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RECORDED & VERIFIED
REBECCA T. CHRISTIAN
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA)
BOOK PAGE
COUNTY OF NEW HANOVER)
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SUPPLEMENTAL DECLARATION TO DECLARATION CREATING
UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF
CHAPTER 47A OF THE GENERAL STATUTES OF NORTH CAROLINA
(Recorded in Book 1308 at Page 626)

***** WRIGHTSVILLE DUNES, PHASE 7 *****

THIS SUPPLEMENTAL DECLARATION made this 14th day of July, 1992, by FIRST WASHINGTON CORPORATION, a North Carolina corporation with its principal place of business in Wilmington, North Carolina, New Hanover County, North Carolina, hereinafter referred to as "DECLARANT;

~~000078~~

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Declarant is the owner of that certain real property located in the County of New Hanover and State of North Carolina which is more particularly described on Exhibit "B" as set forth in Declaration recorded in Book 1308 at Page 626 of the New Hanover County Registry; and

WHEREAS, the Declarant is the owner of the one multi-unit building and certain other improvements, heretofore constructed upon that tract described on the attached Exhibit "A" which is a part of the foresaid property; and

WHEREAS, it is the desire and the intention of the Declarant to market, sell and convey interests in the property and the improvements thereon as a condominium project pursuant to the provisions of Chapter 47A of the North Carolina General Statutes entitled "Unit Ownership Act"; and

WHEREAS, said real property is located on North Lumina Avenue, Wrightsville Dunes, North Carolina and is a portion of the real property described in Exhibit "B" of the Declaration Creating Unit Ownership of Property under the provisions of Chapter 47A of the General Statutes of the State of North Carolina (hereinafter "Declaration") establishing WRIGHTSVILLE DUNES, PHASE ONE Condominium, said Declaration being recorded in Book 1308 at Page 626 of the New Hanover County Registry. The site plan for said Phase One is attached to said Declaration as Exhibit "A" and is also recorded in Condominium Plat Book 7 at Page 166 of the New Hanover County Registry. In Article 4 of said Declaration, the Declarant reserved the right and option to add and subject to the provisions of said Declaration the property described in Exhibit "B" to the Declaration so long as said addition and subjection was accomplished on or before December 31, 1995.

WHEREAS, it is the desire and intention of the Declarant in the recordation of this Supplemental Declaration in the Office of the Register of Deeds of New Hanover County, North Carolina, to submit all of the following real property and the improvements thereto to the provisions of the said Chapter 47A and specifically to the provisions of the above referenced recorded Declaration, said property being described as follows:

RECORDED & VERIFIED
REBECCA T. CHRISTIAN
REGISTER OF DEEDS
NEW HANOVER CO. NC

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BEING all of that property described on the attached Exhibit "A" and also shown on a map of Wrightsville Dunes Phase 7 recorded in Condominium Plat Book 10 at Pages 159 through 161 in the Office of the Register of Deeds of New Hanover County, North Carolina.

NOW, THEREFORE, THE DECLARANT DOES HEREBY DECLARE THAT ALL OF THE REAL PROPERTY DESCRIBED ABOVE, AS WELL AS ALL OF THE IMPROVEMENTS CONSTRUCTED THEREON, ARE HELD AND SHALL BE HELD,

RETURNED TO Bill Cameron 762-2676
257793

Document rerecorded 10/6/92 in order to correct a clerical error in Exhibit "B" attached hereto
W. Tolmige Jones Draftsman
Clerical Error Exhibit "B"
Page 2 values had been duplicated from pg 1 in error

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	0530	

CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING ARTICLES OF COVENANTS, CONDITIONS, RESTRICTIONS, USES, LIMITATIONS, AND OBLIGATIONS, ALL OF WHICH ARE DECLARED TO BE IN FURTHERANCE OF A PLAN FOR THE IMPROVEMENT OF SAID PROPERTY AND THE DIVISION THEREOF INTO CONDOMINIUM UNITS AND SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BURDEN AND A BENEFIT TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND ANY PERSON OR ENTITY ACQUIRING OR OWNING AN INTEREST IN THE REAL PROPERTY AND IMPROVEMENTS OR ANY SUBDIVISION THEREOF, THEIR GRANTEES, SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES AND ASSIGNS.

ARTICLE I

SUBMISSION OF PROPERTY

A. Pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, Section 47A-2, the Declarant does hereby submit all of the real property described on Page 1 hereof, together with all improvements thereon and described herein, to the provisions of the "Unit Ownership Act" of the State of North Carolina, which is codified as Chapter 47A of the General Statutes of the State of North Carolina.

B. In furtherance thereof, Declarant declares and affirms that the real property described on Page 1 hereof, is a portion of the real property described in Article 4 of the DECLARATION CREATING UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF CHAPTER 47A OF THE NORTH CAROLINA GENERAL STATUTES (hereinafter "Declaration") which is recorded in Book 1308 beginning at Page 626 in the Office of the Register of Deeds of New Hanover County, North Carolina, and therefore, by virtue of the exclusive right and option belonging to the Declarant, as reserved to it in Article 4 of said Declaration, the Declarant further declares that all of the real property described on Page 1 hereof as well as all of the improvements constructed thereon, are hereby subjected to and henceforth shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to each and every provision of those Articles of Covenants, Conditions, Restrictions, Uses, Limitations and Obligations which are set forth in that recorded Declaration referred to hereinabove, except those provisions that are or have been altered or changed by prior Supplements to the Declaration or for this submission as set forth hereinbelow.

Hereinbelow, Declarant has set forth those provisions of said recorded Declaration which have been changed for this submission, and does incorporate by reference those provisions which have not.

ARTICLE 2

DEFINITIONS

The definition for the terms used in this Supplemental Declaration and used in the Articles of the said recorded Declaration (recorded in Book 1308 at Page 626) as they are applicable to this Submission of real property by incorporation herein shall be as follows:

1. The terms Condominium Unit, Association, Condominium, Singular, Plural, and Gender are defined in Article 2 of the Declaration recorded in Book 1308 at Page 626 of the New Hanover County Registry referred to hereinabove and said definitions are incorporated herein by reference. The term The Declarant shall be defined as FIRST WASHINGTON CORPORATION, its successors and/or assigns.

2. The term Declaration shall mean and refer to the DECLARATION CREATING UNIT OWNERSHIP OF PROPERTY UNDER THE PROVISIONS OF CHAPTER 47A OF THE GENERAL STATUTES OF NORTH CAROLINA which is recorded in Book 1308 at Page 626 of the New Hanover County Register of Deeds.

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IDENTIFICATION OF PROPERTY ~~1611~~ 0531

A. **LAND:** The description of the land on which the building and improvements are located is set forth in Exhibit "A" of this Supplemental Declaration.

B. **BUILDING:** Building shall mean and refer to the one (1) multi-unit building which has been constructed upon the real property described on Exhibit "A", to be used for residential purposes as hereinafter provided. Reference is hereby made to Condominium Plat Book 10 at Pages 159 through 161 of the New Hanover County Registry which consists of a survey of the real property prepared by SHERWIN D. CRIBB, R.L.S., License No. L-1099, as well as floor plans of the building prepared by Boney Architects, showing all particulars as required by law. In general, the building has three (3) full stories with lofts and is designated on the survey as Building "A".

Building A has a total of approximately 21,329 net square feet of heated area. Building A has been subdivided into twelve (12) condominium units. A schedule of the designation and net square feet contained in each of the twelve (12) units is as follows:

Building A:

UNIT:	SQUARE FOOTAGE
1A	1,700
1B	1,499
1C	1,499
1D	1,697
2A	1,700
2B	1,496
2C	1,497
2D	1,698
3A	2,288
3B	1,983
3C	1,983
3D	2,289

Every unit has its own separate entrance and deck. The decks serving each unit are designated as limited common areas for the sole and exclusive use and enjoyment of the owners of the units served thereby, their invitees, licensees, and tenants. The building has been principally constructed with concrete and has asphalt shingle roofing.

C. **UNIT DESIGNATION:** The unit designation of each condominium unit, its location, its dimensions, approximate area, common areas, limited common areas and facilities to which it has immediate access, are shown on the survey and plans hereinabove referred to and made a part hereof. No unit bears the same identifying number as does any other unit. Each unit is bounded as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings, and floors which are shown on said plans, subject to such encroachments as are contained in the Building, whether the same now exist or may be caused or created by construction, settlement, or movement of the Building, or by permissible repairs, construction or alteration.

D. COMMON AREAS AND FACILITIES 1523 1520

(1) Extent: The common areas and facilities consist of all of the property described in Exhibit "A" other than the units therein as described in said survey and plans, together with the property (Amenity Tracts) described in Exhibit "D" to the Declaration.

(2) Nature of Interest: Each of the unit owners in Wrightsville Dunes, Phase 1, 2, 3, 4, 5, 6 and 7 shall own an undivided interest in the common areas and facilities (the Common Elements) and said undivided interest, stated as a percentage of such ownership in the said common elements, is set forth in Exhibit "B" which is annexed to this Supplemental Declaration and made a part hereof.

(3) All areas of the described property not within any units shall be common areas; and all portions of any building or other improvements not included within a unit shall be a common facility. The common facilities shall include amenities such as swimming pools, tennis courts and club house as well as all installations, items and equipment for utility service to more than one unit and shall also include tangible personal property required for the maintenance and operation of the condominium even though owned by the Association. The use of the term "common elements" in this document shall be synonymous with "common areas and facilities".

(4) Any portion of the common areas which is designated "limited common area" shall be owned as set forth in Article (3) (D) (2) above. However, the use of a "limited common area" shall be limited to the owner or owners of the units served thereby.

(a) Storage Spaces: There are twelve (12) storage spaces designated on the above referenced survey and plans as follows:

<u>Storage Space</u>		<u>Unit</u>
# 1	allocated to	3D
# 2	allocated to	3C
# 3	allocated to	2D
# 4	allocated to	2C
# 5	allocated to	1D
# 6	allocated to	1C
# 7	allocated to	3A
# 8	allocated to	3B
# 9	allocated to	2A
#10	allocated to	2B
#11	allocated to	1A
#12	allocated to	1B

Each Storage Space is hereby declared to be Limited Common Area allocated to the exclusive use of the Unit designated above.

(b) Garage Space: There are six (6) Garage Spaces designated on the above referenced survey and plans as follows:

<u>Garage Space</u>		<u>Unit</u>
# 1	allocated to	3A

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	BOOK	PAGE	
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BOOK			# 2 allocated to 1A
1611			# 3 allocated to 2A
			# 4 allocated to 2D
			# 5 allocated to 1D
			# 6 allocated to 3D

Each Garage Space is hereby declared to be Limited Common Area allocated to the exclusive use of the unit as designated above.

(c) Nature of Allocation: The allocation of each Storage Space to each unit is permanent in character and the conveyance of the unit carries with it automatically and without mention exclusive use to the allocated Storage Space. The allocation of each Garage Space to a designated unit is not permanent and the unit owner of a unit that has appurtenant to it an allocated Garage Space may lease or sell the space to another unit owner. In no event shall the right to use a Garage Space be severed from the ownership of a unit in the building. Any such assignment or purported sale or transfer of a Garage Space to one not a unit owner shall be null and void.

(d) Special Assessment for Garage Spaces: The books and records of the Association will be kept in such a manner that it is possible to determine and ascertain such sums as are expended by the Association for the maintenance and upkeep of the Garage Spaces and these sums shall be prorated and specifically assessed against the units to which the Garage Spaces are allocated and collected with the regular annual assessment.

ARTICLE 4

PLAN OF DEVELOPMENT AND SCOPE OF DECLARATION

The name by which this condominium project shall henceforth be known as is WRIGHTSVILLE DUNES, Phase 7. First Washington Corporation has caused to be constructed upon the real property described in Exhibit "A" one multi-unit building, containing twelve (12) units as well as the common areas and facilities of both the building and the real property, all as defined hereinabove and as shown upon the above referenced survey and plans made a part hereof by reference. The units together with their privileges and appurtenances, shall be offered for sale to the public by First Washington Corporation or its assigns, as residential condominium units pursuant to the provisions of Chapter 47A of the General Statutes of the State of North Carolina, subject to the covenants, conditions, restrictions and obligations stated in the Articles of this Supplemental Declaration, the original Declaration, as supplemented, the Articles of Incorporation of the Homeowners Association, its duly adopted By-Laws and its Rules and Regulations.

First Washington Corporation, by this Supplemental Declaration, submits only the real property described in Exhibit "A" attached hereto, together with the improvements thereon, to the Act and hereinafter this submission shall be referred to as "WRIGHTSVILLE DUNES, PHASE 7."

A. It is understood and declared that the undivided fractional or percentage interest owned by each unit owner of units in WRIGHTSVILLE DUNES, Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6 and Phase 7 is as stated in Exhibit "B" hereunder.

B. Nothing herein shall be deemed to limit or alter the Declarant's right, hereby reserved, to vary the internal layout, size, or configurations of any units so long as the Declarant substantially conforms with the provisions of this Article.

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ARTICLE 1623 1522

THE NATURE AND INCIDENTS OF UNIT OWNERSHIP

A. Each unit shall be conveyed and treated as an individual real 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 unit, an undivided interest in the common areas and facilities of WRIGHTSVILLE DUNES, Phase 1, 2, 3, 4, 5, 6 and 7. The undivided interest in the common areas and facilities of Wrightsville Dunes, Phase 1, 2, 3, 4, 5, 6 and 7 appurtenant to each of the one hundred and three (103) units of WRIGHTSVILLE DUNES, Phases 1, 2, 3, 4, 5, 6 and 7 is set forth on Exhibit "B" attached.

The proportional interest in the common areas and facilities that is appurtenant to each unit has been determined in a manner consistent with the Act.

B. No unit may be divided or subdivided into a smaller unit or units than as shown on the recorded plans, nor shall any unit or portion thereof be added to or incorporated into any other unit unless written approval is first obtained from the Board of Directors of the Association. The undivided interest in the common areas and facilities declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said unit, and the undivided interest in common areas and facilities appurtenant to each unit shall be deemed conveyed, devised, encumbered, or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such unit. Any conveyance, mortgage, or other instrument which purports to grant any right, interest or lien in, to or upon a unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a unit and its appurtenant undivided interest in common areas and facilities, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire unit. Any instrument, conveying, devising, encumbering, or otherwise dealing with any unit, which describes said unit by the letter/numerical designation assigned thereto without limitation or exception shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common areas and facilities. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common areas and facilities by more than one person or entity, as tenants in common, joint tenants, or as tenants by the entirety. However, time-sharing marketing of a unit is expressly prohibited.

C. The common areas and facilities (including all amenities) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in WRIGHTSVILLE DUNES, Phases 1, 2, 3, 4, 5, 6 and 7 for their use and the use of their immediate families, guests or invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of units. Notwithstanding anything above provided in this Article, the Association shall have the exclusive right to establish the rules and regulations pursuant to which the owner of any unit, his family, guests or invitees may be entitled to use the common areas and facilities, including the right to establish regulations concerning the use of the pool and tennis courts.

ARTICLE 6

INCORPORATION

The terms and provisions of Articles 6, 7, 8, 9, 10 and 11 of the Declaration are hereby adopted in their entirety and incorporated herein by reference.

ARTICLE 12

MANAGEMENT AND MAINTENANCE

A. MANAGER: The Association may enter into a contract with a Management Company or Manager for the purposes of providing all elements of the operation, care, supervision, maintenance and management of the property. However, any such contract may not exceed three (3) years in duration, and such agreement must provide for termination by either party without cause and without payment of a termination fee upon 90 days' or less written notice. All the powers and duties of the Association necessary or convenient for such maintenance and management may be delegated to and vested in the Manager by the Board of Directors, except such as are specifically required by the Declaration, the By-Laws, or the Unit Ownership Act, to have the approval of the Board of Directors of the Association. The Manager is hereby further authorized to recommend the annual budget, and, upon approval thereof by the Board of Directors, make assessments for common expenses, and collect such assessments in the manner provided for in the Declaration and the By-Laws, subject always to the supervision and right of approval of the Board of Directors.

B. OWNER'S MAINTENANCE:

(1) Each unit owner agrees as follows:

(a) To maintain in good condition and repair his unit and all interior surfaces within his unit (such as walls, ceilings and floors) which are not common elements or exterior surfaces, the maintenance of which shall be the responsibility of the Association and assessable to all the unit owners as a common expense.

(b) Not to make or cause to be made any structural addition to the common elements without the prior written consent of the Association.

(c) To make no alteration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements.

(d) To permit the Board of Directors or the Manager, or the agents or employees of the Association to enter with notice at any reasonable hour of the day, for the purpose of maintenance, inspection, repair, replacement of improvements within the unit or the common elements, or to enter without notice in the case of emergency, threatening any unit(s) or the common elements or to determine compliance with the provisions of the Declaration, the By-Laws or the Rules and Regulations promulgated thereunder.

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(2) In the event a unit owner fails to maintain the unit as required herein or makes any structural addition or alterations to the common areas without the required written consent of the Board of Directors, or fails to permit entrance to the Board or the Manager as required above, the Manager on behalf of the Board of Directors or Association, or the Board on its behalf, shall have the right to proceed either at law or in equity for whatever appropriate remedy the circumstances require. In lieu thereof and/or in addition to this remedy, the Association, through the Board of Directors, shall have the right and power to levy an assessment against the owner of the unit and the unit itself for such necessary sums to remove any unauthorized structure or alteration and to restore the property to its former condition. The Association and/or the Board of Directors on its behalf, shall have the further right and power to have it employees or agents, or any subcontractor appointed by it, enter the unit at any and all reasonable times, to do such work as is deemed necessary by the Board to enforce compliance with the provision hereof.

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C. LIMITATION OF LIABILITY: Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

ARTICLE 13

ASSESSMENTS

The common expenses shall be assessed against each unit owner as provided for in Paragraph 11 above. Assessments which are unpaid for over thirty (30) days after due date shall bear the maximum interest allowed by law, (but not to exceed the monthly rate of one and one-half percent (1 1/2%) from the due date until such unpaid assessment is paid in full.)

Unit owners shall be subject to assessment by the Board of Directors upon acquiring title to their unit. The Declarant shall not be liable for assessments for unsold units until one hundred twenty (120) days after conveyance of title to the first unit sold in each phase of WRIGHTSVILLE DUNES.

In addition to the usual monthly assessments, Unit Owners shall be subject to pay a one time initial assessment upon acquiring title to their unit from Declarant equal to twice the standard monthly assessment in order to fund contingent or unascertained expenses of the Association during initial phases of operation for each phase.

Any sum assessed remaining unpaid for more than thirty (30) days shall constitute a lien upon the delinquent unit or units when filed of record in the Office of the Clerk of Superior Court of New Hanover County in the manner provided for by Article 8 of Chapter 44 of the General Statutes of North Carolina as amended. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Manager or the Board of Directors incident to the collection of such assessment or the enforcement of such lien. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Manager or Board of Directors shall be entitled to the appointment of a receiver to collect the same. Any Purchaser who obtains title to a condominium unit at a sale held to foreclose a lien for assessments pursuant to this Paragraph shall not be responsible for the payment of any monthly assessments due prior to the time of his taking of title. Any holder of a first lien deed of trust on a unit, upon request, will be entitled to written notification from the Association of any default in the performance by an individual owner-borrower of any obligation under the Condominium Declaration and By-Laws not cured within sixty (60) days.

ARTICLE 14

INCORPORATION

The terms and provisions of Articles 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of the Declaration are hereby adopted in their entirety and incorporated herein by reference.

ARTICLE 24

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

"Institutional Lenders" or "Institutional Lender" as the terms are used herein shall mean and refer to banks, savings and loan associations, insurance companies or other reputable mortgage lenders. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Condominium Unit or Units, or shall be the owner of any Condominium Unit or Units, such Institutional Lender or Institutional Lenders shall have the following rights, upon written request to the Association, to wit:

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A. To approve the company or companies with whom casualty insurance is placed.

B. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, prepared by an Accountant designated by the Association, such Financial Statement and Report to be furnished by April 15 of each calendar year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit 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 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 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 Association;

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

E. The call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.


ARTICLE 25

SERVICE OF PROCESS

W. Talmage Jones is hereby designated to receive service of process in any action which may be brought against or in relation to this condominium development and/or the Association. Said person's address is 101 South Third Street, P. O. Drawer 2178, Wilmington, NC 28402, which is within the County in which the development is located. The Board of Directors of WRIGHTSVILLE DUNES H.O.A., INC. may revoke the appointment of such agent and appoint a successor, all pursuant to the By-Laws of the Association.

IN WITNESS WHEREOF, FIRST WASHINGTON CORPORATION has caused this instrument to be signed in its name by its proper corporate officers and its corporate seal to be hereto affixed all by authority of its Board of Directors duly given and granted, all on the day and year first hereinabove written.

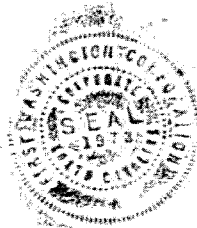
ATTEST:


Secretary

FIRST WASHINGTON CORPORATION


President

(CORPORATE SEAL)



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STATE OF NORTH CAROLINA

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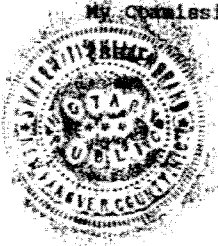
COUNTY OF NEW HANOVER

I, Sharon M. Hillenbrand, a notary public in and for the said county and state, hereby certify that Janis W. Elz personally came before me this day and acknowledged that he/she is Secretary of FIRST WASHINGTON CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was duly signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its Secretary.

WITNESS my hand and seal, this the 14th day of July, 1997.

Sharon M. Hillenbrand
Notary Public

My Commission Expires: March 10, 1996



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AS BUILT VERIFICATION
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I, PAUL DAVIS BONEY, a North Carolina Registered Architect, being duly sworn, do hereby certify that the plans being filed simultaneously with this Declaration of Condominium fully depict the layout, ceiling and floor elevations, unit numbers and dimensions of the units as built.

WITNESS my hand and seal, this 16 day of July, 1992.

Paul Davis Boney (SEAL)
PAUL DAVIS BONEY

STATE OF NORTH CAROLINA

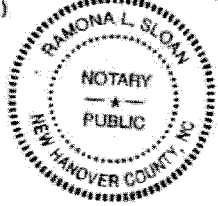
COUNTY OF NEW HANOVER

I, Ramona L. Sloan, a Notary Public in and for said State and County, do hereby certify that PAUL DAVIS BONEY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 16th day of July, 1992.

Ramona L. Sloan
Notary Public

My Commission Expires: 25 July 1998
(Seal)



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JOINDER AND CONSENT OF TRUSTEES AND BENEFICIARIES/MORTGAGEES

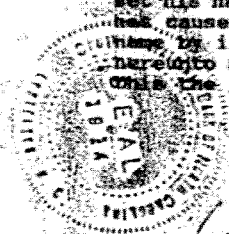
VAIDEN P. KENDRICK, Trustee, and SOUTHERN NATIONAL BANK OF NORTH CAROLINA, Mortgagee, join in the execution of this Supplemental Declaration of Covenants, Conditions and Restrictions for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in the property known as WRIGHTSVILLE DUNES, PHASE 7 and shown on a map of said property recorded in Condominium Plat Book 10 at Page 159 ^{page 101} of the New Hanover County Registry, that they have, or either of them has, or may have, by virtue of that deed of trust recorded in Book 1523 at Page 415 of the New Hanover County Registry to said Declaration, and every provision thereof, and to the jurisdiction of WRIGHTSVILLE DUNES, H.O.A., INC. as the same may be amended from time to time.

IN WITNESS WHEREOF, VAIDEN P. KENDRICK, TRUSTEE, has hereunto set his hand and seal, and SOUTHERN NATIONAL BANK OF NORTH CAROLINA has caused this JOINDER AND CONSENT to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed all by authority of its Board of Directors all on this the 10th day of July, 1992.

Vaiden P. Kendrick (SEAL)
VAIDEN P. KENDRICK, TRUSTEE

SOUTHERN NATIONAL BANK OF NORTH CAROLINA

BY: [Signature]



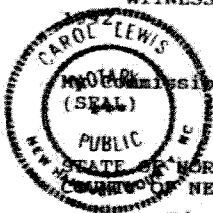
ATTEST: [Signature]
Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

PERSONALLY APPEARED before me, Carol Lewis, a Notary Public in and for the said County and State, Vaiden P. Kendrick, Trustee, who acknowledged the due execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and notarial seal, this 10th day of July,

Carol Lewis
Notary Public



BOOK PAGE
1623 0540

I, Stephanie C. Drew, Notary Public in and for the State and County aforesaid, do hereby certify that W. Robertson personally appeared before me this day and acknowledged that he is Asst. Secretary of SOUTHERN NATIONAL BANK OF NORTH CAROLINA, 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 its Asst. Secretary.

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

Stephanie C. Drew
Notary Public

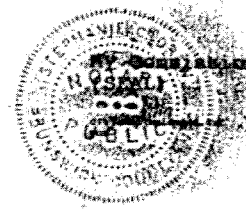


EXHIBIT "A"

Beginning at an old iron pin in the easterly line of North Lumina Avenue Extension (60-foot right-of-way). Said beginning point being in the northernmost corner of Tract 15 as shown on a map of North Shell Island Subdivision recorded in Map Book 25 at Page 20 of the New Hanover County Registry. Said beginning point being located 0.96 miles as measured along said North Lumina Avenue Extension, in a northerly direction, from the intersection of said North Lumina Avenue Extension with Mallard Street. Running thence from said beginning point:

1. North 33 degrees 48 minutes East 16.10 feet along the easterly line of said North Lumina Avenue Extension to a point at the southerly end of a curve to the West. Said curve having a radius of 1,147.47 feet; thence
2. along the curved easterly line of said North Lumina Avenue Extension to a new iron pipe that is North 30 degrees 03 minutes East a chord distance of 150.10 feet from the preceding point; thence
3. South 55 degrees 36 minutes East 170.58 feet to a point; thence
4. South 34 degrees 08 minutes 45 seconds West 50.00 feet to a point; thence
5. South 55 degrees 36 minutes East 150.00 feet to a point in the dividing line between Tract 16 and Tract 22 as shown on said map of North Shell Island Subdivision; thence
6. South 34 degrees 08 minutes 45 seconds West 160.77 feet along said dividing line to an old iron pin in the northerly line of said Tract 15; thence
7. North 55 degrees 36 minutes West 104.96 feet along a dividing line between said Tract 15 and said Tract 16 to an old iron pin; thence
8. North 34 degrees 24 minutes East 45.00 feet along another dividing line between said Tract 15 and said Tract 16 to an old concrete monument; thence
9. North 55 degrees 36 minutes West 205.00 feet along another dividing line between said Tract 15 and said Tract 16 to the point of beginning.

The above described tract contains 1.305 acres and is a portion of said Tract 16 as shown on said map of North Shell Island Subdivision recorded in Map Book 25 at Page 20 of the New Hanover County Registry.

STATE OF NORTH CAROLINA, New Hanover County

The foregoing Certificate (s) of
Sheep M. Hattenbeard, Pamela L. Sloan, Carol Lewis and Stephanie Dean
 Notaries Public
 This 16 day of July A.D., 1992
 (They are) certified to be correct.
 Rebecca B. Tucker, Register of Deeds
 By *RB*

EXHIBIT "B"	BOOK	PAGE
PERCENTAGES OF OWNERSHIP	1623	1530

BUILDING H

UNIT 1-A	1.125642%
UNIT 1-B	0.894169%
UNIT 1-C	0.894169%
UNIT 1-D	0.894169%
UNIT 1-E	0.894169%
UNIT 1-F	1.125642%
UNIT 2-B	0.894169%
UNIT 2-C	0.894169%
UNIT 2-D	0.894169%
UNIT 2-E	0.894169%
UNIT 3-A	0.944693%
UNIT 3-B	0.894169%
UNIT 3-C	0.894169%
UNIT 3-D	0.894169%
UNIT 3-E	0.894169%
UNIT 3-F	0.944693%

BUILDING C

UNIT C-1	1.125642%
UNIT C-2	0.944693%
UNIT C-3	0.894169%
UNIT C-4	0.894169%
UNIT C-5	0.894169%
UNIT C-6	0.894169%
UNIT C-7	0.894169%
UNIT C-8	0.894169%
UNIT C-9	0.894169%
UNIT C-10	0.894169%
UNIT C-11	0.894169%
UNIT C-12	1.125642%
UNIT C-13	0.944693%

BUILDING D

UNIT D-1	1.125642%
UNIT D-2	0.944693%
UNIT D-3	0.894169%
UNIT D-4	0.894169%
UNIT D-5	0.894169%
UNIT D-6	0.894169%
UNIT D-7	0.894169%
UNIT D-8	0.894169%
UNIT D-9	0.894169%
UNIT D-10	0.894169%
UNIT D-11	0.894169%
UNIT D-12	1.125642%
UNIT D-13	0.944693%

BUILDING G

UNIT 1A	1.227866%
UNIT 1B	0.894169%
UNIT 1C	0.894169%
UNIT 1D	0.894169%
UNIT 1E	1.227866%
UNIT 2B	0.894169%
UNIT 2C	0.894169%
UNIT 2D	0.894169%
UNIT 3A	0.944693%
UNIT 3B	0.894169%
UNIT 3C	1.150904%
UNIT 3D	1.999817%

EXHIBIT "B"

PERCENTAGES OF OWNERSHIP

PAGE

PAGE 2

1623

1581

BUILDING F

UNIT 1A	1.044567%
UNIT 1B	0.850694%
UNIT 1C	0.850694%
UNIT 1D	1.044567%
UNIT 2A	1.044567%
UNIT 2B	0.850694%
UNIT 2C	0.850694%
UNIT 2D	1.044567%
UNIT 3A	0.938231%
UNIT 3B	0.871844%
UNIT 3C	0.893581%
UNIT 3D	0.871844%
UNIT 3E	0.938231%

BUILDING B

UNIT 1A	1.000505%
UNIT 1B	0.881244%
UNIT 1C	0.881244%
UNIT 1D	1.000505%
UNIT 2A	1.000505%
UNIT 2B	0.881244%
UNIT 2C	0.881244%
UNIT 2D	1.000505%
UNIT 3A	1.180866%
UNIT 3B	0.881244%
UNIT 3C	0.881244%
UNIT 3D	1.180866%

BUILDING E

UNIT 1A	1.000505%
UNIT 1B	0.881244%
UNIT 1C	0.881244%
UNIT 1D	1.000505%
UNIT 2A	1.000505%
UNIT 2B	0.881244%
UNIT 2C	0.881244%
UNIT 2D	1.000505%
UNIT 3A	1.180866%
UNIT 3B	0.881244%
UNIT 3C	0.881244%
UNIT 3D	1.180866%

BUILDING A

UNIT 1A	1.000505%
UNIT 1B	0.881244%
UNIT 1C	0.881244%
UNIT 1D	1.000505%
UNIT 2A	1.000505%
UNIT 2B	0.881244%
UNIT 2C	0.881244%
UNIT 2D	1.000505%
UNIT 3A	1.344190%
UNIT 3B	1.165004%
UNIT 3C	1.165004%
UNIT 3D	1.344190%

103 UNITS-----
100.000000%

BOOK
~~1611~~

PAGE
~~854~~

BOOK
1623

PAGE
1582

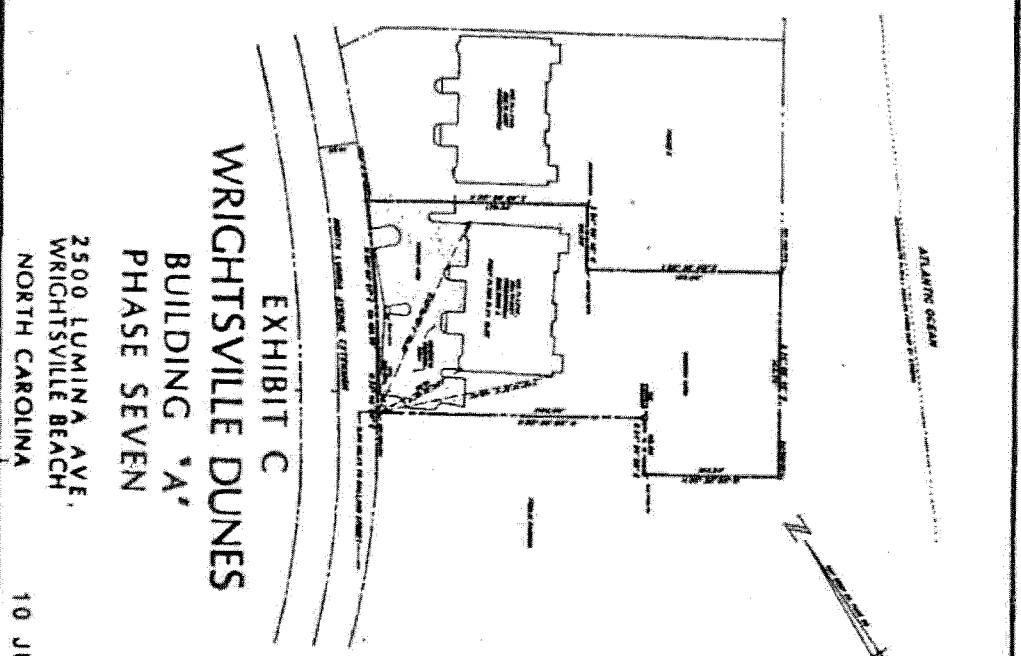


EXHIBIT C
 WRIGHTSVILLE DUNES
 BUILDING 'A'
 PHASE SEVEN
 2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

10 JULY 1992



THE STATE OF NORTH CAROLINA
 COUNTY OF CURRUMPTOON
 I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of this county.

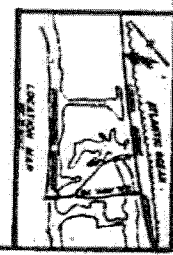
PHASE 7
 WRIGHTSVILLE DUNES

PREPARED BY
 FRANK MASTING TON CORPORATION
 1000 W. 10TH ST.
 WILMINGTON, N.C. 28401

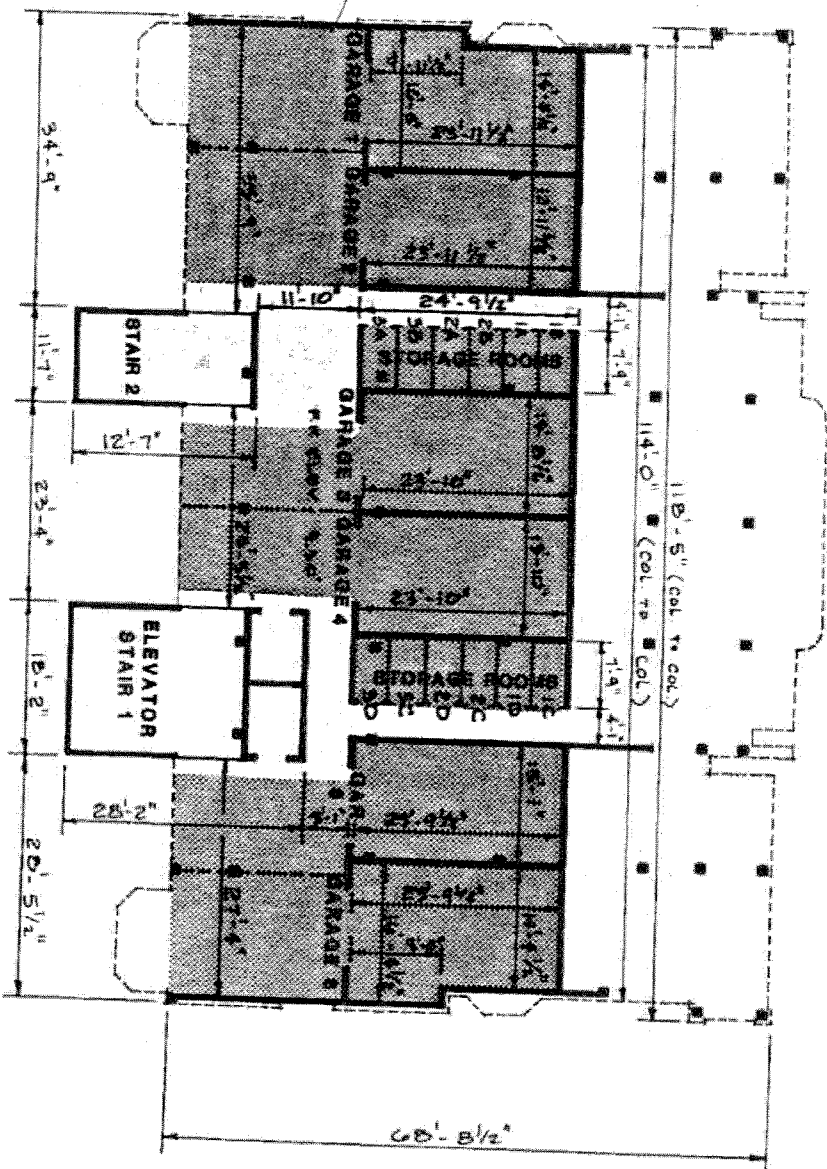


APPROVED AND FORWARDED:

 PROJECT MANAGER



Page 1 of 7



INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
 INDICATES COMMON AREAS
 INDICATES CONDOMINIUMS

1A, 1B, 1C, 1D,
 2A, 2B, 2C, 2D,
 3A, 3B, 3C & 3D

boney architects
 120 south fifth avenue
 wilmington north carolina

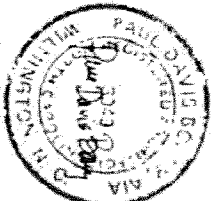


BUILDING "A"
 PHASE SEVEN

WRIGHTSVILLE
 DUNES

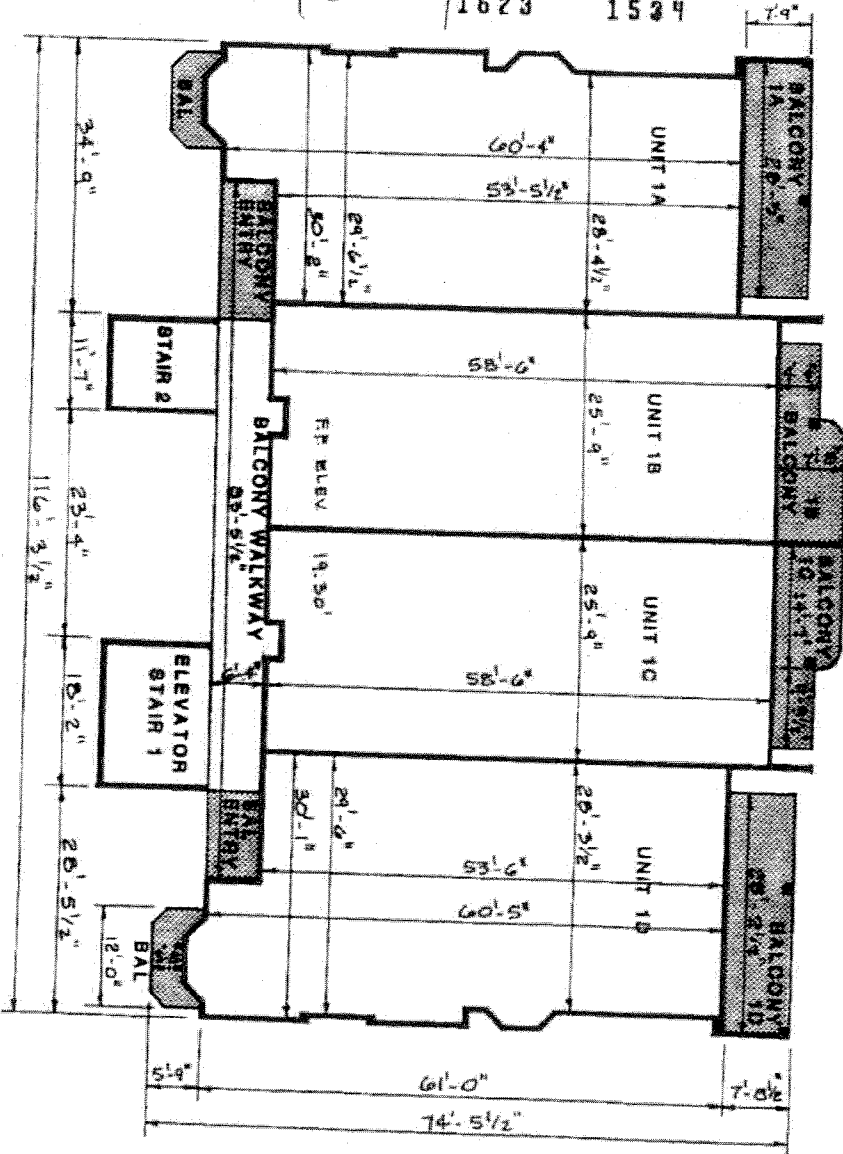
2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

GROUND FLOOR



10 JULY 1992
 EXHIBIT C

boney architects
120 south fifth avenue
wilmington north carolina



INDICATES BOUNDARY LINE OF UNITS
INDICATES LIMITED COMMON AREAS
INDICATES COMMON AREAS
INDICATES CONDOMINIUMS

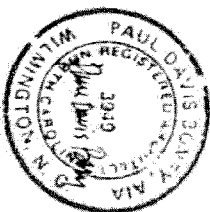
- 1A, 1B, 1C, 1D,
- 2A, 2B, 2C, 2D,
- 3A, 3B, 3C & 3D

BUILDING "A"
PHASE SEVEN

WRIGHTSVILLE
DUNES

2500 LUMINA AVE.
WRIGHTSVILLE BEACH
NORTH CAROLINA

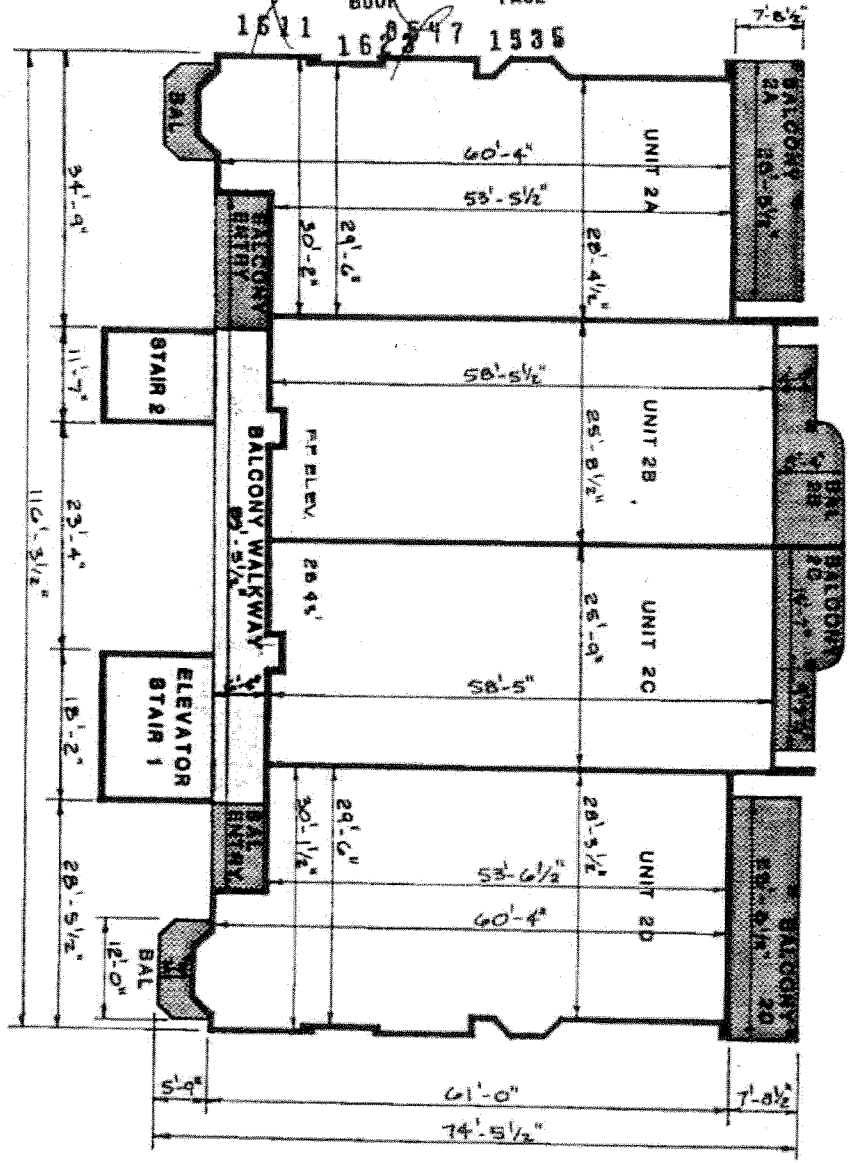
FIRST FLOOR



10 JULY 1992

EXHIBIT C

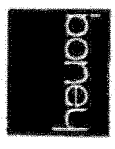
BOOK PAGE PAGE
 1621 1622 1535



INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
 INDICATES COMMON AREAS
 INDICATES CONDOMINIUMS

- 1A, 1B, 1C, 1D,
- 2A, 2B, 2C, 2D,
- 3A, 3B, 3C & 3D

boney architects
 120 south fifth avenue
 wilmington north carolina

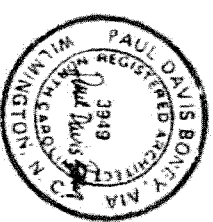


BUILDING 'A'
 PHASE SEVEN

WRIGHTSVILLE
 DUNES

2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

SECOND FLOOR



10 JULY 1992

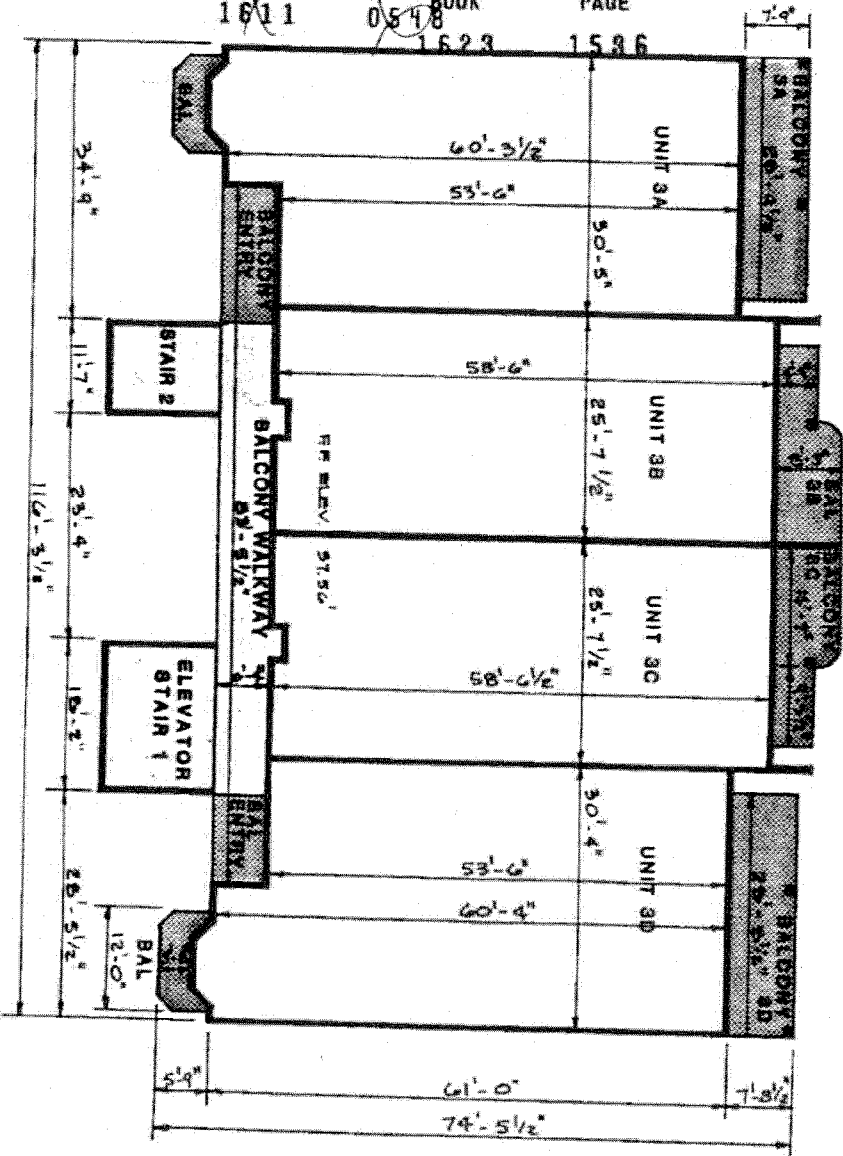
EXHIBIT C

Page 4 of 7

boney architects
 120 south fifth avenue
 wilmington north carolina



BOOK 1811 PAGE 0548
 BOOK 1523 PAGE 1586



INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
 INDICATES COMMON AREAS
 INDICATES CONDOMINIUMS
 UNIT

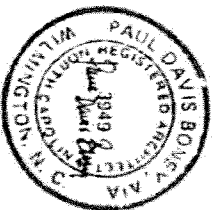
1A, 1B, 1C, 1D,
 2A, 2B, 2C, 2D,
 3A, 3B, 3C & 3D

BUILDING "A"
 PHASE SEVEN

WRIGHTSVILLE
 DUNES

2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

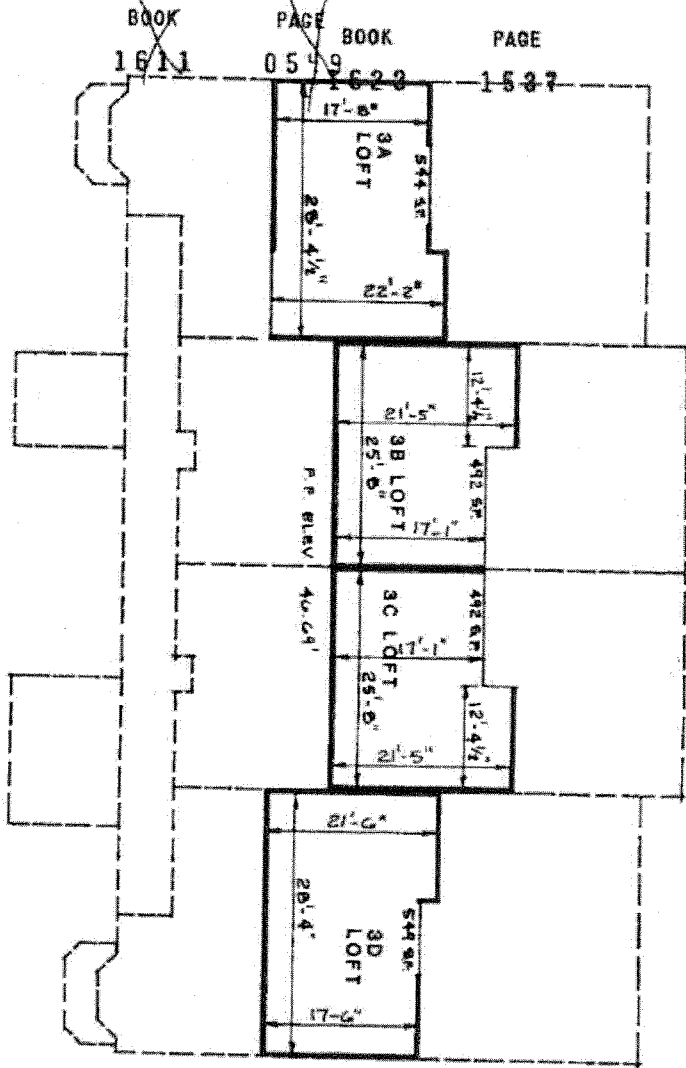
THIRD FLOOR



10 JULY 1992

EXHIBIT C

boney architects
 120 south fifth avenue
 wilmington north carolina



BOOK PAGE
~~1611~~ ~~0549~~ 1537

INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
 INDICATES COMMON AREAS
 INDICATES CONDOMINIUMS

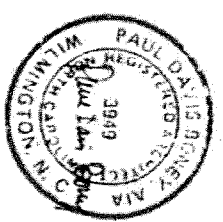
1A, 1B, 1C, 1D,
 2A, 2B, 2C, 2D,
 3A, 3B, 3C & 3D

BUILDING "A"
 PHASE SEVEN

WRIGHTSVILLE
 DUNES

2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

LOFT FLOOR



10 JULY 1992

EXHIBIT C
 Page 6 of 7

BOOK	PAGE								
1623	150	3A LOFT	3B LOFT	3C LOFT	3D LOFT	55.70'	10'-0"	FF 46.69'	
		UNIT 3A	UNIT 3B	UNIT 3C	UNIT 3D	380	9'-1/2"	FF 31.50'	
		UNIT 2A	UNIT 2B	UNIT 2C	UNIT 2D	280	9'-1/2"	FF 28.49'	
		UNIT 1A	UNIT 1B	UNIT 1C	UNIT 1D	140	9'-1/2"	FF 19.50'	
		GARAGE 1	GARAGE 2	PASS	GARAGE 3	GARAGE 4	STO	PASS	GARAGE 5
		GARAGE 2	GARAGE 3	GARAGE 4	STO	PASS	GARAGE 5	GARAGE 6	GARAGE 6
									FF 9.50'

SQUARE FOOTAGE

HEATING AREA PER FLOOR	HEATED AREA PER UNIT	GROUND FLOOR LIMITED COMMON AREA
1ST FLOOR TOTAL AREA	8,285 SF	GARAGE 1
2ND FLOOR TOTAL AREA	8,281 SF	GARAGE 2
3RD FLOOR TOTAL AREA	8,448 SF	GARAGE 3
	2,077 SF	GARAGE 4
		GARAGE 5
		GARAGE 6
		TOTAL
		STORAGE ROOMS

AREA	UNITED COMMON AREA	AREA	COMMON AREA
GROUND FLOOR	2,888 SF	GROUND FLOOR	1,308 SF
1ST FLOOR	1,031 SF	1ST FLOOR	749 SF
2ND FLOOR	1,055 SF	2ND FLOOR	781 SF

boney architects

120 south fifth avenue
wilmington north carolina



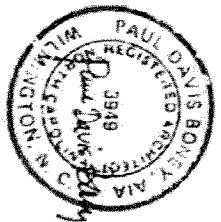
BOOK 1623
PAGE 0550

BUILDING "A"
PHASE SEVEN
WRIGHTSVILLE DUNES
2500 LUMINA AVE.
WRIGHTSVILLE BEACH
NORTH CAROLINA

LONG FLOOR

10 JULY 1992

EXHIBIT C



EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S) MADE
IN AN INSTRUMENT AS ORIGINALLY RECORDED

RE: BOOK 1611 BOOK PAGE
PAGE 0529 1623 1588

RECORDED IN THE New Hanover COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS:
Declarant: _____
~~GRANTORS~~: First Washington Corporation

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I/WE, The Undersigned, hereby certify that the following
corrections are made in the above named recorded instrument in
accordance with the provisions of G.S. 47-36.1 ratified June 30,
1986.

DESCRIPTION OF CORRECTION(S): To correct a clerical error in Exhibit "B".

THIS, THE 12th DAY OF October, 1992
W. T. Tufmire, Jr. (SEAL)

(SEAL)

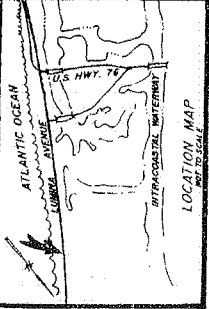
(SEAL)

(SEAL)

This explanation statement together with the attached instrument
duly rerecorded at 3:31 o'clock P M this the 6th day
of October, 1992 in the Book and page shown on the
first page hereof.

Rebecca Tucker Christian By Mary Sue Ott
Register of Deeds Deputy/Assistant Register of Deeds

RECORDED
 192 JUL 16 PM 2 05



CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION:

(THESE) HEREBY CERTIFY THAT (I AM ONE OF) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED IN THESE PLANS AND THAT I HAVE A PLAN OF CONDOMINIUM WITH MY FLOOR PLAN AND OTHER DOCUMENTS INCLUDING UNITS AND OTHER DOCUMENTS TO BE FILED IN PUBLIC RECORDS AND THAT I HAVE CONSENTED TO THE LAND AS SHOWN HEREON IN THE SUBDIVISION RECORDS OF THE TOWN OF WRIGHTSVILLE BEACH, AS WRIGHTSVILLE DUNES CONDOMINIUM, AS WRIGHTSVILLE DUNES CONDOMINIUM.

DATE: _____
FIRST WASHINGTON CORPORATION

CERTIFICATE OF PAID DUES: THE UNDERTAKING UNDER THE LAWS OF NORTH CAROLINA HEREIN IS IN FULL PAYMENT OF THE DUES AND FEES REQUIRED BY THESE PLANS ENTITLED "WRIGHTSVILLE BEACH CONDOMINIUM DEVELOPMENT" SHEET OF SURVEY MAP AND SITE PLAN AND COPY OF RECORDS OF THE TOWN OF WRIGHTSVILLE BEACH, AS WRIGHTSVILLE DUNES CONDOMINIUM, AS WRIGHTSVILLE DUNES CONDOMINIUM, AS WRIGHTSVILLE DUNES CONDOMINIUM, AS WRIGHTSVILLE DUNES CONDOMINIUM, AS WRIGHTSVILLE DUNES CONDOMINIUM.

DATE: _____
FIRST WASHINGTON CORPORATION

Paul Davis Powell
 PAUL DAVIS POWELL
 N.C. REGISTRATION NO. 1949
 WILMINGTON, N.C.

THE LAYOUT OF THIS CONDOMINIUM WAS PREPARED BY THE BOARD OF ALDERMAN, WRIGHTSVILLE BEACH, N.C.

TOWNSHIP CLERK

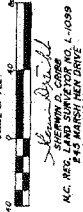


**PHASE 7
 WRIGHTSVILLE DUNES**

(A CONDOMINIUM DEVELOPMENT)
 PART OF TRACT 16 NORTH SHELL ISLAND SUBDIVISION
 WRIGHTSVILLE BEACH TOWNSHIP NEW HANOVER COUNTY
 NORTH CAROLINA

DEVELOPED BY
FIRST WASHINGTON CORPORATION
 410 SOUTH COLLEGE ROAD
 WILMINGTON, NORTH CAROLINA

JUNE 30, 1992



N.C. REG. LAND SURVEYOR NO. L-1059
Shepherd D. Cobb
 SHEPHERD D. COBB
 WILMINGTON, N.C.

I, SHEPHERD D. COBB, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF NORTH CAROLINA. I HAVE CONDUCTED A FIELD SURVEY OF THE PROPERTY AND HAVE FOUND THE DATA TO BE ACCURATE WITHIN THE TOLERANCES SET FORTH IN THE CONSTITUTION AND LAWS OF THIS STATE. THIS IS THE TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS FILED WITH ME ON THIS DATE.

DATE: _____
SHEPHERD D. COBB

Paul Davis Powell
 PAUL DAVIS POWELL
 N.C. REG. LAND SURVEYOR NO. L-1099

NOTARY PUBLIC
 NORTH CAROLINA
 NEW HANOVER COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT SHEPHERD D. COBB IS A LICENSED LAND SURVEYOR IN THE STATE OF NORTH CAROLINA AND THAT HE HAS EXECUTED THE FOREGOING INSTRUMENT IN FULL COMPLIANCE WITH THE LAWS OF THIS STATE. THIS IS THE TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED WITH ME ON THIS DATE.

DATE: _____
NOTARY PUBLIC

NOTARY PUBLIC
 NORTH CAROLINA
 NEW HANOVER COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT SHEPHERD D. COBB IS A LICENSED LAND SURVEYOR IN THE STATE OF NORTH CAROLINA AND THAT HE HAS EXECUTED THE FOREGOING INSTRUMENT IN FULL COMPLIANCE WITH THE LAWS OF THIS STATE. THIS IS THE TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED WITH ME ON THIS DATE.

DATE: _____
NOTARY PUBLIC

REGISTER OF DEEDS
 NORTH CAROLINA
 NEW HANOVER COUNTY

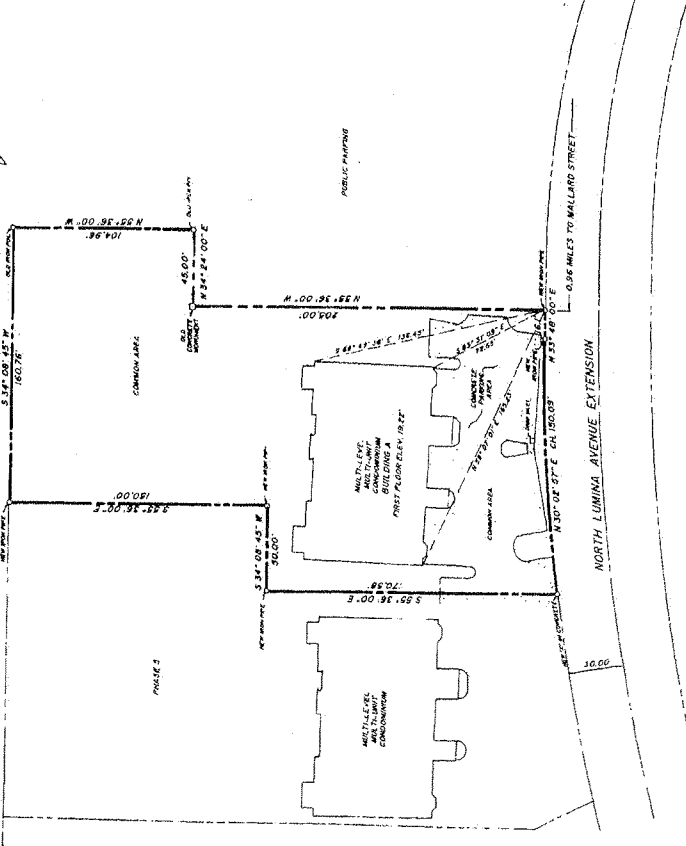
I, A REGISTER OF DEEDS OF THE COUNTY AND STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED WITH ME ON THIS DATE.

DATE: _____
REGISTER OF DEEDS

THE PREMISES SHOWN ARE WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP OF THE COMMUNITY PANEL NO. 370286-D-0202, FIRM NO. 412140.

ATLANTIC OCEAN

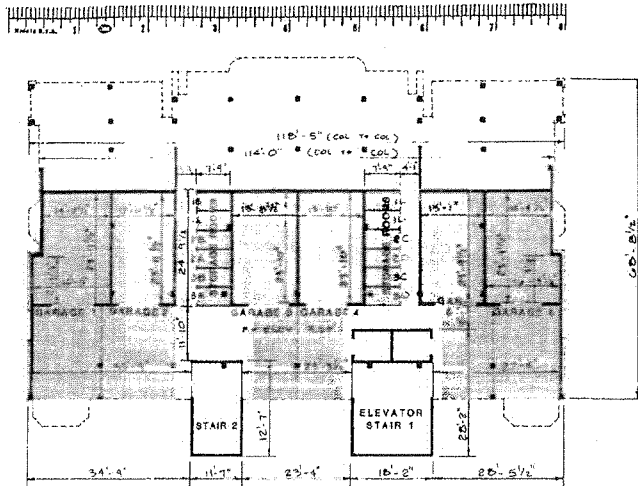
SPONSORWAVE N.W.S. SCALE-TYPING MAP BY OTHERS



159

RECORDED BY
 4/1/92
 Condo Book 10 Page 159

160



boney architects

120 south fifth avenue
wilmington north carolina



Condo Book 10 Page 160

- - - - - INDICATES BOUNDARY LINE OF UNITS
 [Hatched] INDICATES LIMITED COMMON AREAS
 [Dotted] INDICATES COMMON AREAS
 [Solid] UNIT
 [Thick Line] INDICATES CONDOMINIUMS

1A, 1B, 1C, 1D,
2A, 2B, 2C, 2D,
3A, 3B, 3C & 3D

BUILDING "A"
PHASE SEVEN

WRIGHTSVILLE DUNES

2500 LUMINA AVE.
WRIGHTSVILLE BEACH
NORTH CAROLINA

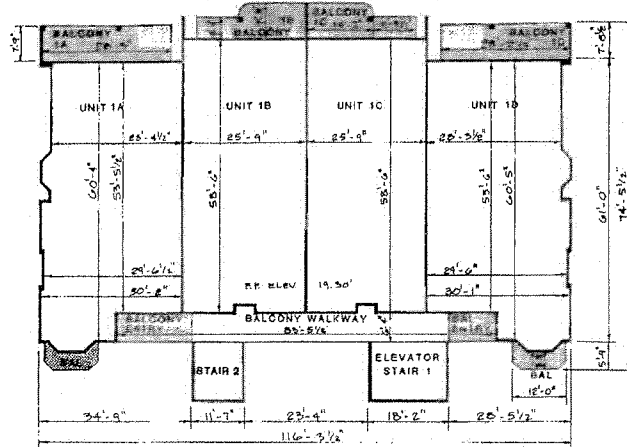
GROUND FLOOR



10 JULY 1992

EXHIBIT C

Page 2 of 7



boney architects

120 south fifth avenue
wilmington north carolina



- - - - - INDICATES BOUNDARY LINE OF UNITS
 [Hatched] INDICATES LIMITED COMMON AREAS
 [Dotted] INDICATES COMMON AREAS
 [Solid] UNIT
 [Thick Line] INDICATES CONDOMINIUMS

1A, 1B, 1C, 1D,
2A, 2B, 2C, 2D,
3A, 3B, 3C & 3D

BUILDING "A"
PHASE SEVEN

WRIGHTSVILLE DUNES

2500 LUMINA AVE.
WRIGHTSVILLE BEACH
NORTH CAROLINA

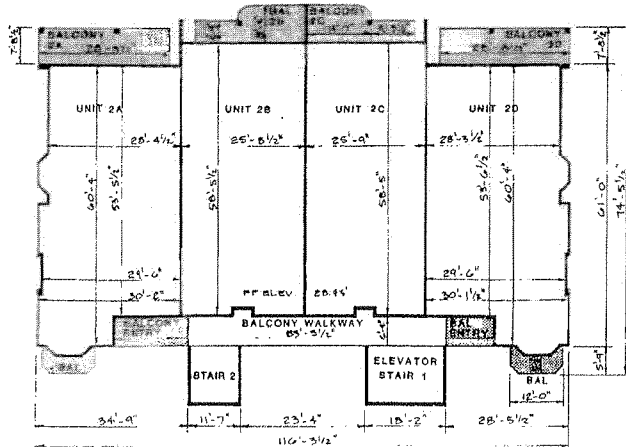
FIRST FLOOR



10 JULY '92

EXHIBIT C

Page 3 of 7



boney architects

120 south fifth avenue
wilmington north carolina



- - - - - INDICATES BOUNDARY LINE OF UNITS
 [Hatched] INDICATES LIMITED COMMON AREAS
 [Dotted] INDICATES COMMON AREAS
 [Solid] UNIT
 [Thick Line] INDICATES CONDOMINIUMS

1A, 1B, 1C, 1D,
2A, 2B, 2C, 2D,
3A, 3B, 3C & 3D

BUILDING "A"
PHASE SEVEN

WRIGHTSVILLE DUNES

2500 LUMINA AVE.
WRIGHTSVILLE BEACH
NORTH CAROLINA

SECOND FLOOR

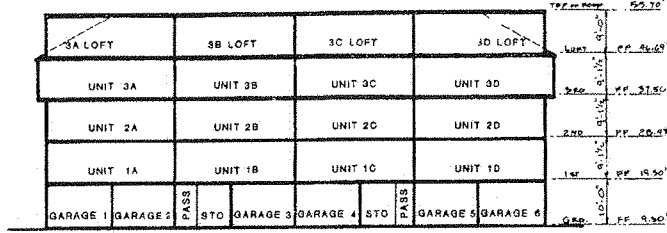


10 JULY 1992

EXHIBIT C

Page 4 of 7

161



BUILDING "A"
 PHASE SEVEN
 WRIGHTSVILLE DUNES
 2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

SQUARE FOOTAGE

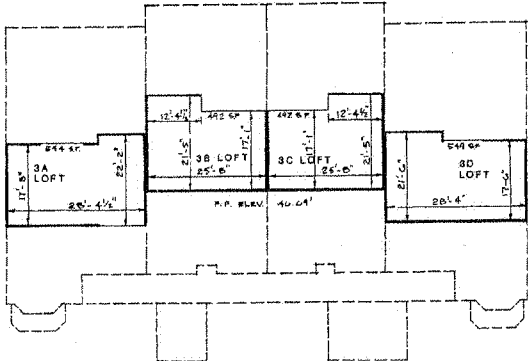
HEATING AREA PER FLOOR		GAS TO AREA PER UNIT		GARAGE / LOFT LIMITED COMMON AREAS	
1ST FLOOR TOTAL AREA	6,398 SF	UNIT 1A	1,700 SF	GARAGE 1	451 SF
2ND FLOOR TOTAL AREA	4,391 SF	UNIT 1B	1,439 SF	GARAGE 2	651 SF
3RD FLOOR TOTAL AREA	4,486 SF	UNIT 1C	1,489 SF	GARAGE 3	650 SF
LOFT	3,037 SF	UNIT 1D	1,697 SF	GARAGE 4	613 SF
		UNIT 2A	1,300 SF	GARAGE 5	673 SF
		UNIT 2B	1,485 SF	GARAGE 6	627 SF
		UNIT 2C	1,497 SF	TOTAL	3,818 SF
		UNIT 2D	1,459 SF	STORAGE ROOMS	394 SF
		UNIT 3A	2,289 SF		
		UNIT 3B	1,963 SF		
		UNIT 3C	1,981 SF		
		UNIT 3D	2,289 SF		

LONG FLOOR
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AREA	UNITED COMMON AREA	AREA	COMMON AREA
GROUND FLOOR	2,858 SF	GROUND FLOOR	1,309 SF
1ST FLOOR	1,211 SF	1ST FLOOR	749 SF
2ND FLOOR	1,016 SF	2ND FLOOR	791 SF
3RD FLOOR	2,628 SF	3RD FLOOR	2,261 SF
TOTAL	7,714 SF	TOTAL	4,860 SF



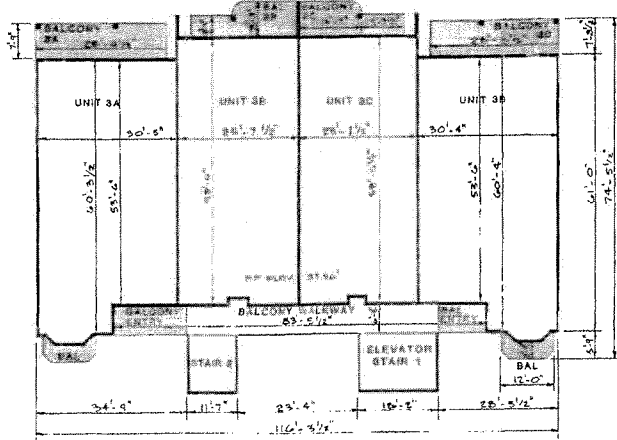
BUILDING "A"
 PHASE SEVEN
 WRIGHTSVILLE DUNES
 2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

LOFT FLOOR
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INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
 INDICATES COMMON AREAS
 UNIT INDICATES CONDOMINIUMS
 1A, 1B, 1C, 1D,
 2A, 2B, 2C, 2D,
 3A, 3B, 3C & 3D



BUILDING "A"
 PHASE SEVEN
 WRIGHTSVILLE DUNES
 2500 LUMINA AVE.
 WRIGHTSVILLE BEACH
 NORTH CAROLINA

THIRD FLOOR
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INDICATES BOUNDARY LINE OF UNITS
 INDICATES LIMITED COMMON AREAS
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 UNIT INDICATES CONDOMINIUMS
 1A, 1B, 1C, 1D,
 2A, 2B, 2C, 2D,
 3A, 3B, 3C & 3D

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