 70.82'$



THIS  
 BY A  
 MAP  
 LOCA  
 CON-  
 FOR  
 CHAP

certify that (dead description recorded in Book ... closure as calculated by latitudes and ... that the boundaries not ... information found in Book ... hence with G. S. 47-30 as amended. OCT. A.D., 19 83

**HANNAH E. BANE**  
 Register of Deeds Notary Public or Clerk of Superior Court  
 of Forsyth County, N. C. do certify that  
 NAME OF ENGINEER OR SURVEYOR  
 personally appeared before me this day and  
 acknowledged the due execution of the foregoing certificate.  
 Witness my hand and notarial seal this 03 day of OCT.  
 1983  
 (Seal) *Hannah E. Bane, NP*  
 SIGNATURE AND TITLE  
 My commission expires May 15, 1986  
 NORTH CAROLINA - DAVIE COUNTY

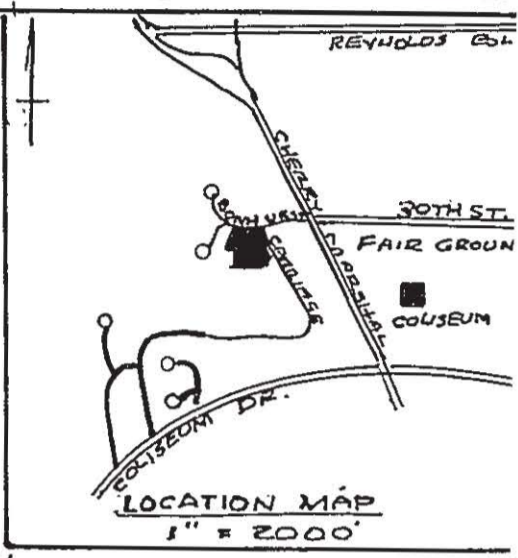
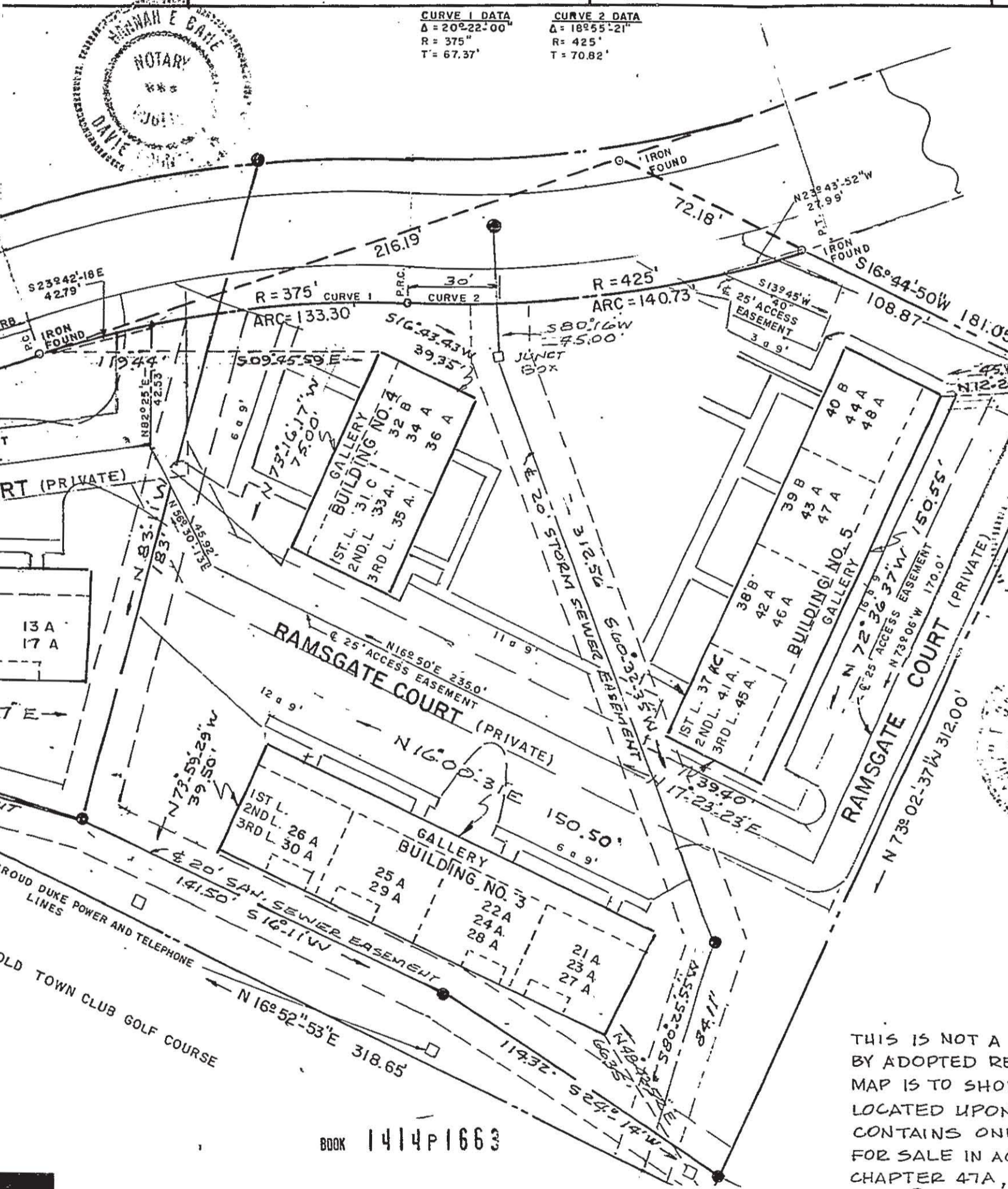
The foregoing certificate (HERE GIVE NAME AND OFFICIAL TITLE OF THE OFFICER SIGNING THE CERTIFICATE PASSED UPON) is certified to be correct. This day of Probate fee 50c paid.  
 Eunie Ayers, Register of Deeds  
 by DEPUTY - ASSISTANT

Filed for registration at o'clock. 19 Page Eunie Ayers, Register of Deeds Filing Fee \$7.00 Paid by DEPUTY - ASSISTANT



CURVE 1 DATA  
 $\Delta = 209^{\circ}22'00''$   
 $R = 375'$   
 $T = 67.37'$

CURVE 2 DATA  
 $\Delta = 189^{\circ}55'21''$   
 $R = 425'$   
 $T = 70.82'$

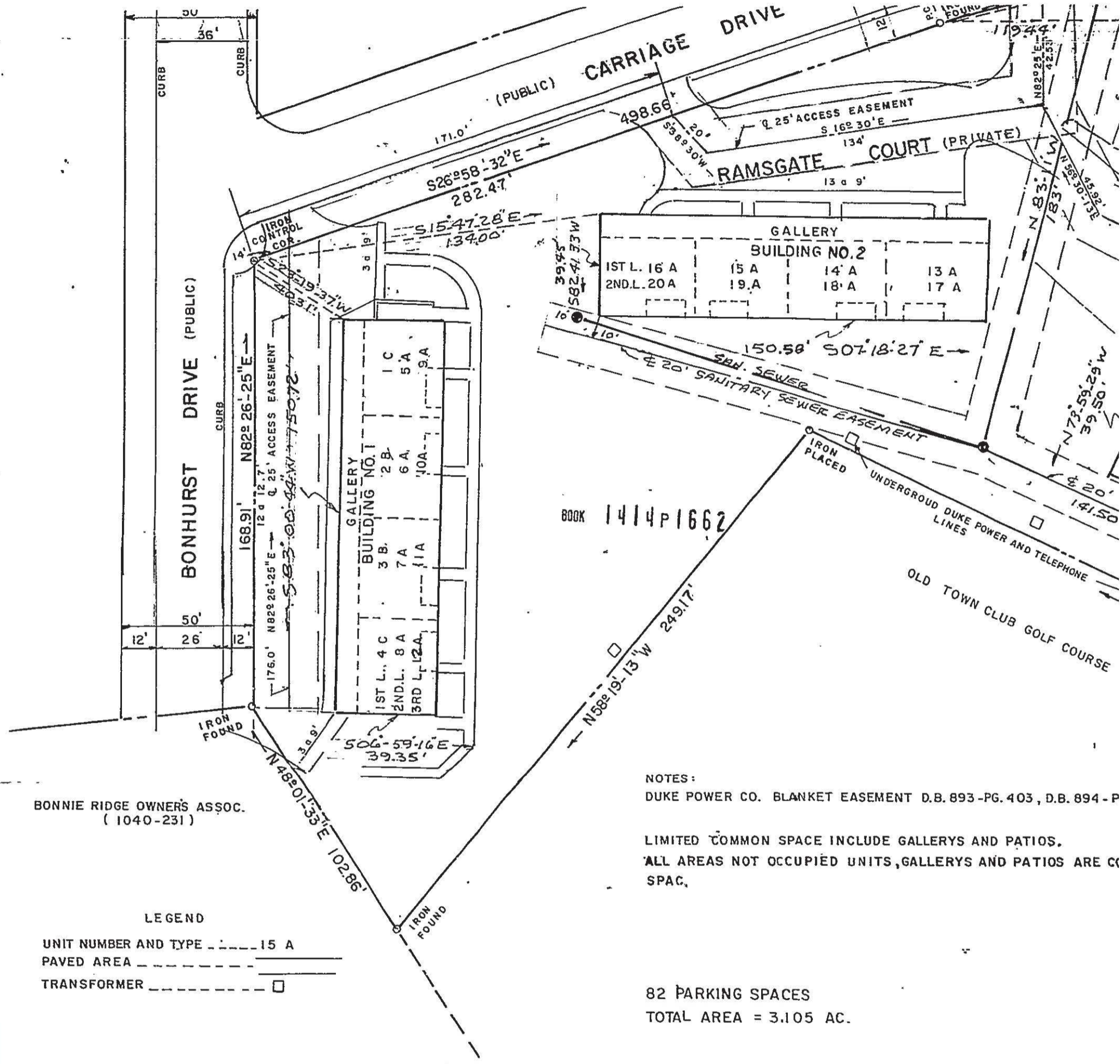


I, JOHN G. BANE, HEREBY CERTIFY THAT THIS PLAN WAS DRAWN FROM ACTUAL BUILDING PLANS AS FILED AND APPROVED BY THE CITY OF WINSTON-SALEM, N.C. AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, CEILING AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS BUILT. WITNESS MY HAND AND SEAL THIS 3RD DAY OF OCT., 1983

GEORGETOWN PARTNERS  
 (1379-1189)  
 BOOK 1414P1664

BOOK 1414P1663

THIS IS NOT A SUBDIVISION OF LAND AS D BY ADOPTED REGULATIONS. THE PURPOSE C MAP IS TO SHOW A PARCEL OF LAND AND E LOCATED UPON SAID PARCEL. EACH BUIL CONTAINS ONE OR MORE CONDOMINIUM FOR SALE IN ACCORDANCE WITH N.C.G.S CHAPTER 47A, UNIT OWNERSHIP ACT.



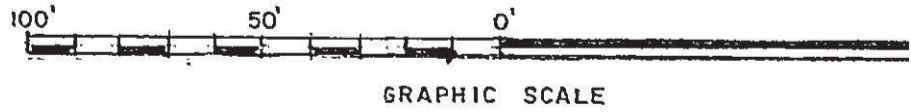
BONNIE RIDGE OWNERS ASSOC.  
( 1040-231 )

LEGEND  
 UNIT NUMBER AND TYPE ----- 15 A  
 PAVED AREA -----  
 TRANSFORMER ----- □

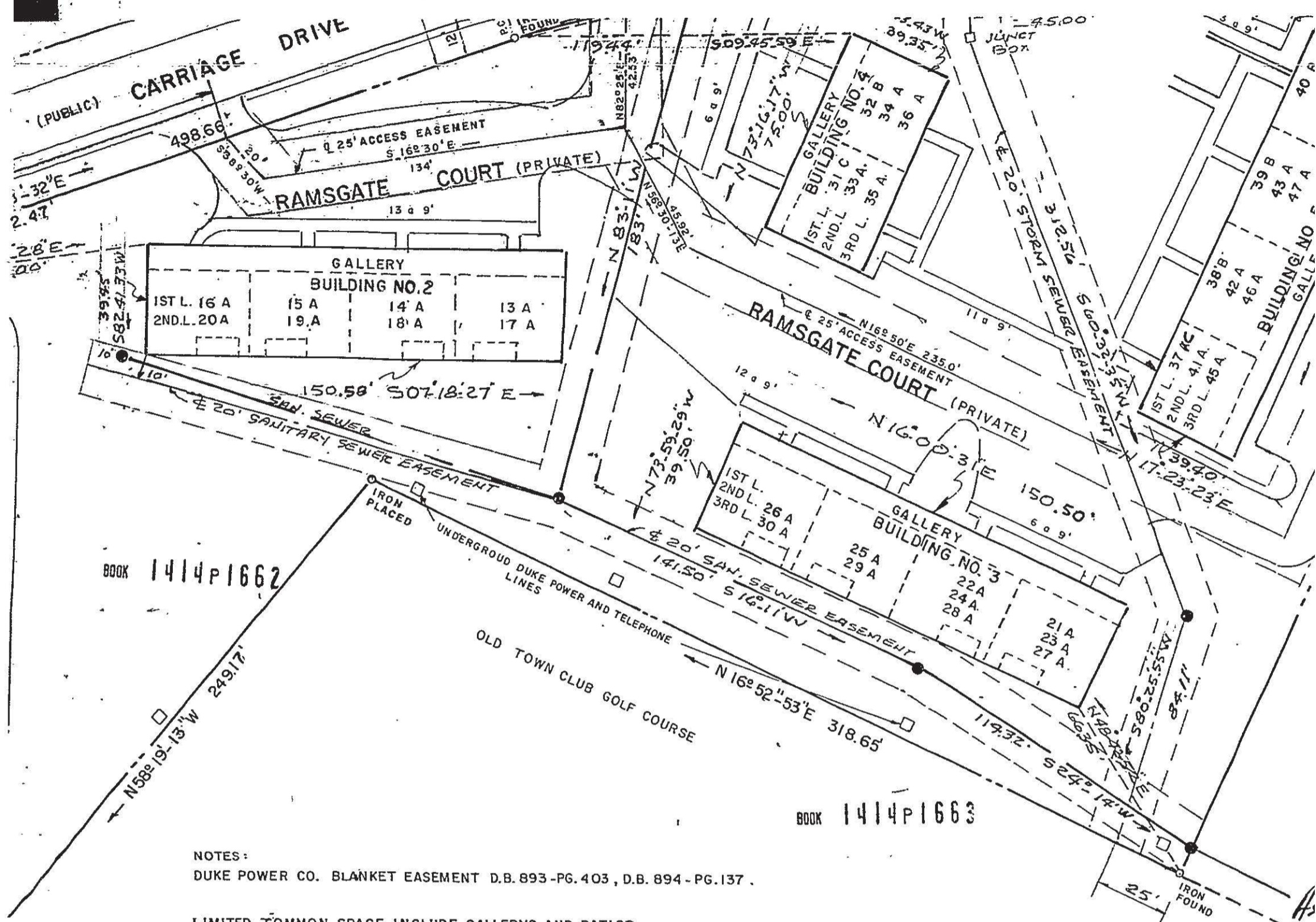
BOOK 1414P1662

NOTES:  
 DUKE POWER CO. BLANKET EASEMENT D.B. 893-PG. 403, D.B. 894 - P  
 LIMITED COMMON SPACE INCLUDE GALLERY AND PATIOS.  
 ALL AREAS NOT OCCUPIED UNITS, GALLERY AND PATIOS ARE COMMON SPACE.

82 PARKING SPACES  
 TOTAL AREA = 3.105 AC.



BOOK 1414P1665



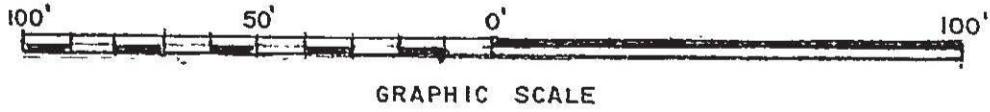
BOOK 1414P1662

BOOK 1414P1663

NOTES:  
DUKE POWER CO. BLANKET EASEMENT D.B. 893 - PG. 403, D.B. 894 - PG. 137.

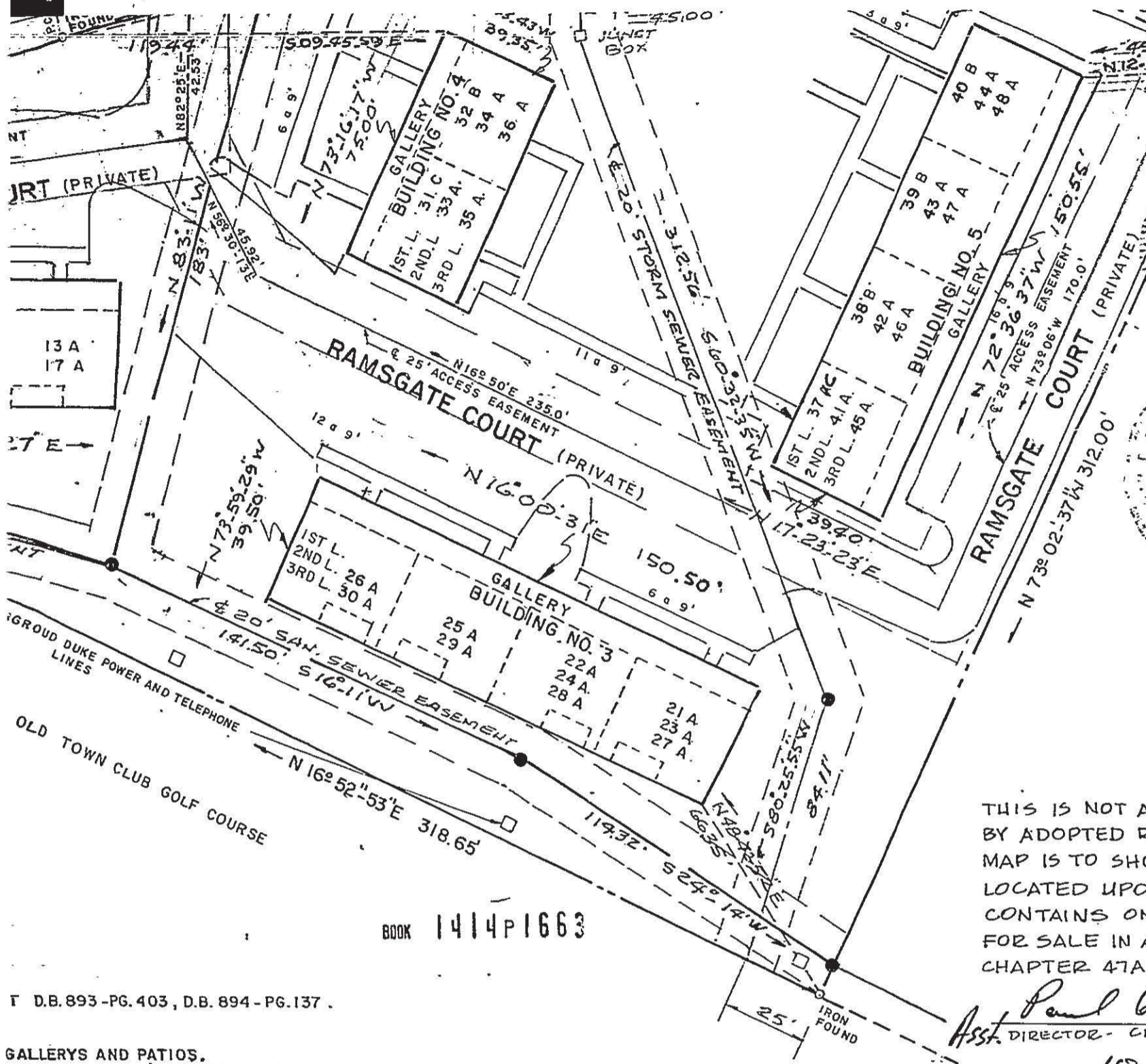
LIMITED COMMON SPACE INCLUDE GALLERYS AND PATIOS.  
ALL AREAS NOT OCCUPIED UNITS, GALLERYS AND PATIOS ARE COMMON SPAC.

82 PARKING SPACES  
TOTAL AREA = 3.105 AC.



1414P1665

BOOK 1414P1666



BOOK 1414P1663

BOOK 1414P1664

THIS IS NOT A SUBDIVISION OF LAND AS DE  
BY ADOPTED REGULATIONS. THE PURPOSE OF  
MAP IS TO SHOW A PARCEL OF LAND AND B  
LOCATED UPON SAID PARCEL. EACH BUILD  
CONTAINS ONE OR MORE CONDOMINIUM  
FOR SALE IN ACCORDANCE WITH N.C.G.S  
CHAPTER 47A, UNIT OWNERSHIP ACT.

*Paul A. Birkner*  
Asst. DIRECTOR - CITY-COUNTY PLANNING BOARD  
10-6-83

I, JOHN G. BANE, HEREBY CERTIFY THAT THIS PLAT WAS  
DRAWN FROM ACTUAL BUILDING PLANS AS FILED AND  
APPROVED BY THE CITY OF WINSTON-SALEM, N.C. AND THAT  
THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT,  
LOCATION, CEILING AND FLOOR ELEVATIONS, UNIT  
NUMBERS, AND DIMENSIONS OF THE UNITS AS BUILT.  
WITNESS MY HAND AND SEAL THIS 3<sup>RD</sup> DAY OF OCT., 1983

GEORGETOWN PARTNERS  
(1379-1189)

T D.B. 893 - PG. 403, D.B. 894 - PG. 137.

GALLERYS AND PATIOS.  
GALLERYS AND PATIOS ARE COMMON



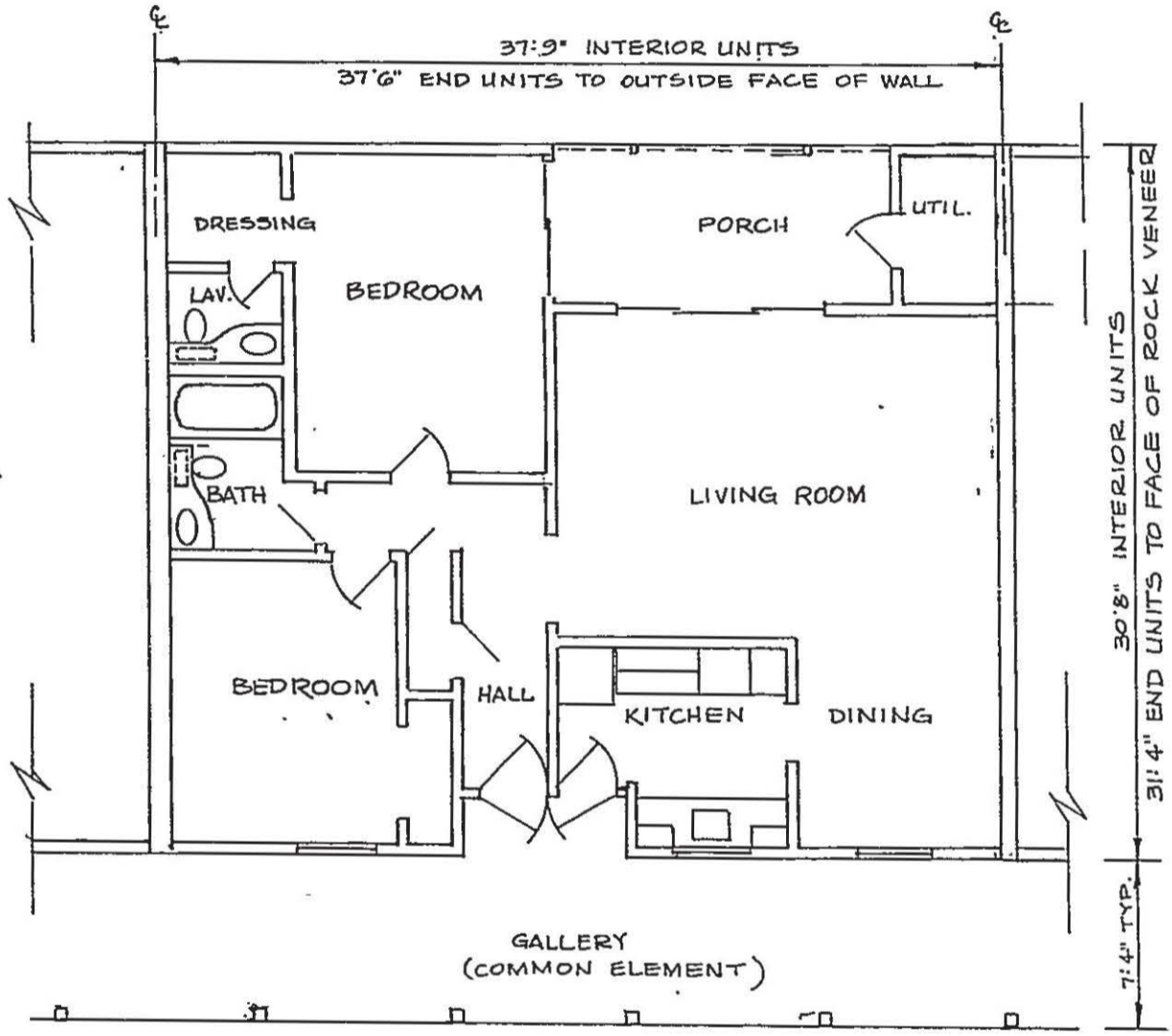
DATE 9-29-83	SEE DEEDS (931-105) (891-334)
REVISIONS	<b>RAMSGATE CONDOMIN</b> WINSTON SALEM, N.C. OWNER-GRUBB PROPERTIES, II P.O. BOX 1420 LEXINGTON, N
	<b>JOHN G. BANE, CIVIL ENGINEER</b> WINSTON-SALEM, N. C.
SCALE 1" = 40'	DRAWN BY J.G.B.
	CK'D BY JOB

BOOK 1414P1666

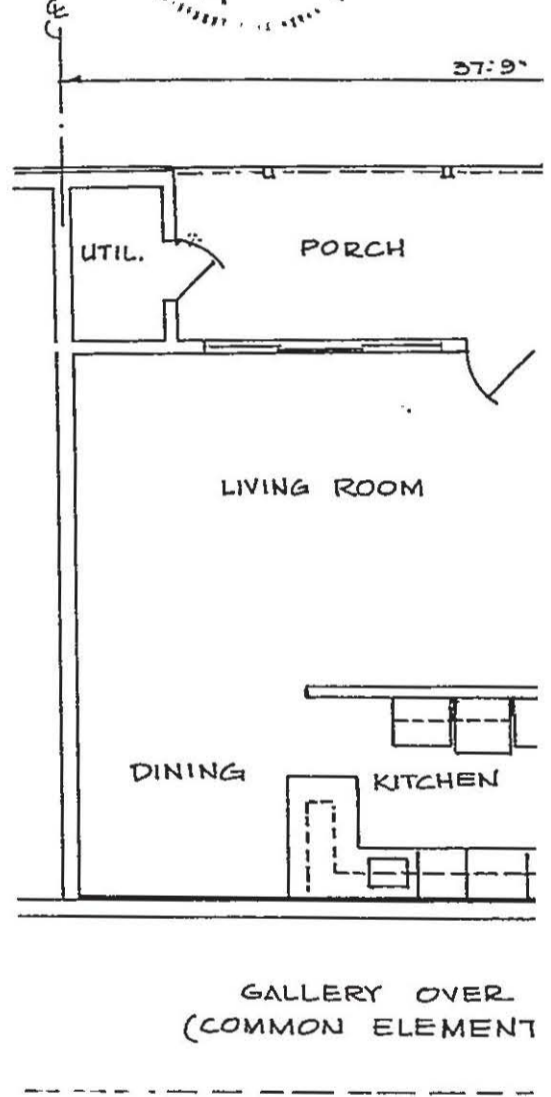
BOOK 1414P1667

<p><b>DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS</b></p> <p>PROPOSED SUBDIVISION ROAD CONSTRUCTION STANDARDS CERTIFICATION</p> <p>APPROVED _____ DISTRICT ENGINEER</p> <p>DATE _____</p> <p>NORTH CAROLINA - FORSYTH COUNTY</p>	<p><b>FINAL SUBDIVISION PLAT APPROVAL</b></p> <p>This is to certify that this plat meets the recording requirements of the Subdivision Regulations for Winston-Salem/Forsyth County and, if applicable, that a certificate of approval has been issued by the Division of Highways pursuant to Article 7, Chapter 136 of the General Statutes, State of North Carolina.</p> <p>This the _____ day of _____ 19____</p> <p>_____ DIRECTOR OF PLANNING</p>	<p>I, <b>JOHN G BANE</b> certify that this map was drawn from (an actual survey made by me) (deed description recorded in Book _____; Page _____, Book _____, etc.) (other); that the error of closure as calculated by _____ and _____ departures is _____; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____; that this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this <u>03</u> day of <u>OCT.</u> A.D. 19<u>83</u></p> <p>(Surveyor's Seal) <i>John G. Bane</i> SURVEYOR</p> <p>NORTH CAROLINA - FORSYTH COUNTY</p>
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NOTE: PLAN IS REVERSED ON ALTERNATE UNITS



TYPICAL UNIT  
TYPE A  
SCALE 1/8"=1'-0" BOOK 1414P1666



TYPICAL UNIT  
TYPE B (BASE)  
SCALE 1/8"=1'-0"

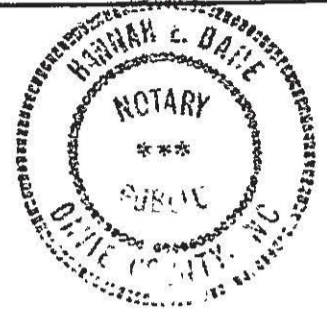
BUILDING NUMBER	LEVEL	UNIT NO.	UNIT TYPE	FLOOR ELEVATION	CEILING ELE
1	1ST	1,2,3,4	1C, 2B, 3B, 4C	948.44	956.51
	2ND	5,6,7,8	5A, 6A, 7A, 8A	957.46	965.53
	3RD	9,10,11,12	9A, 10A, 11A, 12A	966.48	974.55
2	1ST	13,14,15,16	13A, 14A, 15A, 16A	946.95	955.02
	2ND				

**APPROVAL**  
 According to requirements of the Forsyth County and, if applicable, as required by the Division of Planning of the General Statutes, 1983.

**JOHN G. BANE** certify that this map was drawn from (an actual survey made by me) (deed description recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, etc.) (other); that the error of closure as calculated by latitudes and departures is: \_\_\_\_\_; that the boundaries not surveyed are shown as broken lines plotted from information found in Book \_\_\_\_\_; that this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this 03 day of OCT., A.D. 1983  
*John G. Bane*  
 SURVEYOR  
 NORTH CAROLINA - FORSYTH COUNTY

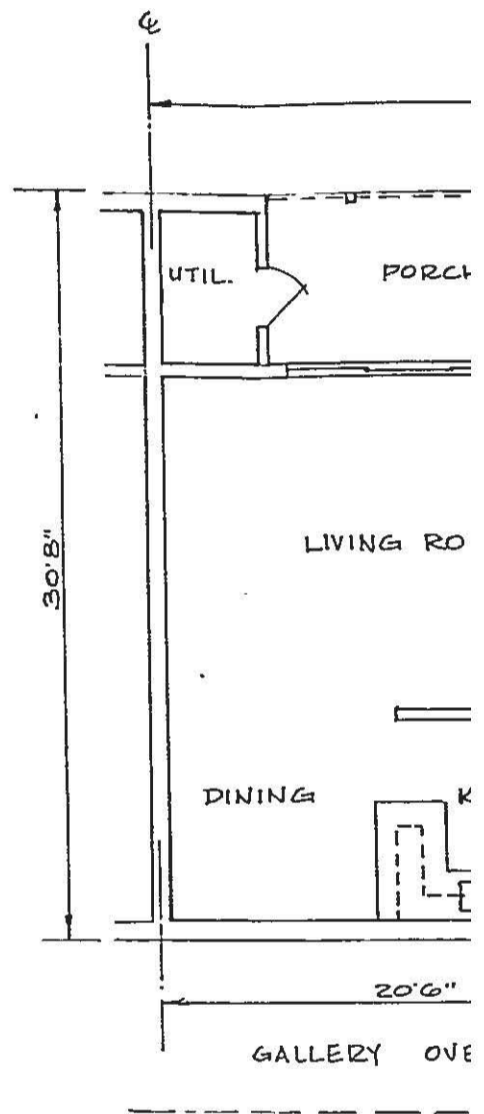
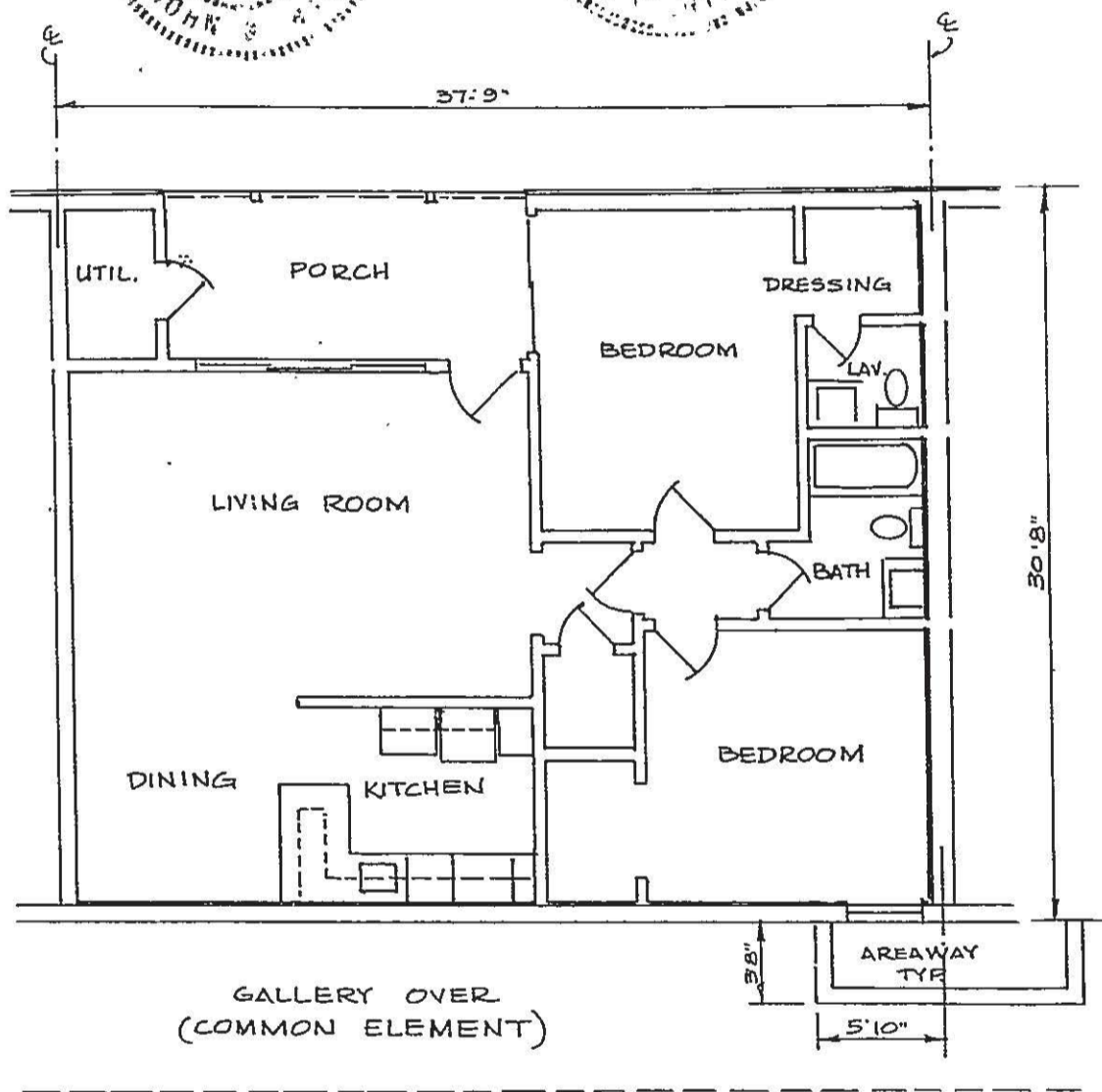
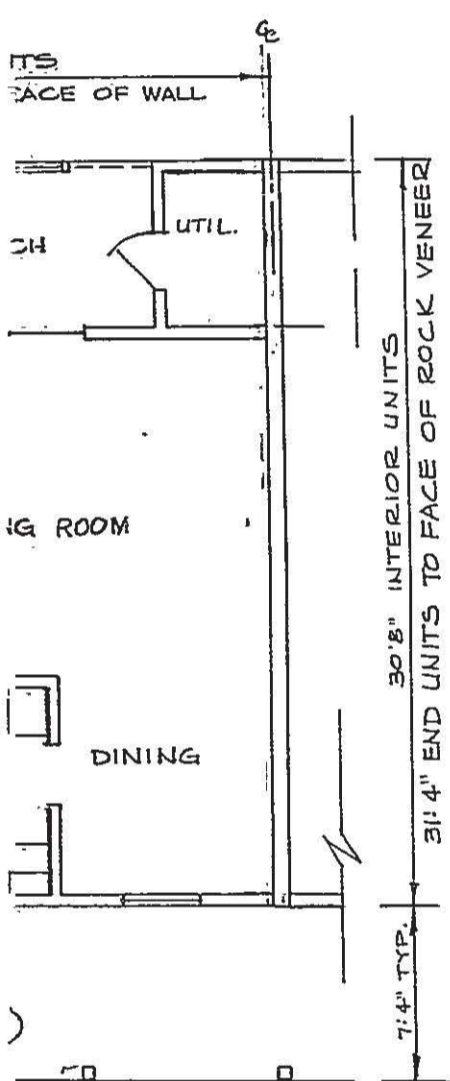
**HANNAH E. BANE**  
 Register of Deeds Notary Public or Clerk of Superior Court of Forsyth County N. C. do certify that  
 NAME OF ENGINEER OR SURVEYOR personally appeared before me this day and acknowledged the due execution of the foregoing certificate. Witness my hand and notarial seal this 03 day of OCT., 1983.  
*Hannah E. Bane*  
 SIGNATURE AND TITLE  
 My commission expires May 15, 1986  
 NORTH CAROLINA - FORSYTH COUNTY

The foregoing certificate AND OFFICIAL TITLE OF THE OFFICER SIGNING THE CERTIFICATE PASSED UPON) to be correct. This day of Probate fee 50c paid. Eunice Ayers, Register of Deeds by DEPUTY - ASSISTANT



FINITE UNITS

NOTE: REVERS OPPOSITE EN



BOOK 1414P1668

TYPICAL UNIT  
 TYPE B (BASEMENT UNIT)  
 SCALE 1/8" = 1'-0"

BOOK 1414P1669

NO.	UNIT TYPE	FLOOR ELEVATION	CEILING ELEVATION
	1C, 2B, 3B, 4C	948.44	956.51
	5A, 6A, 7A, 8A	957.46	965.53
12	9A, 10A, 11A, 12A	966.48	974.55
15, 16	13A, 14A, 15A, 16A	946.95	955.02

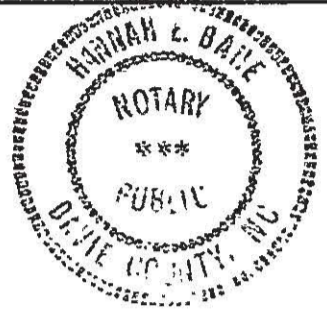
JOHN G. BANE, BEING DULY SWORN ENGINEER LICENSED IN THE STATE OF NORTH CAROLINA, CERTIFIES THAT THE PLANS OF THE RAMSGATE CONDOMINIUM AND FLOOR ELEVATIONS, UNIT 1, WERE BUILT, AND THAT THE ATTACHED ARE PORTIONS OF THE ORIGINAL PLANS WITH THE CITY OF WINSTON-SALEM.

*John G. Bane*

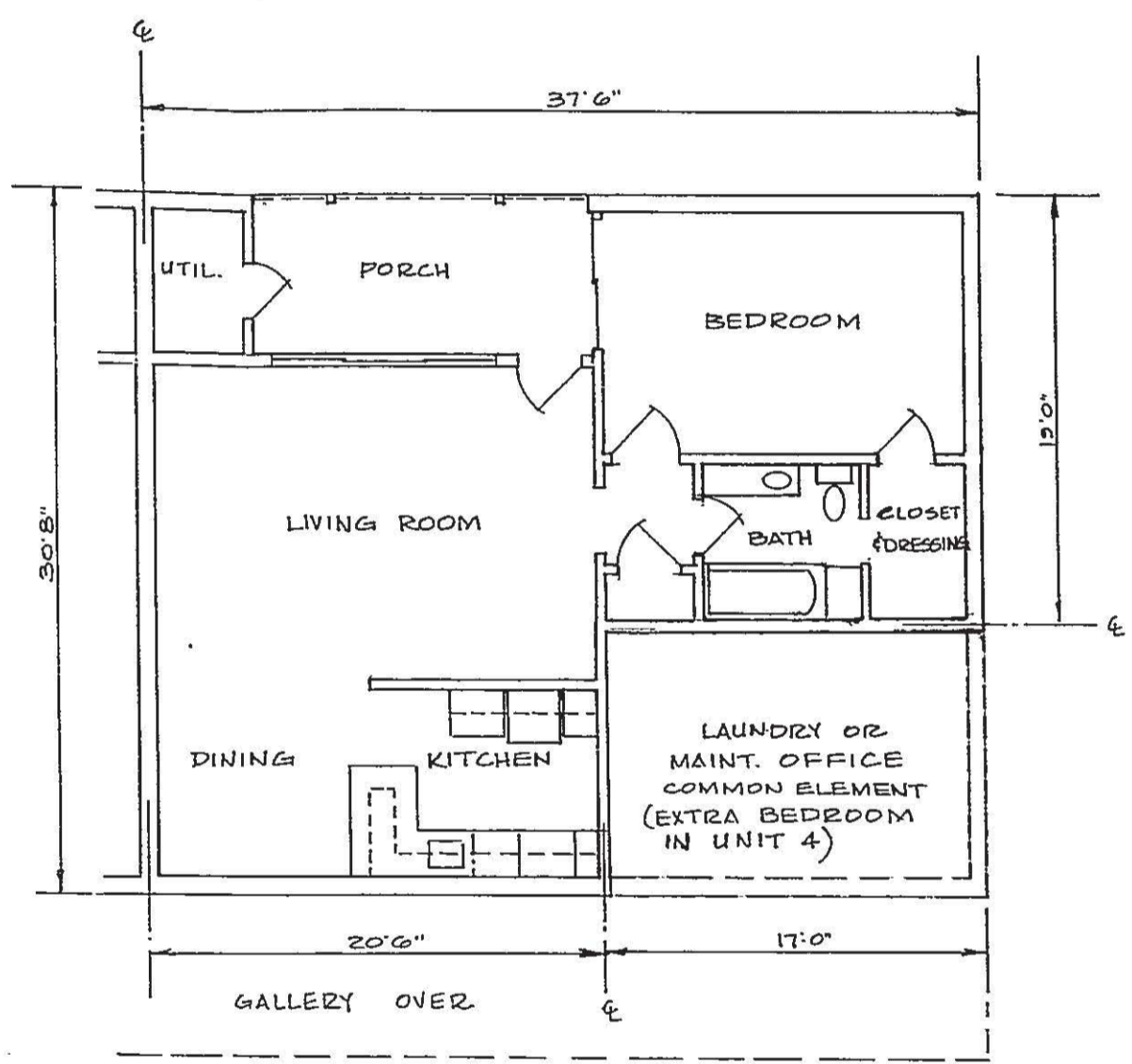
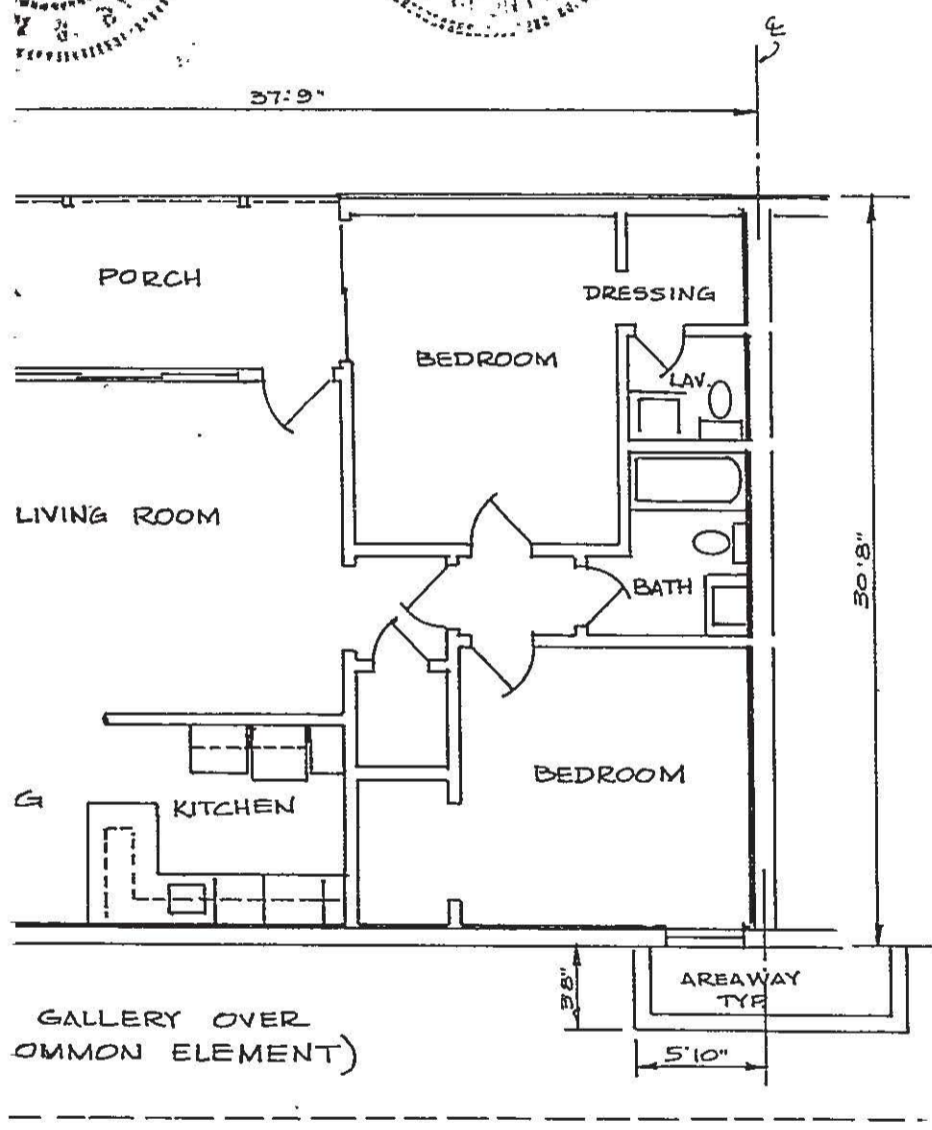


Exhibit A

certify that (deed description recorded in Book ... is calculated by latitudes and ... that the boundaries not found in Book ... G. S. 47-30 as amended, ... A.D. 1983	I, <b>HANNAH E BANE</b> Register of Deeds Notary Public or Clerk of Superior Court of Forsyth County N. C. do certify that NAME OF ENGINEER OR SURVEYOR personally appeared before me this day and acknowledged the due execution of the foregoing certificate. Witness my hand and notarial seal this <b>03</b> day of <b>OCT.</b> 19 <b>83</b> . <i>Hannah E. Bane</i> SIGNATURE AND TITLE My commission expires <b>May 15, 1986</b> NORTH CAROLINA - FORSYTH COUNTY	The foregoing certificate (HERE GIVE NAME AND OFFICIAL TITLE OF THE OFFICER SIGNING is certified THE CERTIFICATE PASSED UPON) to be correct. This day of Probate fee 50c paid. Eunice Ayers, Register of Deeds by DEPUTY - ASSISTANT	Filed for registration at o'clock 19 and rec in Plat Book Page Eunice Ayers, Register of Deeds Filing Fee \$7.00 Paid by DEPUTY - ASSISTANT
--	---	--	--



NOTE: REVERSE PLAN FOR UNIT AT OPPOSITE END OF BUILDING



TYPICAL UNIT  
 TYPE B (BASEMENT UNIT)  
 SCALE 1/8" = 1'-0"

BOOK 1414P1669

TYPICAL UNIT  
 TYPE C  
 SCALE 1/8" = 1'-0"

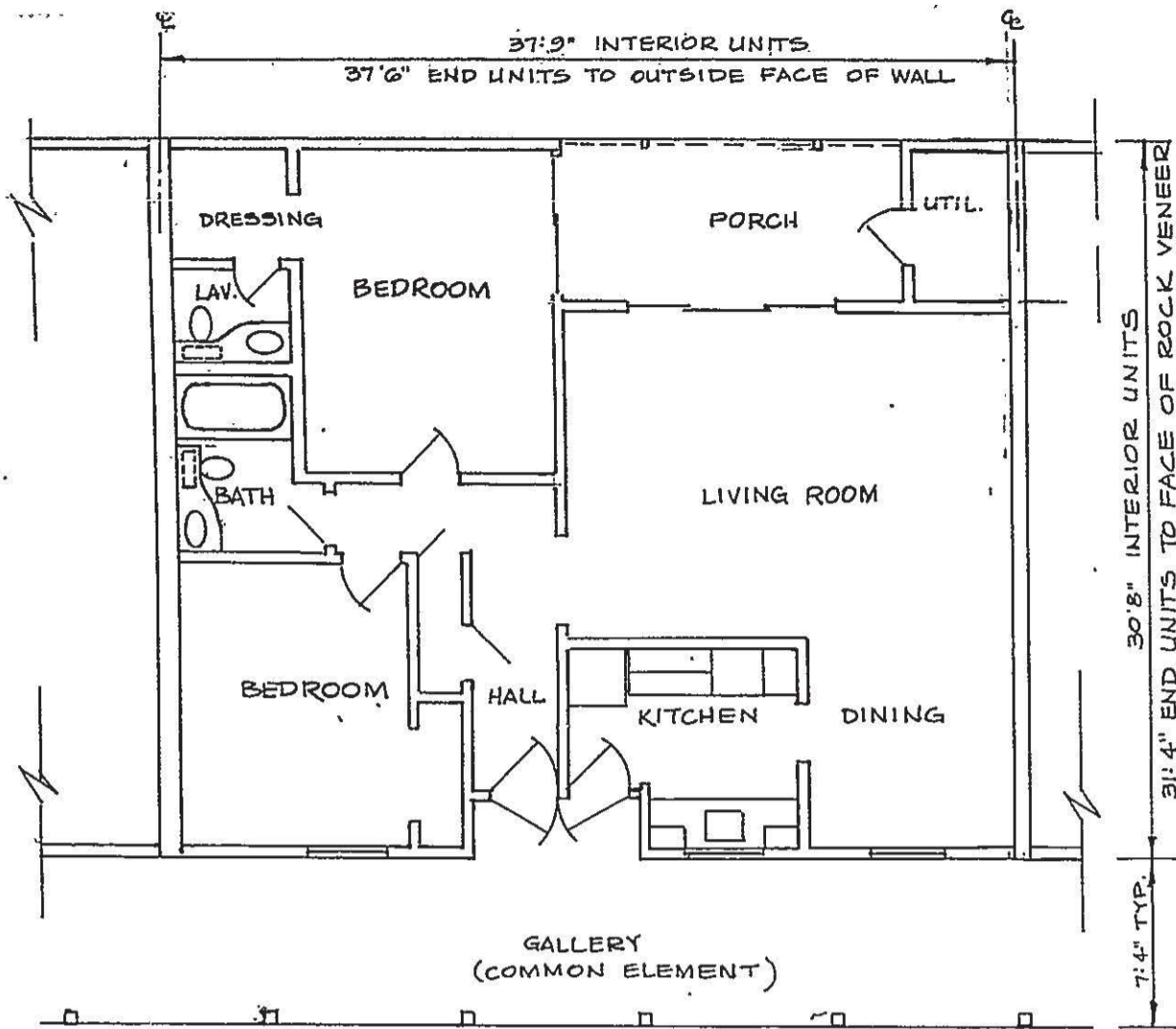
BOOK 1414P1670

CEILING ELEVATION

- 956.51
- 965.53
- 974.55
- 955.02

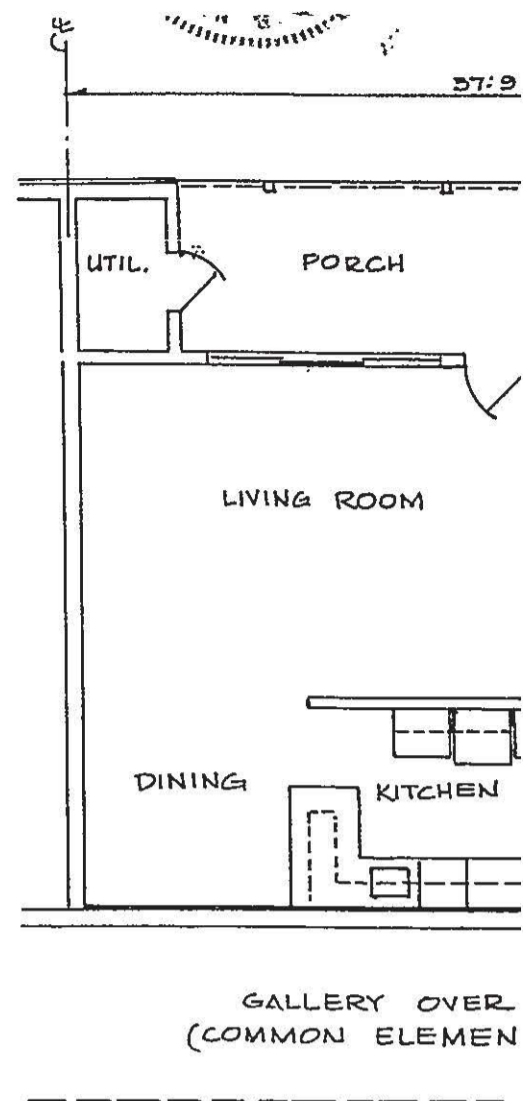
JOHN G. BANE, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NORTH CAROLINA AND THAT THE ATTACHED PLANS OF THE RAMSGATE CONDOMINIUM FULLY DEPICT THE LAYOUT, CEILING AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS BUILT, AND THAT THE ATTACHED FLOOR PLANS ARE AN ACCURATE COPY OF PORTIONS OF THE ORIGINAL PLANS OF THE BUILDINGS AS WERE FILED WITH THE CITY OF WINSTON-SALEM WHEN THE BUILDINGS WERE BUILT.

*John G. Bane*



TYPICAL UNIT  
TYPE A  
SCALE 1/8"=1'-0"

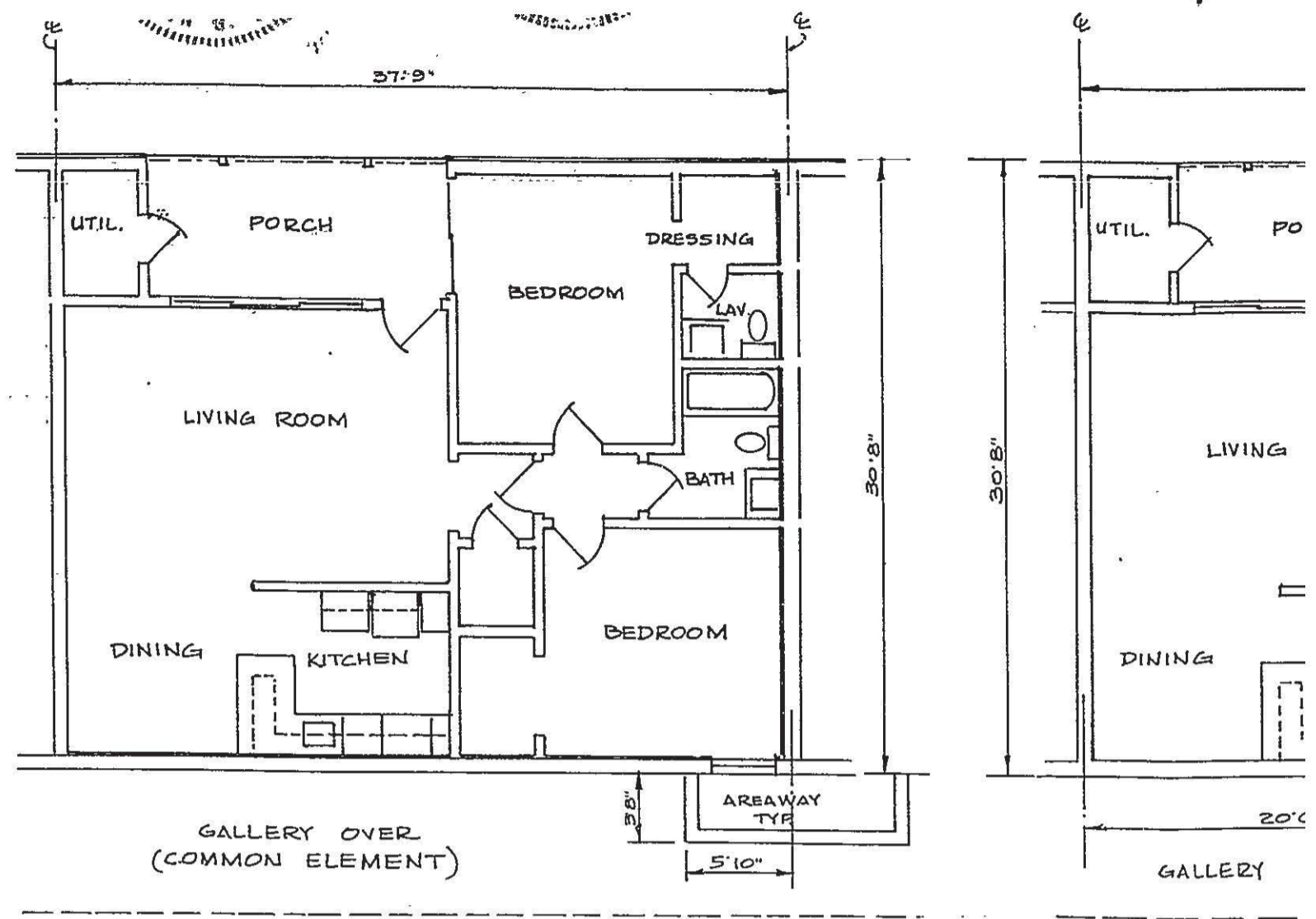
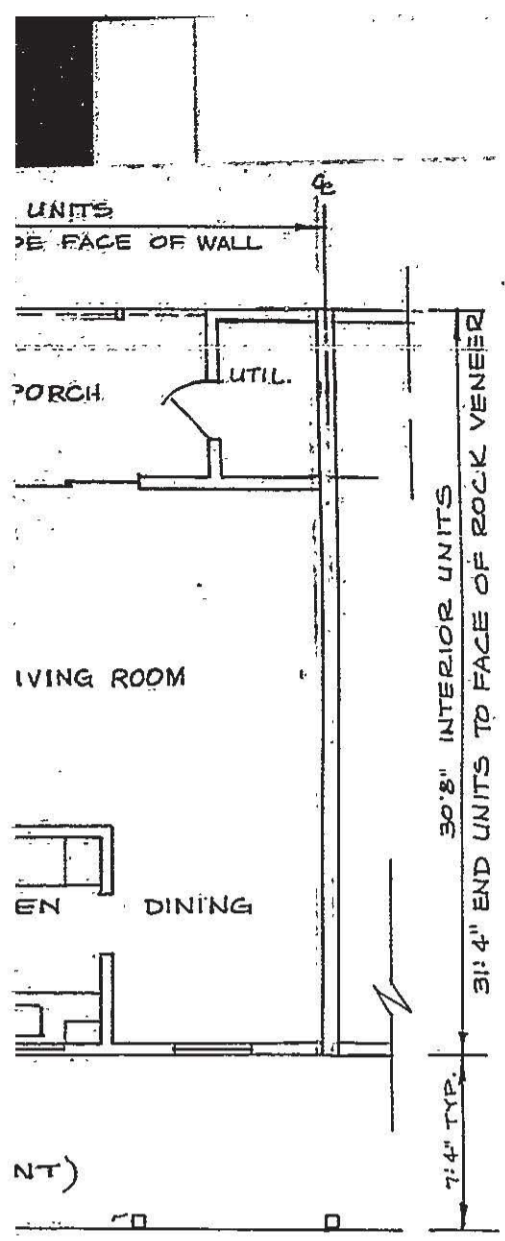
BOOK 1414P1668



TYPICAL  
TYPE B (BASE  
SCALE

BUILDING NUMBER	LEVEL	UNIT NO.	UNIT TYPE	FLOOR ELEVATION	CEILING EL.
1	1ST	1,2,3,4	1C, 2B, 3B, 4C	948.44	956.5
	2ND	5,6,7,8	5A, 6A, 7A, 8A	957.46	965.5
	3RD	9,10,11,12	9A, 10A, 11A, 12A	966.48	974.55
2	1ST	13,14,15,16	13A, 14A, 15A, 16A	946.95	955.0
	2ND	17, 18, 19, 20	17A, 18A, 19A, 20A	955.97	964.04
3	1ST	21, 22	21A, 22A	927.08	936.10
	2ND	23,24,25,26	23A, 24A, 25A, 26A	937.05	945.12
	3RD	27, 28, 29, 30	27A, 28A, 29A, 30A	946.07	954.14
4	1ST	31,32	31C, 32B	935.22	943.29
	2ND	33, 34	33A, 34A	944.24	952.3
	3RD	35, 36	35A, 36A	953.26	961.32
5	1ST	37,38,39,40	37A, 38B, 39B, 40B	933.59	941.66
	2ND	41, 42, 43, 44	41A, 42A, 43A, 44A	942.61	950.68
	3RD	45, 46, 47, 48	45A, 46A, 47A, 48A	951.63	959.70

BOOK 1414P1671



BOOK 1414P1668

TYPICAL UNIT  
TYPE B (BASEMENT UNIT)  
SCALE 1/8" = 1'-0"

BOOK 1414P1669

F. NO.	UNIT TYPE	FLOOR ELEVATION	CEILING ELEVATION
3, 4	1C, 2B, 3B, 4C	948.44	956.51
7, 8	5A, 6A, 7A, 8A	957.46	965.53
11, 12	9A, 10A, 11A, 12A	966.48	974.55
15, 16	13A, 14A, 15A, 16A	946.95	955.02
18, 19, 20	17A, 18A, 19A, 20A	955.97	964.04
22	21A, 22A	927.08	936.10
24, 25, 26	23A, 24A, 25A, 26A	937.05	945.12
28, 29, 30	27A, 28A, 29A, 30A	946.07	954.14
32	31C, 32B	935.22	943.29
34	33A, 34A	944.24	952.31
36	35A, 36A	953.26	961.33
38, 39, 40	37A, 38B, 39B, 40B	933.59	941.66
42, 43, 44	41A, 42A, 43A, 44A	942.61	950.68
46, 47, 48	45A, 46A, 47A, 48A	951.63	959.70

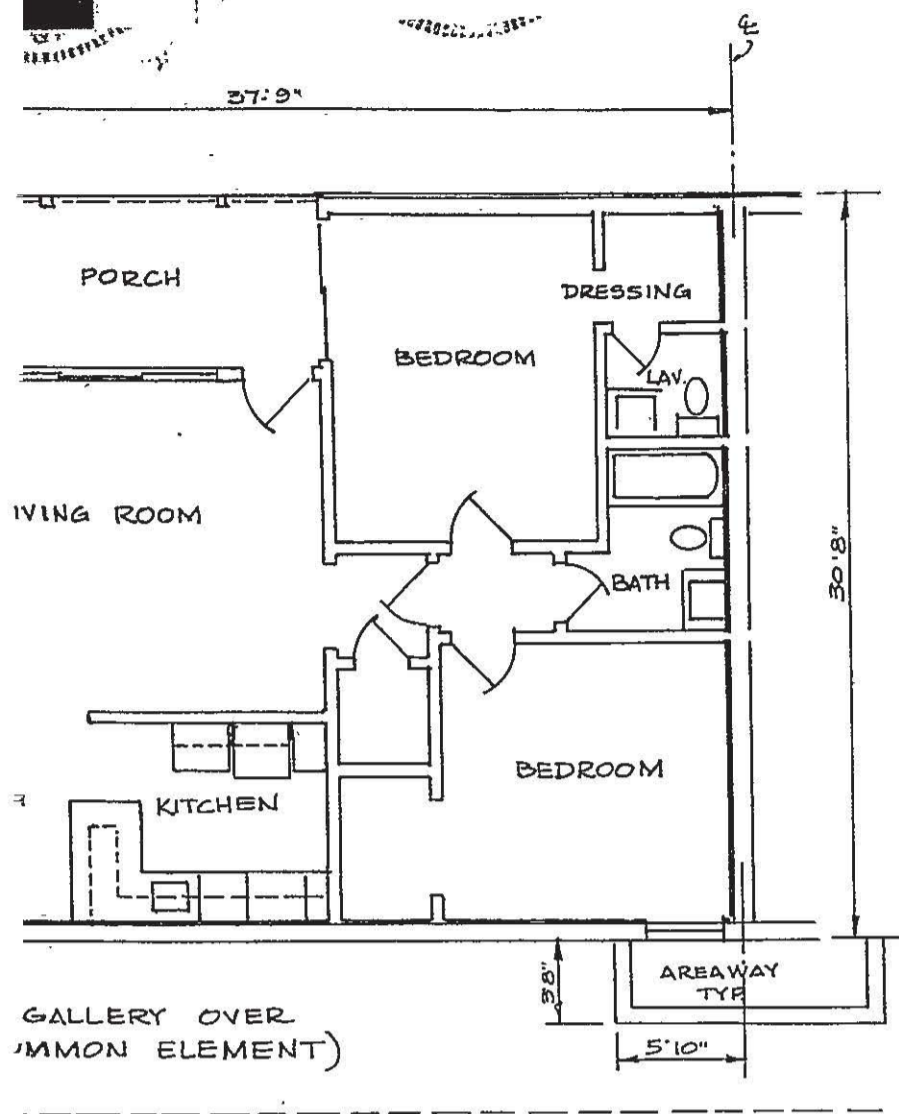
JOHN G. BANE, BEING DULY  
ENGINEER LICENSED IN THE  
PLANS OF THE RAMSGATE C  
AND FLOOR ELEVATIONS, UNIT  
BUILT, AND THAT THE ATTACH  
OF PORTIONS OF THE ORIGI  
WITH THE CITY OF WINSTON-

*John G. Bane*  
PROFESSIONAL ENGI



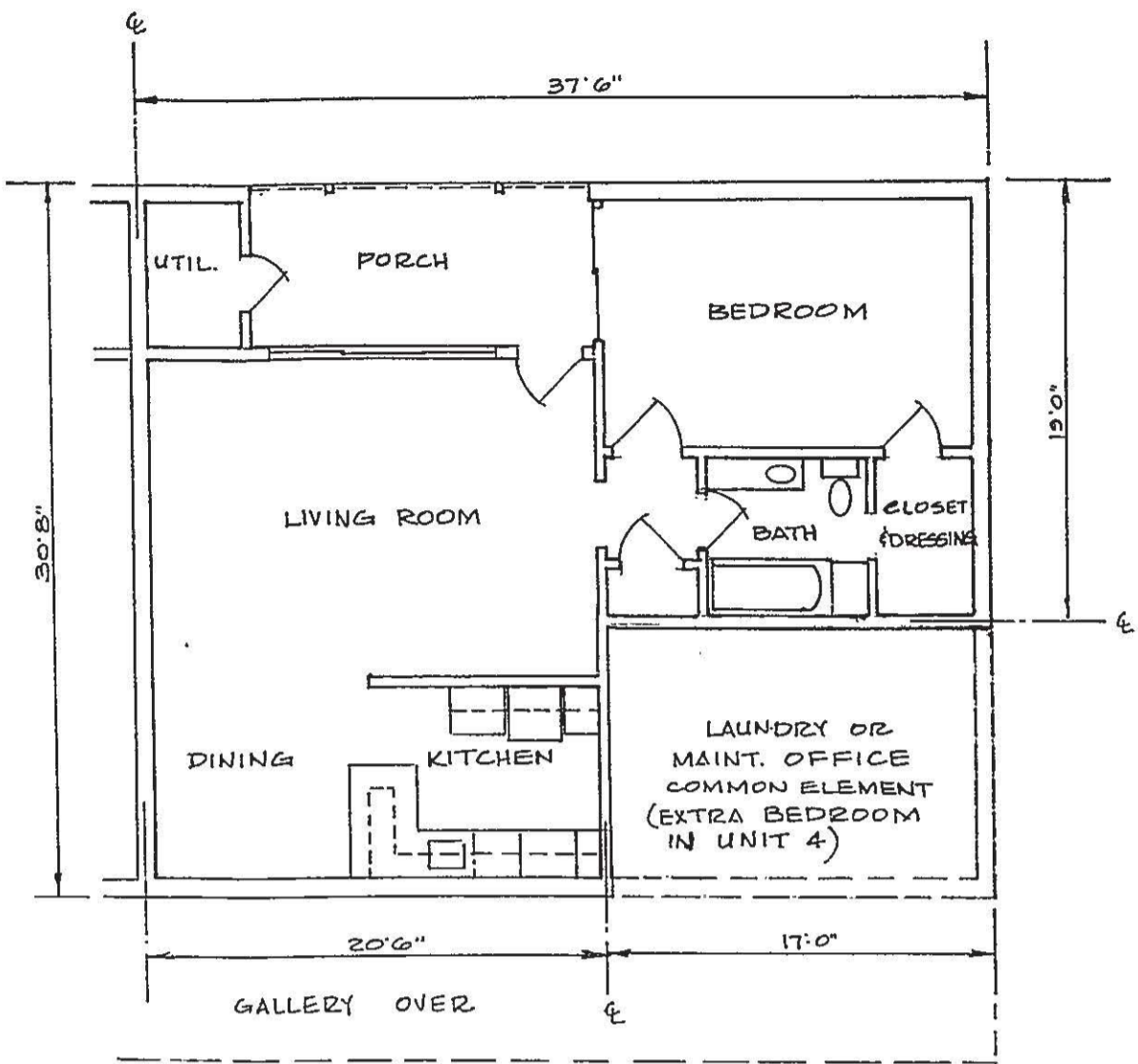
BOOK 1414P1671

BOOK 1414P1672



TYPICAL UNIT  
TYPE B (BASEMENT UNIT)  
SCALE 1/8"=1'-0"

BOOK 1414P1669



TYPICAL UNIT  
TYPE C  
SCALE 1/8"=1'-0"

BOOK 1414P1670

JOHN G. BANE, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NORTH CAROLINA AND THAT THE ATTACHED PLANS OF THE RAMSGATE CONDOMINIUM FULLY DEPICT THE LAYOUT, CEILING AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AND THAT THE ATTACHED FLOOR PLANS ARE AN ACCURATE COPY OF PORTIONS OF THE ORIGINAL PLANS OF THE BUILDINGS AS WERE FILED WITH THE CITY OF WINSTON-SALEM WHEN THE BUILDINGS WERE BUILT.

*John G. Bane*  
PROFESSIONAL ENGINEER NO. 1821-



CEILING ELEVATION

- 956.51
- 965.53
- 974.55
  
- 955.02
- 964.04
  
- 936.10
- 945.12
- 954.14
  
- 943.29
- 952.31
- 961.33
  
- 941.66
- 950.68
- 959.70

BOOK 1414P1672

DATE 10-05-83	SEE DEEDS (931-105) (891-334)
REVISIONS	<b>RAMSGATE CONDOMINIUM</b> WINSTON SALEM, N.C. OWNER-GRUBB PROPERTIES, INC. P.O. BOX 1420 LEXINGTON, N.C.
	<b>JOHN G. BANE, CIVIL ENGINEER</b> WINSTON-SALEM, N.C.
SCALE AS NOTED	DRAWN BY CK'D. BY BOOK 1414P1672

## EXHIBIT B

<u>Unit No.</u>	<u>Address</u>	<u>Interest in Common Property</u>
	(Building 1)	
1	3054 Bonhurst Drive	1.79%
2	3058 Bonhurst Drive	2.11%
3	3062 Bonhurst Drive	2.11%
4	3066 Bonhurst Drive	1.79%
5	3070 Bonhurst Drive	2.11%
6	3074 Bonhurst Drive	2.11%
7	3078 Bonhurst Drive	2.11%
8	3082 Bonhurst Drive	2.11%
9	3086 Bonhurst Drive	2.11%
10	3090 Bonhurst Drive	2.11%
11	3094 Bonhurst Drive	2.11%
12	3098 Bonhurst Drive	2.11%
	(Building 2)	
13	2970 Carriage Drive	2.11%
14	2974 Carriage Drive	2.11%
15	2978 Carriage Drive	2.11%
16	2982 Carriage Drive	2.11%
17	2986 Carriage Drive	2.11%
18	2990 Carriage Drive	2.11%
19	2994 Carriage Drive	2.11%
20	2998 Carriage Drive	2.11%
	(Building 3)	
21	2930 Ramsgate Court	2.11%
22	2934 Ramsgate Court	2.11%
23	2938 Ramsgate Court	2.11%
24	2942 Ramsgate Court	2.11%
25	2946 Ramsgate Court	2.11%
26	2950 Ramsgate Court	2.11%
27	2954 Ramsgate Court	2.11%
28	2958 Ramsgate Court	2.11%
29	2962 Ramsgate Court	2.11%
30	2966 Ramsgate Court	2.11%
	(Building 4)	
31	2926 Ramsgate Court	1.79%
32	2928 Ramsgate Court	2.11%
33	2930 Carriage Drive	2.11%
34	2932 Carriage Drive	2.11%
35	2934 Carriage Drive	2.11%
36	2936 Carriage Drive	2.11%
	(Building 5)	
37	2902 Ramsgate Court	1.79%
38	2904 Ramsgate Court	2.11%
39	2906 Ramsgate Court	2.11%
40	2908 Ramsgate Court	2.11%
41	2910 Ramsgate Court	2.11%
42	2912 Ramsgate Court	2.11%
43	2914 Ramsgate Court	2.11%
44	2916 Ramsgate Court	2.11%
45	2918 Ramsgate Court	2.11%
46	2920 Ramsgate Court	2.11%
47	2922 Ramsgate Court	2.11%
48	2924 Ramsgate Court	2.11%