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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND CONDOMINIUM OF
CUMBERLAND OFFICE CONDOMINIUM

THIS DECLARATION (this "Declaration") is made this 9th day of September, 2004 by Ralph Huff Family Limited Partnership, a family limited partnership organized under the laws of the State of North Carolina (hereinafter the "Declarant") pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled the "North Carolina Condominium Act" (the "Act").

WITNESSETH:

WHEREAS, Declarant is the Owner of certain Property located on Breezewood Avenue in the City of Fayetteville, Cross Creek Township, Cumberland County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, upon which is constructed one (1) two (2) story building of steel frame, and brick construction containing a total of ~~10~~ Units and their supporting facilities, areas designated for parking and other appurtenant improvements (herein "Phase 1-Property");

Developer intends, but is not obligated to expand Cumberland Office Condominium, a Condominium, beyond the ~~7~~ ~~10~~ Units in Phase 1, described above to include up to 20 additional phases with a presently contemplated maximum of 190 Units. It is presently contemplated that the total number of Units in all phases would not exceed 200 Units. The phases beyond Phase 1 if constructed would be located on the land described in Exhibit "A-1". The Property on which Phase I and additional Phases would be constructed is known as the "Property."

NOW, THEREFORE, Declarant hereby declares that all of the Phase 1-Property described above shall be held, sold, conveyed, leased or assigned subject to the following easements, restrictions, covenants, and conditions, which shall run with the Phase 1-Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Ret to: McCoy-
Weaver

PART I

THIS DECLARATION OF COVENANTS, CONDITIONS IS BEING RE-RECORDED FOR THE FOLLOWING:

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DESCRIPTION OF CORRECTIONS: THIS DECLARATION OF COVENANTS, CONDITIONS IS BEING RE-RECORDED TO MAKE THE FOLLOWING CORRECTIONS:(1). ADD THE DATE OF THE DECLARATION, 9 SEPTEMBER, 2004. (2). PART I, CHANGE UNITS FROM 10 TO 7 (3). DEFINITIONS, SECTION 1, CHANGE EXHIBIT B TO EXHIBIT C, THEN CHANGE EXHIBIT C TO EXHIBIT B. (4). ARTICLE II, SECTION 6, CHANGE EXHIBIT B TO EXHIBIT D. (5). CHANGE THE 2ND ARTICLE VI TO ARTICLE VII. (6). CHANGE ARTICLE VII TO ARTICLE VIII (7). CHANGE ARTICLE XI TO ARTICLE X (8). CHANGE ARTICLE XII TO ARTICLE XI (9). CHANGE ARTICLE XIII TO ARTICLE XII (10). CHANGE ARTICLE XIV TO ARTICLE XIII (11). CHANGE ARTICLE XV TO ARTICLE XIV (12). CHANGE THE SUMMIT AT PURDUE TO CUMBERLAND OFFICE CONDOMINIUMS (13). REMOVE PARTIAL PARAGRAPH FROM ARTICLE XV (14). CHANGE DATE ON DECLARANT (15). HAVE DECLARANT RESIGN SIGNATURE, RE-NOTARIZE AND RE-DATE (16). EXHIBIT "B", ARTICLE I, ADD AUGUST 26, 2004 (17) ARTICLE XIV ADD DATE 9 SEPTEMBER, 2004 (18). ADD NEW EXHIBIT "C", 3 PAGES (19) CHANGE EXHIBIT "C" TO EXHIBIT "D" And to ad Jeff Durham as preparer.

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DEFINITIONS

Section 1: "Association" means Cumberland Office Condominium Owners Association, Inc., a corporation organized and existing under the Nonprofit Corporation Act of the State of North Carolina, its successors and assigns. The Articles of Incorporation of the Association are attached hereto as Exhibit "B" and incorporated herein by reference and the Bylaws of the Association are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: "Bylaws" means the Bylaws of the Association.

Section 3: "Common Elements" means all portions of a Condominium other than the units.

Section 4: "Condominium" means real estate, portions of which are designated for separate Ownership and the remainder of which is designated for common Ownership solely by the Owners of those portions.

Section 5: "Condominium Documents" means this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the rules and regulations governing the use of the Property, as amended and supplemented from time to time and all attachments and exhibits thereto.

Section 6: "Declarant" means Ralph Huff Family Limited Partnership, its successors and assigns, or as otherwise defined in G.S. §47C-1-103(9).

Section 7: "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Condominium.

Section 8: "Executive Board" means the body designated in the Declaration to act on behalf of the Association.

Section 9: "Limited Common Elements" means a portion of the Common elements allocated by the Declaration for the exclusive use of one or more but fewer than all of the units, as more fully set forth in Article II, Section 3.

Section 10: "Member" means every person or entity who holds Membership in the Association.

Section 11: "Mortgage" means a mortgage or deed of trust constituting a lien on a Unit.

Section 12: "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Property, together with an undivided interest in the Common Elements as hereinafter set forth, including contract sellers, but excluding those having such interest merely as security for the performance or performance of an obligation.

Section 13: "Property" means that certain tract or parcel of land described in Exhibit "A-1" "A" and "1" attached hereto. "Phase 1-Property" means that certain tract or parcel of land described on Exhibit "A" attached hereto.

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Section 14: "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) 120 days after conveyance of seventy-five percent (75%) of the units (including any units which may be created pursuant to special Declarant rights) to a unit Owner other than Declarant; (ii) two years after declarant has ceased to offer units for sale in the ordinary course of business; (iii) two years after any development right to add new units was last exercised, or (v) the date upon which declarant voluntarily surrenders control of the Condominium.

Section 15: "Plat" means the plat and plans prepared by Moorman, Kizer & Reitzel, Engineers and Surveyors and Andy Prevatte, Architect, recorded under the name of Phase One Cumberland Office Condominiums in the Condominium Plans Book recorded in the Cumberland County, N.C., Register of Deeds.

Section 16: "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy.

In addition, those definitions set forth in G.S. §47C-1-103 are incorporated herein by reference, and the terms defined therein shall have the meaning set forth therein when used in this Declaration or the Bylaws unless it is plainly evident from the context that a different meaning is intended.

PART II
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I
GENERAL

Section 1: Declarant hereby submits the Property to the provisions of Chapter 47C of the North Carolina General Statutes. The Phase 1 Property will be administered in accordance with the provisions of §47-C, the Declaration, the Bylaws, and the Rules and Regulations promulgated pursuant thereto.

Section 2: The name of the Condominium shall be Cumberland Office Condominium, a Condominium Phase 1.

Section 3: The Property is located in Cumberland County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4: The maximum number of units which Declarant reserves the right to create in Phase 1 is ten (10).

Section 5: Declarant does hereby establish within the Phase 1-Property ten (10) units, and does hereby designate all such units for separate Ownership in fee. Reference is hereby made to the plat for a separate description of the boundaries of each unit,

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identified by number, said plat being by this reference incorporated herein.

Section 6: Each Owner shall be a Member of the Association and Membership shall be appurtenant to and may not be separated from Ownership of any Unit. The votes in the Association shall be allocated as follows: each Unit shall have one (1).

Section 7: Easements and licenses appurtenant to or included in the Condominium are recorded in the Cumberland County Registry.

Section 8: Declarant reserves the following Special Declarant rights for the entire Property, which shall be exercisable during the Period of Declarant Control:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To exercise any Development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Condominium, management office or model in any of the units or on any of the Common Elements shown on the plat;
- (d) To use easements through the Common Elements for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium;
- (e) To appoint and remove any Executive Board Members during the Period of Declarant Control; and
- (f) To make the Condominium part of a larger Condominium.

Section 9: Declarant reserves the following development rights for the entire Property and additional properties as described below during the Period of Declarant Control:

- (a) To create units, Common Elements, or Limited Common Elements within the Condominium; to alter the size of any unit, combine or merge two or more units, to subdivide units or convert units into Common Elements;
- (b) To add real estate to the Condominium, or
- (c) To withdraw real estate from a Condominium.

ARTICLE II
Property RIGHTS

Section 1: There are ten (10) units in the one (1) building in Cumberland Office Condominium, Phase 1, a Condominium. The location of the building is shown on the Plat. The designation of the units, locations, identifying numbers, approximate area, number of rooms and immediate Common Elements to which each has access, are also shown on the Plans to which reference is hereby made for a more particular description. Such plats and plans are recorded in Condominium Book 6, Page 130, Cumberland County Registry.
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Section 2: Ownership of a unit shall vest fee simple title to such unit in the Owner as well

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as each unit Owner's percentage interest in the Ownership of the Common Elements appurtenant to each unit. Each unit consists of all the space bounded horizontally and vertically by its perimeter walls, floors and ceilings. Each unit includes those portions of the building within such boundaries (with the exception of those items specifically listed below) and the space so encompassed. All lath, furring, wallboards, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces thereof are a part of the unit; and all other portions of such walls, floors or ceilings are part of the Common Elements.

Section 3: If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated exclusively to that unit, and any portion thereof serving more than one unit or any portion of the Common Elements is a part of the Common Elements. Subject to the provisions of this Article, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of that unit. Any shutters, awnings, window boxes, door steps, stoops, decks, porches, balconies, patios and all exterior doors and window or other fixtures designated to serve a single unit but located outside the unit's boundaries are Limited Common Elements allocated exclusively to that unit.

Section 4: All window and doors within the walls enclosing a unit shall be a Common Element of that unit, the authority and responsibility for maintenance and painting, together with control over the exterior decorating, of all doors and windows visible from the exterior of the building or from any Common Elements, shall remain with the Association. Replacement of any broken glass in a window that is a common element of a Unit shall be the sole responsibility and expense of the Owner or Owners of that unit. Routine maintenance and repair of all lath, furring, wallboard, plasterboard, plaster and subflooring beneath, above and/or beyond the finished surfaces of the perimeter walls, floor and ceiling of each unit shall be the sole responsibility of the unit Owner, although such materials are part of the Common Elements.

Section 5: The Common Elements include all portions of the Condominium that are not part of the Units and as are more particularly described in G.S. §47C-2-102, including without limitation:

- (a) The land as described in Exhibit A attached hereto;
- (b) All improvements located upon the land that are not part of the Units, including all foundations, columns, girders, beams, supports, walls, roofs, corridors, lobbies, stairs, fire escapes, and entrances and exits of the building;
- (c) The yards, gardens, parking areas and driveways; and
- (d) Installation of the central services for the furnishing of utilities and components of the heating and air conditions systems that serve the Common Elements or more than one Unit.

The Association shall pay all ad valorem taxes on the Common Elements and shall provide and pay for maintenance of the Common Elements. In addition to maintaining the Common Elements, the Association shall provide exterior maintenance for each unit, subject to assessment hereunder, including the performance of the following, as needed: paint, repair, replace and care of roofs, exterior building surfaces, trees, shrubs, walks, and other exterior

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improvements. Such exterior maintenance shall not include glass surfaces except those surrounding the entrance foyer. In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of an Owner, his family, guests, invitees, or tenants, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such unit is subject.

Section 6: Every Owner shall own an undivided interest in the Common Elements and shall have a right and easement of enjoyment in the Common Elements which shall be appurtenant to and shall pass with the title to every unit. Except for minor variations due to rounding, the sum of the undivided interest in the Common Elements and Common Expense liabilities allocated at any time to all the Units shall each equal one hundred percent (100%). The percentage of interest in the Common elements allocated to each Unit shall be as indicated on Exhibit "B" attached hereto and incorporated herein by reference. The percentage of undivided interest in the Common Elements that is allocated to each Unit has been determined by a ratio formulated upon the approximate relation that the square footage of each Unit at the date of this Declaration bears to the then aggregate square footage of all Units, as determined by Declarant, and this determination shall be binding upon all Units and Owners. The percentage of undivided interest in the Common Elements assigned to each Units shall not be changed except with the unanimous consent of all of the Owners of all the Units and with consent of all the mortgagees. The undivided interest in the Common Elements and the right and easement of enjoyment in such Common Elements are subject to the following:

- (a) the Association shall have the right to adopt such rules and regulations as may be needed to regulate the use and enjoyment of the Common Elements;
- (b) the Special Declarant rights as set forth in Article I, Section 8 and 9;
- (c) the Association shall have the right to dedicate or transfer, or encumber all or any part of the Common Elements subject to approval by the Owners as provided in G.S. §47C-3-112.
- (d) Such undivided interest in the Common Elements is subject to change when Declarant adds new Units and Phases to the Condominium pursuant to its special Declarant Rights and Development Rights. As new units are added, the undivided interest shall be re-calculated pursuant to the formula set out above.

Section 7: The Limited Common Elements shall be compose of the following:

- (a) Those portions of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside the designated boundaries of a Unit serving exclusively that Unit shall be Limited Common Elements allocated exclusively to that Unit;
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, decks and all exterior doors, windows and skylights designed to serve a single Unit, but located outside the Unit's boundaries shall be Limited Common Elements allocated exclusively to that Unit; and

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(c) Any portions of the heating, ventilation and air conditioning systems, including fans, fall coil units, heating elements, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit shall be Limited Common Elements allocated exclusively to the Unit that they serve.

(d) The elevator and stairs to the second and third floor and the second and third floor lobby shall be Limited Common Elements allocated exclusively to the second and third floor Units.

The cleanliness and orderliness of the Limited Common Elements shall be the responsibility of the individual Owner or Owners having the right to the use and enjoyment of such Limited Common Elements, but the responsibility for maintenance, painting, repair and replacement, together with control over the exterior decoration of the Limited Common Elements, shall remain with the Association. Notwithstanding any other provisions of this Declaration or any provision of the Bylaws or the Unit Ownership Act, the obligations for maintenance, repair or replacement of any portions of the heating, ventilating, and air conditions systems that are Limited Common Elements shall be the sole responsibility of the Owners of the Units to which such Limited Common Elements are allocated.

Section 8: Any Owner may delegate his right of enjoyment to the Common Elements to tenants.

ARTICLE III ASSESSMENTS

Section 1: Every Unit, together with its allocated interest in the Common Elements, shall be separately assessed and taxed by each assessing authority for all types of taxes authorized by law. Each Owner shall be liable solely for the amount of taxes against his individual Unit; provided, however, that the Units will not be separately assessed until the calendar year 2005 with respect to City of Fayetteville and Cumberland County ad valorem Property taxes. The Association shall pay all ad valorem taxes on the Common Elements and those sums shall be assessed to the Unit Owners as set out below.

Section 2: The Declarant, for each Unit owned within the Property, and each Owner by acceptance of a deed or lease therefore, whether or not it shall be so expressed in such deed or lease, hereby covenants and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. The liability of each Owner for the common expenses of the Association shall be equal to such Owner's percentage of allocated interest in the Common Elements set forth in this Declaration. Any assessment levied against a Unit remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Unit when filed of record in the office of the Clerk of Superior Court of Cumberland County in a manner provided therefore by Article 8 of Chapter 44 of the North Carolina General Statutes and shall accrue interest at a rate set by the Association not to exceed 18% per annum. The Association's lien may be foreclosed in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of said General Statutes. The Association may bring an action at law against the Owner, or foreclose the lien against the Property. Fees (including attorneys' fees), charges, late charges, fines, and interest are also enforceable as assessments.

Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall

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also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 3: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4: The annual assessments levied by the Association shall be used exclusively for the purposes of providing liability insurance, hazard insurance, payment of taxes, maintenance of recreation and other facilities located in or on the Common Elements, including landscaping, payment of assessments for public and private capital improvements made to or for the benefit of the Common Elements located within the Condominium and for other needed things.

The Association may also levy a special assessment payable in a manner as specified by the Association 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 a majority of the Owners of at least sixty-seven (67%) two-thirds allocated interest in the Common Elements.

Section 5: Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$.135 per square foot, per month prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the conveyance in fee or as leasehold of the first Unit to an Owner, the maximum annual assessment may be increased by One Executive Board effective January 1 of each year without a vote of the Membership by up to five percent (5%) of the previous year's maximum annual assessment.

(b) From and after January 1 of the year immediately following the conveyance in fee or as leasehold of the first Unit to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above the increase permitted in Section 5(a), provided that any such assessment shall receive the affirmative vote of the Owners of at least two-thirds (2/3rds) of the allocated interest in the Common Elements who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice setting forth the purpose of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. No quorum shall be required.

(c) The Executive Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6: Both annual and special assessments must be fixed at a uniform rate for all uUnits and may be collected on a monthly basis.

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Section 7: The annual assessments provided for herein shall commence at a date established by the Association. Once such annual assessments are established, written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Executive Board.

Section 8: The term "Common Surplus" means and refers to all funds and other assets of the Association, including excess of receipts of the Association from assessments, rents, profits and revenues from whatever source over the amount of common expenses. The Common Surplus shall be owned by the Owners in the same proportion that the undivided interest in Common Elements appurtenant to each Owner's Unit bears to the total of all appurtenant interest in the Common Elements; provided, however, that said Common Surplus shall be held by the Association in the manner and subject to the terms, provisions and conditions of this Declaration imposing certain limitation and restrictions upon the use and distribution thereof. Except for distribution of any insurance proceeds herein provided, or upon termination of the Condominium, any attribution or distribution of Common Surplus which may be made from time to time shall be made to the then Owners in accordance with their percentage interest in Common Surplus as declared herein.

Section 9: Upon default by the Association in the payment to the governmental authority entitle thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Unit shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due based upon a ratio formulated upon the approximate relation that the square footage of each Unit at the time of such determination bears to the then aggregate square footage of all the Units. If such sum is not paid by the Owners within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Unit of the then Owners, their heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against each Owner personally obligated to pay the same or may elect to foreclose the lien against the Unit of the Owner.

ARTICLE IV PARTY WALLS

Section 1: The walls and flooring connecting adjacent Units are "party walls" and are situated on or about the boundary line separating such Units.

Section 2: To the extent any duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving on that Unit is a limited common element allocated exclusively to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements, pursuant to G.S.47C-102(2).

Any decks, porches, balconies, patios and all other exterior doors and windows or other fixtures designated to serve a single unit but located outside the unit's boundaries are Limited

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Common Elements allocated exclusively to that unit, pursuant to GS 47C-2-102(4).

Section 3: Each wall which is built as a part of the original construction of a uUnit and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for Property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 5: Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7: If any Owner desires to sell his Unit, such Owner may, in order to assure a prospective purchaser that no adjoining Unit Owner has a right of contribution as provided in this Article IV, request of the adjoining Unit Owner a certification that no right of contribution exists, whereupon it shall be the duty of the adjoining Unit Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Unit Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina as then existing.

ARTICLE V
ARCHITECTURAL CONTROL

After the Period of Declarant Control, no building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the Condominium, nor shall any exterior addition or change therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Executive Board. The exterior color of a uUnit cannot be changed unless the color scheme of the entire Condominium is similarly changed. Any such change requires the approval of the Owners of two-thirds of the allocated interest in the Common Elements at a duly called meeting at which a quorum is present. Provided further that a Unit Owner, other than Declarant, or successor to Declarant, may not subdivide a Unit without approval of two-thirds (2/3rds) of the Owners of the allocated interest in the Common Element at a duly called meeting at which a quorum is present.

ARTICLE VI
USE RESTRICTIONS

Section 1: The Property shall be used as designated by the zoning regulations for the Property. No Unit is intended or designed for occupancy for residential purposes. Provided, however, all permitted uses, including without limitation, office uses, shall be limited to such as

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in the opinion of the Executive Board are not inconsistent with the maintenance of the general character of the Property as a retail, medical, financial services, or other professional office Condominium, use and occupancy. Private entertainment shall not be prohibited. The uses of the uUnit shall be in full complete compliance with all applicable governmental ordinances, rules and regulations established by the Association and restrictive covenants that do not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant; provided, however, all permitted uses shall be limited to such as in the opinion of the Board of Directors are not inconsistent with the maintenance of the general character of the Property for the purposes stated above and are of the first class in the quality of its maintenance, use and occupancy.

Section 2: No noxious or offensive activity shall be conducted upon any uUnit nor shall anything be done thereon which may be or may become an annoyance or nuisance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance or will result in the cancellation of insurance on the Common Elements or any Unit.

Section 3: No animals, livestock or poultry of any kind shall be kept or maintained on any Unit or in any dwelling.

Section 4: Nothing shall be altered or constructed in or removed from the Common Areas and facilities except with the written consent of the Executive Board.

Section 5: No outside radio or television antennas, including satellite dishes or receivers, shall be erected on any Unit unless and until permission for the same has been granted by the Executive Board.

Section 6: No signs, flags or banners of any kind shall be displayed to the public view from any Unit or from the Common Elements without the prior written consent of the Executive Board, other than the signs as installed by Declarant at completion of each Unit.

Section 7: All window coverings (i.e., curtains, blinds, draperies, shades, etc.) shall appear white or off-white from the exterior, unless otherwise approved by the Executive Board.

Section 8: Owners shall not park or store any motorcycle, camper, trailer, trailer vehicle, or similar vehicle anywhere on the premises. No trucks shall be permitted except for standard 2-ton pickup trucks, or smaller sized truck delivery trucks making normal deliveries. No Owner or any employee, agent or invitee of any Owner, shall park, store or keep any vehicle except wholly within those portion of the Common Elements designated for such use by the Association.

Section 9: The Common Elements shall not be used for storage of supplies, personal Property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Executive Board. Stairs, entrances, sidewalks, yards, driveways, elevator(s) and parking areas shall not be obstructed in any way. In general, no activity shall be carried on or conditions maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Property.

Section 10: Any provisions of the Declaration or the North Carolina Condominium Act to the contrary notwithstanding, Declarant shall have the right to utilize any Unit or Units owned by it as a model Unit(s) or sale offices, and to erect and maintain a sign or signs on the Property for

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the purpose of advertising Units owned by it for sale or lease. These rights shall exist as long as Declarant is a Unit Owner.

ARTICLE ~~VI~~ VII⁸
EASEMENTS

Section 1: Each Owner shall have a perpetual, nonexclusive, easement in common with all other Owners to use all pipes, chutes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to a perpetual nonexclusive easement in favor of all other Owners to use the pipes, chutes, wires, ducts, cables, conduits, public utility line, and other Common Elements serving such other Units and located in such Unit. Additional easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may obstruct or change the flow of drainage channels in the easements.

Section 2: All Units and Common Elements shall be subject to easements for the encroachment of improvements constructed on adjacent Units by the Declarant to the extent that such improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, misaligned common wall foundation footings and walls, provided such encroachment does not interfere with the reasonable use of the Common Elements or Units so encroached upon.

Section 3: Declarant shall have a reasonable construction easement across the Common elements for the purpose of constructing improvements on the Units. Declarant shall also have such easements through the Common Elements as may be reasonably necessary for the purpose of discharging a Declarant's obligations or exercising special Declarant rights as provided herein.

Section 4: The Association shall have a right of entry upon the Units and any Limited Common Elements to effect emergency repairs, and a reasonable right of entry upon the Units to effect other repairs, improvements, replacement or maintenance as necessary. The Executive Board may hereafter grant easements for utility purposes for the benefit of the Property including the right to install, lay, maintain, repair and replace water lines, pipes, ducts, sewer lines, steam and water lines, gas mains, telephone and television or cable television wires, cables and equipment, electrical conduits, and wires over, under, along and on any portion of the Common Elements; and each Owner hereby grants the Executive Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the foregoing.

Section 5: Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Elements and facilities; and for vehicular traffic over, through and across all streets and drives as from time to time may be paved and intended for such purposes, for all Unit Owners, their guests, employees, invitees, and lessees, the Association, the Declarant, its successors and assigns.

Section 6: All easements granted herein are appurtenant to and shall run with the land,

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and shall inure to the benefit of and be binding upon the Declarant, the Association, Owners, occupants, and mortgage holders, and any other person or entity having an interest in the Condominium.

ARTICLE ~~VII~~ ^g VIII
AMENDMENT TO AND SUPPLEMENT OF DECLARATION

Except as is otherwise specifically authorized herein, this Declaration may be amended only by the affirmative vote of the Owners owning at least sixty-seven percent (67%) two-third of the allocated interest in the Common elements, together with the consent of their respective Mortgagees, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Except for the special Declarant rights contained herein, any amendment which amends or alters the percentage of allocated interest of any Unit in the Common elements, increases the number of Units, changes the boundaries of any Units, creates or increases special Declarant rights or changes the use to which any Unit is restricted shall require the written approval of all Owners, together with the consent of all their respective Mortgagees. No amendment to the Declaration shall be effective until executed on behalf of the Association by any officer designated for that purpose or, in the absence of designation, by the president of the Association, and recorded in the Office of the Register of Deeds of Cumberland county, North Carolina. No amendment to this Declaration shall be adopted or passed which shall impair or prejudice the rights and priorities of any Mortgagee without the consent of such Mortgagee. No amendment to this Declaration shall be adopted or passed which shall impair or prejudice the rights of Declarant provided for in the Declaration without the consent of Declarant.

ARTICLE IX
TERMINATION

The Condominium may be terminated only in strict compliance with GS §47C-2-118. This Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated.

Section 1: The Executive Board shall obtain and maintain at all times insurance on the building and all other improvements upon the land, and all personal Property included in the Common Elements in an amount, after application of deductibles, equal to the replacement value of the Property at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the cost of the land, excavation, foundations, streets and parking facilities and other items normally excluded from Property policies; provided, that such insurance may be written on a co-insurance basis of not less than ninety percent (90%). The policies evidencing such coverage shall insure against all risks of direct physical loss including fire and extended coverage perils; shall contain clauses providing for waiver of subrogation against any Owner or Member of his household and any Owner's employees or agents; shall contain the standard Condominium endorsement, and a Replacement Cost Endorsement providing for repair and replacement of the building and all other improvements located upon the Property from the insurance proceeds; shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all the insured, including all Mortgagees; and shall provide that no act or omission by any Owner, unless acting with the scope of his authority on behalf of the Association, will preclude recovery upon such policy. All such policies shall provide that adjustment of loss shall be made by the Executive Board as insurance trustee. All policies shall

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comply with GS §47C-3-113. Each insurance policy shall provide for the issuance of certificates or mortgage endorsements to Mortgagees.

Section 2: The Executive Board shall be required to obtain and maintain to the extent obtainable public liability insurance in such limits as the Executive Board may, from time to time, determine, covering each Member of the Executive Board, the managing agents, if any, and each Owner with respect to liability arising out of Ownership, maintenance or repair of the Common Elements; provided, however, that in no event shall the amounts of such public liability insurance be less than \$3,000,000.00 per person and \$5,000,000.00 per occurrence against liability for bodily injury, including death resulting therefrom, and \$100,000.00 per occurrence against liability for damage to Property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the Property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Executive Board shall review such limits annually. Further, such policy shall comply with the requirements set forth in G.S. 47C-3-113(a)(2) and (d)(1) through (4). Provided further that if such policy amounts are not commercially available, Executive Board shall obtain coverage in the highest amount available.

Section 3: The Executive Board may obtain fidelity coverage against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount not less than the estimated maximum of funds, including reserve funds in the custody of the Association or its duly authorized agents, as the case may be, at any given time during the terms of each bond. In no event, however, may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessment on all Units plus the amount of all reserve funds. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall also provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (3) days prior written notice to the insured and all Mortgagees.

Section 4: The Executive Board shall be authorized to obtain such other insurance coverage, including workmen's compensation and such coverage as is required by the Ground Lease, as the Executive Board shall determine from time to time desirable or necessary.

Section 5: Premiums upon insurance policies purchased by the Executive Board shall be paid by the Executive Board and charged as a common expense.

Section 6: All insurance policies procured by the Executive Board shall provide that all losses shall be adjusted with and all proceeds shall be payable to the Executive Board as insurance trustee. The sole duty of the Executive Board as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes set forth herein and for the benefit of the Owners and their Mortgagees in the following shares:

(a) Proceeds on account of damage to the Common Elements shall be held in undivided shares for each Owner and his Mortgagee, if any, and each Owner's share to be the same as such Owner's allocated interest in the Common Elements.

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(b) Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the damage is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner which cost shall be determined by the Executive Board.

(ii) When the damage is not to be restored an undivided share for each Owner, such share being the same as each such Owner's allocated interest in the Common Elements.

(c) In the event a Mortgagee endorsement or certificate has been issued with respect to a Unit, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their respective interests may appear.

(d) Proceeds of insurance policies received by the Executive Board as insurance trustee shall be distributed to or for the benefit of the Owners in the following manner:

(i) If it is determined, as provided in Article XI below, that the damaged Property with respect to which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Owners and their Mortgagees, if any, as their interest may appear. Notwithstanding the provisions of this subsection, G.S. §47C-2-118 governs the distribution of insurance proceeds if the Condominium is terminated.

(ii) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after payment of such repair costs shall be distributed to the beneficial Owners and their Mortgagees, if any, as their interest may appear.

Section 7: It shall be the responsibility (but not the obligation) of each Owner to obtain at his own expense such additional fire and casualty and extended coverage insurance upon his personal Property, public liability insurance and such other insurance coverage as he may desire.

ARTICLE ~~XI~~ XI 
DUTY TO REPAIR OR RECONSTRUCT

Section 1: In the event of damage to or destruction of the building as a result of fire or other casualty, unless (a) the Condominium is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) the Unit Owners decide not to rebuild by an eighty percent (80%) vote, including one hundred percent (100%) approval of Units not to be rebuilt or Owners assigned to Limited Common Elements not to be rebuilt, the Executive Board shall arrange for the prompt repair and restoration of the damaged or destroyed building, not including any decoration covering for walls, ceilings, or floors, or furniture, furnishings, fixtures or equipment, unless the subject insurance policy covers a portion or all of such loss, in which event the Board shall repair or replace such damaged Property, and the Executive Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments and in accordance with the provisions this Declaration. Any payment for repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. Any reconstruction or repair shall be in

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accordance with the Plat or as the Executive Board shall otherwise approve.

Section 2: Each Owner will, at his sole cost and expense, keep and maintain his Unit in good order and repair in accordance with the Plans or as the Executive Board shall otherwise approve, and will make no structural additions, alteration or improvement to his Unit without the prior written consent of the Executive Board, except as authorized in this Declaration. Upon the failure of an Owner to so maintain his Unit, the Executive Board shall be authorized to maintain, repair or restore such Unit, and the cost thereof shall be charged to such Owner and constitute a lien on the Unit until paid.

ARTICLE ~~XII~~ XI
RIGHTS RESERVED TO MORTGAGEES

Section 1: Any Mortgagee, and any insurer or guarantor of a loan secured by a Mortgage, shall have the right to examine, during normal business hours and upon reasonable notice, the books and records of the Association, including copies of the Condominium Documents, as amended, and the financial statements of the Association, and to be furnished, upon written request, at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within one hundred (100) days following the end of each fiscal year.

Section 2: If any Mortgagee, or any guarantor or insurer of a loan secured by a Mortgage, has served written notice of its desire to receive notices under this Article upon the Association by certified mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Mortgage that it holds, guarantees, or insures, which notice designates the place to which notices are to be given by the Association to such party, then such party shall have the right to receive from the Association prompt written notice of the following:

- (a) Default under any of the terms and provisions of the Condominium Documents by any Owner owning a Unit encumbered by a Mortgage held, insured or guaranteed by such party;
- (b) Any loss or damage to or condemnation or taking of the Common Elements or any loss or damage to or condemnation or taking of a Unit encumbered by a Mortgage held, insured or guaranteed by such Mortgagee;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action by the Association, the Executive Board, or the Owners, which under the terms of the Condominium Documents requires the consent of all or any portion of the Mortgagees.

ARTICLE ~~XIII~~ XII
EMINENT DOMAIN

Section 1: If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner

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for his Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Unless the condemner acquires the right to use the Unit's interest in Common Elements, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interest of those Units before the taking exclusive of the Unit taken, and the Association shall promptly prepare, execute and record an amendment of the Declaration reflecting the reallocation. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

Section 2: Except as provided above, if a part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and of its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (a) that Unit's allocated interest is reduced in proportion to the reduction in the size of the Units, or on any other basis specified in the Declaration, and (b) the portion of the allocated interests divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interest of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

Section 3: If part of the Common Elements is acquired by eminent domain, the portion of the award not payable to Unit Owners under Section 1 above must be paid to the Association. Unless the Declaration provides otherwise, any portion of the award attributable to the acquisition of a Limited Common element must be apportioned among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

ARTICLE ~~XIV~~ ^{III} XIII
GENERAL PROVISIONS

Section 1: All powers granted in the Declaration or the Bylaws to the Association shall be exercisable by the Executive Board, except as expressly provided in the Declaration, the Bylaws, the Ground Lease or G.S. §47-C.

Section 2: The Association may adopt and enforce reasonable rules and regulations not in conflict with the Declaration and supplementary thereto, as more fully provided in the Bylaws.

Section 3: The Association shall have the right 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, the Bylaws, and Articles of Incorporation of the Association. Failure by the Association to enforce any covenant or restrictions therein shall in no event be deemed a waiver of the right to do so thereafter.

Upon notice to the Association of a violation hereunder and a failure of the Association to take action upon said violation within 90 days, any Unit Owner, or other holder of an interest in the Condominium may undertake the enforcement of the provisions of the Declaration at his own expense.

Section 4: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: The covenants and restrictions of this Declaration shall run with and bind the

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land.

Section 6: The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

CUMBERLAND OFFICE CONDOMINIUMS

Section 7: It is the intent of the Declarant herein that ~~The Summit at Purdue~~ shall comply with Chapter 47C of the North Carolina General Statutes as if such development had been submitted to the provisions of that chapter. It is also the intent of the Declarant to comply with the Fayetteville City Code. The applicable provisions of Chapter 27 of the Fayetteville City Code are incorporated by reference. Where a conflict arises between any provision of these Declarations and the Fayetteville City Code, the provisions of the Fayetteville City Code shall prevail. Where a conflict arises between the provisions of the Fayetteville City Code and the North Carolina General Statutes, the North Carolina General Statutes shall prevail.

Section 8: In the event of a violation or breach of any of these restrictions, or of any other covenants of this Declaration, by any Owner, employee or agent thereof, Owners of other Units or any of them jointly or severally, shall have the right to proceed at law or in equity to compel the compliance of the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Executive Board shall have the right whenever there shall have been any violation of the terms of this Declaration to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected or removed by the Owner or if the Owner has not begun the correction of the default and is not pursuing such correction with due diligence. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or condition contained in the Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The remedies set out herein for such violation or breach are cumulative with any other legal or equitable rights available to any entity or person. The invalidation by any court of any restriction or obligations in this Declaration shall in no way affect any of the other restrictions which shall remain in full force and effect.

ARTICLE ~~XV~~ XIV
ZERO LOT LINE SUBDIVISION

The Condominium consists of a building located on a tract of land. The tract of land is part of a Zero Lot Line Subdivision entitled ~~The Summit at Purdue~~ ^{CUMBERLAND OFFICE CONDOMINIUMS} and is subject to the ~~covenants, conditions and restrictions set out in the Declaration of Covenants, Conditions and Restrictions recorded at Book _____, Page _____, Cumberland County Registry (the "Subdivision Declaration"). Pursuant to such Subdivision Declaration the Condominium shall bear responsibilities and shall be subject to assessments for common expenses of the subdivision Owners' Association. Each Unit Owner in the Condominium shall bear and be responsible for the portion of the assessment from the subdivision Owners' Association equal to his, her or its percentage of interest in the Common Elements per Unit set out on Exhibit "B" attached to this Declaration.~~

~~BK 6649 PG 832~~

IN WITNESS WHEREOF, Declarant has caused the foregoing Declaration to be executed and sealed by its duly authorized General Partner on the ~~9~~ day of ~~September, 2004.~~

or 6th day of October, 2004.

Declarant: Ralph Huff Family Limited Partnership,

by:

[Signature] (SEAL)
D. Ralph Huff, General Partner

[Signature] (SEAL)
D. RALPH HUFF III, GENERAL PARTNER

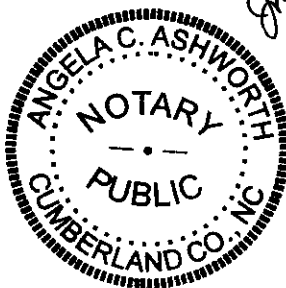
NORTH CAROLINA
CUMBERLAND COUNTY

I, Angela Ashworth, a Notary Public for said County and State do hereby certify that D. Ralph Huff personally appeared before me this day and acknowledged that he is General Partner of Ralph Huff Family Limited Partnership, a North Carolina family limited partnership, and that by authority duly given and as the act of the partnership, he executed the foregoing instrument on behalf of the partnership.

Witness my hand and official seal, this the ___ day of September, 2004.

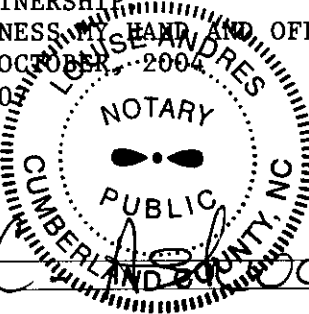
My Commission Expires:
12-15-07

[Signature]
Notary Public



I, LOUISE ANDRES, A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT D. RALPH HUFF PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT HE IS GENERAL PARTNER OF RALPH HUFF FAMILY LIMITED PARTNERSHIP A NORTH CAROLINA FAMILY LIMITED PARTNERSHIP, AND THAT BY AUTHORITY DULY GIVEN AND AS THE ACT OF THE PARTNERSHIP, HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE PARTNERSHIP. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 6TH DAY OF OCTOBER, 2004.

MY COMMISSION EXPIRES: 06-03-2007



[Signature]
NOTARY PUBLIC

The foregoing Certificate(s) of Angela C. Ashworth

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

By J. Lee Warren, Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY, Deputy/Assistant - Register of Deeds

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Exhibit "A"

Being all of Lot 2B as shown on a plat entitled "A Subdivision of Lot 2 Huff Built Office Condominiums" as recorded in Plat Book 103, page 75 Cumberland County Registry.

~~BK 6649 PG 834~~

Exhibit "A-1"

BEGINNING at an existing iron pin in the Northern margin of U.S. 401 South (Raeford Road), said pin being the Southeastern corner of the property of McCauley and McDonald as recorded in Book 2653, Page 53 of the Cumberland Public Registry, thence for a first call with the McCauley and McDonald eastern line North 00 deg 12 min 17 sec West 300.19 feet to a concrete monument; thence South 88 deg 58 min 57 sec West 99.84 feet to an existing iron stake; thence North 00 deg 12 min 43 sec West 771.99 feet to a point in the southern margin of the Aberdeen and Rockfish Railroad right-of-way; thence with the southern margin of said right-of-way South 70 deg 25 min 07 sec East 589.41 feet to an existing iron pin; thence South 00 deg 18 min 20 sec East 462.55 feet to an existing concrete monument; thence South 00 deg 02 min 30 sec West 105.17 feet to an existing iron pin; thence South 89 deg 24 min 13 sec West 149.71 feet to a point; thence South 00 deg 00 min 43 sec West 100.23 feet to an existing iron pin; thence South 89 deg 22 min 29 sec West 110.00 feet to an existing iron pin; thence South 89 deg 20 min 45 sec West 164.40 feet to an existing iron pin, the northwest corner of the property described in Book 2844, Page 695 of the Cumberland Public Registry (see also Plat Book 68, Page 16); thence South 00 deg 15 min 12 sec East 200.00 feet to the northern margin of U.S. 401; thence with the northern margin of U.S. 401 South 89 deg 20 min 49 sec West 30.45 feet to the point of BEGINNING. This description is based upon a survey of the property by Rose & Purcell dated February 1990.

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Exhibit "B"

BY-LAWS OF

CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

These are By-Laws of Cumberland Office Condominium Owners Association, Inc., hereinafter called "the Association," a nonprofit corporation organized and existing under the laws of the State of North Carolina. The Articles of Incorporation were filed in the office of the Secretary of State on Aug 26, 2004. The Association has been organized for the purposes of the administration, operation and management, and for such other purposes set forth in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions which is incorporated herein by reference, of a planned unit development established in accordance with the laws of the State of North Carolina upon property situated in Cumberland County, North Carolina, and described in the Declaration of Covenants, Conditions and Restrictions (the "Declarant").

A. The provisions of these By-Laws are applicable to the Association and all future phases, if any, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation. The terms and provisions of the Articles of Incorporation and Declaration and/or amendments thereto will be controlling wherever the same may be in conflict herewith.

B. All present or future owners, tenants, future tenants, and their employees, and any other person that might use the Association facilities in any manner are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration.

C. The office of the Association will be at 2929 Breezewood Avenue, Fayetteville, Cumberland County, North Carolina, 28305.

D. The fiscal year of the Association shall be the calendar year, except that in the initial year of operation the fiscal year shall commence with the date of the filing of the Articles of Incorporation in the office of the Secretary of State.

ARTICLE II

MEMBERSHIP, VOTING QUORUM, PROXIES

A. QUALIFICATIONS: The qualifications of members, the manner of their admission to membership and termination of such membership, and voting members, shall be as set forth in Article VI of the Articles of Incorporation. The provisions of Article VI of the Articles of Incorporation are incorporated herein by reference.

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B. QUORUM: A quorum at members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. VOTING: Each member shall be entitled to vote as set forth in Article VI of the Articles of Incorporation. The provisions of Article VI of the Articles of Incorporation are incorporated herein by reference.

D. PROXIES: Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary of State before the appointed time of the meeting.

E. BINDING EFFECT: Approval or disapproval of an owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting. Except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration, or whether the same may otherwise be required by law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called member's meeting at which a quorum is present shall be binding upon all members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. ANNUAL MEETINGS: A meeting of the Association shall be held at least once each year. The first annual meeting shall be held within one year from the date of incorporation of the Association. Prior to the first annual meeting the Association shall be managed and controlled by the initial Executive Board as provided for in Article IV herein. The annual member's meeting shall thereafter be held at a date, hour and place designated by the Executive Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

B. SPECIAL MEETINGS: Special member's meetings may be called at any time by the president, a majority of the Executive Board or upon written request of 20% of the members.

C. NOTICE: Written notice of each meeting shall be given by, or at the direction of, the secretary or person(s) authorized to call the meeting, by hand delivering, facsimile or mailing a copy of such notice, postage prepaid, at least 10 days and not more than 50 days before such meeting to each member. Unless waived in writing, the notice of meetings shall state the time, place, and purpose for which the meeting is called. If presented personally, receipt of such notice shall be signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his address as it appears on the record of the Association (register of owners) as of the date of mailing. Proof of such mailing or notice by facsimile shall be given by the affidavit of the person giving the notice. Any member may, by signed written

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waiver of notice, waiver such notice. When filed in the records of the Association whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any member's meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration) the members who are present, either in person or by proxy, may adjourn the meeting until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. NOTICE OF BUDGET: Within 30 days after adoption of any proposed budget for the Association, the Executive Board shall provide a summary of the budget to all the Unit owners. The budget shall be considered at a meeting of the Unit owners.

E. ORDER OF BUSINESS: The order of business at annual members' meetings and, as far as practical, at any other members' meetings shall be:

- a) Calling of the roll and certifying of proxies;
- b) Prof of notice of meeting or waiver of notice;
- c) Reading and disposal of any unapproved minutes;
- d) Reports of officers;
- e) Reports of committees;
- f) Appointment of inspectors of election by Chairman;
- g) Unfinished business;
- h) New business; and
- i) Adjournment.

ARTICLE IV

EXECUTIVE BOARD

A. EXECUTIVE BOARD: The first Executive Board of the Association shall consist of three (3) persons chosen by Ralph Huff Family Limited Partnership, (the "Declarant") whose terms shall expire on the date of the first annual meeting of the members of the Association as outlined above. Each succeeding Board shall consist of the Association. Notwithstanding any provisions to the contrary herein, as long as there exists a Class B membership, the Declarant shall have the right to designate and select a majority of the persons who shall serve as members of the Executive Board of the Association, subject to the provisions of Article II of the Declaration.

B. ELECTION OF DIRECTORS: Election of Directors shall be conducted in the following manner:

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a) Beginning with the first annual meeting of the Association, all members of the Executive Board shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association and shall be elected to serve for a terms of two (2) years, or until removed in the manner elsewhere provided or as may be provided by law.

b) Vacancies in the Executive Board may be filled until the date of the next annual meeting by a majority by the remaining Directors.

c) There shall be appurtenant to each Lot a vote as set out in the Declaration and the Articles of Incorporation. If more than one person or entity owns a unit, the voting shall be in accordance with Article II, paragraph C above.

C. REGULAR MEETING: Regular meetings of the Board of Directors shall be held immediately following the regular Meeting of the Members. Notice of regular meetings shall be given to each Directors, personally or by mail, facsimile, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless notice is waived.

D. SPECIAL MEETING: Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, with the notice stating the time, place and purpose of the meeting.

E. WAIVER: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving notice.

F. QUORUM OF DIRECTORS: A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation or these By-Laws or the Declaration. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of Attendance may be required as set forth in the Articles of Incorporation, these By-Laws or Declaration, the Directors who are present may adjourn the meeting until a quorum, or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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G. ACTION WITHOUT MEETING: The Executive Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all the Executive Board members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Executive Board.

H. PRESIDING OFFICER: The presiding officer of Directors' meetings shall be the chairman of the board, if such an officer has been elected; and if none, then the President of the association shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

I. FEES: Directors' fees, if any, shall be determined by the members.

J. POWERS AND DUTIES: All the powers and duties of the Association shall be exercised by the Executive Board, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles of Incorporation, these By-Laws and the Declaration, and shall include, without limiting the generality of the foregoing, the following:

a) To make, levy, and collect assessments against members' to defray the costs of the Association, as provided for in Article IV of the Declaration which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

b) To maintain, repair, replace, operate and manage the common areas and facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members; and to approve any expenditures made or to be made for said purposes.

c) To reconstruct any part of the common property after casualty in accordance with Declaration, and to make further improvements to the common property, and to enter into any and all contracts necessary or desirable to accomplish said purposes.

d) To make, amend and enforce regulations governing the use of the common property as a whole so long as such regulations or amendments do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration.

e) To acquire, operate, lease, manage, and otherwise trade and deal with the property, real and personal, as may be necessary or convenient in the operation and management of the planned unit development in accomplishing the purposes set forth in the Declaration, provided that the acquisition of real property other than the real property described in the Declaration shall require the approval of the Association.

~~BK 6649 PG 840~~

f) To acquire now or at any time hereafter and to enter into leases and agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in land or facilities whether or not contiguous to the lands of the condominium to provide enjoyment or other use or benefit to the owners of the Lots.

g) To contract for the management of the Association and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration and the regulations hereinafter promulgated governing use of the common property in the planned unit development.

h) To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the common property in the planned unit development.

i) To pay all taxes and assessments which are or may become liens against any part of the common property and the appurtenances thereto and to assess the same against the members in amounts equal to their respective ownership interest subject to such liens.

j) To purchase insurance for the protection of the members and the Association against liability and casualty in accordance with the Declaration.

k) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the owners of the separate Units.

l) To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the common property.

m) To exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;

n) To exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise; and

o) To exercise any other powers necessary and proper for the governance and operation of the Association;

K. INITIAL BOARD: The initial Executive Board of the Association shall be comprised of three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors elected at the first annual meeting of the members of the Association. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the Board shall have the right to select and designate a party to act and serve as Director until the first annual Meeting of the members of the Association.

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L. PRIOR UNDERTAKINGS: The undertaking and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

M. REMOVAL: Any one or more of the members of the Board of Directors may be removed, either with or without cause, at any time by a vote of the members owning a majority of the interest in the condominium at any special meeting called for such purpose, or at the annual meeting; provided however, that only the Declarant shall have the right to remove a Director appointed by it.

ARTICLE V

OFFICERS

A. ELECTION: The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by a vote of the Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. PRESIDENT: The President shall be the Chief Executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including, but not limited to the power to appoint committees from among the members from as he may in his discretion determine appropriate to assist him in the conduct of the affairs of the Association.

C. VICE-PRESIDENT: The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. SECRETARY-TREASURER: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association and shall perform all other duties which are usually vested in the office of secretary of an association and as may be required by the Directors or the President. He shall also have custody of all of the property, securities and

~~BK6649PG842~~

evidences of indebtedness. He shall keep, or supervise the keeping of, the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties usually vested in the office of Treasurer.

E. FEES: The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

F. REMOVAL: All officers shall serve at the pleasure of the Board of Directors and any officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

ARTICLE VI

FINANCES AND FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. ASSESSMENTS: An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the Unit owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the unit.

B. BUDGET: The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to, the following:

a) Common expense budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for the maintenance and operation of and capital improvements to the common property including landscaping, street and walkways, office expense, utility services, insurance, administration and reserves (operating and capital improvements replacement); management fees and costs of maintaining memberships, and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the condominium, to provide for the use or benefit to the unit owners; and

b) Proposed assessments for the successful operation of the planned unit development as provided in the Declaration. Copies of the proposed budget and proposed assessments shall be transmitted to each member at least 30 days prior to annual meeting of the Membership at which time an annual budget shall be adopted. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Upon request, delivery of a copy of any budget or amended budget to each

~~BK 6649 PG 843~~

member shall not affect the liability of any member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies, subject to the terms and provisions of the Declaration.

C. DEPOSITORY: The depository of the Association shall be such bank, banks or other institutions as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

ARTICLE VII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of North Carolina.

ARTICLE VIII

AMENDMENT TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon an affirmative vote of a majority of the Directors, or by members of the Association owning a majority of the Units whether meeting as members or by instrument by writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other office of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

~~BK 6649 PG 844~~

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning Units entitled to vote not less than two-thirds (2/3) or more of the votes of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be placed in the corporate minutes or records of the Association.

D. Upon the approval, the same shall become binding upon all Unit owners.

E. At any meeting held to consider any amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not attendant at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE IX

COMMITTEES

A. COMMITTEES: The Board may establish by resolution adopted by a majority of Directors, such committees which it deems necessary or desirable to carry out the purpose of the Corporation.

B. COMMITTEE CHAIRMAN AND MEMBERS: The Chairman of all committees shall be appointed by and serve at the pleasure of the Board.

C. COMMITTEE REPORTS: The Chairman of each committee shall make a report to the President in writing of committee meetings and activities.

D. AUTHORITY: Unless specifically authorized in writing by the Board or the President, a committee Chairman or a committee shall have no authority to legally obligate the Corporation or incur any expenditure on behalf of the Corporation.

ARTICLE X

SUSPENSION OF RIGHTS

The Board may suspend, by a majority vote of the Board, the voting rights and right to hold office of a member during any period in which the member shall be in default in the payment of any dues, assessments, penalties or fines, imposed by the Corporation. Such rights may be suspended, after notice and hearing, for a period not to exceed sixty (60) days for a violation of the Association's Rule and Regulations, these By-Laws, or the Declaration.

~~BK6649PG845~~

ARTICLE XI

ASSETS OF THE ASSOCIATION

The Association shall hold, own, maintain, manage, control, repair, preserve, replace, care for and operate any and all real property, together with appurtenances, fixtures and improvement thereto, all personal property, all fixtures, all rights and privileges, including 11 parts of the water, sewer and drainage systems, and other possessory or use interest in land, facilities, and roads and streets which may be conveyed to, or made available for use by the Association, the Declarant, or by any other person, firm, corporation or entity, or belonging to, or made available for, the Association, for the use, enjoyment, health, safety and welfare of the owners of said Units.

All such real property together with appurtenances, fixtures and improvements thereto, personal property, fixtures, rights and privileges, and other possessory or use interests in land or facilities owned by, belonging to, or made available for, the Association shall be treated, except as otherwise specifically in these By-Laws provided, as common areas and facilities of the "CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC., a Condominium for the purposes of managing, controlling, repairing, replacing, preserving, caring for, operating and otherwise dealing with for the use, health, safety, and welfare of the owners of those Units as herein provided.

The cost and expenses of holding, owning, maintaining, managing, controlling, repairing, replacing, preserving, earning for and operating all common areas of the "CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.", a Condominium project shall be "common expenses" and shall be included in the budget for each fiscal year for the Association and all provisions of these By-Laws shall apply thereto:

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or mortgagee of any member. The Articles of Incorporation and the Declaration and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

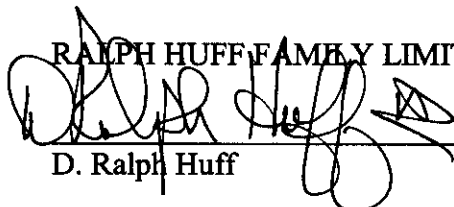
~~BK 6679 PG 094~~

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC."
CERTIFICATE

The foregoing By-laws were duly adopted by the Board of Directors of this Corporation on the 9th day of September, 2004.

RAIPH HUFF FAMILY LIMITED PARTNERSHIP, BY


D. Ralph Huff

SOSID: 740945
Date Filed: 8/26/2004 3:37:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200423700015

EXHIBIT "C"

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

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

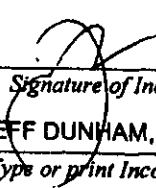
1. The name of the corporation is: CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.
2. (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).
3. The street address and county of the initial registered office of the corporation is:
 Number and Street 2929 BREEZEWOOD AVENUE, SUITE 200
 City, State, Zip Code FAYETTEVILLE, NC 28303 County CUMBERLAND
4. The mailing address *if different from the street address* of the initial registered office is:

5. The name of the initial registered agent is:
MALCOLM MCFADYEN
6. The name and address of each incorporator is as follows: JEFF DUNHAM
P.O. BOX 87009
FAYETTEVILLE, NC 28304
7. (Check either a or b below.)
 a. The corporation will have members.
 b. The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.
9. Any other provisions which the corporation elects to include are attached.
10. The street address and county of the principal office of the corporation is:
 Number and Street 2929 BREEZEWOOD AVENUE, SUITE 200
 City, State, Zip Code FAYETTEVILLE, NC 28303 County CUMBERLAND
11. The mailing address *if different from the street address* of the principal office is:

EXHIBIT "C" CONTINUED PAGE 2.

12. These articles will be effective upon filing, unless a later time and/or date is specified: _____

This is the 20th day of AUGUST, 20 04.



Signature of Incorporator
JEFF DUNHAM, INCORPORATOR

Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

Revised January 2000

Form N-01

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

EXHIBIT "C" CONTINUED PAGE 3

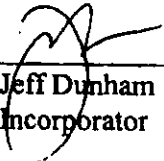
CUMBERLAND OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.

PROVISION FOR DISSOLUTION

(A Nonprofit Corporation)

In the event of a dissolution and/or liquidation of the Corporation, all of the residual assets of the Corporation shall be distributed to such organization that are exempt under Section 501(c)(3) or Section 528(c)(4) of the Code or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purposes of the Corporation.

IN WITNESS WHEREOF, the Incorporator has executed this Provision For Dissolution, this the 20th day of August, 2004.



Jeff Dunham
Incorporator

~~BK 6649 PG 847~~

Exhibit "C" or "D"

Undivided Percentage in Common Areas

Unit 100	24%
Unit 101	8%
Unit 102	17%
Unit 200	29%
Unit 201	9%
Unit 202	4%
Unit 203	9%

PREPARED BY AND RETURN TO JEFF DUNHAM
McCOY, WEAVER, WIGGINS, ET AL
202 FAIRWAY DRIVE, FAYETTEVILLE, NC 28305

FILE NO. jd

EXPLANATION STATEMENT OF CORRECT OBVIOUS ERRORS MADE IN AN INSTRUMENT AS
ORIGINALLY RECORDED

RE: BOOK 6649 PAGE 814

RECORDED IN THE CUMBERLAND COUNTY REGISTRY.

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND CONDOMINIUM OF CUMBERLAND OFFICE CONDOMINIUM

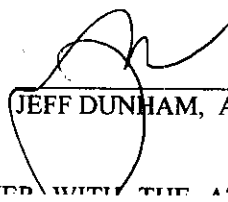
STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE FOLLOWING CORRECTIONS ARE MADE IN THE
ABOVE RECORDED INSTRUMENT IN ACCORDANCE WITH THE PROVISIONS OF N.C.G.S. 47-36.1
RATIFIED JUNE 30, 1986.

DESCRIPTION OF CORRECTIONS: THIS DECLARATION OF COVENANTS, CONDITIONS IS BEING RE-
RECORDED TO MAKE THE FOLLOWING CORRECTIONS:(1). ADD THE DATE OF THE DECLARATION,
9 SEPTEMBER, 2004. (2). PART I, CHANGE UNITS FROM 10 TO 7 (3). DEFINITIONS, SECTION 1,
CHANGE EXHIBIT B TO EXHIBIT C, THEN CHANGE EXHIBIT C TO EXHIBIT B. (4). ARTICLE II,
SECTION 6, CHANGE EXHIBIT B TO EXHIBIT D. (5). CHANGE THE 2ND ARTICLE VI TO ARTICLE VII.
(6). CHANGE ARTICLE VII TO ARTICLE VIII (7). CHANGE ARTICLE XI TO ARTICLE X (8). CHANGE
ARTICLE XII TO ARTICLE XI (9). CHANGE ARTICLE XIII TO ARTICLE XII (10). CHANGE ARTICLE XIV
TO ARTICLE XIII (11). CHANGE ARTICLE XV TO ARTICLE XIV (12). CHANGE THE SUMMIT AT
PURDUE TO CUMBERLAND OFFICE CONDOMINIUMS (13). REMOVE PARTIAL PARAGRAPH FROM
ARTICLE XV (14). CHANGE DATE ON DECLARANT (15). HAVE DECLARANT RESIGN SIGNATURE,
RE-NOTARIZE AND RE-DATE (16). EXHIBIT "B", ARTICLE I, ADD AUGUST 26, 2004 (17) ARTICLE XIV
ADD DATE 9 SEPTEMBER, 2004 (18). ADD NEW EXHIBIT "C", 3 PAGES (19) CHANGE EXHIBIT "C" TO
EXHIBIT "D" *and to add Jeff Dunham as prepaper.*

THIS THE 6 October 2004.



JEFF DUNHAM, ATTORNEY (SEAL)

THIS EXPLANATION STATEMENT TOGETHER WITH THE ATTACHED INSTRUMENT DULY BE

The foregoing Certificate(s) of Angela C Ashworth

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

J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By Regina Frazier Deputy/Assistant - Register of Deeds