

See Amended Dec in BK 690 Pg 101 6-15-90

STATE OF NORTH CAROLINA

BOOK 457 PAGE 482

ALAMANCE COUNTY

DECLARATION OF
BROOKWOOD GARDEN CONDOMINIUMS
PHASE I

CARTER INDUSTRIES INCORPORATED, a North Carolina corporation with its principal place of business in Salisbury, Rowan County, North Carolina (herein "Developer") does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership of BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, being the property and improvements hereinafter described.

1.
ESTABLISHMENT OF CONDOMINIUM

Developer is the owner of fee simple title to that certain real property located and situated in Alamance County, North Carolina, and which property is more particularly described on the Exhibit "A" attached hereto, and on which property there have been constructed 36 buildings containing a total of 148 living units and their supporting facilities and other appurtenant improvements.

Phase I is the first condominium phase of a series of 6 condominium phases which the Developer proposes to create, each of which, if developed, will be located within the real property described in Exhibit "A" attached hereto. All of these condominium units are being developed under a common plan which includes this Declaration, the features of which include common facilities and the providing of maintenance and other services through a common administration. Each parcel or tract of land, with the improvements thereon or to be placed thereon, which may be submitted to the condominium form of ownership pursuant to this Common Plan shall constitute an addition to the original Condominium and shall be designated consecutively as "Brookwood Garden Condominiums, Phase I"; "Brookwood Garden Condominiums, Phase II"; and such similar designation for each Phase through Phase VI. In addition, in order to facilitate the operation and administration of all phases of the condominium under the Common Plan, there shall be formed the non-profit corporation known as BROOKWOOD GARDEN ASSOCIATION, which shall have the general authority and responsibility for the operation and administration of the condominium and all of its dedicated phases. The authority and responsibility of BROOKWOOD GARDEN ASSOCIATION shall be as described in this Declaration, and its Articles of Incorporation and By-Laws.

Developer does hereby submit the property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference, and the improvements located thereon, to condominium ownership under the provisions of Chapter 47A of the General Statutes of North Carolina (unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, which shall contain 20 living units and their supporting facilities and other appurtenant improvements.

The buildings are constructed of wood frame and brick veneer materials. The property contains sufficient parking space to accommodate at least one automobile for each condominium unit. Each unit owner has the right to use such space for at least one automobile.

If additional phases are added, amendments to this Declaration shall be made to bring said phases under this Declaration and into the BROOKWOOD GARDEN ASSOCIATION.

2.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Filed simultaneously herewith and expressly made a part hereof in Plat Book 25, Pages 98 through 101, are a survey of the land and graphic descriptions and plans of the improvements constituting Phase I and proposed Phases II-VI, identifying the Units and Common Areas and Facilities, as said terms are hereinafter defined, and their respective locations and approximate dimensions. This Declaration, along with the said survey, graphic descriptions and plans, and any additions thereto, shall be termed the "Unit Ownership File" for purposes of this Declaration. Each Condominium unit is identified by specific numerical designation on said Unit Ownership File, and no Condominium Unit bears the same designation as any other Condominium Unit. Notwithstanding any other term or provision hereof, only Phase I of Brookwood Garden Condominiums as shown on said plats is submitted for Condominium ownership by these presents. If and when additional phases are added, amendments to this Declaration will be made and filed.

3.

DEFINITIONS

The Condominium consists of Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined.

A. Condominium Units as defined herein shall comprise the separate numerically identified Dwelling Units which are designated in said Unit Ownership File (and any subsequent additions), excluding all spaces and improvements lying:

- (1) Beneath the subflooring material of all floors;
- (2) Beneath the interior surfacing material of all perimeter walls, interior bearing walls and/or bearing partitions;
- (3) Above the interior surfacing material of the ceilings;

and further excluding all pipes, ducts, wires, conduits and other facilities for the furnishing of utilities and other services to Condominium Units and Common Areas and Facilities up to and including the point of entry of such pipes, ducts, wires, and conduits through the interior surfacing material for walls and ceilings and subflooring surfacing material for floors. All pipes, ducts, wires, conduits and other such facilities within the interior surfacing materials shall be a part of the respective Condominium Unit. The decoration and painting of the exterior surface of doors and window frames shall be the responsibility of the Association, as hereinafter defined.

B. Common Areas and Facilities (herein "Common Property") shall comprise all of the real property, improvements and facilities of the Condominium other than the Condominium Units and all personal property held and maintained for the use and enjoyment of all the Owners of Condominium Units.

The terms "Association of Unit Owners", "Building", "Common Areas and Facilities", "Common Expenses", "Common Profit", "Condominium", "Declaration", "Majority" or "Majority of Unit Owners", "Person", "Property", "Recordation", "Unit" or "Condominium Unit", "Unit Designation", and "Unit Owner", unless it is plainly evident from the context of this Declaration that a different meaning is intended, shall have the meaning set out in Section 3 of Chapter 47A of the General Statutes of North Carolina. The terms "75% of the members" or "75% of the membership", (or "3/4" in lieu of "75%") when used in the context of membership voting rights, shall mean the owners of at least 75% of the aggregate interest in the Common Areas and Facilities.

4.

OWNERSHIP OF CONDOMINIUM UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each Condominium Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit shall also own, as an appurtenance to the ownership of each said Condominium Unit, an undivided interest in the Common Property. The undivided interest appurtenant to each Condominium Unit shall be as set out in Exhibit "C" attached hereto and made a part hereof. The proportional interest in the Common Property that is appurtenant to each Condominium Unit has been determined by a ratio formulated upon the approximate

relation that the fair market value of each Unit at the date of the Declaration bears to the then aggregate fair market value of all of the Units having an interest in the Common Property. The fair market value of each Unit and the aggregate fair market value of all the Units have been determined by the Developer, and are binding upon all Unit Owners.

The Developer intends to, but does not obligate itself to, add additional phases to the Condominium. If said phases are added, they will be added in substantially the same manner as Phase I. An Amendment to Declaration shall be made to bring Phase II under this Declaration and the appurtenant undivided interest of each owner in the total common property shall decrease, upon the filing of the amendment for Phase II adding additional units and property thereto and shall become the undivided interest as set out on Exhibit "D" attached hereto and made a part hereof. If additional phases are added, then the appurtenant undivided interest of each owner in the total common property shall decrease in accordance with the following Phases and their corresponding attached exhibits:

Phase III	Exhibit E
Phase IV	Exhibit F
Phase V	Exhibit G
Phase VI	Exhibit H

5.

RESTRICTION AGAINST FURTHER SUBDIVISION OF CONDOMINIUM UNITS;
SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY PROHIBITED

No Condominium Unit may be divided or subdivided into a smaller Unit or Units than as shown in the Unit Ownership File nor shall any Condominium Unit or portion thereof be added to or incorporated into any other Condominium Unit. The undivided interest in the Common Property declared to be an appurtenance to each Condominium Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Condominium Unit, and the undivided interest in Common Property appurtenant to each Condominium Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Condominium Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Condominium Unit. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to or upon a Condominium Unit, shall be null and void insofar as it purports to affect any interest in a Condominium Unit and its appurtenant undivided interest in Common Property, unless it purports to convey, devise, or encumber the entire Condominium Unit. Any instrument conveying, devising, or encumbering any Condominium Unit, which describes said Condominium Unit by the numerical designation assigned thereto in the Unit Ownership File shall be construed to affect the entire Condominium Unit and its appurtenant undivided interest in the Common Property. No limitation is placed on the ownership of any Condominium Unit by any person as tenants in common, joint tenants, or as tenants by the entirety.

6.

THE CONDOMINIUM SUBJECT TO RESTRICTIONS

The Condominium Units, Common Property and Limited Common Areas are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said Condominium Units, Common Property and Limited Common Areas and setting forth the obligations and responsibilities incident to ownership of each Condominium Unit and its appurtenant undivided interest in the Common Property, and said Condominium Units, Common Property and Limited Common Areas are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the Condominium.

7.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Owners of Condominium Units for their use and the use

of their immediate families, guests and invitees, for all property purposes, and for the furnishing of services and facilities for which they are intended, and for the enjoyment of the Owners. Notwithstanding the foregoing, the Association, hereinafter defined, shall have the exclusive right to establish the rules and regulations pursuant to which the Owner of any Condominium Unit, his family, guests and invitees, may be entitled to use the Common Property, including the right to assign parking spaces, and to establish regulations concerning their use and maintenance.

8.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any Condominium Unit shall encroach upon any Common Property, or any other Condominium Unit for any reason not caused by the purposeful or negligent act of the Condominium Unit Owner, or agents of such Owners, then an easement appurtenant to such Condominium Unit shall exist for the continuance of such encroachment upon the Common Property or upon a Condominium Unit for as long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any Condominium Unit, then an easement shall exist for the continuance of such encroachment of the Common Property upon any Condominium Unit for so long as such encroachment shall naturally exist. If any Condominium Unit or Common Property shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction of such Unit and/or Common Property in accordance with Article 21 hereof, there exist encroachments of portions of the Common Property upon any Condominium Unit, or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Property, then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

9.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a Condominium Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners that the ownership of the Common Property be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Property appurtenant to each Condominium Unit shall remain undivided and no Unit Owner shall

10.

ADMINISTRATION OF THE CONDOMINIUM BY BROOKWOOD GARDEN ASSOCIATION

To efficiently and effectively provide for the administration of the Condominium by the Owners of the Condominium Units, a non-profit North Carolina corporation known and designated as BROOKWOOD GARDEN ASSOCIATION (herein "Association") has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said By-Laws and Articles of Incorporation are annexed hereto and expressly made a part hereof as Exhibits I and J, respectively. The Owner or Owners of each Condominium Unit shall automatically become members of the Association upon acquiring an ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Property, such membership shall terminate automatically upon the Owner or Owners being divested of such ownership interest in the title to such Condominium Unit, regardless of how such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, the Association is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and to collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Condominium Units and Common Property as its Board of Directors may deem to be in its best interest.

11.

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM UNITS

Each Condominium Unit is hereby restricted to residential use by its Owner, his immediate family, guests, invitees and lessees. With the exception of a lender in possession of a Condominium Unit following a default in a first deed of trust, a foreclosure proceeding or any deed in lieu of foreclosure, no Unit Owner shall lease his Unit for transient, hotel or commercial purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement must provide that it shall be subject to the provisions of this Declaration, and that any failure by the lessee to comply with

the terms hereof shall be a default under the lease, and shall be in writing. There is no other restriction on the right of any Unit Owner to lease his Unit.

12.

USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use and maintenance of all Common Property by the Owner or Owners of all Condominium Units, and all other parties authorized to use the same, shall be subject to such rules and regulations as may be prescribed and established by the Association.

13.

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES:
RESTRICTION AGAINST NUISANCES

No immoral, improper, offensive or unlawful use shall be made of any Condominium Unit or of the Common Property, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Owner of any Condominium Unit shall permit anything to be done or kept in his Condominium Unit, or on the Common Property, which will increase the rate of insurance on the Condominium, or which will interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, nor shall any Owner undertake any use which shall constitute a nuisance to any other Owner of a Condominium Unit, or which interferes with the peaceful possession and proper use of any other Condominium Unit or the Common Property.

14.

RIGHT OF ENTRY INTO CONDOMINIUM UNITS IN EMERGENCIES AND FOR
MAINTENANCE OF COMMON PROPERTY

In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by either, shall have the right to enter such Condominium Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

Whenever it may be necessary to enter any Condominium Unit in order to perform any maintenance, alteration or repair to any portion of the Common Property, the Owner of each Condominium Unit shall permit other Owners or their representatives, or an agent of the Association, to enter such Condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice.

15.

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY CONDOMINIUM
UNITS: NO RIGHT TO ALTER COMMON PROPERTY

No Owner of a Condominium Unit shall permit any structural modification or alteration to be made to such Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine that such structural modifications or alterations would adversely affect or in any manner endanger the Condominium in part or in its entirety. No Owner shall cause any improvements or changes to be made on the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae or any other objects or machines which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association being first obtained. No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Property (including the location or construction of fences and the planting or growing of flowers, trees, shrubs or any other vegetation) or in any manner change the appearance of the Common Property or Limited Common Property without the written consent of the Association being first obtained.

16.

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE COMMON PROPERTY
AND ASSESSMENT THEREFOR

The Association shall have the right to make such alterations or improvements to the Common Property which do not prejudice the rights of the Owner of any Condominium Unit in the use and enjoyment of his Condominium Unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and their costs shall be common expenses to be assessed and collected

from all of the Owners of Condominium Units. However, where any alterations and improvements are exclusively or substantially for the benefit of the Owner or Owners of certain Condominium Unit or Units requesting them, then the cost of such alterations or improvements shall be assessed against and collected solely from the Owner or Owners of the Condominium Unit or Units exclusively or substantially benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

17.

MAINTENANCE AND REPAIR BY OWNERS OF CONDOMINIUM UNITS

Every Owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair and replacement of all heating and air conditioning equipment regardless of where located, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Condominium Unit. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all walls, ceilings and floors within his Unit including painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The Owner of a Condominium Unit who has exclusive use of any Limited Common Area shall maintain such at his own expense. All doors, window frames, panes and screens are a part of the respective Condominium Units and shall be maintained by the respective Unit Owners.

18.

MAINTENANCE AND REPAIR OF COMMON PROPERTY BY THE ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property for the furnishing of utility, heating and other services to the Condominium Units and said Common Property, and should any incidental damage be caused to any Condominium Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Property, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair and replacement of any item for which the Association are obligated to maintain, replace or repair at its expense is occasioned by any act of a Condominium Unit Owner, his immediate family, guests, or invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Unit Owner who is responsible for the act causing the damage (whether done by himself or by his family, guests or invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

19.

AUTHORITY TO PURCHASE INSURANCE

Insurance policies upon the Property (except title insurance) shall be purchased by the Association in the name of the Board of Directors of the Association, as Trustees for the Condominium Unit Owners, for the benefit of the Condominium Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages on the Condominium Units or any of them, and if the companies writing such policies will agree, the policies shall provide that the insurer waives its rights of subrogation as to any claims against Condominium Unit Owners, the Association and their respective servants, agents and guests. Each Condominium Unit Owner may

obtain insurance, at his own expense, affording coverage upon his Condominium Unit, his personal property and for his personal liability and as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation referred to above if available.

20.

INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF INSURANCE PROCEEDS

A. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium Units and Common Property:

(1) Casualty insurance covering the buildings and all improvements upon the land and all personal property subject to this Declaration and any additions added by amendment, except such personal property as may be owned by the Condominium Unit Owners, shall be procured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations, streets and parking facilities) as determined annually by the insurance company affording such coverage, and provided that such policies may be written on a co-insurance basis of not less than eighty percent (80%). If co-insurance is purchased by the Association, an insurance policy with an agreed amount endorsement or its equivalent will be obtained. Such coverage shall afford protection against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; (b) such other risks as from time to time customarily are covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

(2) Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, including legal liability, hired automobiles, non-owned automobile and off-premises employee coverages.

(3) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium Unit Owner.

(4) Fidelity Coverage protecting against dishonest acts by Association officers, directors, trustees, and employees and all others who are responsible for handling funds of the Association in the amount of one year's operating budget, plus projected reserve balances during the budget year. If professional management is obtained by the Association and it has this coverage and it handles the funds, then this requirement will be satisfied.

B. Premiums for insurance policies purchased by the Association shall be paid by said Association and charged as Common Expense.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds in trust for the benefit of the Association, the Condominium Unit Owners and their respective mortgagees in the following shares:

(1) Proceeds on account of damage to Common Property: in undivided shares for each Condominium Unit Owner and his mortgagee, if any, which is set forth as the Condominium Unit Owner's share as then exists under paragraph 4 above.

(2) Proceeds on account of damages to Condominium Units shall be held in the following undivided shares:

(a) Partial destruction when the Condominium is to be restored: for the Owners of damaged Condominium Units in proportion to the costs of repairing the damage suffered by each damaged Condominium Unit;

(b) Total destruction of the Condominium or where the Condominium is not to be restored: for all Condominium Unit Owners and their mortgagees, the share of each being set forth in Paragraph 4 above.

D. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held for the mortgagee and the Condominium Unit Owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

E. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Condominium Unit Owners in the following manner:

(1) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Condominium Unit Owners, all remittances to Condominium Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

(2) If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Condominium Unit Owners, and their mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

F. Each Unit Owner, at his expense, shall keep in force comprehensive personal liability insurance covering liability for damages to person or property of others located within such Owner's Unit, or another Unit, or upon the Common Area and facilities in such amounts as the Board of Directors shall, from time to time, determine; but in no case less than \$100,000 for each occurrence.

21.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE; DAMAGE TO COMMON PROPERTY; DAMAGE TO CONDOMINIUM UNITS

A. If any part of the Common Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair it shall be made as follows:

(1) Partial destruction shall be destruction of two-thirds (2/3) or less of the building. In the event of partial destruction, the Common Property shall be reconstructed or repaired unless this Declaration is terminated by the unanimous vote of all of the Condominium Unit Owners at a meeting of the members of the Association called and held prior to commencement of such reconstruction or repair.

(2) Total destruction shall be destruction of more than two-thirds (2/3) of the building. In the event of total destruction, the Common Property shall not be reconstructed or repaired if, at a meeting which shall be called within thirty (30) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such adjustment, Condominium Unit Owners who own three-fourths (3/4) or more of the building vote against reconstruction or repair.

(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications contained herein.

B. If the damage is only to those parts of one or more Condominium Units for which the responsibility for maintenance and repair is that of the Unit Owner, the Condominium Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:

(1) Immediately after the casualty causing damage to property for which the Association has the responsibility for maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Boards of Directors deem appropriate.

(2) When the damage is to both Common Property and Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Property and the balance to the Condominium Units.

C. Each Condominium Unit Owner delegates to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Condominium Unit.

22.

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The Association shall maintain a Register setting forth the names of the Owners of all of the Condominium Units. In the event of the transfer of any Condominium Unit to a third party, the transferee shall notify the Association in writing of his

interest in such Condominium Unit, together with the recording information necessary to identify the instrument by which the transferee has acquired his interest. The Owner of each Condominium Unit shall also notify the Association of the parties holding any mortgage on any Condominium Unit, the amount of such mortgage and the recording information necessary to identify the mortgage. The holder of any mortgage upon any Condominium Unit may notify the Association of the existence of any mortgage and the Association shall register in its records all pertinent information relating thereto.

23.

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium as being in the best interest of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Condominium Units, costs and expenses (herein "common expense"). To provide the funds necessary for such proper operation, management and capital improvement, the Association has been granted the right to make, levy and collect assessments against the Unit Owners and their Condominium Units. In furtherance thereof, the following provisions shall be operative and binding upon the Owners of all Condominium Units:

A. All assessments levied against the Unit Owners and their Condominium Units shall be uniform and, unless specifically otherwise provided for herein, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Property appurtenant to each Condominium Unit bears to the total undivided interest in Common Property appurtenant to all Condominium Units. Should the Association be the Owner of a Condominium Unit or Units, the assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Units by the Association, shall be apportioned and assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interests in Common Property exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Assessments provided for herein shall be payable in monthly installments, or in such other manner as the Board of Directors of the Association shall determine. Such assessments shall commence for each Unit when selected by the Board of Directors of the Association.

C. The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year (which shall correspond to the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first Condominium Unit). Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The Board of Directors shall keep separate, in accordance with paragraph "D" hereof, items relating to operation and maintenance from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies shall be delivered to each Owner of a Condominium Unit and the assessment for said year shall be established based upon such budget, although the non-delivery of a copy of it to each Owner shall not affect the liability of any Owner for such assessment. A majority of the Owners must approve an increase in the yearly assessment paid monthly if this increase exceeds the previous year's assessment by an amount greater than the percentage increase in the Consumer Price Index compiled by the Bureau of Labor Statistics of the United States Department of Labor from January 1 of the prior year to January 1 of the current year.

D. The Board of Directors of the Association, in establishing the Annual Budget for operation, management and maintenance of the Condominium, shall designate a sum to be collected and maintained as a reserve fund for replacement of and capital improvements to the Common Property (herein "Capital Improvement Fund") which shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Property, and the replacement of personal property constituting a portion of the Common Property held for the joint use and benefit of the Owners of Condominium Units. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Property. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and shall be used only to make

capital improvements to Common Property. Any interest earned on the Capital Improvement Fund may be expended for current operation and maintenance.

E. All funds collected by the Association shall be treated as the separate property of the Association, and such funds may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by this Declaration, the Articles of Incorporation and the By-Laws of the Association. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Property, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Condominium Unit. When the Owner of a Condominium Unit shall cease to be a member of the Association, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all funds which any Owner has paid to the Association shall constitute an asset of the Association which may be used in the operation and management of the Condominium.

F. The payment of any assessment or installment thereof shall be in default, if such assessment or installment is not paid to the Association within thirty (30) days of its due date. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at twelve (12%) percent per annum until paid in full to the Association.

G. The Owner or Owners of each Condominium Unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, which may be levied by the Association against such Condominium Unit while such party or parties are Owner or Owners of a Condominium Unit. In the event that any Unit Owner or Owners are in default in payment of any assessment or installment owed to the Association, such Unit Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided; and for all costs of collecting such assessment or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not.

H. No Owner of a Condominium Unit may exempt himself from liability for any assessment levied against him or his Condominium Unit by waiver of the use of enjoyment of any of the Common Property, or by abandonment of the Condominium Unit or in any other way.

I. Recognizing that proper operation and management of the Condominium requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Condominium Units, and that the payment of such common expenses represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of each Unit Owner, the Association is hereby granted a lien upon each Condominium Unit and its appurtenant undivided interest in Common Property, which lien shall secure the funds due for all assessments now or hereafter levied against the Owner of each such Condominium Unit, which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said Condominium Unit. The lien granted to the Association may be foreclosed in the same manner that real estate deeds of trust and mortgages of said lien, the Association shall be entitled to reasonable rental from the Owner of any Condominium Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, including interest at twelve (12%) percent on any such advances so made. All persons who shall acquire any interest in the ownership of any Condominium Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Unit expressly subject to such lien rights.

J. The lien herein granted to the Association shall be enforceable from the time of recording a claim of lien in the Public Records of Alamance County, North Carolina, which claim shall state the description of the Condominium Unit encumbered thereby, the name of the record owner, the amount due and the date when due. The claim of lien shall be recordable any time after default and the lien shall continue

in effect until all sums secured by said lien shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon. It shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, it shall be satisfied of record.

The lien provided for herein shall be subordinated to the lien of any mortgage or deed of trust. Any person, firm or corporation acquiring title to any Condominium Unit and its appurtenant undivided interest in Common Property by any foreclosure, deed in lieu of foreclosure, or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable for said Condominium Unit and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Condominium Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Condominium Units as a part of the common expense, although nothing herein contained shall release the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

K. Whenever any Condominium Unit may be leased, sold or mortgaged by the Owner thereof, the Association, upon written request of the Unit Owners, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by such Unit. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Owner of said Condominium Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to the payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the Owner of any Condominium Unit who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Condominium Unit, the purchaser thereof shall be jointly and severally liable with seller for all unpaid assessments against seller made prior to the time of such voluntary conveyance, without prejudice to the rights of the purchaser to recover from seller the amounts paid by purchaser therefor.

Institution of a lawsuit to attempt to collect the payment of any delinquent assessment shall not be an election by the Association which shall prevent it from thereafter seeking, by foreclosure action, enforcement of the collection of any sums remaining owing to it, nor shall proceeding by foreclosure to attempt such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to Association.

24.

COMMON SURPLUS

"Common Surplus", meaning all funds and other assets of the Association (including excess of receipts of the Association, including but not limited to assessments, rents, profits and revenues from whatever source over amount of the common expense), shall be owned by the Owners of all Condominium Units in the same proportion that the undivided interest in Common Property appurtenant to each Owner's Condominium Unit bears to the total of all undivided interest in Common Property appurtenant to all Condominium Units; 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 limitations and restrictions upon the use and distribution thereof. Except for distribution of any insurance indemnity 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 of Condominium Units in accordance with their percentage interest in common surplus as declared herein.

25.

TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

A. The termination of the Condominium may be effected only by the unanimous agreement of all Condominium Unit Owners expressed in an instrument duly recorded; and, provided that the holders of all liens affecting any of the Condominium Units consent thereto, or agree, by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Condominium Unit Owner in the Property as provided in subparagraph "C" below. The termination shall become effective when such agreement has been recorded in the public records of Alamance County, North Carolina.

B. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed after casualty, the Condominium plan of ownership shall be terminated and the Declaration of Condominium revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the public records of Alamance County, North Carolina.

C. After termination of the Condominium, the Condominium Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Condominium Unit or Units formerly owned by such Condominium Unit Owners shall have mortgages and liens upon the respective undivided shares of the Condominium Unit Owners. The undivided share or interest owned as tenants in common shall be that percentage of the undivided interest in the Common Area and Facilities previously owned by each Unit Owner. All funds held by the Association and insurance proceeds, if any, shall be held for the Unit Owners in the same proportion. The costs incurred by the Association in connection with the termination shall be a Common Expense.

D. Following termination, the property may be partitioned and sold upon the application of any Condominium Unit Owner. Following a termination, if the Board of Directors determines by not less than a three-fourths (3/4) vote to accept an offer for the sale of the property, each Condominium Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such form as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

E. The members of the Board of Directors acting collectively as agent for all Condominium Unit Owners, shall continue to have such powers as granted herein, even though the Association may be dissolved upon a termination.

26.

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

A. Developer shall have the right to amend this Declaration at any time prior to October 1, 1985, without the further consent of the Unit Owners and Institutional Lenders, to incorporate into the Property (i) all the land described in Exhibit "A" attached hereto and incorporated herein by reference and (ii) the additional dwelling units located thereon, in Phases II, through VI. In the event that this Declaration is so amended, the term "Property" as used herein shall be deemed to include such of the additional property described in Exhibit "A" which is subject of the Amendment and all improvements and structures now or hereafter placed by Developer thereon, all easements, rights and appurtenances thereto, and all articles of personal property provided by Developer and intended for use in connection therewith. Upon such Amendment, the undivided interest appurtenant to each Condominium Unit shall be decreased as set out in paragraph 4 hereof. The additional units shall be of comparable quality as, and of substantially the same architectural style, or compatible with, the original units. No amendment made by Developer in accordance with this paragraph shall divest an Owner of any portion of his Dwelling Unit without the consent of such Owner and no such amendment shall materially alter the plan of development set forth herein without the consent of all Owners affected thereby. Each Unit Owner and each Institutional Lender shall further be deemed by the Owner's acceptance of a deed to a Condominium Unit to have appointed Developer their attorney-in-fact to give, execute and record the consent of said Owner and said Institutional Lender to any and all amendments to this Declaration which Developer may wish to execute pursuant to the powers herein reserved.

** Amended per Esting A/C approved*

BOOK 457 PAGE 404

B. Except for amendment pursuant to subparagraph A, an amendment to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by the members of the Association owning a majority of the Condominium Units, whether meeting as members or by instrument in writing signed by them. Upon any Amendment to this Declaration being proposed by the Board of Directors or members, such proposed Amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment. It shall be the duty of the Secretary to give to each member written notice of such Special Meeting, stating the time and place, and reciting the proposed Amendment in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the Amendment proposed must be approved by an affirmative vote of seventy-five (75%) percent of the members owning Units in the Condominium in order for such Amendment to become effective. Thereupon such Amendment of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original or an executed copy of such Amendment so certified and executed with the same formalities as a deed, shall be recorded in the Alamance Public Registry within twenty (20) days from the date on which the same became effective. At any meeting held to consider such Amendment, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting or at such meeting.

C. No alteration in the percentage of ownership in Common Property appurtenant to each Condominium Unit, or alteration of the basis for sharing common expenses and other apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, or alteration of basis of ownership of Common Surplus, or alteration of voting rights in the Association, shall be made without the prior written consent of all of the Owners of all Condominium Units and all of the Lenders holding first mortgages or first deeds of trust on the Condominium Units, subject to the provisions for adding additional phases pursuant to subparagraph A above.

D. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of a Lender shall be made without prior written consent of all Lenders holding mortgages on Condominium Units in the Condominium being first had and obtained.

E. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Developer shall be made without the written consent of said party being first had and obtained.

27.

REMEDIES IN EVENT OF DEFAULT

The Owner or Owners of each Condominium Unit shall be governed by and shall comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time. A default by the Owner of any Condominium Unit shall entitle the Association or the Owner of other Condominium Units to the following relief:

A. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

B. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance

rates occasioned by use, misuse, occupancy or abandonment of a Condominium Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

D. The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such right, provisions, covenant or condition in the future.

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

F. The failure of Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or other above-mentioned documents shall not constitute a waiver of the right of Developer to thereafter enforce such right, provision, covenant or condition in the future.

G. The failure of a Lender to enforce any right, provision, privilege, covenant or condition which may be granted to it or them by this Declaration or other above-mentioned documents, shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant or condition in the future.

28.
RIGHTS RESERVED UNTO LENDERS

As long as any Lender shall hold any mortgage upon any Condominium Unit or Units, or shall be the Owner of any Condominium Unit or Units, such Lender shall have the following rights:

- A. To approve the company or companies with whom casualty insurance is placed.
- B. To examine, upon request and at reasonable times and upon reasonable notice, the books and records of the Association; and to be furnished at least one copy of the Annual Audited Financial Statement and Report of the Association prepared by a Certified Public Accountant designated by the Association, such Financial Statement and Report to be furnished by April 1 of each calendar year.
- C. To be given written notice by the Association of the call of any meeting of the membership, which notice shall state the purpose of such meeting; and to designate a representative to attend.
- D. To be given written notice of any default of any obligation by any Owner owning a Condominium Unit encumbered by a mortgage held by the Lender, such notice to be sent to the place which it may designate in writing.
- E. To be given written notice of any loss to or taking of, the common elements of the Condominium if such loss or taking exceeds \$10,000 or damage to a Condominium Unit in excess of \$1,000.
- F. To receive written notice of any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority.

Whenever any Lender desires the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated herein, identifying the Condominium Unit or Units upon which any such Lender holds any mortgage, or identifying any Condominium Units owned by it, together with sufficient facts to identify such mortgage and which notice shall designate the place to which notices are to be given by the Association to such Lender.

RIGHT OF DEVELOPER TO REPRESENTATION ON BOARD OF DIRECTORS OF THE ASSOCIATION

So long as Developer owns twenty-five percent (25%) of the total Condominium Units in the Condominium, but in any event, no longer than October 1, 1985, Developer shall have the right to designate and select a majority of the persons who shall serve as members of the Board of Directors of the Association.

In the event of dissolution of Developer at the time when it is the Owner of a Condominium Unit, then the rights of the Developer shall pass to and may be exercised by its successors receiving ownership of any such Condominium Unit in dissolution.

Whenever Developer shall be entitled to designate and select any person to serve on the Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by Developer need not be a resident in the Condominium. However, Developer shall be responsible for the payment of any assessments which may be levied by the Association against any Condominium Unit or Units owned by the said Developer, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner of a Condominium Unit or Units.

30.

MISCELLANEOUS

A. In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants hereof or the remaining portions of any terms provisions or covenants held to be partially invalid or unenforceable.

B. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Throughout this Declaration wherever appropriate the singular shall include the plural and the masculine gender the feminine or neuter. The Article headings are for convenience of reference only and shall not be considered terms of this Declaration.

C. The restrictions and burdens imposed by the covenants of this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Condominium Unit and its appurtenant undivided interest in Common Property. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Condominium Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

D. The following named individual is designated as the person to receive service of process for the Association:

SCOTT CARTER
c/o Barnes, Wadford & Carter, P.A.
P.O. Box 1123, 38 North Main Street
Weaverville, North Carolina 28787

IN WITNESS WHEREOF, CARTER INDUSTRIES INCORPORATED, has caused these presents to be executed in its name, by its President and its Corporate Seal to be hereunto affixed, attested by its Secretary this 1st day of October, 1980.

CARTER INDUSTRIES INCORPORATED

By Robert A. Amherman
President

[Signature]
Secretary
(Corporate seal)

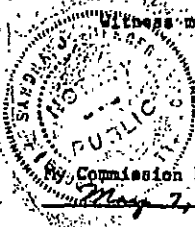
STATE OF NORTH CAROLINA

BOOK 457 PAGE 497

COUNTY OF Ramsey

I, Sandra J. Messer, a notary public in and for said county and state do hereby certify that P. W. Carter personally came before me this day and acknowledged that he is Secretary of CARTER INDUSTRIES INCORPORATED, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and official seal this the 10th day of October, 1980.



Sandra J. Messer
Notary Public

STATE OF
COUNTY OF

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

WITNESS my Hand and Notarial Seal, this _____ day of _____, 1980.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF

The foregoing certificates of Sandra J. Messer, Elizabeth Mills Cooper, are certified to be correct. This instrument was presented for registration this 21 day of Oct., 1980, at 5:00 P.M., and duly recorded in the Office of the Register of Deeds of Alamance County, in Book 457, page 411.

This 27 day of October, 1980.

REGISTER OF DEEDS, Alamance COUNTY

Herbert T. Hartis

By: Theresa H. Pittman
Assistant/Deputy

HSVL ←

JOHN A. CARTER, holder of a Promissory Note, secured by a Deed of Trust on the property described in Exhibit "A" hereof, and Lucille Carter, his wife, and Scott Carter, as Trustees under said Deed of Trust, join in the execution hereof for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this Declaration of Condominium.

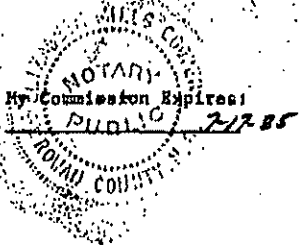
John A. Carter (SEAL)
JOHN A. CARTER

Lucille B. Carter (SEAL)
LUCILLE CARTER

STATE OF NORTH CAROLINA
COUNTY OF Ransom

I, Elizabeth Mills Cooper, a Notary Public of said County and State do hereby certify that JOHN A. CARTER and wife, LUCILLE CARTER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 10th day of October, 1980.



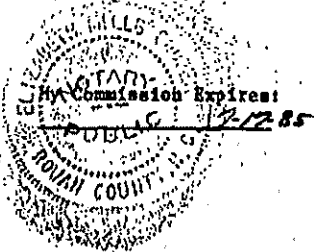
Elizabeth Mills Cooper
NOTARY PUBLIC

Scott Carter (SEAL)
SCOTT CARTER

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE Ransom

I, Elizabeth Mills Cooper, a Notary Public of said County and State do hereby certify that SCOTT CARTER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 10th day of October, 1980.



Elizabeth Mills Cooper
NOTARY PUBLIC

EXHIBIT "A"

Lying and being in the City of Burlington, County of Alamance,
State of North Carolina, and being more particularly described as
follows:

BEGINNING at an iron stake in the North margin of West Front
Street, corner with the R. G. Hornady Estate; thence along the Northern
margin of West Front Street as follows: North 88 deg. 3 min. West
49.66 feet to a stake in the Eastern margin of Warwick Drive in its
intersection with West Front Street; thence crossing Warwick Drive and
continuing with the Northern margin of West Front Street as follows:
North 86 deg. 12 min. 0 sec. West 423.0 feet; North 84 deg. 27 min. 0
sec. West 178.40 feet to an existing iron pipe; thence North 3 deg. 36
min. 30 sec. East 864.57 feet to an existing iron pipe; thence South
86 deg. 13 min. 0 sec. East 346.22 feet; thence North 3 deg. 47 min. 0
sec. East 149.78 feet; thence South 86 deg. 13 min. 0 sec. East 560.0
feet; thence South 3 deg. 48 min. 0 sec. West 175.0; thence South 86
deg. 12 min. 0 sec. East 27.67 feet; thence South 3 deg. 48 min. 0
sec. West 625.11 feet; thence North 86 deg. 12 min. 0 sec. West 280.0
feet; thence South 3 deg. 48 min. 0 sec. West 218.35 feet to the point
of BEGINNING.

EXHIBIT "B"

LYING AND BEING in the City of Burlington, Alamance County, North Carolina, containing 1.6239 acres, more or less, and being Phase I of Brookwood Garden Condominium, more particularly described as follows:

BEGINNING at a point in the Northern margin of West Front Street (said point being the following calls and distances from the beginning point of the description contained in Exhibit "A" of this Declaration: from said beginning point of Exhibit "A", North 88 deg. 3 min. West 49.66 feet; North 86 deg. 12 min. 0 sec. West 138.85 feet; North 86 deg. 12 min. 0 sec. West 69.15 feet to the beginning point of this Exhibit "B"); thence from said beginning point with the North margin of West Front Street as follows: North 86 deg. 12 min. 0 sec. West, 215.0 feet; North 84 deg. 27 min. 0 sec. West 178.40 feet to a existing iron pipe; thence North 3 deg. 36 min. 30 sec. East 190.81 feet to a stake; thence new lines as follows: South 86 deg. 12 min. East 308.0 feet to a stake; South 27 deg. 42 min. East 164.50 feet to a stake; South 3 deg. 48 min. West 56.0 feet to the point of BEGINNING.

Reference is made to the "Unit Ownership File" of Brookwood Garden Condominium which is of record in the Alamance County Registry for a description of the number of stories, location of basements where they exist, location of the buildings and the individual units, the approximate area and number of rooms in each unit, and immediate common area to which each has access.

STATE OF NORTH CAROLINA

ALAMANCE COUNTY

ARTICLES OF INCORPORATION

OF

BROOKWOOD GARDEN ASSOCIATION

The undersigned natural person, over the age of eighteen, has executed these Articles of Incorporation for the purpose of forming a non-profit corporation according to the provisions of Chapter 55A of the North Carolina General Statutes and does hereby certify as follows:

I.

The name of the corporation shall be BROOKWOOD GARDEN ASSOCIATION, hereinafter referred to as "the Corporation".

II.

The duration of the Corporation shall be perpetual.

III.

The Corporation does not contemplate pecuniary gain or profit to the members thereof and no part of the Corporation's net income shall inure to the benefit of any of its officers, directors or members or any other private individual. The purposes and objects of the Corporation shall be to administer the operation and management of BROOKWOOD GARDEN CONDOMINIUMS (hereinafter called "the Condominium"), a series of condominiums to be established in Phases in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Alamance County, North Carolina, and more particularly described in Exhibit "A" of the formal Declaration of Condominium which will be recorded in the Public Records of Alamance County, North Carolina, said Exhibit and Declaration of Condominium being incorporated herein by reference; to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorization contained in these Articles of Incorporation and the Declaration of Condominium and each subsequent amendment thereto at the time said property, and the improvements now or hereafter situate thereon, are submitted to the plan of Condominium Ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium.

IV.

The principal and registered office of the Corporation is located at: The Offices of Barnes, Wadford & Carter, P.A., 38 North Main Street, Weaverville, Buncombe County, North Carolina; and the initial registered agent of the Corporation at such address is: Scott Carter.

V.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Non-Profit Corporations under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation under any other applicable laws of the State of North Carolina, including the Unit Ownership Act.

2. The Corporation shall have all the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of Condominium Units and Common Property in the Condominium as said terms may be defined in said Declarations of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said

Declarations of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declarations of Condominium.

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property, and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.

(d) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declarations of Condominium to have approval of the Board of Directors or membership of the Corporation.

(e) To acquire and enter into, now or at any time hereafter, leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in land or facilities including, but not limited to, swimming pools, tennis courts, and other recreation facilities whether or not contiguous to the lands of the Condominium to provide enjoyment, recreation or other use or benefit to the owners of Condominium Units.

(f) To enforce the provisions of the Declarations of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Condominium as the same may be hereafter adopted, and the rules and regulations governing the use of the Condominium as the same may be hereafter established.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

VI.

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The Owners of all Condominium Units in the Condominium shall be members of the Corporation, and no other person or entities shall be entitled to membership, except as provided in item (3) of this Article VI.

2. Membership shall be established by the acquisition of fee title to a Condominium unit in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Condominium Units or who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain title to or a fee ownership interest in any Condominium Unit.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

4. On all matters which the membership shall be entitled to vote, each Condominium Unit shall have a vote equal to its appurtenant undivided interest in the Common Area as set forth in Paragraph 4 of the Declaration of Condominium. The vote of each Unit may be cast or exercised by the Owner or Owners of each Condominium Unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast the votes associated with each Condominium Units owned in the manner provided by said By-Laws.

5. Until such time as the property constituting Phase I, and the improvements constructed thereon, are submitted to a plan of condominium ownership by the recordation of the Declaration of Condominium for Phase I, the membership of the Corporation shall be comprised of the three (3) individuals named in Article X hereof as the initial Board of Directors of the Corporation, and each such individual shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice-President, Secretary and Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII.

The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, so long as Carter Industries, Incorporated, a North Carolina corporation, owns twenty-five percent (25%) of the total Condominium Units in the Condominium, but in any event, not longer than October 1, 1985, said Carter Industries, Incorporated, shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation. Carter Industries, Incorporated, may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation, and such person or persons so designated and selected need not be a resident of the Condominium.

IX.

The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

X.

The names and post office addresses of the initial Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws and the laws of the State of North Carolina, shall hold office until the first Annual Meeting of the Membership (or until their successors are elected and qualified) are as follows:

<u>NAME</u>	<u>ADDRESS</u>
PAUL W. CARTER	1000 N. Long Street Salisbury, N.C. 28144
JOHN A. CARTER	1000 N. Long Street Salisbury, N.C. 28144
DAVID KRUG	1610 E. Morehead Street Charlotte, N.C. 28207

XI.

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws provide.

XII.

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XIII.

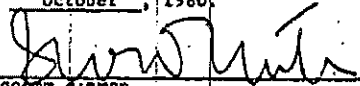
An amendment or amendments to these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the Board of Directors.

XIV.

The name and address of the incorporator is as follows:

SCOTT CARTER
c/o Barnes, Wadford & Carter, P.A.
P.O. Box 1123, 38 N. Main Street
Weaverville, North Carolina 28787

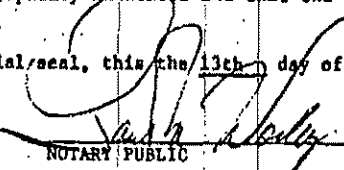
IN TESTIMONY WHEREOF, I, being the incorporator, have hereunto set my hand and seal, this the 1st day of October, 1980.

 (SEAL)
SCOTT CARTER

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, the undersigned Notary Public hereby certify that SCOTT CARTER personally appeared before me, and being by me first duly sworn, declares that he signed the foregoing document in the capacity indicated and that the statements therein contained are true.

WITNESS my hand and notarial seal, this the 13th day of October, 1980.


NOTARY PUBLIC

My Commission Expires:
4/27/81

BY-LAWS
OF
BROOKWOOD GARDEN ASSOCIATION

A Corporation Not for Profit Under
the Laws of the State of North Carolina

I.
IDENTITY

These are the By-Laws of BROOKWOOD GARDEN ASSOCIATION, a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the Office of the Secretary of State (herein "Association"). It has been organized for the purpose of administering the operation, management and maintenance of BROOKWOOD GARDEN CONDOMINIUMS, a series of condominiums to be established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Alamance County, North Carolina, and described in Exhibit "A" of the Declaration of Condominium and each subsequent amendment thereto, and incorporated herein by reference (herein "Condominium").

A. The provisions of these By-Laws are applicable to the Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorization contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Alamance County Public Registry, North Carolina, at the time said property and the improvements now situated thereon are submitted to the plan of condominium ownership, the terms and provisions submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever they may be in conflict herewith.

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

C. The office of the Association shall be at such place in Burlington, North Carolina, as the Board of Directors shall designate from time to time.

D. The fiscal year of the Association shall be the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first Condominium Unit.

II.
MEMBERSHIP, VOTING, QUORUM, PROXIES

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

B. A quorum at members' meetings 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. The vote of the Owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the one person named in a Certificate signed by all of the Owners of the Condominium Unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Owners shall not be considered for any purpose.

D. 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 before the appointed time of the meeting.

E. Approval or disapproval of a Unit 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.

F. The terms "75% of the members" or "75% of the membership", (or "3/4" in lieu of "75%") when used in the context of membership voting rights, shall mean the owners of at least 75% of the aggregate interest in the Common Areas and Facilities.

G. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, 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 members' meeting at which a quorum is present shall be binding upon the members.

III.

ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

A. The Annual Members' Meeting shall be held at a time and place designated by the Board of Directors, on the first Tuesday in April of each year that is not a legal holiday for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such Officers upon receipt of written request from members of the Association owning a majority of the Condominium Units.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other Officer of the Association in absence of said Officers, to each member, unless waived in writing, such notice to be written and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or delivered personally to each member within said time. If delivered 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 post office address as it appears on the Register of Owners of the Association as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

Any member may, by signed written waiver of notice, waive such notice and, 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 members' 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 of Condominium) the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. The order of business as far as practical at any members' meetings, shall be:

1. Calling of the roll and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of any unapproved minutes;
4. Reports of Officers;
5. Reports of Committees;
6. Appointment of Inspectors of Election by Chairman;
7. Unfinished business;
8. New business; and
9. Adjournment.

IV.

BOARD OF DIRECTORS

A. The initial Board of Directors of the Association and each succeeding Board of Directors shall consist of three (3) persons. At least a majority of the Board of Directors shall be members or employees of a corporate member of the Association. Notwithstanding the foregoing, so long as the developer, CARTER INDUSTRIES, INCORPORATED, a North Carolina corporation (herein "Developer") owns twenty-five percent (25%) of the total Condominium Units in BROOKWOOD GARDEN ASSOCIATION, but in any event no longer than October 1, 1985, the Developer shall have the right to select a majority of the persons who shall serve as members of each Board of Directors of the Association. Any Director selected by Developer need not be a resident in the Condominium.

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

1. Developer shall, at the beginning of the election of the Board of Directors select that number of the members of the Board of Directors which it shall be entitled to select in accordance with the provisions of these By-Laws, and upon such selection of Developer by written instrument presented to the meeting at which such election is held, said individuals so selected by Developer shall be considered Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been elected in accordance with the provisions of these By-Laws.

2. All members of the Board of Directors whom Developer shall not be entitled to select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the selection of the members of the Board of Directors whom Developer shall be entitled to select.

3. Vacancies in the Board of Directors may be filled until the

*K. A. ...
to ...
...
...
...*

the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person selected by Developer such vacancy shall be filled by Developer selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

4. The initial Board of Directors will consist of the three members whose names are set forth in the Articles of Incorporation. From and after the date of the first annual meeting of members, there shall be three Directors. The initial Board shall serve until their successors at the first Annual Meeting of members are elected and qualify. Each Director shall hold office for a term of one (1) year or until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualifies. If at the time of the first Annual Meeting, Developer owns 25% of the total Condominium Units in the Condominium, then Developer shall have the right to designate and select two (2) Directors.

5. In the election of Directors, there shall be appurtenant to each Condominium Unit a total vote equal to the number of Directors to be elected multiplied by the Unit's appurtenant undivided interest in the Common Area as set forth in Exhibit C, D, E, F, G & H whichever is then in effect, of the Declaration; provided, however, that no member or Owner of one (1) Condominium Unit may cast a vote greater than the Unit's appurtenant undivided interest in the Common Area for any one person nominated as a Director so that voting for Directors shall be non-cumulative. Notwithstanding the fact that Developer may be entitled to select a majority of the members of the Board of Directors, it shall still be entitled to cast the vote for each Condominium Unit owned by it in the elections of other Directors; provided, however, that the other Directors elected are persons other than Officers, Directors, Stockholders and Employees of Developer, or wives and relatives of any said persons.

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

C: The organizational meeting of each newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E. 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 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, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

G. A quorum at a Directors' 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 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 of Condominium. 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 of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if 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.

H. 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 present shall designate one of their number to preside.

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

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

1. To make, levy and collect assessments against members and members' Condominium Units to defray the costs of the Condominium, as provided for in Article 23 of the Declaration of Condominium 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;

2. 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 further to approve any expenditure made or to be made for said purposes;

3. To reconstruct any part of the Common Property after casualty in accordance with Article 21 of the Declaration of Condominium, and to make further improvement

to the Common Property, real and personal, and to make and to enter into any and all contracts, necessary or desirable to accomplish said purposes;

4. To make, amend and enforce regulations governing the use of the Common Property and Condominium Units so long as such regulations or amendments thereto 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 of Condominium;

5. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Condominium Units in the Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the Association;

6. 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 interest in lands or facilities including, but not limited to, swimming pools, tennis and other recreational facilities whether or not contiguous to the lands of the Condominium to provide enjoyment, recreation or other use or benefit to the Owners of Condominium Units;

7. To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

8. To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Common Property in the Condominium;

9. To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Condominium Units and the appurtenances thereto, and to assess the same against the members and their respective Condominium Units subject to such liens;

10. To purchase insurance for the protection of the members and the Association against casualty and liability in accordance with Article 20 of the Declaration of Condominium;

11. To pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the Owners of the separate Condominium Units; and

12. To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the Condominium including the Common Property.

K. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in the Articles of Incorporation, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the Mecklenburg County Public Registry, North Carolina. Should any member of the initial Board of Directors be unable to serve for any reason, the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term.

L. The undertakings 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 after the Declaration of Condominium has been recorded, 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. 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 Condominium Units 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.

V.
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any persons may hold two or more offices, except that the President shall not also be Vice-President, Secretary or an Assistant Secretary. 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. 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, the power to appoint committees from among the members as he may determine appropriate to assist in the conduct of the affairs of the Association.

C. 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. 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, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep, or supervise the keeping of, detailed, accurate records in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and identifying the maintenance and repair expenses of the common areas and facilities and any other expense incurred.

F. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provisions 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.

G. 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.

VI. FISCAL MANAGEMENT

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

A.. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium 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 account and the balance due upon assessments.

B. 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:

- 1. Common Expense budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Property including landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees and costs of maintaining leaseholds, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the Unit Owners; and,

- 2. Proposed assessments against each member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Non-delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, 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.

C. The Board of Directors shall retain professional management services to be primarily responsible for fiscal management of the Association and maintaining the Condominium. Any management agreement for the Condominium will be terminable by the Association for cause upon 30 days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

The prior written approval of lenders holding 60% of the first mortgages will be required for the effectuation of any decision by the owners association to terminate professional management and assume self-management of the project.

D. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

** Amended:*
 - no audit required
 - any reserve money can be commingled with other assets

E. The books and all supporting documentation shall be available for examination by all Unit Owners and their lenders or their agents during normal business hours.

F. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

G. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

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 the State of North Carolina.

VIII.
AMENDMENTS 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 a vote of the majority of the Directors, or by members of the Association owning a majority of the Condominium Units in the Condominium, whether meeting members or by instrument in writing signed by them.

B. Upon any amendment to these By-Laws being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association, or other Officer 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 and it shall be the duty of the Secretary to give to each member written 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.

C. In order for such amendment to become effective, it 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 not less than three-fourths of the Condominium Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the Secretary of the Association, and a copy thereof shall be recorded in the Mecklenburg County Public Registry, North Carolina, within twenty (20) days from the date on which any amendment has been approved by the Directors and members. No amendment shall become effective until it is duly recorded.

D. Upon the approval and proper recording of any amendment, it shall become binding upon all Unit Owners.

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

F. Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4

hersof, may be adopted or become effective without the prior written consent of the Developer.

IX.
RULES OF CONDUCT

- A. No resident of the Condominium shall post any advertisements or posters of any kind in or on the Common Property except as authorized by the Association.
- B. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television sets and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the sanitary regulations of Alamance County.
- C. No garbage or trash shall be thrown or deposited outside the disposal installations provided for such purposes.
- D. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of any portion of the exterior surface of any building without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences or the planting or growing of flowers, trees, shrubs or other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee.

X.
COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of BROOKWOOD GARDEN ASSOCIATION at the first meeting of the Board of Directors on _____.

Secretary

APPROVED:

President

STATE OF NORTH CAROLINA

BOOK 458 PAGE 851

ALAMANCE COUNTY

AMENDMENT TO DECLARATION
OF BROOKWOOD GARDEN CONDOMINIUMS
PHASES II - VI

CARTER INDUSTRIES INCORPORATED, a North Carolina corporation with its principal place of business in Salisbury, Rowan County, North Carolina (herein "Developer") does hereby make, declare and establish this Amendment to Declaration of Condominium as and for the plan of dwelling ownership of BROOKWOOD GARDEN CONDOMINIUMS, PHASES II - VI, being the property and improvements hereinafter described.

1.

ESTABLISHMENT OF CONDOMINIUM PHASES II - VI

Phases II - VI are the remaining condominium phases of a series of six (6) condominium phases which the Developer has proposed to create by the terms of the DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, of record in the Alamance County Registry, Deed Book 457, Page 482, and the survey, graphic descriptions and plans of record in Plat Book 25, Pages 98 through 101. All of these condominium units are being developed under a common plan which includes the aforesaid Declaration and this Amendment to Declaration, the features of which include common facilities and the providing of maintenance and other services through a common administration, as set forth more fully in the aforesaid Declarations.

Developer does hereby submit to condominium ownership those tracts shown and described as Phases II, III, IV, V, and VI upon the plat of record in Plat Book 25, Page 98, Alamance County Registry, and the improvements located thereon, which, together with the real estate submitted by the terms of the aforesaid DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, includes all the real estate shown and described upon said plat, under the provisions of Chapter 47A of the General Statutes of North Carolina (Unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as BROOKWOOD GARDEN CONDOMINIUMS, PHASES I through VI, containing 148 living units and their supporting facilities and other appurtenant improvements.

The buildings are constructed of wood, frame and brick veneering materials. The property contains sufficient parking space to accommodate at least one automobile for each condominium unit. Each unit owner has the right to use such space for at least one automobile.

2.

APPURTENANT INTEREST IN COMMON PROPERTY

The undivided interest appurtenant to each condominium unit created by the aforesaid Declaration and by this Amendment to Declaration shall be as set out in Exhibit H of the aforesaid Declaration.

3.

INCORPORATION OF DECLARATION OF BROOKWOOD GARDEN
CONDOMINIUMS, PHASE I

The terms and provisions of the DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, the survey, graphic descriptions and plans of Brookwood Garden Condominiums of record in Plat Book 25, Pages 98 through 101, are incorporated herein by reference and made a part hereof, and same shall have full force and effect with respect to these Phases II, III, IV, V, and VI except as expressly amended by the terms and provisions of this AMENDMENT TO DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE II - VI.

4.

MISCELLANEOUS

Pursuant to the By-Laws of the Brookwood Garden Association and particularly pursuant to the procedures defined in Paragraph 26(B) of the DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, and after vote of the Board of Directors and Members

of Brookwood Garden Association, the DECLARATION OF BROOKWOOD GARDEN CONDOMINIUMS, PHASE I, is hereby amended for the purpose of correcting typographical and clerical errors, as follows:

(A) Paragraph 9 is hereby amended so that it shall read as follows:

Recognizing that the proper use of a Condominium Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners that the ownership of the Common Property be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Property appurtenant to each Condominium Unit shall remain undivided and no Unit Owner shall bring nor have any right to bring any action for partition or division.

(B) Paragraph 17 is hereby amended so that it shall read as follows:

Every Owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair and replacement of all pipes, ducts, wires, conduits, and other appliances, equipment, fixtures, or connections within the interior surfacing materials for walls, ceilings, and subflooring surfacing material for floors, specifically including stoves, refrigerators, light fixtures, switches and plugs, toilets, lavatories, tubs, and other plumbing and electrical devices and fixtures within said interior surfacing material. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all walls, ceilings and floors within his Unit including painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The Owner of a Condominium Unit who has exclusive use of any Limited Common Area shall maintain such at his own expense. All doors, window frames, panes and screens are a part of the respective Condominium Units and shall be maintained by the respective Unit Owners.

IN WITNESS WHEREOF, CARTER INDUSTRIES INCORPORATED, has caused these presents to be executed in its name, by its President and its Corporate Seal to be hereunto affixed, attested by its Secretary this 19th day of November, 1980.

CARTER INDUSTRIES INCORPORATED

✓ *A. W. [Signature]*
Secretary

By: *Robert A. [Signature]*
President

(corporate seal)



STATE OF NORTH CAROLINA

BOOK 458 PAGE 853

COUNTY OF ROWAN

I, the undersigned Notary Public of said County and State, certify that P. A. Carter personally came before me this day and acknowledged that he is Secretary of CARTER INDUSTRIES INCORPORATED, a Corporation; and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this 24th day of November 1980.

My commission expires

Mar 7, 1982



Sandra J. Muesel
NOTARY PUBLIC

JOHN A. CARTER, holder of a Promissory Note, secured by a Deed of Trust on the property described in Exhibit "A" hereof, and Lucille Carter, his wife, and Scott Carter, as Trustee under said Deed of Trust, join in the execution hereof for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this Amendment to Declaration of Condominium.

John A. Carter (SEAL)
JOHN A. CARTER

Lucille Carter (SEAL)
LUCILLE CARTER

STATE OF NORTH CAROLINA

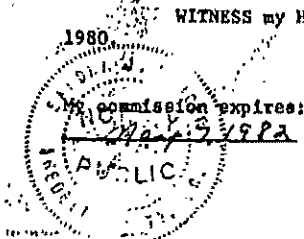
COUNTY OF ROWAN

I, Sandra J. Muesel, a Notary Public of said County and State, do hereby certify that JOHN A. CARTER and wife, LUCILLE CARTER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal, this 24th day of November, 1980.

My commission expires:

Mar 7, 1982



Sandra J. Muesel
NOTARY PUBLIC

Scott Carter (SEAL)
SCOTT CARTER

STATE OF NORTH CAROLINA

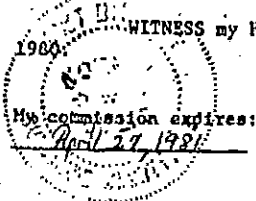
COUNTY OF BUNCOMBE

I, Tracy M. Worley, a Notary Public of said County and State, do hereby certify that SCOTT CARTER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal, this 1st day of December, 1980.

My commission expires:

Apr 27, 1981



Tracy M. Worley
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

BOOK 458 PAGE 854

The foregoing certificates of Alvin J. Wilson & Janet M. Wilson are certified to be correct. This instrument was presented for registration this 4 day of Dec, 1980, at 2:00 P.M., and duly recorded in the Office of the Register of Deeds of Alamance County, in Book 458, page 851.

This 4 day of December, 1980. 12-1-80
Marian H. Pittman
REGISTER OF DEEDS, ALAMANCE COUNTY

By: Max Jergent
Assistant/Deputy

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Prepared by: Scott Carter
Barnes, Wadford & Carter PA
38 N. Main Street
Weaverville, N. C. 28787

BOOK 463 PAGE 509

STATE OF NORTH CAROLINA
ALAMANCE COUNTY

CERTIFICATION OF TRUE COPY OF
AMENDMENT TO BY-LAWS
OF BROOKWOOD GARDEN ASSOCIATION

THE UNDERSIGNED SECRETARY of Brookwood Garden Association does hereby certify that the attached Exhibit A is a true copy of the Amendment to the By-Laws of Brookwood Garden Association as the same has been established by the Declaration of Brookwood Garden Condominiums of record in Book 457, Page 482 and the Amendment of record in Book 458, Page 851, and the several plats of record in Plat Book 25, Page 98 through 101.

IN TESTIMONY WHEREOF the undersigned executes this instrument this November 17, 1980.

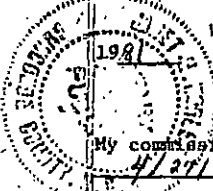
Scott Carter

SCOTT CARTER, Secretary of
Brookwood Garden Association

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Janet M. Worley, a Notary Public of said County and State, do hereby certify that Scott Carter, Secretary of Brookwood Garden Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal, this 17 day of May, 1980.



Janet M. Worley
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

The foregoing certificates of Janet M. Worley
(N.P. of Buncombe Co.)
are certified to be correct. This instrument was presented for registration this 14 day of May, 1980, at 9:45 a.m., and duly recorded in the Office of the Register of Deeds of ALAMANCE County, in Book 463, page 579. 5-18-81

This _____ day of _____, 19____
Thomas D. Pittman
REGISTER OF DEEDS, ALAMANCE COUNTY

By: John A. Pittman
Assistant/Deputy

AMENDMENT TO BY-LAWS
OF
BROOKWOOD GARDEN ASSOCIATION

A Corporation Not for Profit Under
the Laws of the State of North Carolina

The following amendments were unanimously proposed by the Board of Directors of the Association at a meeting which occurred on November 17, 1980, and said amendments were therewith transmitted to Paul W. Carter, President of the Association, who thereupon called a special joint meeting of the members of the Board of Directors and the membership of the Association, whereupon said amendments were unanimously approved by the affirmative vote of the members of the Board of Directors and the members of the Association.

The amendments are as follows:

BE IT RESOLVED that Article IV of the By-Laws shall be amended so that the initial Board of Directors of the Association shall consist of three persons, but that each succeeding Board of Directors elected at any annual or special meeting of the membership of the Association shall consist of five persons. In all other respects, said Article IV shall remain in full force and effect.

BE IT RESOLVED that Article VI of the By-Laws shall be amended so that no audit of the accounts of the Association shall be required unless such action is required by majority vote of either the Board of Directors or the membership of the Association at a regular or special meeting. BE IT FURTHER RESOLVED that any moneys in reserve may be co-mingled with the income accounts of the Association, in the sole and absolute discretion of the Board of Directors or its duly appointed professional management agent. In all other respects, said Article VI shall remain in full force and effect.

BE IT RESOLVED that the By-Laws shall be amended so that in every instance where appears the phrase "Mecklenburg County" or "Macklenburg County Public Registry" such shall be replaced with "Alamance County" or "Alamance County Public Registry".

BE IT FINALLY RESOLVED that this instrument shall be transcribed and certified by the Secretary of the Association and recorded in the Alamance County Public Registry.

This action is effective this November 17, 1980.

Paul W. Carter
Paul W. Carter - Director

John A. Carter
John A. Carter - Director

David Krug
David Krug - Director

This instrument is further subscribed by the single member of the Association:

CARTER INDUSTRIES, INC.

By: W. H. Hovey
VICE President

Attest:
Paul W. Carter
Secretary

(Corporate Seal)

This instrument is further subscribed by the single mortgage lender:

John A. Carter
John A. Carter

AMENDMENT TO DECLARATION
OF
BROOKWOOD GARDEN CONDOMINIUMSAUTHORIZATION FOR CENTRAL AIR CONDITIONING INSTALLATION
IN UNITS

In accordance with the provisions of paragraph 26B of the Declaration of Condominium, Phase I, as recorded in Book 457, at page 482, Alamance County Registry, previously amended as set forth in Book 458, at page 851, the following amendment was approved by majority vote of a duly called meeting of the Board of Directors of Brookwood Garden Association and submitted through its president to the members of the Association, who approved same at a meeting of which due notice was given and which was duly called, at which in excess of 75% of the members of the Association owning units in the condominium, in person or in proxy, approved the following amendment of Declaration of Condominium:

Each unit Owner may, upon fourteen days written notice to the manager of the properties of the Association as designated by the Board of Directors, which notice shall be accompanied by plans in such detail as may be deemed appropriate by the manager, together with a contract with a person, firm or corporation licensed to perform the necessary work, the adequacy of such contract and the approval of the contractor being subject to the approval of the Association through its manager, in its sole discretion, cause to be installed in the unit of such Owner a central air conditioning system to serve such unit, such installation to be at the sole expense of the Owner, and such installation shall give rise to no obligation by the Association or any lien against the common areas, whether or not the work involves invasion of, or intrusion or encroachment upon the common areas as hereinafter set forth. Said work shall be commenced and completed within a reasonable time after the approval thereof on behalf of the Association, and shall be in full compliance with all laws and ordinances of any governmental authority having to do with buildings, construction, environmental or related matters and shall be subject to the right of the Association through its manager to monitor the progress of such work, particularly as the same shall affect the common areas and in anywise affect the structural soundness and integrity of the unit and of all other units which are a part of the building in which such unit is situate, and such work shall be done in a workmanlike manner and shall in no wise adversely affect the ambience of the unit, the

→ AEW

building in which it is situate and the other properties of the Association, such to be subject to the continued oversight of the Association through its manager and the reasonable approval thereof by the Association, with the right at any time to require that work under said contract cease if the same shall, in the judgment of the Association through its manager, deviate from the terms hereof and from the application therefor as approved on behalf of the Association.

It is contemplated that work required in a central air conditioning system will require an invasion of or intrusion into the common areas from the prospective units by way of duct work, electrical lines, freon pipes, and other components of an appropriate air conditioning system, and that the condenser, compressor, circulator fan and other motor components or parts incident to an air conditioning system may need to be located outside the walls of the building in which the unit is located on the ground on a concrete or other appropriate foundation at a location approved by the Association through its manager and screened as to matters of sight and sound in such manner as the Association through its manager in its discretion may require.

Such components of the unit air conditioning system shall be the property of the unit Owner, who shall have full responsibility for the care, repair, and maintenance thereof, together with the appropriate care, repair and maintenance of portions of the common area in which such are located or through which such shall pass as made necessary by the presence of the air conditioning system and its component parts. It is understood at such time as the air conditioning system is ever removed by the Owner that the portions of the common area in which any components of the system are situate shall be restored in all respects to the condition prior to the installation of air conditioning. Risk of loss to the air conditioning components located outside of the condominium unit as defined in this Declaration shall be that of the Owner, however the Association shall provide insurance at its expense with the carrier providing casualty insurance for the condominium properties and the same shall contain a special endorsement providing for appropriate casualty coverage of said air conditioning system and components, whether within or without the condominium unit and whether within or without the common areas, for the benefit of the unit Owner and of the Association, as their interests may appear, and the Association shall pay for said insurance as applicable in providing coverage to all those having such central air conditioning units requiring intrusion into the

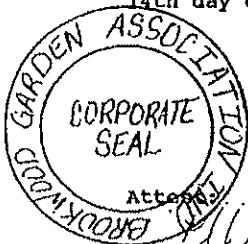
common area at its expense without assessing the pro-rata cost thereof against the unit Owners with air conditioning. It is understood that all operating expenses of such air conditioning shall be metered and otherwise charged to the Owners of the various units.

The Association through its manager may require special attention to be given to the matter of reducing the sound of air conditioning condensers or compressors as the same may be heard by occupants of adjacent units, it being noted that those without air conditioning in the summer may have open windows and hear neighboring air conditioning systems in operation and it being expected that such will be a normal environmental condition throughout the properties of the Association, but the Association may in connection with its power to approve plans and contracts for air conditioning installations and in policing the operation thereof from time to time thereafter may initially or thereafter require such reasonable measures to be taken to reduce the sound of operating air conditioning units to an acceptable level, as such is deemed reasonable by the Association through its manager.

Conveyances of units having central air conditioning shall include therewith all rights of the unit Owner in such air conditioning equipment and shall be subject to all of the conditions hereof.

The undersigned officers of Brookwood Garden Association individually and for the corporation certify the due adoption of the foregoing amendment to the said Declaration of Condominium of Brookwood Gardens Condominiums as aforesaid by its directors and by an affirmative vote of 75% of the members of the Association owning units in the condominium.

IN WITNESS WHEREOF this instrument is executed by the duly authorized officers of Brookwood Garden Association, this 14th day of June, 1990.



BROOKWOOD GARDEN ASSOCIATION, INC.

BY [Signature]
Robert Windham, President

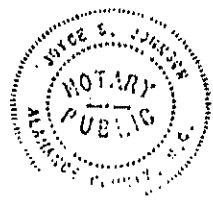
Attorney [Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Joyce S. Johnson, a Notary Public of said County, do hereby certify that Allison Gore personally came before me this day and acknowledged that she is secretary of Brookwood Garden Association, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its secretary. Witness my hand and official seal, this 14th day of June, 1990.

Joyce S. Johnson
Notary Public

My Commission Expires: 9/13/94



FILED
BOOK 690 PAGE 101
JUN 15 11 54 AM '90
MARIAN H. PITTMAN
REGISTER OF DEEDS
ALAMANCE COUNTY, N.C.

State of North Carolina - Alamance County
The foregoing certificate of _____

Joyce S. Johnson
A Notary (Notaries) Public of the Designated Governmental

units is (are) certified to be correct.

This the 14 day of June 1990
MARIAN H. PITTMAN Lat. H. Saunders
Register of Deeds By: Assistant/Deputy

122