

OFFERED AT
\$715,000

Medical Office Condo at Whitehall Professional Center

2540 W. Arrowood Rd. Suite 100 (Unit A), Charlotte, NC 28273

- 2,529 Square Feet / Built In 2006
- Highly Visible End-Unit w/ Prime Arrowood Rd. Frontage
- Updated Interior Featuring Wood Laminate Flooring, Fresh Paint & Elegant Finishes
- Zoned O-1 (CD) – General Office & Medical Uses Only
- Ample Parking + Peaceful Pond-Side Setting
- Across From Whitehall Commons Shopping Center
- Minutes To I-485, I-77 & Charlotte Douglas Airport

Interior Layout

- 8 Exam Rooms, including a Large Surgery Suite
- 2 Private Offices
- Elegant Lobby with vaulted ceiling and chandelier
- Enclosed Reception Area
- Central Nurse Station & Lab
- Break Room & Storage/Mechanical Room
- 3 Restrooms



Own Your Own Office in Charlotte's Hottest Sub-Market



MODERN BROKERAGE
ACCELERATED REALTY

Please contact **Jason Dolph, CCIM** for additional information at: **704-502-0388**

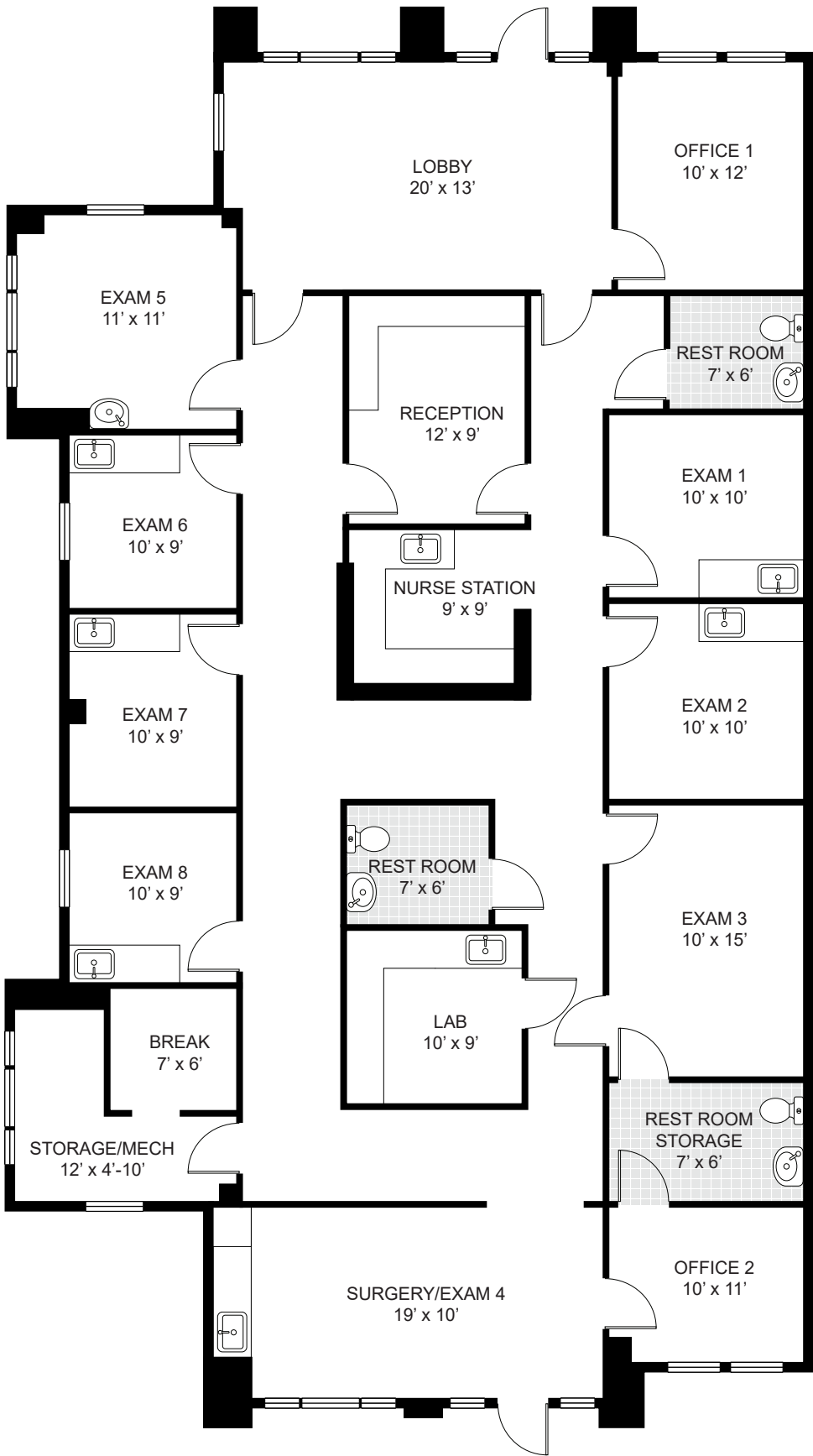
Jason@ModernBrokerage.com | ModernBrokerage.com | (NC RE Broker #216777 Firm #25553)

Disclaimer: The information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. Any information of special interest should be obtained through independent verification. ALL MEASUREMENTS ARE APPROXIMATE. This promotion is not intended as a direct solicitation to an individual who is currently represented by a Realtor®.



2529 SF

FRONT ENTRANCE



2540 W. Arrowood Rd. #100, Charlotte, NC 28273

2540 W Arrowood Road #100 (A), Charlotte, North Carolina 28273

2540 W Arrowood Road #100 (A), Charlotte, North Carolina 28273

List \$: **\$715,000**

MLS#: **4291661**

Category: **Commercial Sale**

County: **Mecklenburg**

Status: **ACT**

Parcel ID: **201-301-40**

Acres: **0.00**

Legal Desc: **UNIT A U/F 780-1**

City Tax Pd To: **Charlotte**

Tax Val: **\$417,000**

Complex Name: **Whitehall Professional**

Zoning: **O-1 (CD)**

Deed Ref: **32526-695**

OSN: **Canopy MLS**



General Information

Type: **Medical/Dental**
Second Type: **Office**
Sale/Lse Inc: **Building**
Documents: **Aerial Photo, Brochure, Floor Plan**
In City: **Yes**
Restrictions: **Architectural Review, Building, Deed, Signage, Use**
Rstrict Cmnts: **See POA Docs. All Uses must be pre-approved by POA prior to contract acceptance. The quarterly POA dues are \$5,87**

Listing Information

Lse Consider: **No**

Bldg Information

New Const: **No**
Builder:
Year Built: **2006**
Const Status:
Const Type: **Site Built**
of Bldgs: **1**
of Rentals:
of Units: **1**
Baths Total:
of Stories: **1**

Square Footage

Total: **2,529**
Min SF Avail: **2,529**
Max SF Avail: **2,529**
Min Lse#/SF: **\$0.00**
Max Lse\$/SF: **\$0.00**
Office SqFt:
Warehse SF:
Garage SF:

Additional Information

Rail Service:
Prop Finance: **Cash, Conventional**
Ownership: **Seller owned for at least one year**
Spcl Cond: **None**
Rd Respons: **Privately Maintained Road**

Road Front:

Lsd Consdr: **No**

Flood Pl: **No**

Features

Lot Description: **End Unit, Level, Paved, Pond**
Windows: **Window Treatments**
Fixtures Exclsn: **No/None**
Foundation: **Slab**
Accessibility: **2 or More Access Exits, Bath Grab Bars, Handicap**
Exterior Cover: **Brick Full**
Road Surface: **Paved**
Roof: **Flat**
Security Feat: **Carbon Monoxide Detector(s), Security System, Smoke Detector**
Suitable Use: **Commercial**
Utilities: **Cable Available, Electricity Connected, Fiber Optics, Natural Gas, Phone Connected, Underground Power Lines, Underground Utilities, Wired Internet Available**
Floors: **Laminate Wood, Tile**
Property Feat: **Front Elevation**

Laundry:
Basement Dtls: **No**
Fireplaces:
Construct Type: **Site Built**

Road Frontage: **City Street, Interstate 1 mi or less**
Patio/Porch:
Other Structure:
Inclusions: **Building**

Fire Sprinkler:
Building

Utilities

Sewer: **City Sewer**
Heat: **Central, Forced Air**
Restrictions: **Architectural Review, Building, Deed, Signage, Use - See POA Docs. All Uses must be pre-approved by POA prior to contract acceptance. The quarterly POA dues are \$5,875.**

Water: **City Water**
Cool: **Central Air**

Association Information

Subject to HOA: **Required**
Spc Assess Cnfrm: **No/None**
Subj to CCRs: **Yes** **Mandatory**

Public Remarks

Beautifully updated 2,529 SF medical office condo in Whitehall Professional Center with prime frontage on W. Arrowood Rd., directly across from Whitehall Commons Shopping Center. Functional layout includes 8 exam rooms (including a large surgery suite), 2 private offices, enclosed reception, central nurse station, lab, break room, and elegant lobby with vaulted ceiling and chandelier, plus 3 restrooms. Built in 2006 with recent upgrades including wood laminate flooring, neutral paint, and HVAC. Zoned O-1 (CD) for office/medical use. Ample parking and tranquil pondside setting. Just 1 mile from I-485 and 1.5 miles from I-77 in Charlotte's thriving southwest submarket. This is 1 of 2 individually owned condominiums in this building. An Offering Memorandum with additional information, including Property Owners Association documents, is available for preview.

Agent Remarks

Listing agent must accompany all showings. Property may only be shown on Wednesdays and Thursdays. See attachments for the Offering Memorandum that includes floorplan, area demographics, and other key information including POA declarations and signage. Medical and general office use is permitted only and must be pre-approved by the POA prior to contract acceptance. The quarterly POA dues are \$5,875

Showing Instructions, Considerations, and Directions

Call Listing Agent

See Remarks

From I-485 Inner Loop, exit onto South Tryon Street heading toward Charlotte. Turn left, then make a quick right onto West Arrowood Road. After about a mile, the property will be on your right in Whitehall Professional Center, just past the



ARROWOOD RD FRONTAGE



ARROWOOD RD FRONTAGE



ARROWOOD RD FRONTAGE



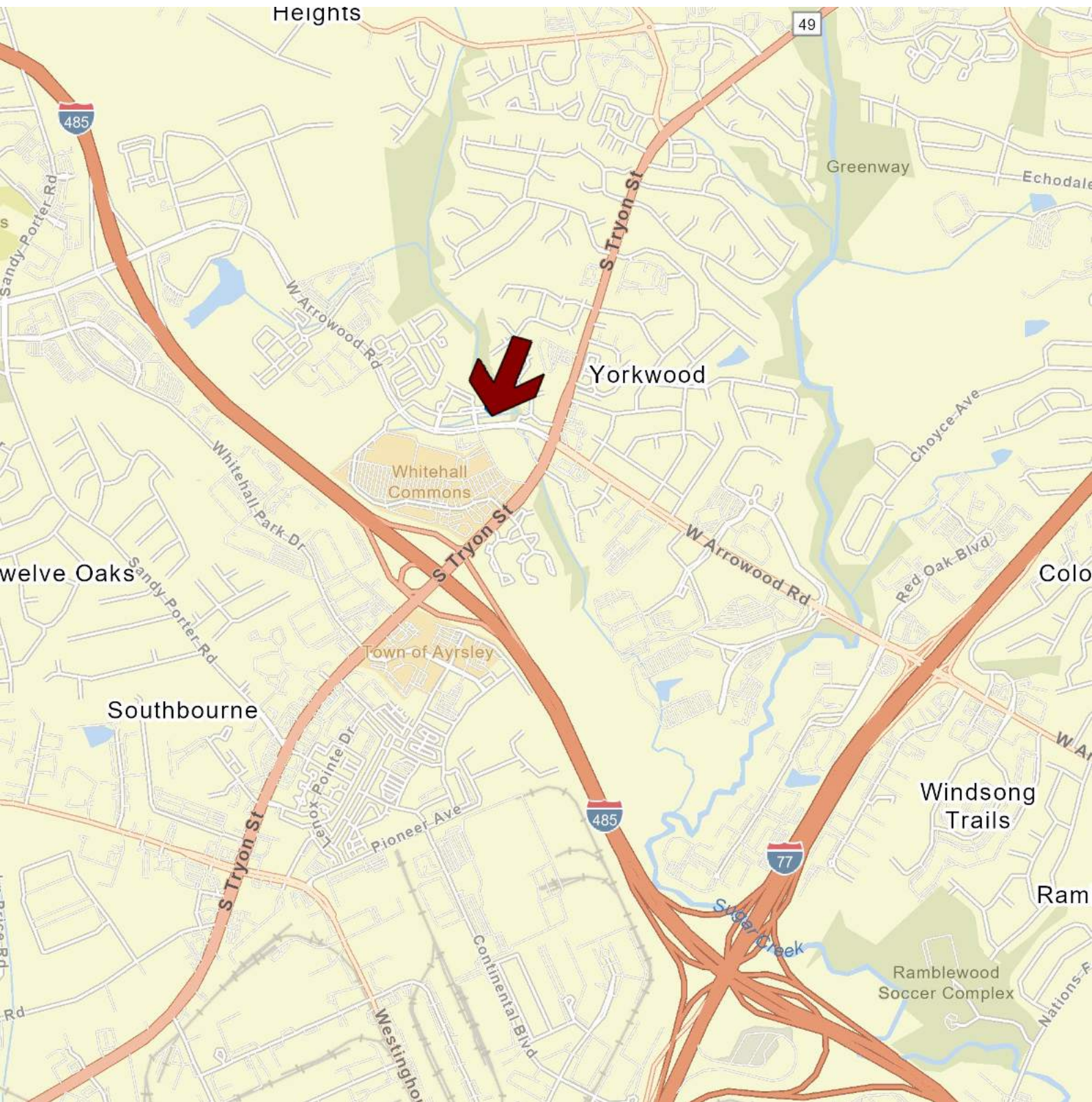
PARKING LOT (ENTRANCE)

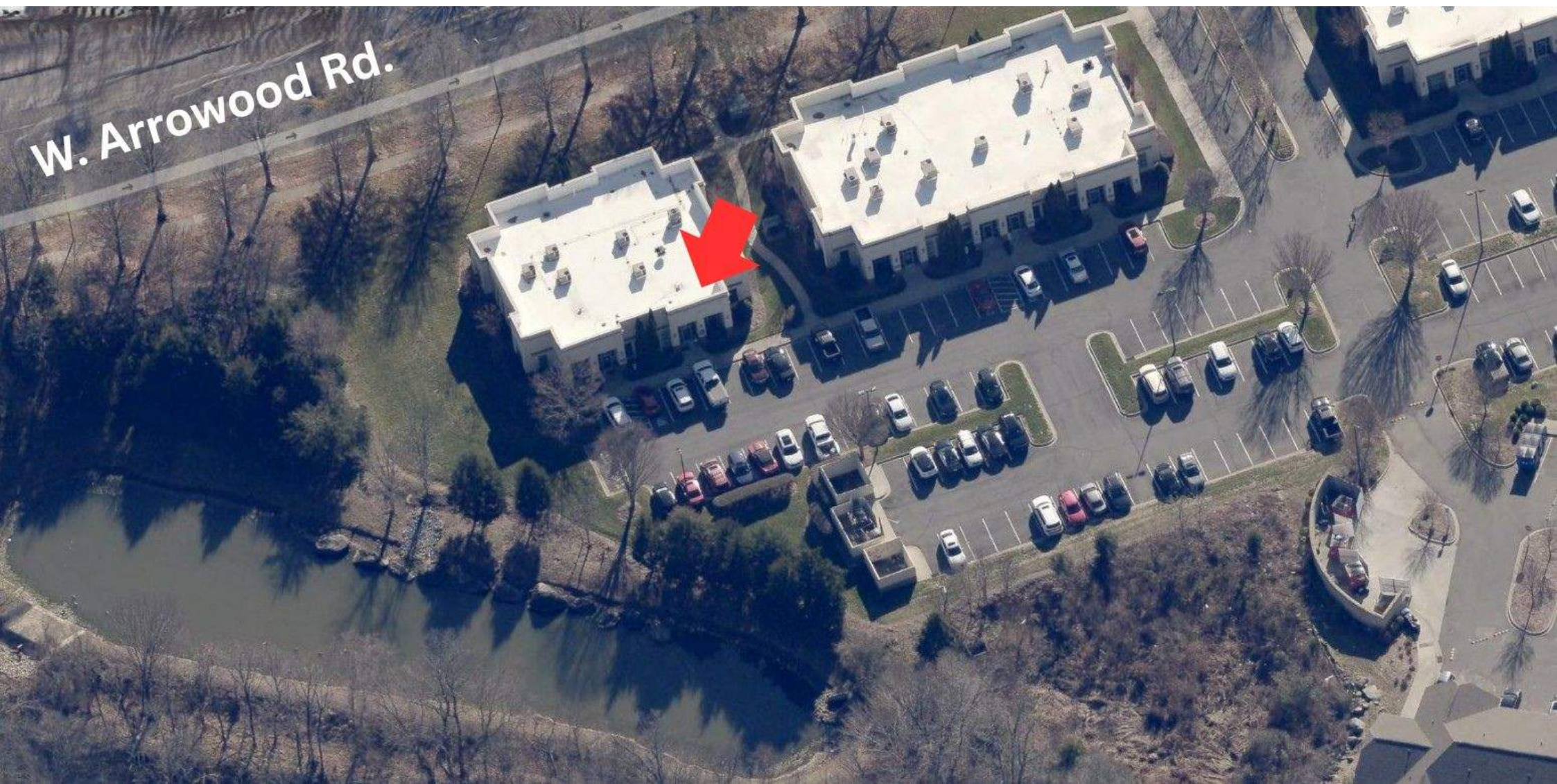


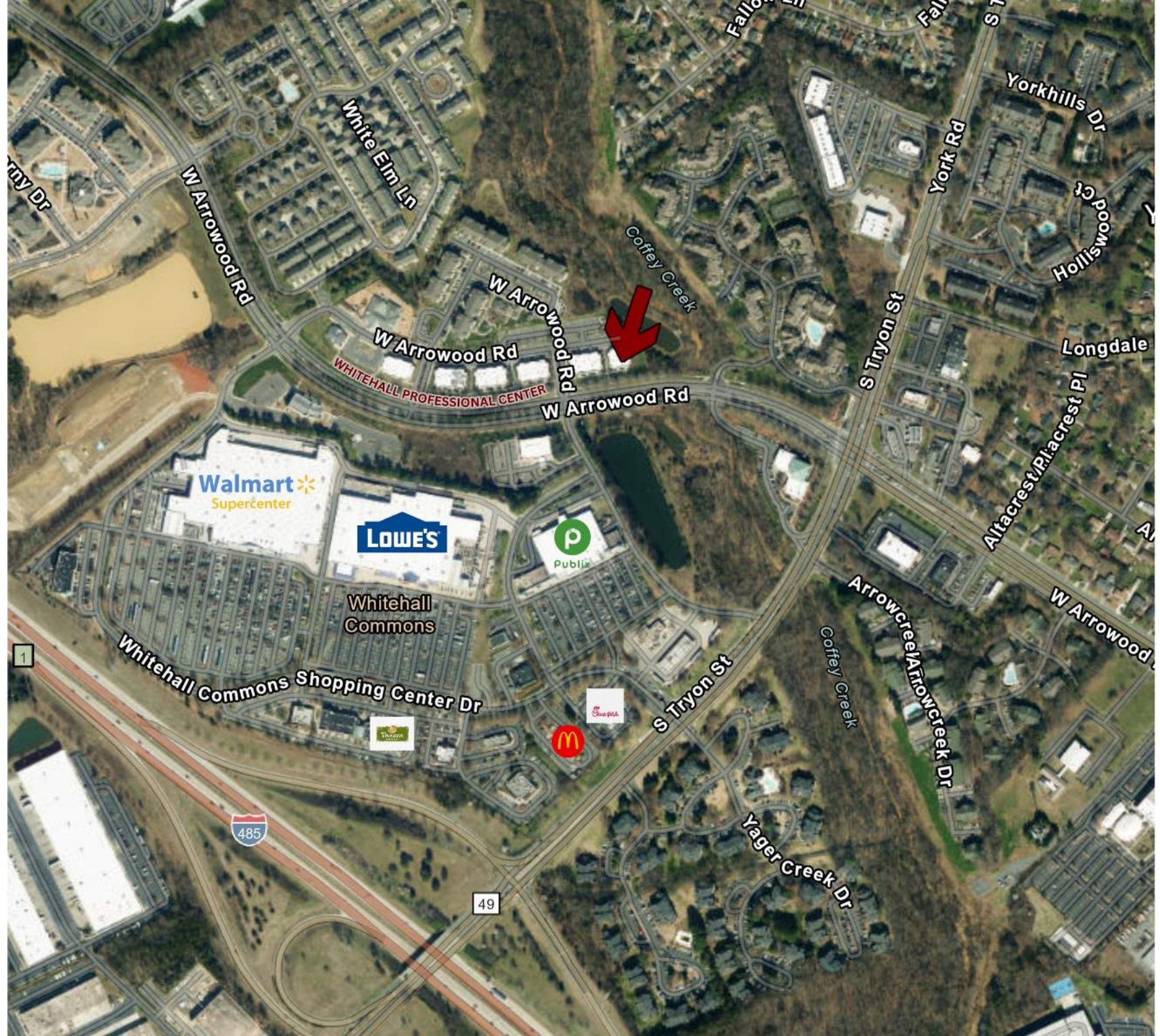
PARKING LOT (ENTRANCE)



PARKING LOT (ENTRANCE)

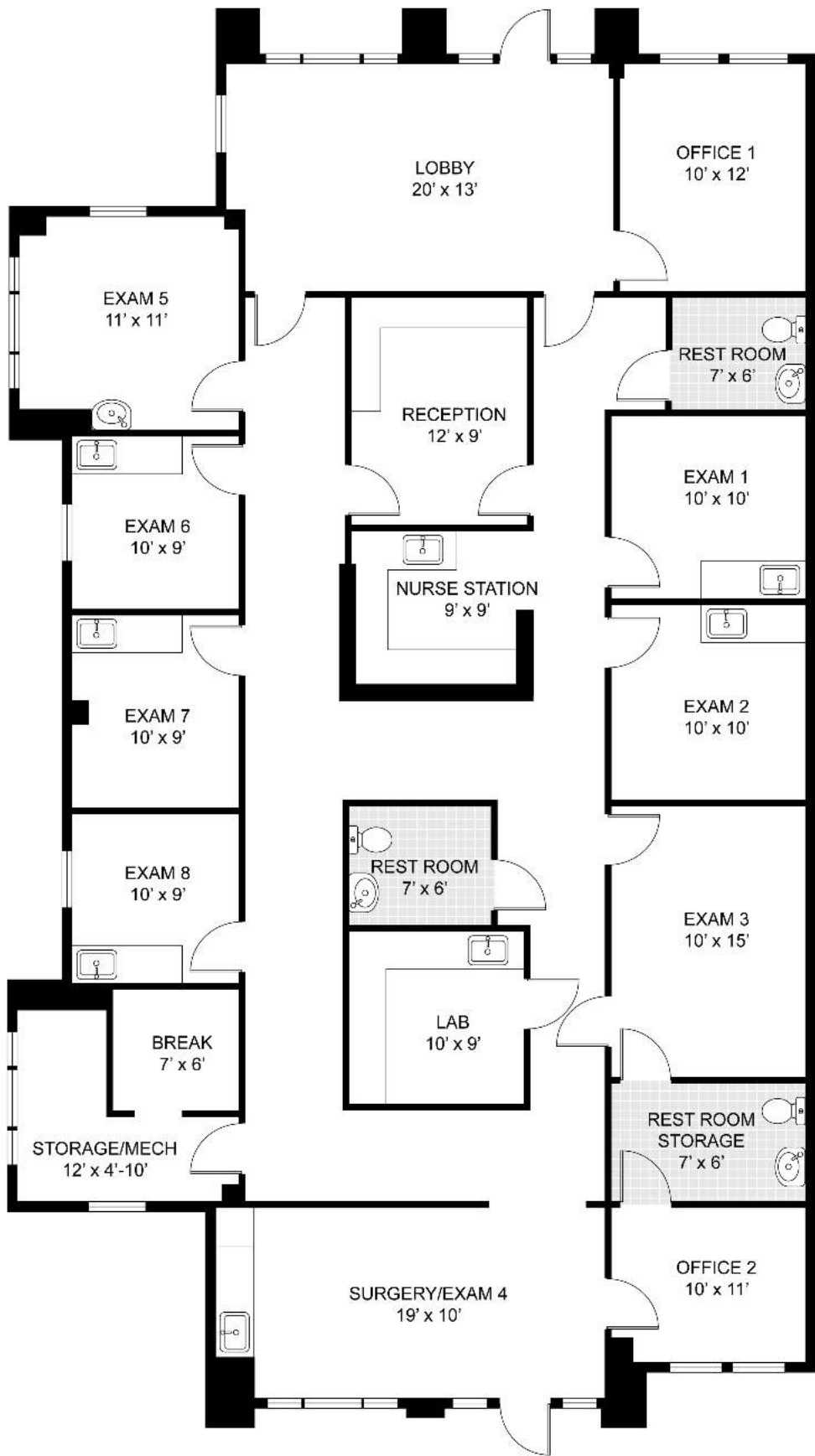






2529 SF

FRONT ENTRANCE



2540 W. Arrowood Rd. #100, Charlotte, NC 28273



LOBBY- VIEW 1



LOBBY - VIEW 2



RECEPTION



CENTRAL NURSE STATION

EXIT

EXAM 4 | SURGERY



EXAM 2



EXAM 3



EXAM 5



Please
Wash
Your dishes
after use
thx
😊

model 1.5l
OCCASIONS
FORKS, KNIVES,
SPOONS
Full Size
Dinnerware
96
pieces

BREAKROOM



ADJACENT POND

OFFICE MARKET PROFILE

2540 West Arrowood Road, #100, Charlotte,
North Carolina, 28273
Ring: 1 mile radius

This infographic provides a set of key demographic, market potential and spending indicators that allow you to quickly understand the market opportunities and demographics of an area that provide powerful decision-making insight about office location.

[Learn more about this data](#)



PROJECTED ANNUAL GROWTH RATE



0.76%
Population



5.49%
Generation Z



-1.92%
Generation X



-1.87%
Millennial



INTERNET ACCESS (INDEX)



100

Access to Internet at home



100

Internet at home via high speed connection

LIFESTYLE SPENDING (INDEX)



91

Meals at
Restaurants



77

Entertainment/
Recreation



78

Retail Goods



91

Apparel & Services



76

Home Services



INCOME AND HOME VALUE



\$73,588

Median Household
Income



\$40,182

Per Capita
Income



\$303,358

Median Home
Value

OFFICE MARKET PROFILE

2540 West Arrowood Road, #100, Charlotte,
North Carolina, 28273
Ring: 3 mile radius

This infographic provides a set of key demographic, market potential and spending indicators that allow you to quickly understand the market opportunities and demographics of an area that provide powerful decision-making insight about office location.

[Learn more about this data](#)



PROJECTED ANNUAL GROWTH RATE



0.98%
Population



3.76%
Generation Z



-1.45%
Generation X



-1.46%
Millennial



INTERNET ACCESS (INDEX)



100

Access to Internet at home



99

Internet at home via high speed connection

LIFESTYLE SPENDING (INDEX)



98

Meals at
Restaurants



84

Entertainment/
Recreation



86

Retail Goods



98

Apparel & Services



84

Home Services



INCOME AND HOME VALUE



\$75,673

Median Household
Income



\$40,158

Per Capita
Income



\$330,351

Median Home
Value

OFFICE MARKET PROFILE

2540 West Arrowood Road, #100, Charlotte,
North Carolina, 28273
Ring: 5 mile radius

This infographic provides a set of key demographic, market potential and spending indicators that allow you to quickly understand the market opportunities and demographics of an area that provide powerful decision-making insight about office location.

[Learn more about this data](#)



PROJECTED ANNUAL GROWTH RATE



1.79%
Population



4.06%
Generation Z



-0.20%
Generation X



-0.41%
Millennial



INTERNET ACCESS (INDEX)



100

Access to Internet at home



100

Internet at home via high speed connection

LIFESTYLE SPENDING (INDEX)



107

Meals at
Restaurants



96

Entertainment/
Recreation



97

Retail Goods



107

Apparel & Services



96

Home Services



INCOME AND HOME VALUE



\$80,870

Median Household
Income



\$47,097

Per Capita
Income



\$393,973

Median Home
Value

SIGN CRITERIA

Whitehall Professional Center Association, Charlotte, NC

GENERAL CRITERIA

The purpose of these criteria is to create the framework for comprehensive and balanced tenant signage/identity guidelines for Whitehall Professional Center. All signage shall be constructed in accordance with the following design criteria and shall be subject to written approval of the Association's Architectural Review Committee. Owners shall submit detailed renderings of the sign to meet criteria below and showing sign on the building. Renderings must be submitted with the \$600.00 Architectural Review Fee made out to MPV Properties. Renderings and Fee may be mailed to MPV Properties, 2400 South Blvd, #300, Charlotte, NC 28203 or Renderings may be emailed to sproctor@mpvre.com and ibruce@mpvre.com.

Unit Owner shall have the right to obtain one primary building mounted sign, one secondary suite sign and a third sign decal for the glass entrance door. Unit owner shall electronically submit all signage information including additional symbols or logos to the Association for approval prior to fabrication and installation. Complete signage information, including materials, dimensions, locations, specifications and an image/rendering shown on a photo of the building must be submitted to the Association for approval prior to installation. No other signs except the criteria stated herein will be allowed.

During the construction phase, one temporary banner to announce "coming soon" or "opening for business" will be allowed for a period of 30 days only. No other temporary banners or signs will be allowed to be placed on the building or in the common areas. This includes, but is not limited to, leasing signs, advertising signs, and the like.

SIGN SPECIFICATIONS

COPY/TEXT

The primary building sign unit shall be limited to Unit Owner's (or Tenant of Unit Owner's) trade name and optional single logo. The secondary suite sign shall be limited to the Unit Owner's name and additional approved symbols and logos. The glass decal shall contain Unit Owner or Tenant's business name, logo and additional symbols, address, suite number, hours of operation, telephone number (if necessary) and other appurtenant business information.

TYPOGRAPHY

Individual letters shall be used on all sign units using Unit Owner or Tenant's choice of letterstyle or font. Signage may be formed with both upper and lower case letters.

LOCATION AND SIZE

Primary Building Sign:

The sign shall consist of internally lighted, individual characters not to exceed 16 inches in height and shall be 4 inches in thickness. The width of the sign may not exceed 80 percent of the width of the Unit Owner's unit frontage. It shall be located with the center line of the sign aligned with the center line of the Unit Owner's unit frontage of the street.

Secondary Suite Sign:

The secondary sign shall be located to the left of the entrance of the Unit Owner's entrance door facing the parking lot.

Glass Door Signage:

The decal shall be placed on the glass entrance door of the unit facing the parking lot and shall not exceed the confines of the door itself. No other glass shall contain decals, lettering, or other signs whatsoever.

MATERIALS

Primary Building Sign:

The sign shall be fabricated from welded aluminum sheet in thickness of .090 for the rear panel and in thickness of .063 for the side panels and shall have an enamel finish of black. The face shall be 3/16" thick and limited to a single color of Plexiglas # 7328 white. Optional logos may contain some color, subject to Association approval, but lettering is to remain white. The sign shall have a flat face with a black 1" retainer ring. The sign may be illuminated with LED powered by normal factor transformers and installed on a 7"x 7" raceway reinforced with aluminum angle. Unit owners may elect to install non-illuminated lettering as long as all other primary sign criteria is followed and subject to Association approval. The raceway shall be sprayed with flat paint # DAR 22110 S/C. Signs must meet applicable codes and regulations. UL label must be affixed to raceway. The letters shall be center mounted on raceway.

Secondary Sign Unit:

The wall plaque must contain 0.125 aluminum plate flat against the exterior wall facing the parking lot. The plate must be painted silver #DAR 3-8053H. The second 0.125 aluminum face is painted # DAR 3-3127 and pinned off wall plate 1" with .250 aluminum studs. Studs are painted to match wall plate. All copy/text is white premium vinyl.

Glass Door Signage:

Subject to Association approval, Unit Owner may affix white premium vinyl lettering to the unit's glass entrance door facing the parking lot. No other type of glass decal or signage is allowed.

SIGNAGE VENDOR/CONTRACTOR

Unit Owner shall submit the name of signage supplier/fabricators to Whitehall Professional Center Association for approval prior to design and fabrication of any signage. The following sign company is familiar with these signage criteria and has agreed to provide specifications and quotes for your consideration:

Signs Etc
Attn: Spencer Brower
(704) 522 - 8860
info@signsetcofcharlotte.com

Unit owners may use any signage vendor of their choice as long such vendor follows all sign criteria.

SIGN PACKAGE SUBMITTAL

Unit Owner shall submit electronic signage images/drawings/renderings to Association for approval prior to fabrication and installation. The following submission requirements constitute the minimum data required:

1. Layout and color of text
2. Layout of additional symbol(s) or logo (if required)
3. Installation details
4. Rendering/image shown on photograph of building structure

FILE COPY	
FILED FOR REGISTRATION	DOC. #
DATE 1-13-05	TIME 12:51
BOOK 18242	PAGE 325
STAMPS	REC FEE 56.00
JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS FOR
WHITEHALL PROFESSIONAL CENTER

Filed for Record on the
13th day of January, 2005

PREPARED BY AND MAIL TO:

Susan K. Irvin, Esq.
P. O. Box 2376
Davidson, North Carolina 28036

DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR
WHITEHALL PROFESSIONAL CENTER

THIS DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS (the "Declaration") is made this 13th day of January, 2005, by WHITEHALL PROFESSIONAL, LLC, a North Carolina limited liability company (the "Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the owner of fee simple title to one parcel of real property consisting of approximately 2.006 known as Whitehall Professional Center located to the north and northwest of the right of way of NC Hwy. 49 (South Tryon Street) near its intersection with the right of way of Arrowood Road in Mecklenburg County, North Carolina which real property is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Declarant desires to create, as permitted under local zoning ordinances, a professional office center development thereon to be known as Whitehall Professional Center; and

WHEREAS, Declarant desires to ensure the attractiveness of the development, to provide for ingress and egress and for parking on the Common Areas (as such term is hereinafter defined) within Whitehall Professional Center by all owners of any portion of the aforesaid property; to provide for easements for utilities over the Common Areas to serve the lots within the aforesaid property; to provide for a method for the maintenance, repair, replacement and operation of certain parking areas, driveways, sidewalks, landscaping, lighting, irrigational sprinkler systems, entrances and other common areas, facilities and improvements located within the Common Areas; and, to this end, Declarant desires to subject the Property (as such term is hereinafter defined) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said lots and each Owner thereof; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law, WHITEHALL PROFESSIONAL CENTER PROPERTY OWNERS' ASSOCIATION, INC., as a non-profit membership corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant, by this Declaration of Protective Covenants and Easements, does hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the Property and be binding on all parties owning any right, title or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof.

ARTICLE I

DEFINITIONS

Section 1. "Professional Center Association" shall mean and refer to the Whitehall Professional Center Property Owners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Area" or "Common Areas" shall mean all portions of the Property excluding the Lots.

Section 3. "Declarant" shall mean Whitehall Professional, LLC, a North Carolina limited liability company, its successors and assigns in ownership of any Lots, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose.

Section 4. "Designated Maintenance Items " shall mean those improvements or items located within the Common Areas which require periodic maintenance. Designated Maintenance Items may include, but shall not be limited to, plants (including, but not limited to, trees, shrubs, flowers, ground cover and grass); light poles, fixtures, bulbs, wiring and all equipment related to the use thereof; sprinkler and irrigation systems; security systems, if any; fencing; decorative walls, retaining walls; sidewalks and entryways; poles, flag poles, flags, banners and seasonal decorations; fountains, medians, pavers, sculpture, works of art, and decorative plaza areas; public storm water and drainage easements; signage relating to the operation and identification of the entire project; signs relating only to particular buildings; sleeves and conduits under sidewalks and parking areas that are used in conjunction with Designated Maintenance Items; and such other items as approved by the Declarant.

Section 5. "Institutional Lender" shall mean any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate.

Section 6. "Lot" or "Lots" shall mean and refer to any one of the pad sites within the areas shown on the map recorded in Map Book 41, Page 391 of the Mecklenburg County Public Registry (the "Map"), and all other maps recorded in the future, but shall not include the Common Area.

Section 7. "Master Declaration" shall mean and refer to that one certain Declaration of Covenants, Conditions and Restrictions for Whitehall recorded in Book 8219, Page 854, Mecklenburg County Public Registry and "Master Association" shall mean Whitehall Association, Inc.

Section 8. "Member" or "Members" shall mean and refer to any Owner of any Lot (unless condominium ownership has been established for a Lot, in which case the Member shall be the condominium association established for such Lot pursuant to Article VII, Section 6 of this Declaration), which person or entity shall automatically be deemed a member of the Professional Center Association.

Section 9. "Occupant" or "Occupants" shall mean and refer to any person or persons in possession of a Lot, including Owners, lessees, employees, guests and invitees of such person or persons.

Section 10. "Owner" or "Owners" shall mean any record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, trust or other legal or commercial entity, or any combination thereof.

Section 12. "Property" shall mean the real estate described in Exhibit A attached hereto.

Section 13. "Temporary Construction Staging Area" shall mean and refer to that portion of the Common Area designated as the "Temporary Construction Staging Area" from time to time by the Declarant.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF WHITEHALL PROFESSIONAL CENTER PROPERTY OWNERS' ASSOCIATION AND ADDITIONS THERETO

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of this Declaration and within the jurisdiction of the Professional Center Association is the property described in Exhibit A, attached hereto.

Section 2. Additions to Property. Additional land may be brought within the scheme of this Declaration and the jurisdiction of the Professional Center Association in the following manner:

a. Additional land which is (a) within the margins of public streets or rights-of-way within the boundaries of the Property existing on the date this Declaration is recorded or (b) contiguous to the Property and within one-half mile of the boundary of the Property may be annexed to the Property by Declarant, in future stages of development, with the consent of a majority of the Total Votes (as hereinafter defined).

b. The additions authorized under subsection (a) above, shall be made by filing of record Supplementary Declarations of Protective Covenants and Easements with respect to the additional properties which specifically extend the scheme of this Declaration and the jurisdiction of the Professional Center Association to such properties and the properties shall thereby be subject to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Professional

Center Association's expenses. The Supplementary Declaration of Protective Covenants and Easements may also contain such complementary additions and modifications of this Declaration pertaining to such additional properties as may be necessary or convenient, in the reasonable judgment of Declarant, to reflect the different character of the annexed property.

Section 3. Function of Professional Center Association. Within a reasonable time after the incorporation of the Professional Center Association, Declarant shall convey its interest in the Common Areas to the Professional Center Association. The Professional Center Association shall thereafter own fee simple title to the Common Areas described herein and every Owner of a Lot shall be a Member of the Professional Center Association pursuant to the provisions of this Declaration. Maintenance and repair of the Common Areas shall be performed in accordance with the provisions of this Declaration and the Professional Center Association shall have the obligations expressly set forth herein to perform such maintenance and repair. In addition, as Owner of the Common Areas and the representative of the Members of the Professional Center Association, the Professional Center Association shall be a Member of the Master Association and entitled to vote pursuant to the provisions of the Master Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to payment of Dues (as such term is deferred in Article V hereof) shall be a Member of the Professional Center Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Dues (as hereinafter defined).

Section 2. Voting. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

a. Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote for each building square foot owned in the Property. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine by majority vote based on ownership interest, but in no event shall the vote or votes be cast separately with respect to any jointly owned Lot.

b. Class B Lots. Class B Lots shall be all Lots, owned by Declarant (as "Declarant" is defined in Article I, above) which have not been converted to Class A Lots as provided in (i) or (ii), below. The Declarant shall be entitled to five (5) votes for each building square foot of the Property owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the latter of the following:

i. When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots, provided that all Lots owned by Declarant shall revert to Class B Lots and thereby shall be reinstated with all

rights, privileges and responsibilities of such Class, if, after the above provided conversion of Class B Lots to Class A Lots additional lands are annexed to the Property (with or without the assent of Class A members), thus making the Declarant the Owner, by virtue of newly created Lots and of other Lots owned by Declarant, of a sufficient square footage within Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion or reconversion shall occur automatically as often as the foregoing facts shall occur); or

ii. On January 1, 2015.

c. The Owner(s) of each Lot shall be entitled to exercise the voting rights related to such Lot on the date that the building located on such Lot is deemed substantially complete by the Declarant, and the Declarant notifies the Owner of the same.

Section 3. Majority. Notwithstanding the above provisions, the Declarant shall be entitled to fifty-one percent (51%) of the total votes (the "Total Votes") of the Professional Center Association Members until December 31, 2014.

Section 4. Amendment. Notwithstanding any provisions to the contrary contained herein, so long as Declarant owns any portion of the Property, this may not be amended without its written consent.

Section 5. Board of Directors. The Professional Center Association shall be governed by a Board of Directors (the "Board of Directors") in accordance with the Bylaws. Notwithstanding any provisions to the contrary contained in this Declaration or in the Bylaws, the Declarant shall have the right to appoint or remove by written notice to the Board of Directors any member or members of the Board of Directors or any officer or officers of the Professional Center Association until such time as the first of the following events occurs:

a. Declarant no longer owns any portion of the Property;

b. Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Professional Center Association by an express amendment to this Declaration executed and recorded by the Declarant; or

c. December 31, 2014.

ARTICLE IV

EASEMENT RIGHTS

Section 1. Access Easement. Each Owner of all or any portion of the Property and such Owner's heirs, successors and assigns and any person, firm or corporation hereafter acquiring title to all or any portion of the Property (whether by deed, foreclosure or deed in lieu of foreclosure or otherwise), and subject to the provisions of the Master Declaration, shall have the non-exclusive right, privilege and easement for pedestrian and vehicular traffic and for parking in locations designated by Declarant upon, over and across, the "Access Easement"

described herein. "Access Easement" shall be defined as the driveways, parking areas and those curb cuts; and entrance and exit areas adjoining said driveways and drive lanes as are constructed and maintained from time to time on the Property.

The rights and privileges to the Access Easement as set forth herein shall be for the non-exclusive benefit and use of any Owner, lessee, invitee and licensee of present and future owners of any portion of the Property for the purpose of affording such present and future owners, their lessees, invitees and licensees and each of their invitees and customers, the privilege of using in common with other Owners, lessees, invitees and licensees and their invitees and customers, the driveways located within the Property for pedestrian and vehicular (including truck) ingress, egress and regress to and from portions of the Property and adjacent roadways and for parking in areas designated by Declarant; provided that such driveways may be reconfigured by Declarant.

Section 2. Common Area Easement. Each Owner of all or any portion of the Property and such Owners heirs, successors and assigns and any person, firm or corporation hereafter acquiring title to all or any portion of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise), and subject to the provisions of the Master Declaration, shall have the non-exclusive right, privilege and easement for pedestrian and recreational purposes, over and across the Common Area.

The rights and privileges to the Common Area as set forth herein shall be for the non-exclusive benefit and use of any Owner, lessee, invitee and licensee of present and future Owners of any portion of the Property for the purpose of affording such present and future Owners, their lessees, invitees and licensees and each of their invitees and customers, the privilege of using in common with other Owners, lessees, invitees and licensees and their invitees and customers, the Common Area for pedestrian and recreational purposes.

Section 3. Use by Tenants or Contract Purchaser. The right and easement of enjoyment granted to every Owner in Sections 1 and 2 of this Article may be delegated by the Owner to his tenants or contract purchasers and their agents, tenants, contractors and invitees.

Section 4. Declarant's Easements and Temporary Construction Staging Area. Declarant shall have a temporary, non-exclusive right and easement of use over and under the Common Area for all purposes related to the development, leasing and sale of Lots including the construction of improvements on Lots and in the Common Area. This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress, the right to park motor vehicles and to engage in construction and marketing activities for portions of the Property, including the movement and storage of all building materials and equipment, the conduct of sales activities, the maintenance of models and sales offices, and the erection and maintenance of directional, marketing and promotional signs. Notwithstanding the above, storage and placement of building materials, equipment, construction trailers and other items necessary for the construction of improvements on a Lot owned by Declarant or any other Owner shall be restricted to the confines of the Lot on which such construction of improvements is located and to the confines of the Temporary Construction Staging Area. An Owner may use a portion of Common Area immediately adjacent to a Lot for construction activity and limited storage of materials with Declarant's approval; provided that such use does

not unreasonably interfere with or adversely affect the business activities of adjacent Owners or the use of the driveways and parking areas by persons entitled to their use. The Declarant and any Owner using the Temporary Construction Staging Area or any such portion of the Common Area shall be responsible for any damages caused to such areas through, or arising out of, its construction activities and shall at all times keep such areas and adjacent areas free from any dirt, mud, garbage, trash or other debris occasioned by the construction of improvements or storage of materials and equipment.

Section 5. Use of Easements and Property Rights. The use of the easements and other property rights for Owners created in this Article IV shall be subject in all respects to the provisions of this Declaration and the Rules and Regulations established, from time to time, by the Professional Center Association. In addition, the members of any Condominium Association established pursuant to Article VII, Section 6 hereof shall, through their membership in said Association, itself a member of the Professional Center Association, have the rights and privileges afforded to all Owners in Section 1 and 2 of this Article IV so long as said members and the Condominium Association comply with the provisions of this Declaration.

Section 6. Easements Appurtenant. All easements and other property rights for Owners created in this Article IV shall be appurtenant to each Owner's Lot and shall run and pass with the title to such Lots.

ARTICLE V

COVENANT FOR ASSOCIATION DUES

Section 1. Creation of the Lien and Personal Obligation to Pay Dues. The Declarant for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Professional Center Association all dues ("Dues") to be established and collected as hereinafter provided. Any Dues assessed, together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which such Dues are assessed. In the case of co-ownership of a Lot, all of the co-owners shall be jointly and severally liable for the entire amount of the Dues.

Section 2. Purposes of Dues. The Professional Center Association shall use the Dues to pay for (i) the cost of maintaining, repairing and replacing the Common Area, the Designated Maintenance Items and improvements located within the Common Area, sewer, water and drainage lines servicing the Property including those shown specifically on the Map, and those portions of the parking areas, driveways and sidewalks located on portions of Lots as shown on the Map; (ii) Dues payable to the Master Association, except, however, each owner of a condominium unit created pursuant to Article VII, Section 6 hereof, shall be liable for the portion of Dues for the lot on which the Condominium building is situated attributable to such unit, to the extent the dues for such unit, out of which the Dues are paid, were not paid to the collecting Condominium Association and such amount, together with interest, costs and reasonable attorney's fees shall be a continuing lien upon such unit owner's fee interest in the unit and common elements appurtenant thereto; (iii) all real estate taxes and special

assessments due and assessed against the Common Area; (iv) all insurance premiums applicable to the Common Area, improvements located therein and Designated Maintenance Items; (v) all costs associated with security, if any, within the Common Area; (vi) the management fee described in Section 3 of this Article V; and (vii) any other costs deemed necessary by the Professional Center Association.

Section 3. Management Firm. The Professional Center Association shall designate a management firm (the "Management Firm") on or before the first day of each calendar year to perform the maintenance and repair of Designated Maintenance Items and improvements located within the Common Area and other areas required to be maintained, repaired and replaced under the terms hereof. Each Owner authorizes the Professional Center Association to execute a contract with the Management Firm. The Management Firm as so designated shall cause to be performed such maintenance and repairs and the amounts billed for its services by such Management Firm to the Professional Center Association shall be included in the calculation of Dues described in Section 2 of this Article V. Notwithstanding the above, Declarant shall designate the Management Firm until December 31, 2010, and such Management Firm shall be Merrifield Partners, LLC.

Section 4. Dues. The Dues payable by each Member for each calendar year shall be the product of (i) the costs described in Section 2 of this Article V and (ii) a fraction, the numerator of which is the actual square footage contained within the building(s) located on said Owner's Lot or Lots and the denominator of which is the total building square footage contained within Whitehall Professional Center. For each Lot, the obligation to pay Dues shall begin on the date that the building located on such Lot is deemed substantially complete by Declarant and Declarant notifies the Owner of the same.

Section 5. Due Date. Unless otherwise provided herein, Dues shall be due and payable in advance, annually, upon receipt of an invoice therefor from the Professional Center Association; provided, however, the Board of Directors may require the payment of the same at different intervals. Late billing for all or any portion of the Dues shall not affect a Member's obligation to pay the same.

Section 6. Records of Dues. The Professional Center Association shall cause to be maintained in the office of the Professional Center Association a record of all designated portions of the Property subject to Dues and the amount of Dues applicable thereto which shall be open to inspection by any Member upon reasonable notice. Written notice of each assessment shall be mailed to each Owner of a Lot subject to assessment.

The Professional Center Association shall upon request and payment of a reasonable charge therefor furnish to any Owner a certificate in writing signed by an officer of the Professional Center Association setting forth whether the Dues have been paid, and if not, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of Dues against such Lot.

Section 7. Effect of Nonpayment of Dues and Other Assessments Remedies of the Professional Center Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the

maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is less. In addition to such interest charge, any delinquent Member shall also pay a late charge of the greater: of (i) five percent (5%) of the delinquent account and (ii) Two Hundred and Fifty and No/100 Dollars (\$250.00) or such other amount as may have been theretofore established by the Board of Directors of the Professional Center Association to defray the costs of late payment. The Professional Center Association, its agent or representative, may bring an action at law or equity against any Member personally obligated to pay the same or foreclose the lien against the Property and obtain any other judicial remedy, including injunctive relief and other judicial remedies, and interest, late payment fees, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the Dues provided for herein by abandonment of his or its portion of the Property.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot or any portion of the Property, to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender and to any liens filed pursuant to the provisions of the Master Declaration. Sale or transfer of a Lot or any portion of the Property shall not affect any assessment lien, but the sale or transfer of a Lot or any portion of the Property which is subject to a mortgage or deed of trust to which the lien of the assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Dues as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or portion of the Property from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this Section 8.

Section 9. Exempt Property. All property dedicated to, and accepted by, a local public authority for operation and maintenance shall be exempt from any provision of this Declaration.

Section 10. Annual Accounting. The Professional Center Association shall keep books and accounting records in accordance with generally accepted accounting principles and shall furnish each member with an annual report each year.

ARTICLE VI

PERMITTED USES

Section 1. Permitted Uses. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for general office uses and other uses approved in writing by the Professional Center Association, in its sole discretion (except for specific uses prohibited by the zoning plan approved for the Property or by any governmental authority) and for no other purposes.

Section 2. Maintenance and Repair. Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition its Lot and shall maintain and repair at its

expense all improvements thereon which shall need repair in order to keep the same in good condition and repair in compliance with then current zoning laws, building codes and other governmental regulations and in a condition substantially similar to that existing upon the initial completion of the improvements. Such maintenance obligation shall include, without limitation, the following: keeping all lawns and landscaping mowed and trimmed and in good condition; prompt removal of all litter, trash, refuse, and waste; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; and maintenance and repair of the exterior of improvements in accordance with the maintenance practices of first class office park developments in Charlotte, North Carolina.

Upon an Owner's failure to maintain its Lot or the improvements thereon, the Professional Center Association shall have the right to enter upon the Lot and perform such work after ten (10) days written notice to such Owner and the cost and expense incurred by the Professional Center Association in performing such work, including all attorney's, architect's or engineering fees associated with such work shall be immediately due and payable by such Owner to the Professional Center Association and shall be deemed additional Dues owing to the Professional Center Association by such Owner. If the need for maintenance, repair, or replacement of any portion of the Common Area is caused through the willful or negligent act of an Owner, its agents, employees, guests, lessees, invitees, or designee and is not covered or paid for by insurance, in whole or in part, then the Professional Center Association shall have the right to perform such maintenance, repair or replacement, including the right to enter upon the Owner's Lot and perform the maintenance, repair or replacement and the cost and expense incurred by the Professional Center Association in performing such work, including all attorney's, architect's or engineering fees associated with such work, shall be immediately due and payable by such Owner to the Professional Center Association and shall be deemed additional Dues owing to the Professional Center Association by such Owner.

Section 3. Owner's Insurance. Each Owner covenants and agrees that it shall insure all improvements owned by it on any Lot in an amount equal to the full replacement cost thereof and if any such improvements are destroyed or damaged by fire or other casualty, the Owner whose property is damaged or destroyed by fire or other casualty shall proceed with due diligence to repair and restore the same to as good a condition as existed before such damage or destruction; provided that the holder of the first mortgage loan on the property damaged or destroyed permits the application of such proceeds to repair or replacement. In the event of a taking by condemnation or otherwise by governmental authority which damages any part of said improvements, the Owner of such portion of the improvements shall immediately repair and restore the same to an integrated and architecturally complete building or structure, if the remaining portion of the improvements is capable of being so repaired and restored. In the event insurance proceeds are not made available for application to the repair or replacement of the improvements, or in the event of a condemnation such that the remaining portion of the improvements is not capable of being repaired and restored, then in either event the Owner of such improvements shall thereafter remove all damaged improvements, rubble and debris from the Lot, shall evenly grade and reseed the Lot and thereafter shall maintain the Lot in accordance with the provisions of Section 2 of this Article. Each Owner at all times shall maintain comprehensive public liability insurance with a combined single limit of at least \$1,000,000.00 with respect to bodily injury or death to any one person, at least \$2,000,000.00 with respect to bodily injury or death arising out of any one accident and at least \$1,000,000.00 with

respect to property damage arising out of one occurrence covering its Lot and interest in the Common Area which minimum may be increased by a majority of the Total Votes. During the period of construction of improvements of any Lot, the Owner of said Lot shall maintain Builder's Risk, Workers' Compensation and such other insurance policies as are required by sound construction practices. The Owners, by a majority of the Total Votes, may separately provide for separate insurance policies for the Common Area, or for one comprehensive policy for the Common Area, naming all Owners as insureds.

Section 4. Master Declaration Requirements. Construction of improvements on any Lot shall be in accordance with the provisions of the Master Declaration and all approvals by the Architectural Review Committee described therein required pursuant to such provisions shall apply to each Owner.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Professional Center Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Professional Center Association or by any Owner to enforce, whether in whole or in part, any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years each for a total, including the initial term of sixty-five (65) years, unless Owners with at least seventy-five (75%) percent of the Total Votes elect not to continue the same in existence. This Declaration may be amended by an instrument signed by the Owners with at least fifty-one percent (51%) of the Total Votes and the prior written approval of the Declarant, so long as it owns any portion of the Property. Any Amendment must be properly recorded.

Section 4. Rezoning. A rezoning from the zoning classification in effect on the date this Declaration is recorded in the Mecklenburg County Public Registry or a subdivision of all or any portion of the Property not then owned by Declarant, by ground lease or otherwise, undertaken by any Owner prior to December 31, 2014 shall require the prior written consent of Declarant.

Section 5. Fines. In addition to any other rights and remedies available for the enforcement of the provisions of this Declaration, the Declarant or the Professional Center Association may, after delivery of notice meeting the requirements set out herein to the Owner of the Lot on which the violation is occurring) impose a fine against such Owner for each day

the violation continues. The fine shall not exceed Two Hundred and No/100 Dollars (\$200.00) per day. Such fine shall constitute a lien against such Lot in the same manner as an assessment under Article V. The notice to the Lot Owner shall state, the Owner's name, the Lot number or address of the property that is the subject of the violation, the specific violation which is occurring, a reasonable time period for correction of such violation before the imposition of a fine (which shall be determined based upon the nature of the violation, but shall be no less than three (3) days), the amount of the fine and the fact that it will be imposed daily until the violation is cured. Delivery of notice shall be sufficient if either mailed by registered or certified mail, return receipt requested or posted in a prominent location on the Lot.

Section 6. Condominium Regime. Declarant expressly reserves the right to establish one or more office condominiums within the Property. Such condominium buildings shall be compatible with the other buildings and Whitehall Professional Center in terms of architectural style, quality of construction and principal materials employed in construction. In the event Declarant, in its sole discretion, elects to establish condominium ownership for one or more of the Lots within the Property, the Condominium Association established therefor shall be a Member of the Professional Center Association based on the ratio of the total square feet within the condominium building to total building square feet within the Property and such Condominium Association, as a Member, shall pay Dues pursuant to this Declaration based on its pro rata portion of the total building square feet in the Property. Such establishment of office condominiums shall not be considered a subdivision or partition of the Lots.

Section 7. Master Declaration. No Owner of a Lot, by virtue of its ownership in such Lot, shall be a Member of the Master Association, notwithstanding that the Property described in this Declaration is included in the definition of Property encumbered by the Master Declaration. With respect to ownership of the Lots described in this Declaration, Members in the Professional Center Association shall be represented in the Master Association through the Professional Center Association only and the Professional Center Association shall cast its votes in the Master Association in such a manner as is determined by a majority of the Total Votes of the Professional Center Association. The undersigned Declarant, being the Owner of at least fifty-one percent (51%) of the Property described in the Master Declaration, does hereby amend the Master Declaration to the extent that the above provision conflicts with the provisions of the Master Declaration. Except as expressly set forth in this Section 7 of Article VII, the provisions of this Declaration shall be subject in all respects to the provisions of the Master Declaration.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed under seal by authority duly given, the day and year first above written.

WHITEHALL PROFESSIONAL, LLC, a North Carolina limited liability company

By: Whitehall Development Limited Partnership, a North Carolina Limited Partnership, its Manager

By: Crosland Investors, Inc., its General Partner

By: James E. McFarland

Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, James M. Scott a Notary Public of the County and State aforesaid, certify that James E. McFarland personally came before me this day and acknowledged that he is Vice President of Crosland Investors, Inc., a North Carolina corporation (the "Corporation"), General Partner of Whitehall Development Limited Partnership, a North Carolina Limited Partnership (the "Limited Partnership"), Manager of Whitehall Professional, LLC, a North Carolina limited liability company (the "Limited Liability Company"), and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the Corporation, as General Partner of the Limited Partnership, acting as Manager of the Limited Liability company.

Witness my hand and official seal, this 12 day of January, 2005.

[NOTARY SEAL]

James M. Scott
Notary Public

My commission expires: July 23, 2005.

Exhibit A
Legal Description

All of that certain parcel of land located in the Steele Creek Township, Mecklenburg County, North Carolina, shown as Lot 1 on that certain plat recorded in Map Book 41, Page 391, in the Mecklenburg County Public Registry.

FILE COPY	
FILED FOR REGISTRATION	DOC. #
DATE <u>4-19-06</u>	TIME <u>3:15</u>
BOOK <u>20303</u>	PAGE <u>247</u>
STAMPS	REC FEE <u>167.00</u>
JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

DECLARATION
OF
WHITEHALL OFFICE CONDOMINIUM II

Filed for Record on the
19th day of April, 2006

PREPARED BY AND MAIL TO:

Susan K. Irvin, Esq.
P. O. Box 2376
Davidson, North Carolina 28036

INDEX TO DECLARATION OF
WHITEHALL OFFICE CONDOMINIUM II

ARTICLE I.	<u>Definitions</u>	1
1.1	<u>Act</u>	1
1.2	<u>Association</u>	1
1.3	<u>Board</u>	1
1.4	<u>Bylaws</u>	1
1.5	<u>Common Elements</u>	1
1.6	<u>Common Expenses</u>	1
1.7	<u>Condominium</u>	2
1.8	<u>Declarant</u>	2
1.9	<u>Declarant Control Period</u>	2
1.10	<u>First Mortgage and First Mortgagee</u>	2
1.11	<u>Limited Common Elements</u>	2
1.12	<u>Occupant</u>	2
1.13	<u>Person</u>	2
1.14	<u>Plans</u>	2
1.15	<u>Property</u>	3
1.16	<u>Rules and Regulations</u>	3
1.17	<u>Special Declarant Rights</u>	3
1.18	<u>Unit</u>	3
1.19	<u>Unit Boundaries</u>	3
1.20	<u>Unit Owner</u>	3
ARTICLE II.	<u>Submission of Property to the Act</u>	3
2.1	<u>Submission</u>	3
2.2	<u>Name</u>	3
2.3	<u>Division of Property into Separately Owned Units</u>	3
2.4	<u>Alterations of Units</u>	4
2.5	<u>Limited Common Elements</u>	4
2.6	<u>Unit Allocations</u>	4
2.7	<u>Encumbrances</u>	4
2.8	<u>Condominium Ordinances</u>	4
2.9	<u>Reservation of Special Declarant Rights</u>	4
ARTICLE III.	<u>Easements</u>	4
3.1	<u>Encroachments</u>	4
3.2	<u>Easements Through Walls</u>	5
3.3	<u>Easements to Repair, Maintain, Restore and Reconstruct</u>	5
3.4	<u>Easements for Utilities</u>	5
3.5	<u>Declarant's Easement</u>	5
3.6	<u>Easements to Run With Land</u>	5

ARTICLE IV. <u>Restrictions, Conditions and Covenants</u>	6
4.1 <u>Compliance with Declaration, Bylaws and Rules and Regulations</u>	6
4.2 <u>Administration of Condominium</u>	6
4.3 <u>Use Restricted</u>	6
4.4 <u>Hazardous Use and Waste</u>	6
4.5 <u>Alterations of Common Elements</u>	7
4.6 <u>Lease of Units</u>	7
4.7 <u>Rules and Regulations</u>	7
4.8 <u>Restrictions, Conditions and Covenants to Run With Land</u>	7
4.9 <u>Access Easement</u>	7
4.10 <u>Use of the Easements and Property Rights</u>	7
4.11 <u>Access to Units</u>	7
ARTICLE V. <u>Assessments</u>	8
5.1 <u>Assessment Liens</u>	8
5.2 <u>Personal Liability of Transferees; Statement; Liability of First Mortgage</u>	8
5.3 <u>Prohibition of Exemption from Liability for Contribution Toward Common Expenses</u>	8
5.4 <u>Date of Commencement of Annual Assessments</u>	8
5.5 <u>Assessments</u>	9
ARTICLE VI. <u>Management, Maintenance, Repairs, Replacements, Alterations and Improvements</u> 9	
6.1 <u>Common Elements</u>	9
6.2 <u>Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units</u>	9
6.3 <u>Units</u>	10
6.4 <u>Waiver of Claims</u>	10
6.5 <u>Right of Entry</u>	10
ARTICLE VII. <u>Insurance</u>	11
7.1 <u>Casualty Insurance</u>	11
7.2 <u>Public Liability Insurance</u>	11
7.3 <u>Insurance Unavailable</u>	11
7.4 <u>Other Insurance</u>	11
7.5 <u>Insurance Trustee</u>	11
7.6 <u>Individual Policy for Unit Owners</u>	12

ARTICLE VIII. <u>Casualty Damage</u>	12
ARTICLE IX. <u>Condemnation</u>	12
ARTICLE X. <u>Termination</u>	12
ARTICLE XI. <u>Amendment</u>	13
ARTICLE XII. <u>Rights of First Mortgagees</u>	13
12.1 <u>Availability of Condominium Documents, Books, Records and Financial Statements</u>	13
12.2 <u>Rights of Action</u>	13
12.3 <u>Notice</u>	13
ARTICLE XIII. <u>General Provisions</u>	14
13.1 <u>Conflict With the Act; Severability</u>	14
13.2 <u>Interpretation of Declaration</u>	14
13.3 <u>Captions</u>	14
13.4 <u>Exhibits</u>	14
13.5 <u>Invalidity</u>	14
13.6 <u>Waiver</u>	14
13.7 <u>Law Controlling</u>	14

DECLARATION OF
WHITEHALL OFFICE CONDOMINIUM II

THIS DECLARATION, made this ____ day of _____, 2006, by Whitehall Professional, LLC, a North Carolina limited liability company ("Declarant"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act").

WITNESSETH:

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

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

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

ARTICLE I.

Definitions

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

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

1.2 Association. Whitehall Office Condominium II Association, Inc., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes. The Articles of Incorporation of the Association are attached hereto as Exhibit D.

1.3 Board. The Executive Board of the Association.

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

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

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

1.7 Condominium. The condominium created by this Declaration.

1.8 Declarant. Whitehall Professional, LLC, a North Carolina limited liability company, and (i) any other owner who has executed this Declaration except First Mortgagees and except persons whose interests in the Property will not be conveyed to Unit Owners and (ii) any person who succeeds to any Special Declarant Rights as defined in Section 47C-1-103(23) of the Act.

1.9 Declarant Control Period. The period commencing on the date hereof and continuing until the earlier of (i) the date two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the maximum number of Units which Declarant may create on the Property.

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

1.11 Limited Common Elements. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of at least one but fewer than all of the Units including, but not limited to, any balcony, porch or patio appurtenant to a Unit and any attic storage areas appurtenant to a Unit. That portion of the property upon which heating and air conditioning equipment serving a Unit is located shall constitute a Limited Common Element allocated specifically to the Unit served by such equipment.

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

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

1.14 Plans. The plans of the Condominium, including a survey map depicting the Condominium (the "Map") recorded in Unit Ownership File No. 780 Page 1 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and by the Act made a part of this Declaration.

1.15 Property. The real estate described on Exhibit A, together with all building and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

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

1.17 Special Declarant Rights. The rights as defined in Section 47C-1-103(23) of the Act for the benefit of a Declarant, including but not limited to the following: to complete the improvements indicated on the Plans; to maintain sales offices, management offices, models and signs advertising the Condominium; to exercise any development right as defined in Section 47C-2-110 of the Act; to use easements through the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control Period; to withdraw any portion of the Property from the Condominium; and to add additional real estate.

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

1.19 Unit Boundaries. The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the roof facing the interior of the Unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located.

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

ARTICLE II.

Submission of Property to the Act

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

2.2 Name. The Property shall hereafter be known as Whitehall Office Condominium II.

2.3 Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby

divide the property into four (4) Units and does hereby designate all such Units for separate ownership, subject however, to the provisions of Section 2.4 hereof.

2.4 Alterations of Units. Subject to the provisions of the Bylaws, a Unit may be altered pursuant to the provisions of Section 47C-2-111 and 47C-2-112 of the Act.

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

2.6 Unit Allocations. The allocations to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses are as stated on Exhibit B. The allocation of undivided interest in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that the square foot area of each Unit bears to the then aggregate square foot area of all Units. The votes are not equally allocated to all Units with each Unit Owner having one (1) vote for each square foot of area within the Unit.

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

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

2.9 Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights, as defined in Article 1.17, including the right to subdivide a Unit or convert a Unit previously created into additional Units, Common Elements or both pursuant to the provisions of Section 47C-2-110 of the Act. Each Unit created in the Condominium shall be assigned a letter.

ARTICLE III.

Easements

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

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

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

3.4 Easements for Utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 3.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television and equipment facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use of occupancy of the Unit by its owners.

3.5 Declarant's Easement. Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations, exercising Special Declarant Rights, and completing the development and construction of the Condominium, which easements shall exist as long as reasonably necessary for such purpose.

3.6 Easements to Run With Land. All easements and rights described in this Article III are appurtenant easements running with the land, and except as otherwise expressly provided in this Article III shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns owning the Property, or any portion thereof Declarant's mortgagees, the Association, Unit Owners, Occupants, First Mortgagees and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and

together with all easements and rights described in this Article III, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE IV.

Restrictions, Conditions and Covenants

4.1 Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and the Rules and Regulations promulgated by the Board or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction, or other relief.

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

4.3 Use Restricted. Use by Declarant.

(a) Except as may be otherwise expressly provided in this Declaration, each Unit shall be used for non-residential purposes, to the extent permitted by applicable zoning regulations, and ancillary uses with the prior written approval of the Board.

(b) Except as reserved by Declarant, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property subject to this Declaration without the prior written approval of the Board.

(c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain sales offices and models for sales of Units throughout the Condominium. Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the Condominium, until all of the Units have been conveyed to a Unit Owner other than a Declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models.

(d) Declarant shall also have an easement to maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a Declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the Units have been conveyed to Unit Owners other than Declarant and shall repair or pay for the repair of all damage done by removal of such signs.

4.4 Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in his Unit or the Common Elements that will result in the

cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse, or destruction) to or in his Unit or the Common Elements.

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

4.6 Lease of Units. Any lease of a Unit or portion thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Condominium Documents and that any failure by the lessee to comply with all the terms of such Condominium Documents shall constitute a default under the lease.

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

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

4.9 Access Easement. Each Unit Owner shall have the easement right and privileges for use, access and enjoyment as set forth in Section 1 of Article IV of the Declaration of Protective Covenants and Easements for Whitehall Professional Center recorded in Book 18242, Page 325, Mecklenburg County Public Registry (the "Professional Center Declaration"), as amended and supplemented.

4.10 Use of the Easements and Property Rights. The use of the easements and property rights granted herein shall be subject in all respects to the restrictions, conditions and covenants of the Professional Center Declaration and the expenses therefore shall be an obligation of the Association.

4.11 Access to Units. The Association and its agent shall have access to each Unit from time to time during reasonable working hours, upon oral or written notice to its Unit Owner or Occupant of the Unit, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association and its agents shall also have access to each Unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to Common Elements.

ARTICLE V.

Assessments

5.1 Assessment Liens. The Board has the power to levy assessments against the Units for Common Expenses. Such assessments, together with a late payment charge of one hundred fifty dollars (\$150.00) for assessment which remains unpaid for more than thirty (30) days past the due date with interest at the rate of eighteen percent (18%) per annum, costs and reasonable attorney's fees shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

5.2 Personal Liability of Transferees; Statement; Liability of First Mortgage.

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

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 6.3 of the Bylaws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

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

(d) Without releasing the transferor from any liability therefore, any unpaid portion of assessments which is not a lien under (a) above, or, resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above and the First Mortgagee of such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

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

5.4 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the

conveyance of the first Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

5.5 Assessments. Assessments shall be due and payable in advance annually. As provided in Article VI of the Bylaws and as legally required by Section 47C-1-115 of the Act, Declarant shall pay all accrued expenses of the Condominium until assessments are levied against the Units. An assessment shall be deemed levied against a Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of that Unit. Unit Owners shall have no obligation to pay assessments until an assessment is levied.

ARTICLE VI.

Management, Maintenance, Repairs, Replacements, Alterations and Improvements

6.1 Common Elements

(a) By the Association. The management, replacement, maintenance, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association provided such responsibility may be assigned by the Association to the Professional Center Association described in the Professional Center Declaration with regard to the Common Elements that are not Limited Common Elements, and so long as the Association pays for the costs associated with the assumption of such responsibilities, and subject to the provisions of Section 6.2 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to Section 6.1 (b) hereof. In addition, the Association shall be responsible for providing and paying for water and sewer for all Units. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

(b) By Unit Owners. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional acts or the intentional acts of any Occupant of his Unit. Such payment shall be made upon demand made by the Association.

6.2 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units

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

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

6.3 Units. Each Unit Owner shall maintain his Unit, and any Limited Common Elements appurtenant thereto, at all times in a good and clean condition, and repair and replace, at his expense, all portion of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board; or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of the any Occupant of his Unit. Such payment shall be made upon demand by the Unit Owner of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

6.4 Waiver of Claims. Except only as provided in Section 6.5(a) and (b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a unit of personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

6.5 Right of Entry.

(a) By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous conditions or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 6.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

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

Notwithstanding Section 6.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit or Limited Common Element.

ARTICLE VII.

Insurance

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

7.2 Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million and no/100 Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects with the requirements of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the Condominium; and insure the Association, the Board, the managing agent, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units.

7.3 Insurance Unavailable. If the insurance described in Sections 7.1 or 7.2 is not reasonably available, the Association shall promptly cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

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

7.5 Insurance Trustee. The Board may engage, and pay as a Common Expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon

such terms as the Board shall determine, consistent with the provisions of the Act and this Declaration.

7.6 Individual Policy for Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such Unit Owner deems necessary to protect his own interest; provided that any such insurance shall contain waivers pursuant to Section 6.4 and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of the insurance purchased by a Unit Owner under this Section, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the assigns the proceeds of his insurance, to the extent of such reduction, to the Association.

ARTICLE VIII.

Casualty Damage

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

ARTICLE IX.

Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be applied in accordance with Section 47C-1-107 of the Act and Section 9.2 of the Bylaws.

ARTICLE X.

Termination

The Condominium may be terminated only in strict compliance with Section 47C-2-118 of the Act and Section 9.4 of the Bylaws.

ARTICLE XI.

Amendment

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

ARTICLE XII.

Rights of First Mortgagees

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

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

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

12.3 Notice. Each First Mortgagee and each insurer or guarantor of a First Mortgage, upon written request stating its name and address and describing the Unit encumbered by the First Mortgage, held, insured or guaranteed, shall be entitled to timely written notification by the Association of (i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its First Mortgagees; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the First Mortgagee held its First Mortgage or in the performance of any obligation under this Declaration or the Bylaws by said Unit Owner; or (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE XIII.

General Provisions

13.1 Conflict With the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

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

13.3 Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

13.4 Exhibits. Exhibits A, B, C, D and E attached hereto are hereby made a part hereof.

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

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

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

IN WITNESS WHEREOF, Declarant hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

WHITEHALL PROFESSIONAL, LLC, a North Carolina limited liability company

By: Whitehall Development Limited Partnership, a North Carolina Limited Partnership, its Manager

By: Crosland Investors, Inc., its General Partner

By: James E. Memfield
James E. Memfield, Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Valarie Faulkenbury a Notary Public of the County and State aforesaid, certify that James E. Memfield personally came before me this day and acknowledged that he is Vice President of Crosland Investors, Inc., a North Carolina corporation (the "Corporation"), General Partner of Whitehall Development Limited Partnership, a North Carolina Limited Partnership (the "Limited Partnership"), Manager of Whitehall Professional, LLC, a North Carolina limited liability company (the "Limited Liability Company"), and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the Corporation, as General Partner of the Limited Partnership, acting as Manager of the Limited Liability company.

Witness my hand and official seal, this 13 day of April, 2006.

[NOTARY SEAL]

Valarie Faulkenbury
Notary Public

My commission expires: 09-02-2008.

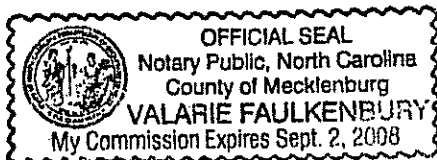


Exhibit A - Legal Description
Exhibit B - Unit Allocations - Common Elements
Exhibit C - Encumbrances
Exhibit D - Articles of Incorporation
Exhibit E - Bylaws

Exhibit A

Legal Description

All that certain parcel of land located in Steele Creek Township, Mecklenburg County, known as Lot 3 as shown on map recorded in Map Book 43 at Page 271, Mecklenburg County Public Registry.

Exhibit B

<u>Unit</u>	<u>Percentage Interest</u>	<u>Square Footage</u>
Unit A =	50%	2,890
Unit B =	50%	2,890

Exhibit C

All easements, covenants, restrictions and conditions of record in Mecklenburg County, North Carolina and all matters visible and apparent on the ground.

Exhibit D

(Copy of Filed Articles Attached)

1

ARTICLES OF INCORPORATION
OF
WHITEHALL OFFICE CONDOMINIUM II ASSOCIATION, INC.

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, who is a resident of Mecklenburg County, North Carolina and is of the age of eighteen (18) years or more, does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

Name

The name of the corporation is WHITEHALL OFFICE CONDOMINIUM II ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

Duration

The corporation shall have perpetual duration.

ARTICLE III

Applicable Statute

The corporation is organized pursuant to the provisions of Chapter 55A of the North Carolina General Statutes.

ARTICLE IV

Registered Office and Agent

The principal and registered office of the Association is located at 125 Scaleybark Road, Charlotte, Mecklenburg County, North Carolina 28209, and the initial registered agent of the Association is James E. Merrifield, whose address is 125 Scaleybark Road, Charlotte, Mecklenburg County, North Carolina 28209.

ARTICLE V

Purposes and Powers

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

- (a) to be and constitute the Association to which reference is made in the Declaration of Protective Covenants for Whitehall Office Condominium II, as amended (hereinafter the "Declaration") recorded or to be recorded in the Office of the Register of Deeds of Union County, North Carolina; to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified therein, in the Bylaws, and as provided by law; and
- (b) to provide an entity for the furtherance of the interests of the owners of units in the development.

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Executive Board of the Association,

- (a) all the powers conferred upon non-profit corporations by common law and the Statutes of the State of North Carolina in effect from time to time;
- (b) all the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration, including without limitation the following:
 - (i) to fix and to collect assessments or other charges to be levied against the properties;
 - (ii) to manage, control, operate, maintain, repair and improve the common elements, and any property subsequently acquired by the Association, or any property owned by another, for which the Association, by rule, regulation, Declaration, or contract, has a right or duty to provide such services;
 - (iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;
 - (iv) to engage in activities which will actively foster, promote and advance the common interests of all owners of units at the development;
 - (v) to buy or otherwise acquire, sell, or otherwise dispose of mortgage, or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real

personal and mixed property of all kinds and any right or interest therein for any purpose of the Association;

- (vi) to borrow money for any purpose except as may be limited by law, the Declaration or Bylaws;
- (vii) to enter into, make, perform, or enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other Association, corporation, or other entity or agency, public or private;
- (ix) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration;
- (x) to provide any and all supplemental municipal services as may be necessary or proper; and
- (xi) the foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article V are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article V.

ARTICLE VI

Membership

The Association shall be a membership corporation without certificates or shares of stock. All unit owners, by virtue of their ownership of units in the condominium, are members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VII

Executive Board

The affairs of this Association shall be managed by an Executive Board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who will serve as members of the Executive Board until the selection of their successors are:

Name

Address

James E. Merrifield

Crosland Commercial, LLC
125 Scaleybark Road
Charlotte, North Carolina 28209

Ian H. Bruce

Crosland Commercial, LLC
125 Scaleybark Road
Charlotte, North Carolina 28209

Kenneth Chapman

Crosland Commercial, LLC
125 Scaleybark Road,
Charlotte, North Carolina 28209

The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Executive Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

ARTICLE VIII

Dissolution

The Association may be dissolved only as provided in the Declaration, Bylaws and by the laws of the State of North Carolina. Upon dissolution, the assets shall be distributed pursuant to §55A 14-03 of the General Statutes of North Carolina.

ARTICLE IX

Amendments

These Articles may be amended as provided by the provisions of Chapter 55A of the North Carolina General Statutes, provided that no amendment shall conflict with the Declaration or the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.

ARTICLE X

The name and address of the incorporator are as follows:

Cathleen N. Hardman
Crosland, Inc.
227 West Trade Street, Suite 800
Charlotte, NC 28202

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of North Carolina, I, the undersigned, being the incorporator of this Association, have executed these Articles of Incorporation this ____ day of _____, 2006.

Cathleen N. Hardman, Incorporator

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Melanie Mastalski, a Notary Public for said County and State, do hereby certify that Cathleen Hardman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ of _____, _____.

Notary Public

My commission expires:

(NOTARIAL SEAL)

Exhibit E

BYLAWS OF WHITEHALL OFFICE CONDOMINIUM II ASSOCIATION, INC.

ARTICLE I.

Name, Membership, Applicability and Definitions

1.1 **Name.** The name of the Association shall be Whitehall Office Condominium II Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 **Membership.** All Unit Owners, as that term is defined in the Declaration of Whitehall Office Condominium II ("Declaration"), shall be members of the Association and the terms of the above referenced Declaration which pertain to membership are specifically incorporated herein by reference.

1.3 **Definitions.** The words used in these Bylaws shall have the same meaning as set forth in said Declaration, unless the context shall prohibit.

ARTICLE II.

Association: Meetings, Quorum, Voting, Proxies

2.1 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board either in Whitehall Office Condominium II Association, Inc.'s office or as convenient thereto as possible and practical.

2.2 **Annual Meeting.** A meeting of the Unit Owners shall be held at least once annually for the purpose of electing members of the Board and for the transaction of such other business as may be properly brought before the meeting. The date of the meeting shall be at the discretion of the Board, and notice of said meeting shall be given in compliance with Section 2.4 of this Article.

2.3 **Special Meetings.** Special meetings of the Unit Owners may be called at any time by the Board, the chairman or upon the written request of the Unit Owners owning at least twenty percent (20%) in common interest in the Common Elements other than those Units held by the Declarant.

2.4 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting shall be delivered or mailed not less than ten (10) days nor more than fifty (50) days prior to the date thereof, either personally or by postage prepaid mail, at the direction of the Board, or the chairman or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, and budget changes, and any proposal to remove Board members or officers.

When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting, other than by announcement at the meeting at which the adjournment is effective.

2.5 Quorum. The presence in person or by proxy at any meeting of the Voting Members (as defined in Section 2.6 of this Article) having thirty percent (30%) or more of the total votes shall constitute a Quorum. If there is no Quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the vote of a majority of the Voting Members present, either in person or by proxy; and at any adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting.

The Voting Members at a meeting at which a Quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a Quorum.

2.6 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners (the "Voting Member"). The Voting Member may be the Owner, or one of a group composed of all of the Owners of a Unit, or may be some other person designated by such Owner(s) to act as proxy on his or their behalf, and who need not be an Owner. Each Owner or group of Owners (including the Board, if the Board or its designee shall then hold title to one or more Units) shall be entitled to one (1) vote for each square foot of area within the Unit.

2.7 Majority Vote. A majority of the votes cast by the Voting Members present at a meeting at which a Quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration, these Bylaws or by law.

2.8 Proxies. The Voting Members may vote either in person or by agents duly authorized by written proxy executed by such Unit Owner or his duly authorized attorney-in-fact. A proxy shall be valid only for the particular meeting designated therein, unless the person executing it specifies therein the length of time for which it is to continue in force, which time shall not extend beyond eleven months from the date of its execution. Unless a proxy otherwise provides, any proxy holder may appoint in writing a substitute to act in his place. In order to be effective, all proxies must be filed with the secretary or duly acting secretary of the Association, either during or prior to the meeting in question.

2.9 Waiver or Notice. Any Voting Member may, at any time, waive notice of any meeting of the Association in writing, and such waiver shall be deemed to be equivalent to the giving of such notice. Attendance by a Voting Member at any meeting of the Association shall

constitute a waiver of notice by him of the time and place thereof, except where a Voting Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the Voting Members are present at any meeting of the Unit Owner, no notice shall be required, and any business may be transacted at said meeting.

2.10. Informal Action by Unit Owners. Any action which may be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Voting Members and filed with the secretary of the Association to be kept in the Association's minute book.

ARTICLE III.

Executive Board

3.1 Number. The business and property of the Condominium shall be managed and directed by the Executive Board (the "Board"), composed of three (3) persons, or by such executive committees as the Board may establish pursuant to the Bylaws; provided, however, that the initial Board shall be composed of three persons.

3.2 Initial Members. The initial members of the Board (referred to as "directors" herein) shall be selected by the Declarant, and need not be Unit Owners. Such initial directors shall serve at the election of the Declarant from the date upon which the Declaration is recorded in the Mecklenburg County Public Registry, until such time as their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board from the date upon which the Declaration is recorded in the Mecklenburg County Public Registry until such time as their successors are duly elected and qualified, are as follows:

James E. Merrifield
Ian H. Bruce
Kenneth Chapman

3.3 Election. Except as provided herein, the directors shall be elected at the annual meeting of the Association, and those persons who receive the highest number of votes shall be deemed to have been elected. Notwithstanding anything herein to the contrary, the Board shall consist of three (3) directors during the period that Declarant is entitled to appoint a majority of the directors. The Declarant shall have the right to appoint all of the directors until the earlier of the following four dates: (a) within 120 days after the date by which 75% of the Units which Declarant has created on the Property have been conveyed to the Unit purchasers, or (b) the date upon which Declarant surrenders control of the Condominium to the Unit Owners, or (c) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or (d) two (2) years after exercise by Declarant of any development right to add Additional Units under the Act was last exercised.

The Declarant may turn over control of the Association to such Unit Owners other than the Declarant prior to such dates in its sole discretion by causing all or part of its appointed directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Declarant to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

Within sixty (60) days after conveyance of twenty-five percent (25%) of the maximum number of Units which Declarant may create on the Property to Unit Owners other than the Declarant, at least one director and not less than twenty-five percent (25%) of the directors of the Board shall be elected by Unit Owners other than the Declarant. Within sixty (60) days after conveyance of fifty percent (50%) of said Units to Unit Owners other than the Declarant, not less than thirty-three percent (33%) of the directors of the Board shall be elected by Unit Owners other than the Declarant.

Within sixty (60) days after the Unit Owners other than the Declarant are entitled to elect such director or directors, or sooner if the Declarant has elected to accelerate such event as aforesaid, the Association shall call, and give not less than ten (10) days' nor more than fifty (50) days' notice of a meeting of the Unit Owners to elect such director or directors of the Board. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

The size of the Board may be increased or decreased from time to time upon the affirmative vote of three-fourths (3/4) of the votes of all Unit Owners, provided that said Board shall not be less than three (3) in number.

3.4 Term and Qualification. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified. At the meeting of the Association in which the Unit Owners are entitled to elect a majority of the directors, the directors of the Board shall be divided into three (3) classes, with each class consisting of one (1) director. The director of the first class shall initially hold office for a term of three (3) years; the director of the second class shall initially hold office for a term of two (2) years; and the director of the third class shall initially hold office for a term of one (1) year. At all annual elections thereafter, one director shall be elected by the Voting Members to succeed the director whose term then expires. Each such director shall serve for a three (3) year term. So long as Declarant shall own one (1) or more Units, the director of the Board which Declarant has the right to designate shall be a member of the third class. Nothing herein contained shall be construed to prevent the election of a director to succeed himself. Each director, except those selected by the Declarant pursuant to the Bylaws, shall be one of the Unit Owners or co-owners, or a spouse of a Unit Owner or co-owner provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a director.

3.5 Removal. Directors may be removed from office with or without cause by the affirmative vote of at least sixty-seven (67%) percent of votes cast by the Voting Members. If any directors are so removed, new Board members may be elected at the same meeting; provided, however, that the person(s) selected by Declarant cannot be removed without the prior written consent of Declarant.

3.6 Vacancies. A vacancy occurring in the Board may be filled by a majority of the remaining directors, though less than a quorum, or by the sole remaining director; but a vacancy created by an increase in the authorized number of directors shall be filled only by election at an annual meeting or a special meeting of Unit Owners called for that purpose. The Voting Members may elect a director at any time to fill any vacancy not filled by the Board.

In the event that Declarant, in accordance with the rights herein established, selects any person to serve on any Executive Board of the Association, Declarant shall have the absolute right at any time, in its sole discretion, to replace such person with another person to serve on any Board. Replacement of any person designated by Declarant to serve on the Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name of the person to be replaced and the name of the person designated as successor to the person so removed from the Board. The removal of any such Board member and the designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any officer of the Association.

3.7 Compensation. The Board members shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Unit Owners other than the Declarant having two-thirds (2/3) of the total votes.

3.8 Executive Committees. The Board may, by resolution adopted by a majority of the number of directors fixed by these Bylaws, designate two or more of its members to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board in the management of the Condominium.

The Board may, in like manner, create such other committees as it deems necessary and appropriate in aiding the Board to carry out its duties and responsibilities with respect to the management of the Condominium.

3.9 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts and things, except such acts as by law or the Declaration or by these Bylaws may not be delegated to the Board. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Determining the Common Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (b) Collecting the Common Expenses from the Unit Owners.

- (c) Supervising the operation, care, upkeep and maintenance of the Common Elements.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.
- (f) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with Units acquired by the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the Declaration and other applicable restrictions, and organizing corporations to act as designees of the Board in acquiring title to Units on behalf of all Unit Owners.
- (h) Maintaining and repairing any Unit, if such maintenance or repair is necessary in the discretion of the Board or by operation of applicable restrictions to protect the Common Elements, or any other portion of the Property, and a Unit Owner has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Unit Owner; provided, that the Board shall levy a specific assessment against such Unit Owner for the costs of said maintenance or repair, including a reasonable amount of supervision.
- (i) Entering any Unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided, that except in the event of emergencies, such entry shall be made during reasonable hours with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the Board, with such expenses being treated as a Common Expense.
- (j) Signing all agreements, contracts, deeds and vouchers for the payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. However, any contracts or leases executed on behalf of the Association prior to the passage of control of the Board to the Association must be terminable by the Association without penalty on not more than ninety (90) days' written notice. In the absence of such determination by the Board, such document shall be signed by the treasurer and countersigned by the President.

- (k) Obtaining insurance for the Property, including the Units, pursuant to the applicable provisions of the Declaration.
- (l) Making or contracting for repairs, additions and improvements to or alterations or restoration of the Property in accordance with the other provisions of these bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceeding.
- (m) Contracting for all goods, services and insurance, payment for which is to be made from the Common Expense fund.
- (n) Instituting, defending, or intervening in litigation or administrative proceedings in the name of or on behalf of the Association or two or more Unit Owners on matters affecting the Condominium.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative vote of two-thirds (2/3) of the votes of the Unit Owners represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$10,000.00.
- (p) Imposing charges for late payment of assessment and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, the Bylaws, or rules and regulations established by the Association, all in accordance with Sections 47C-3-107 and 47C-3-107A of the Act.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles of Incorporation, these Bylaws and in the Act, (ii) all powers incidental thereof, and (iii) all other powers of a non-profit North Carolina corporation.
- (s) Suspending the right of any Unit Owner to vote as long as said Unit Owner is delinquent in the payment of Common Expenses or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations.

3.10 Managing Agent. The Board may engage the services of any person, firm, or corporation to act as managing agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize, other than the powers set forth in subdivisions (a), (e), (g), (h), (i), (p), and (q) of Section 3.9 of this Article III.

3.11 Duties of Declarant. Within a reasonable time after Unit Owners other than the Declarant elect a majority of the members of the Board (but not more than sixty (60) days after such event), the Declarant shall deliver control of the Association and shall deliver to the Association all property [noted in Subsection (a) through (o)] of the Unit Owners and of the Association held or controlled by the Declarant, including, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A copy of the Articles of Incorporation of the Association.
- (c) A copy of the Bylaws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members.
- (g) Association funds or the control thereof.
- (h) A copy of the plans and specifications utilized in the construction or remodeling of improvements on the Property and the supplying of equipment; and for the construction and installation of all mechanical components servicing the improvements and the Condominium, with a certificate, in affidavit form, of an officer of the Declarant or an architect or engineer authorized to practice in North Carolina, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction or improvement of the Condominium and the construction or installation of the mechanical components servicing the Improvements and the Condominiums.
- (i) Insurance policies.
- (j) Copies of any Certificates of Occupancy which may have been issued for the Condominium.
- (k) Any other permits issued by governmental bodies applicable to the Condominium in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (l) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

- (m) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.
- (n) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (o) All other contracts to which the Association is a party.

ARTICLE IV.

Meetings of Directors

4.1 Organizational Meeting. The first meeting of the initial Board designated in these Bylaws shall be held at such time as the Declarant shall determine, but in no event later than one year from the date of incorporation of the Association. The first meeting of a newly elected Board shall be held within fifteen (15) days following the meeting of the Unit Owners at which the Board was elected. No notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing that a quorum is present.

4.2 Regular Meeting. A regular meeting of the Board shall be held immediately after, and at the same place as, the annual meeting or substitute annual meeting of the Unit Owners. In addition, the Board may provide by resolution the time and place, either within or without the State of North Carolina, for the holding of a regular meeting of the Board, with such meeting to be held as decided by the Board during each fiscal year.

4.3 Special Meetings. Special meetings of the Board may be called by or with the request of the Chairman, or by any two (2) directors. Such meetings may be held either within or without the State of North Carolina.

4.4 Notice of Meetings. Regular meetings of the Board may be held without notice. The person(s) who called a special meeting of the directors shall, at least two (2) days prior to said meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except where a member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. Meeting of the Board shall be open to all Unit Owners and notices of meeting shall be posted conspicuously for the attention of Unit Owners in advance of the meeting, except for regular meeting of the Board, which may be held without notice.

4.5 Waiver of Notice. Any member of the Board may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver of

notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

4.6 Quorum. A majority of the number of directors fixed by these Bylaws shall be required for and constitute a quorum for the transaction of business at any meeting of the Board.

4.7 Manner of Acting. Except as otherwise provided in this section, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. A vote of a majority of the number of directors fixed by these Bylaws shall be required to adopt a resolution constituting an executive committee. Vacancies in the Board may be filled as provided in Section 3.6 of these Bylaws.

4.8 Organization. Each meeting of the Board shall be presided over by the Chairman, and in the absence of the Chairman, by a person selected to preside by vote of the majority of the Board members present. The secretary, or in his absence, an assistant secretary, or in the absence of both the secretary and the assistant secretary, any person designated by the chairman of the meeting shall act as secretary of the meeting.

4.9 Informal Action of Board. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

4.10 Minutes. The Board shall keep minutes of its proceedings, which shall be available for inspection by the Unit Owners during reasonable business hours.

4.11 Liability of the Board and Officers. The directors and the officers provided for in Article V hereof shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the directors and the officers against all contractual liability to others arising out of contracts made by the Board or the officers on behalf of the Condominium, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the directors or any officer shall have no personal liability with respect to any contract made by them on behalf of the Condominium, except to the extent that they are Unit Owners and have liability as such. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or the officers, or out of the aforesaid indemnity in favor of the directors or the officers, shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board, by the managing agent or by the officers on behalf of the Condominium shall provide that the members of the Board, the managing agent or the officers, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder.

ARTICLE V.

Officers

5.1 Number. The principal officers of the Condominium shall consist of a Chairman of the Board, a secretary, and a treasurer. In its discretion, and from time to time, the Board may elect such vice chairmen, assistant secretaries, and other officers as it deems necessary. Any two or more offices may be held by the same person, except the offices of chairman and secretary.

5.2 Election and Term. The officers of the Condominium shall be elected by the Board. The chairman, vice chairman, secretary and treasurer shall be elected from among the Board and all other officers, if any, need only be a Unit Owner. The officers elected by the initial Board are not required to be Unit Owners. The election of officers may be held at the regular annual meeting of the Board.

Each officer shall hold office for a period of one year or until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualifies.

5.3 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.4 Compensation. No officer shall receive any compensation from the Condominium for acting as such.

5.5 Chairman of the Board. The Chairman of the Board shall be the principal executive officer of the Condominium; and, subject to the control of the Board, shall supervise and control the management of the Condominium. The chairman shall, when present, preside at all meetings of the Board and of the Unit Owners and, in general, shall perform all duties incident to the office of chairman of the Board, and such other duties as may be prescribed from time to time by the Board.

5.6 Vice Chairman. The vice chairman, and if there be more than one, the vice chairmen, designated by the Board, shall, in the absence or disability of the chairman, have the powers and perform the duties of said office. In addition, each vice chairman shall perform such other duties and have such other powers as shall be prescribed by the Chairman of the Board.

5.7 Secretary. The secretary shall keep accurate records of the acts and proceedings of all meetings of the Unit Owners and directors. He shall give, or cause to be given, all notice required by law and by these Bylaws. He shall have general charge of the minute books and records of both the Association and the Board. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of secretary, and such other duties as may be assigned from him from time to time by the chairman of the Board or by the Board.

5.8 Treasurer. The treasurer shall have custody of all Condominium funds and securities, and shall receive, deposit or disburse the same under the direction of the Board. He shall keep full and accurate accounts of the finances of the Condominium in books especially provided for that purpose. He shall cause a true statement of its assets and liabilities as of the close of each fiscal year, and of the results of its operations and changes in surplus for each fiscal year, all in reasonable detail, to be prepared and distributed to all Unit Owners and members of the Board on or before the 15th day of the second month following the close of each fiscal year. The statement so filed shall be kept available for inspection by an Unit Owner for a period of three (3) years. The treasurer shall also prepare and file all reports and returns required by federal, state or local law, and shall generally perform all other duties as may be assigned to him from time to time by the chairman of the Board.

5.9 Assistant Secretaries and Treasurers. The assistant secretaries and assistant treasurers, if any, shall, in the absence of the secretary and treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall in general perform such other duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the chairman of the Board or the Board.

ARTICLE VI.

Operation of the Property

6.1 Initial Assessment. At its organizational meeting the Board shall adopt a proposed budget for the Condominium and shall levy assessments against the Units for Common Expenses based upon said budget, which assessments shall commence in accordance with the provisions of Section 5.4 of the Declaration. The assessments so levied shall remain in effect until future assessments are determined in accordance with the provisions of Section 6.2 of these Bylaws.

6.2 Assessment and Determination of Common Expenses. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, for the purpose of determining the amount of the Annual Assessments to be collected from the Unit Owners in order to provide for the Common Expenses of the Condominium, and allocate and assess such Common Expenses amount to the Unit Owners, according to their Percentage of Interest in the Common Elements as set forth in the Declaration, taking into consideration any expected income and any surplus from the prior year's operation. The Common Expenses shall include, without limitation, the expenses, costs and charges incurred in connection with the administration, operation and management of the Condominium property; the cost of maintenance, repair, replacement and restoration of the Common Elements, or any part thereof; the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of the Declaration; such amounts as the Board may deem proper for the convenience, comfort and well-being of the Unit Owners, and for the operation, management and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year; in proper

cases, the cost of administration and of maintenance and repair of the Limited Common Elements; and any other expenses lawfully agreed upon.

In establishing a reserve fund for replacements, the Board shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair of replacement cost. The Board shall then set the required capital contribution in an amount sufficient to permit meeting the projected capital needs of the Association with respect to both amount and timing by equal annual installments over the applicable period.

Within thirty (30) days after adoption by the Board of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all Unit Owners and shall give notice of a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary and notice. A quorum need not be present at the meeting. The budget is ratified unless, by a majority of the votes cast by the Voting Members, the Voting Members consent to reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Voting Members ratify a subsequent budget proposed by the Board. Provided, however, the requirements of this Section relating to budget adoption shall not be applicable to the adoption of the initial budget or the levy of the initial assessment by the Board at its organizational meeting as provided for in Section 6.1 hereof.

6.3 Payment of Assessments. All Unit Owners shall be obligated to pay (1) Annual Assessments for Common Expenses assessed by the Board pursuant to the provisions of this Article VI; (2) special assessments to be established and collected as provided herein; and (3) specific assessments against any Unit which are established pursuant to the terms of these Bylaws. Annual Assessments shall be due and payable annually, upon the last day of the first month of the fiscal year. A late payment charge in an amount to be determined by the Board shall be assessed for any installment not paid by the tenth of subsequent month. Any installment not paid during the month in which it is due shall be subject to the late payment charge and shall accrue interest as provided in Section 6.6, and shall constitute a lien on the Unit as provided in Section 6.7 of this Article VI.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit, together with his interest in the Common Elements. A purchaser of a Unit shall be jointly and severally liable with the seller for the payment of Assessments assessed against such Unit prior to the acquisition by the purchaser of such Unit only if the purchaser expressly assumes such obligation in writing; provided, however, the lien assessed against such Unit shall remain in full force and effect. Any such purchaser shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments against the seller, and the Unit conveyed shall not be subject to a lien for any unpaid assessments in excess of the amount shown on the statement. Provided, however, that a First Mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit or a First Mortgagee who takes a deed in lieu of foreclosure shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the foreclosure sale or deed in lieu of foreclosure. Such unpaid Common Expenses shall be

deemed to be Common Expenses collectible from all of the Unit Owners, including such purchaser, his successors or assigns.

6.4 Special Assessments. The Association may levy Special Assessments for Common Expenses not covered by the Annual Assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes cast by Voting Members at a meeting duly called for this purpose. Such Special Assessments shall be charged to the Units according to their Percentage Interest in the Common Elements. In addition, the Board may levy Special Assessments against one or more, but less than all, of the Units to cover repairs or maintenance for which such Unit Owner or Owners are responsible and which they have failed to make, or for repairs or maintenance required of a Unit Owner or Unit Owners which impair the value of the Common Elements or the Unit or Units, or expenses which are incurred in the abatement of or as a result of a violation by a Unit Owner or Owners of the provisions of the Declaration, the Bylaws or the rules, regulations, or for fines levied for said violations, or where the Board has purchased a Unit on behalf of one or more Unit Owners. The period of assessment and manner of payment of such assessment shall be determined by the Board.

6.5 Collection of Assessments. The Board shall determine Common Expenses against the Unit Owners from time to time, at least annually, and may, as the Board shall determine, take prompt action to collect any Assessments due from any Unit Owner which remain unpaid for more than thirty (30) days from their due date.

The Board shall notify First Mortgagees pursuant to the provisions of the Declaration for which any amount assessed pursuant to these Bylaws remains unpaid for more than sixty (60) days, from their due date, and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any obligation hereunder for a period in excess of sixty (60) days.

6.6 Default in Payment of Assessment. In the event of default by any Unit Owner in paying to the Board any amounts assessed by the Board, such Unit Owner shall be obligated to pay a late payment charge of one hundred fifty (\$150.00) dollars or such rate as established by the Board from time to time, and interest at the initial rate of eighteen percent (18%) per annum on such amounts from their due date or at a rate as established by the Board; together with all expenses, including reasonable attorneys fees (if permitted by law), incurred by the Board in collecting such unpaid sums. If a Unit Owner shall be in default in payment of an installment of an Assessment, including but not limited to, the annual installment based on the annual budget, the Board may accelerate the remaining installments upon ten (10) days' written notice to such Unit Owner, whereupon the entire unpaid balance of such Assessment shall become due upon the date dated in such notice.

6.7 Lien and Personal Obligation. Each Assessment provided for in this Article, together with late payment charges, interest and expenses, including attorneys' fees (as permitted by law), shall be a charge on and a continuing lien upon the Unit against which the Assessment

is made when a notice of such lien has been filed of record in the Office of the Clerk of Superior Court of Mecklenburg County, North Carolina, in the manner provided by Article 8, Chapter 44, of the North Carolina General Statutes, provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of thirty (30) days after the same shall become due. Said notice of lien shall also secure all Assessments against the Unit becoming due thereafter until the lien has been satisfied. Said lien may be foreclosed in the manner as a deed of trust on real property. In addition, each Unit Owner shall be personally liable for any Assessment against his Unit becoming due and payable while he is the: Owner of such Unit.

6.8 Priority of Assessment Lien. The lien of the Assessments provided for in this Article shall be prior and superior to all other liens except (a) ad valorem taxes, and (b) all sums unpaid on first lien deeds of trust, mortgages or other encumbrances against the Unit prior to the docketing of the Assessment lien. The sale or transfer of any Unit shall not affect the Assessment lien against such Unit. Provided, however, the sale of a Unit pursuant to the foreclosure sale or execution sale instituted by a superior lien holder or conveyance to First Mortgagee by deed in lieu of foreclosure shall extinguish the inferior Assessment lien against the subject Unit but no such sale or transfer shall relieve each Unit from liability for any Assessments thereafter becoming due or for any future lien in connection therewith. The Association shall share in the excess, if any, realized by the sale of any Unit pursuant to a foreclosure or action instituted by a superior lien holder, to the extent of its lien.

6.9 Foreclosure of Liens for Unpaid Assessments. Following the institution of any action by the Board to foreclose on a Unit because of unpaid Assessments, the Unit Owner shall pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rental. The Board, acting on behalf of the Association, on behalf of any one or more individual Unit Owners, if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiver of the Assessment lien. Where a First Mortgagee or the purchaser of a Unit obtains title to the Unit as a result of foreclosure of the First Mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the Common Expenses or Assessments by the Board chargeable to such Unit which become due prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense collectible from all Unit Owners, including such purchaser, its successors and assigns.

6.10 Statement of Common Expenses. The Board shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid charges due from such Unit Owner, for which it may institute a reasonable charge at its discretion.

6.11 Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of any bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists, and to make any repairs, and to summarily abate and remove, at the expense of the

defaulting Unit Owner, any structure, thing or condition which may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or, (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner; (c) in any case of flagrant or repeated violation by a Unit Owner, to require such Unit Owner to give sufficient sureties for his future compliance with such condominium documents; or (d) after notice and an opportunity to be heard, to levy reasonable assessments and fines in accordance with Sections 47C-3-107 and 47C-3-107A of the Act for such violations. The failure of the Board to so act with respect to any such violation or breach shall not be deemed a waiver of the Board's right to act with respect to the same or any other breach or violation.

6.12 Maintenance and Repair.

- (a) Each Unit Owner shall maintain, repair and replace, at his sole cost and expense, all portions of his Unit which may become in need thereof, including all patio areas, the components of the heating and air conditioning system within and appurtenant to each Unit, if any, all bathroom and kitchen fixtures and appliances, light fixtures, interior, non-load bearing walls, doors, floors, ceilings, carpeting, drapes and other items within the Unit, whether structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements not specifically set forth herein contained therein and not necessitated by the negligence, misuse or neglect of the Unit Owner, his family guest, agents, servants, lessees, employees or contractors). Each Unit Owner shall clean the Limited Common Elements appurtenant to his Unit and replace all light bulbs in fixtures (if any) located in such Limited Common Elements. Each Unit Owner shall be responsible for replacing all heating and air conditioning filters, if any, required in his Unit. Each Unit Owner shall further be responsible for all damages to any and all other Units and/or to the Common Elements which his failure to undertake his maintenance responsibility may engender. All damages to the Common Elements or other Units intentionally or negligently caused by the Unit Owner, his family, guests, agent, servants, lessees, employees or contractors shall be promptly repaired by the Unit Owner at his sole cost and expense; provided that there is excluded from the provisions contained in this section such repairs necessitated by casualties insured against by the Association to the extent the Association receives insurance proceeds for such repairs. In such event, the Unit Owner shall be required to pay such portion of the costs of such maintenance, repair and replacement as shall exceed the amount of the applicable insurance proceeds. If the Unit Owner does not make those repairs to be made by him within thirty (30) days from written demand by the Board, the same may be repaired by the Board, and the cost thereof shall be assessed against the Unit owned by the subject Unit Owner.
- (b) The Association, through its Board, shall maintain, repair and replace all portions of the Common Elements and Limited Common Elements (except as provided in Section 6.12(a) above) which shall require same, whether located inside or

outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, his family, guests, agents, servants, lessees, employees or contractors, in which case such expense shall be charged to such Unit Owner, or unless herein provided to the contrary), and the cost thereof shall be charged to all the Unit Owners as a Common Expense.

6.13 Restrictions on Unit Owners. No Unit Owner shall perform or cause to be performed any maintenance, repair or replacement work which disturbs the rights of the other Unit Owners, jeopardizes the soundness or the safety of the Condominium property, or reduces the value thereof. Each Unit Owner shall cause any work so performed or being performed on the Unit, which, in the sole opinion of the Board, violates the terms of this section, to be immediately corrected, and he shall refrain from recommencing or continuing any such work without written consent of the Board.

6.14 Duty to Report. Each Unit Owner shall promptly report to the Board or its agent any defect or need for repairs or replacement the responsibility for which is that of the Association.

6.15 Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board the Common Elements shall require additions, alterations or improvements, the Board shall proceed with such additions, alterations or improvements, and shall assess all Unit Owners for the costs thereof, as a Common Expenses, subject, however, to the provisions of Sections 6.2 and 6.3 of this Article.

6.16 Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his Unit, which impairs the structural integrity or mechanical systems or lessens the support of any part of the Condominium. No Unit Owner shall make any addition, alteration or improvement which affects the exterior portion or outward appearance of such Unit, without the prior written consent thereof of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in or to such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement.

6.17 Use of Common Elements and Facilities. A Unit Owner shall not interfere with the use of the Common Elements by the remaining Unit Owners and their guests.

6.18 Right of Access. A Unit Owner shall grant a right of access to his Unit to the managing agent and/or any other person authorized by the Board or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance, and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is

present at the time such request for entry is made, or such entry is at a time reasonably convenient to the Unit Owner.

6.19 Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. Such rules and regulations shall be equally applicable to all Unit Owners similarly situated and shall be uniform in their application and effect. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to their effective date.

6.20 Remedies Cumulative. All right, remedies and privileges granted to the Association or the Owner or Owners of a Unit pursuant to any terms, provisions, covenants or conditions of the Declaration or other above-mentioned documents, shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

6.21 Nonwaiver of Remedies.

- (a) The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or the other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such rights, provision, covenant or condition in the future.
- (b) The failure of Declarant to enforce any rights, privilege, covenant or condition which may be granted to it by the Declaration or other above mentioned documents shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provisions, covenant or condition in the future.
- (c) The failure of a First Mortgagee to enforce any right, provisions, privilege, covenant or condition which may be granted to it or them by the Declaration or other above-mentioned documents, shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant or condition in the future.

ARTICLE VII.

Records and Audits

7.1 Reports. The Board shall keep detailed records of the actions of the Board and the managing agent, minutes of the meeting of the Board, minutes of the meetings of the Association, and financing records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit, which, among other things, shall contain the amount of each Assessment against each Unit, the date when due, the amounts paid and the balance remaining unpaid. The financial records and

books of account shall be available for examination by all Unit Owners, their duly authorized agents or attorneys, and all lien holders, their attorneys and authorized agents, at convenient hours that shall be set and announced for general knowledge. A written annual summary of all receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners on or before the 15th day of the second month following the close of each fiscal year. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners who have requested the same, promptly after the end of each fiscal year.

7.2 Common Expense Funds. All sums collected by the Association, either as Assessments for the Common Expenses or Special Assessments may be commingled in a single fund, but they shall be held for the Owners for the purposes for which they are paid, and shall, subject to the right of withdrawal or refund provided herein, be credited to accounts from which shall be paid the charges for which the Assessments are made. Such accounts shall include the following, or such other and further accounts as the Board from time to time shall determine.

- (a) General Common Expense Account--to which shall be credited collection of that portion of the Common Expense Assessments received for defraying the costs of operating the Condominium on a day-to-day basis, including normal maintenance and repairs, insurance and related charges.
- (b) Capital Reserve Account--to which shall be credited, all sums collected which are to be allocated for capital expenditures for the reconstruction, repair and replacement of Common Elements at a future date.

All sums collected by the Association, either as assessments of the Common Expenses or Special Assessments, during any fiscal year and allocated to the General Common Expense Account or to any other account from which non-capital expenditures may be made, in excess of expenditures during such fiscal year made from or chargeable to said account or accounts shall be deemed contributions to capital at the end of said fiscal year, and shall be transferred to the Capital Reserve Account. All amounts credited to said Capital Reserve Account shall be contributions to capital, and shall be held in trust by the Association for future expenditures of a capital nature, and shall serve to reduce the Assessments required for said capital expenditures.

7.3 Audits. All books of account and financial records shall be kept in accordance with generally accepted accounting practices. The Board shall have a review of the books of account and financial records of the Association made by an independent accountant immediately following the close of each fiscal year and the report of such accountant shall be received by the Board and made available for inspection upon request by all Units Owners on or before the 15th day of the third month following the close of each fiscal year.

ARTICLE VIII.

Amendments to Bylaws

8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

8.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the total votes of the Voting Members of the Association. Directors and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all Voting Members of the Association represented at a meeting at which a quorum has been attained.

8.3 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant without the consent of said Declarant in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or Declaration without satisfaction of the requirements therein contained.

8.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and bylaws, which certificate shall be executed by the Chairman or vice chairman and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Register of Deeds for Mecklenburg County, North Carolina.

ARTICLE IX.

Condemnation

9.1 General. Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as provided in this Article IX.

9.2 Common Elements. If the taking is confined to the Common Elements (general or limited) on which improvements shall have been constructed, and by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the association are allocated, within sixty (60) days after such taking to replace the improvements, or any part thereof, on the remaining land included in the Common Elements (general or limited) and

according to the plans therefor first approved by the Association, then the Board shall arrange for such replacement and the Association shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Elements (general or limited) is to be repaired or reconstructed as provided for herein; subject, however, to the right hereby reserved to the Association by a majority of the votes of the Voting Members, to provide for the disbursement by the Association of the remaining proceeds held by it (after the payment of all costs incident to such replacement) to the Unit Owners or any one or more of them or to their First Mortgagees as their interest may appear in amounts disproportionate to their percentages of undivided interest in the Common Elements (general or limited) established herein, which disproportionate amounts shall correspond with the disproportionate damage sustained by the Unit Owners or any one or more of them as the Association may determine. If the Unit Owners to which at least eighty (80%) percent of the votes in the Association are allocated shall not decide within sixty (60) days after such taking to replace said improvements or if the taking is confined to the Common Elements (general or limited) on which no improvements shall have been constructed, then the Association shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to the replacement of improvements taken has been made, including the right reserved to the Association to provide for the disbursement of the remaining proceeds held by it to the Unit Owners in disproportionate amounts. All disbursements made under this Section 9.2 shall be in strict compliance with Section 47C-1-107 of the Act.

9.3 Units. If the taking includes one or more Units, or any part or parts thereof; whether or not there is included in the taking any part of the Common Elements (limited or general), then the award shall be disbursed and all related matters shall be handled pursuant to and in accordance with the consent of all Unit Owners and First Mortgagees affected and the Executive Board of the Association thereafter, expressed in a duly recorded Amendment to the Declaration of Condominium, all in accordance with Section 47C-1-107 of the Act.

9.4 Termination. The Board shall call a meeting of all Unit Owners at least forty-five (45) days prior to any final taking by the condemning authority to determine the action to be taken pursuant to Sections 9.2 and 9.3 above. Except in the event of a taking of all the Units by eminent domain, in the event the condemnation involves more than ten (10%) percent of the value of the Common Elements (limited or general) and/or more than fifteen (15%) percent of the total value of all Units, the Condominium may be terminated at such meeting by written approval of the Unit Owners of Units to which at least eighty percent (80%) of the votes of the Association are allocated. Any termination agreement shall be in compliance with 47C-2-118 of the Act.

ARTICLE X.

Miscellaneous

10.1 Ad Valorem Taxes. Each Unit shall be deemed to be a separate parcel and shall be separately assessed and taxed. Each Unit Owner shall be liable solely for the amount of tax assessed against his Unit and shall not be affected by the consequences resulting from the tax

delinquency of other Unit Owners. All tangible personal property owned by the Association in connection with the maintenance, upkeep and repair of the Common Elements shall be listed for said taxes in the name of and paid by the Association. Each Unit Owner is also responsible for his pro rata share of taxes assessed on his portion of the Common Elements, if any.

10.2 Notification to Mortgagees. Any Owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums." In addition to any other notification provided for in the Declaration or these Bylaws, the Association, may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall notify, each Mortgagee appearing in said book the name of each company insuring the Condominium Property under the master policy and the amounts of the coverage thereunder.

10.3 Severability. Invalidation of any covenant, condition, restriction or other provision of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

10.4 Successors Bound. The rights, privileges, duties and responsibilities set forth in the Declaration of these bylaws, as amended from time to time, shall run with the ownership of the Condominium Property and shall be binding upon all persons who own or hereafter acquire any interest in the Condominium Property.

10.5 Gender, Singular, Plural. Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

10.6 Principal Office—Registered Office. The initial principal office and registered office of the Association shall be located at 125 Scaleybark Road, Charlotte, North Carolina 28209.

10.7 Other Offices. The Association may have other offices at such other places within North Carolina as the Board may from time to time determine or as the affairs of the Association may require.

10.8 Seal. The seal of the Association shall contain the name of the Association, the word "Seal", the year of incorporation and such other words and figures as is desired by the Board of Directors. When obtained, the seal shall be impressed in the margin of this Section of the Bylaws.

10.9 Fiscal Year. The fiscal year of the Association shall be the calendar year.