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RECORDED AND VERIFIED,
REBECCA R. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

FEB 15 2 14 PM '88

DECLARATION CREATING UNIT OWNERSHIP
UNDER THE PROVISIONS OF CHAPTER 47C
THE GENERAL STATUTES OF THE STATE
OF NORTH CAROLINA

RANDALL EAST OFFICE CONDOMINIUMS

THIS DECLARATION, made this 12th day of February, 1988, by RISING 3, INC. of New Hanover County, North Carolina, hereinafter referred to as "DECLARANT";

KNOW ALL BY THESE PRESENTS:

THAT, WHEREAS, the Declarant is the owner of record of the fee simple title to certain real property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference, and

WHEREAS, the Declarant has constructed multi-unit buildings and certain other improvements, heretofore constructed upon the aforesaid property, and

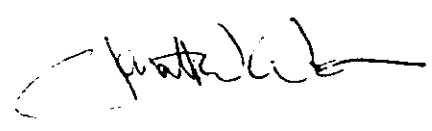
WHEREAS, it is the desire and the intention of the Declarant to market, sell and convey interests in the property and the improvements thereon as a condominium project pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled "The North Carolina Condominium Act", and

WHEREAS, it is the desire and intention of the Declarant in the recordation of this Declaration in the Office of the Register of Deeds of New Hanover County, North Carolina, to submit all of the real property and the improvements thereto, described in Exhibit "A" attached hereto, to the provisions of the said Chapter 47C.

NOW, THEREFORE, THE DECLARANT DOES HEREBY DECLARE THAT ALL OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, AS WELL AS ALL OF THE IMPROVEMENTS CONSTRUCTED THEREON, IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED AND IMPROVED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, USES, LIMITATIONS AND OBLIGATIONS, ALL OF WHICH ARE DECLARED TO BE IN FURTHERANCE OF A PLAN FOR THE IMPROVEMENT OF SAID PROPERTY AND THE DIVISION THEREOF INTO CONDOMINIUM UNITS AND SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BURDEN AND A BENEFIT TO THE DECLARANT, THEIR SUCCESSORS AND ASSIGNS, AND ANY PERSON OR ENTITY ACQUIRING OR OWNING AN INTEREST IN THE REAL PROPERTY AND IMPROVEMENTS, OR ANY SUBDIVISION THEREOF, THEIR GRANTEEES, SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES AND ASSIGNS.

1. Submission of Property. Pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, the Declarant does hereby submit all of the real property described in Exhibit "A", attached hereto and made a part hereof by reference, together with all improvements thereon and described herein, to the provisions of the "The North Carolina Condominium Act" of the State of North Carolina, which is codified as Chapter 47C of the General Statutes of the State of North Carolina.

RETURNED TO



2. Definitions. For the purpose of this Declaration and the By-Laws of the Association, hereinafter defined, the following definitions for the terms used herein and therein shall apply unless otherwise defined by the context thereof:

A. Act shall mean and refer to The North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina, as such may be supplemented or amended from time to time.

B. Association shall mean and refer to the RANDALL EAST OFFICE CONDOMINIUMS OWNERS ASSOCIATION, INC., the mandatory association of all unit owners, as is more particularly described in Paragraph 7 hereinbelow.

C. Assessment shall mean and refer to a share of the funds required for the payment of the common expenses, hereinafter defined, of the Association which from time to time shall be levied or assessed against a unit owner by the Association, all as provided for hereinbelow.

D. Buildings shall mean and refer to the multi-unit buildings which the Declarant has constructed or will construct upon the real property described on Exhibit "A", to be used for business purposes as hereinafter provided. Attached hereto and made a part hereof by reference is Exhibit "C" which consists of a full and exact copy of the plans of the buildings as well as a survey of the real property, drawn by Sherwin D. Cribb, R.L.S., showing the location of the buildings thereon. Said buildings are more particularly described in the plans of said buildings showing all particulars as required by law. In general, the buildings have two stories and are constructed of wood frame and brick siding.

E. Board shall mean and refer to the Board of Directors of the Association and Director shall mean and refer to a member of said Board.

F. By-Laws shall mean and refer to those By-Laws of the Association providing for the government of the Association as they are duly adopted and amended from time to time by the Association. A copy of the initial By-Laws is attached hereto as Exhibit "D" and made a part hereof by reference.

G. Common Areas and Facilities generally shall mean and refer to all real property, described on Exhibit "A", and all of the improvements and facilities thereon (including those portions which are defined hereinbelow as Limited Common Areas and Facilities) and which are not units, as defined hereinafter, and which are not items of personal property, owned, held and maintained by unit owners. Without in any way limiting the generality of the foregoing, the Common Areas and Facilities shall include, but not be limited to, the following:

(1) All of the real property more particularly described on Exhibit "A" attached hereto, reference to which is hereby made for a more particular description thereof;

(2) All foundations, columns, girders, beams, supports, roofs, ventilation fans and vents, load bearing walls, including all exterior walls and all interior walls (except non-load bearing partition walls wholly within a unit) of the buildings.

(3) All yard and garden areas, parking and drive areas, and sidewalks;

(4) All installations and facilities, apparatus, conduits and equipment for the provision of all utility services, including, but not limited to, all water and sewer service, electricity, heating, air conditioning, telephone, irrigation, trash disposal, if any, and cable TV, if any, supplied for the common use and convenience of the Unit Owners, and which are not defined as part of the Units, hereinbelow;

(5) All other portions of the real property and the improvements thereon which are not specifically part of the units themselves, as hereinafter defined, or owned by Unit Owners as personal property, shall be Common Areas and Facilities intended for the common and necessary or convenient use and enjoyment, existence, maintenance or safety of the condominium project.

H. Common Expenses shall mean and refer to the total cost and expenses incurred by the Association (as hereinafter provided) for the administration, maintenance, operation, enjoyment, safety, repair and replacement (including a capital reserve for repair, maintenance and replacement) of the Common Areas and Facilities and the limited Common Areas and Facilities) as well as any other expense incurred by the Association including but not limited to maintenance, repair and replacement of the bulkhead facilities adjacent to the condominium pursuant to the fulfillment of its obligations and purposes as stated herein and labeled as Common Expenses. Common Expenses are additionally intended to mean and refer to any expense incurred by the Association as shall be hereinafter agreed upon by the Association of Unit Owners as Common Expenses of the Association.

I. Common Surplus shall mean and refer to the balance of all revenues of the Association remaining after the deduction of the Common Expenses. Any such Common Surplus shall be used to reduce the assessments for members for the following fiscal year of the Association, based upon the proposed budget of the Association for the following fiscal year, subject however, to the terms of Paragraph 8, hereinafter set forth.

J. Condominium shall mean and refer to the entire proposed development consisting of all the real property and the Buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith, which are intended to be submitted to the provisions of the Act by this Declaration, and the supplements and amendments hereto, as are provided hereinbelow.

K. Declarant shall mean and refer to Rising 3, Inc., a North Carolina corporation, its successors and assigns, and shall also include any person or group of persons acting in concert who (i) as part of a common promotional plan offer to dispose of his or its interest in a unit not previously disposed of or (ii) reserves or succeeds to any special Declarant right.

L. Declaration shall mean and refer to this instrument as it may from time to time be lawfully amended or supplemented.

M. Majority or Majority of Unit Owners shall mean and refer to the owners of fifty-one percent (51%) of the aggregate interest in the Common Areas and Facilities, as established by this Declaration hereinbelow, assembled at a duly called meeting of the Unit Owners.

N. Person shall mean and refer to an individual, corporation, partnership, association, trustee or other legal entity.

O. Real Property shall mean and refer to all of the real property described on Exhibit "A" attached hereto and made a part hereof.

P. Unit or Condominium Unit shall mean and refer to any one of those subdivisions of enclosed space within the buildings, together with any additional areas, spaces or equipment accompanying the same as defined hereinbelow, and which are intended to or will be sold as dwelling units pursuant to the Act and this Declaration. The deed for any particular Unit should convey such Unit by its unit designation and the same shall be deemed to include all that is defined as a part of that Unit in this Declaration, as well as the privileges and appurtenances accompanying any such Unit. Such conveyance shall be deemed subject to the covenants, conditions and restrictions and obligations applicable to Unit Owners as set forth in this Declaration.

The units of the Buildings are and will be identified by their unit designations. These Units and their designations are shown upon the plans of the Buildings attached hereto as Exhibit "C", which also shows graphically all particulars of the Buildings and their units, including but not limited to, the layout, location, ceilings and floor elevations, dimensions of the Units, and the area and location of the Common Areas and Facilities, and those portions of the Common Areas and Facilities which are herein defined as Limited Common Areas and Facilities. Reference is hereby made to said plans and specifications for the purpose of identifying and locating each Unit within the buildings, as well as identifying its dimensions, approximate areas and number of rooms. No Unit bears the same designation as any other. Any conflict between said plans and this definition shall be resolved by reference to the said plans, which shall control.

All Units, including any accessory spaces and areas, are bounded both as to horizontal and vertical boundaries by the interior finished surface of the unit's perimeter walls, ceilings and floors, all of which are shown on said plans, subject to the easement reserved hereinbelow for such encroachments as are contained in the Buildings, whether the same now exist or may be caused or created by existing construction, settlement or movement of the Buildings, or by permissible repairs, construction or alteration.

All Units shall be substantially the same in construction methods, and material. Each of the Units is wholly contained within the Buildings.

Each Unit is hereby defined also to include:

1. All non-load bearing partition walls located entirely within the Unit.

2. All materials, including but not limited to, carpet, paint, wallpaper vinyl attached to, or on, the interior finished surfaces of the perimeter walls, floors and ceilings of the Unit, and all doors, windows, window frames, window panes, window screens. However, such Unit includes only the finished interior surface within the Unit of the door frame and wall surrounding such door, and the remainder of the door frame and the fire wall in which it is situated are Common Areas and Facilities.

3. All air and heat handling and compressor units, ducts, and components, and all water, power, telephone, television and cable, electricity, plumbing, gas or sewerage lines, if any, located within the Unit, provided, that the portion of said lines located within a common compartment for, or installation of, such lines shall be Common Areas and Facilities.

Each Unit is hereby defined to exclude all pipes, ducts, wires, conduits and other facilities for the furnishing of utility services and other services to the Units up to and including the point of entry of such pipes, ducts, wires, conduits and other facilities through the floors, walls and ceilings of the Units (except for the heating and cooling equipment and ductwork located in the attics, and the exterior heating and cooling equipment, located on the exterior accessory area for each Unit, and the connecting pipes, cables, tubing, wiring and ductwork for such equipment, as set forth above). All such pipes, ducts, wires, conduits and other such facilities are defined as part of the Unit at and from their point of entry into the Unit.

The definition stated above for a "Unit" is complete and all other aspects of the Condominium not hereinabove defined as a part of the Units is hereby defined as a part of the Common Area and Facilities.

The specifics such as style, construction and materials and finishes of the Building and the Units are best described in the plans of the Building which are attached as, and referred to in, Exhibit "C", attached hereto and made a part hereof. If there is a conflict between the plans and specifications attached as, and referred to in, Exhibit "C" and the written descriptions contained in this Declaration, the plans and specifications attached as, and referred to in, Exhibit "C" shall control.

3. Plan of Development and Scope of Declaration. The name by which the Condominium shall be henceforth known is RANDALL EAST OFFICE CONDOMINIUMS. The Declarant has caused the Buildings to be constructed upon the Real Property, as well as the Common Areas and Facilities. The Units, together with their privileges and appurtenances, shall be offered for sale by the Declarant as Condominium Units, pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, subject to the covenants, conditions, restrictions and obligations of this Declaration, the Articles of Incorporation of the Association and the duly adopted By-Laws of the Association, and the rules and regulations duly adopted by the Association.

The Declarant, by this Declaration, submits only the Real Property described on Exhibit "A", attached hereto, together with the improvements thereon, to the Act, and hereafter this submission shall be referred to as RANDALL EAST OFFICE CONDOMINIUMS. Nevertheless, the Declarant hereby reserves

to itself the exclusive right and option, but not the obligation, to add to or expand the property subject to this Declaration by the addition of all or any portion or portions of the Real Property described on Exhibit "B", attached hereto and made a part hereof by reference, in one or more additional phases of RANDALL EAST OFFICE CONDOMINIUMS upon the following terms and in the following manner:

A. Any addition of Real Property subject to this Declaration, if any, shall occur only by the registration in the office of the Register of Deeds of New Hanover County, North Carolina, of one or more supplements to this Declaration, which shall be executed only by the Declarant. The addition to or expansion of the real property subject to this Declaration shall be at the sole discretion of the Declarant, without consultation with or consent of any Unit Owner. Every Unit Owner in RANDALL EAST OFFICE CONDOMINIUMS, all phases, by accepting a deed for a Unit therein, shall be deemed to have agreed for himself, his heirs, devisees, successors and assigns to such addition or expansion of the property subject to this Declaration in accordance with the provisions of this Paragraph 3; and

B. The right and option as hereinabove described shall terminate on the 1st day of January, 1993; and

C. It is understood and declared that the undivided fractional or percentage interest owned by each Unit Owner in RANDALL EAST OFFICE CONDOMINIUMS, in the Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS, is as stated in Paragraph 4 hereunder. However, it is further declared that in the event the Declarant, pursuant to the provisions of this Paragraph 3, adds to or expands the property, and therefore the number of Units, Unit Owners, and Common Areas and Facilities subject to this Declaration and the jurisdiction of the Association, then consequently the fractional or percentage interest owned by each Unit Owner of Units in RANDALL EAST OFFICE CONDOMINIUMS, all phases, in the expanded Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS, all phases, shall necessarily have to change from that as established in Paragraph 4 hereunder. It is further understood that the Act provides that the fractional or percentage undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in any Declaration shall have a permanent character and shall not be altered except with the unanimous consent of all Unit Owners expressed in an amended declaration duly recorded. Therefore, in the event the Declarant adds to or expands the property subject to this Declaration, pursuant to this Paragraph 3, every Unit Owner of Units in RANDALL EAST OFFICE CONDOMINIUMS, any phase, by the acceptance of the deed for his Unit shall be deemed to specifically have agreed for himself, his heirs, devisees, successors and/or assigns that the Declarant shall have the right and power, as attorney-in-fact for every Unit Owner, to establish the undivided fractional or percentage interest of each such Unit Owner in the expanded Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS, all phases, as well as the right and power to establish undivided fractional or percentage interests in the expanded Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS, all phases, to be appurtenant to additional Units of RANDALL EAST OFFICE CONDOMINIUMS, and therefore, (1) the liability of each Unit Owner for Common Expenses not specifically assessed, (2) the interest of each Unit Owner in any Common Surplus, and (3) the voting rights in the Association of each Unit Owner, which such undivided fractional or percentage interests shall be stated in any supplement to this Declaration required to be executed and recorded in

the Office of the Register of Deeds of New Hanover County, North Carolina, in order to expand or add to the property subject to this Declaration as is provided for hereinabove. It is hereby declared and agreed that the Declarant shall establish said undivided interests without prior consultation with or consent of any Unit Owner of any Unit in RANDALL EAST OFFICE CONDOMINIUMS, any phase; and, that the Declarant covenants and agrees to establish such undivided fractional or percentage interests for all Units at such times as may be necessary pursuant to this Paragraph 3 in the proportions that the square feet of heated floor space of each Unit, new and existing, as shall be determined solely by the Declarant, bears to the then aggregate square feet of heated floor space of all Units on the date of the supplemental declaration or declarations.

D. Nothing herein shall be deemed to limit or alter the Declarant's right, hereby reserved, to vary the internal layout, size or configurations of any Units hereafter constructed, so long as the Declarant substantially conforms with the provisions of this Paragraph 3.

4. Nature and Incidents of Unit Ownership.

A. Each Unit shall be conveyed and treated as an individual real property capable of independent use and fee simple ownership, and each Unit Owner shall also own, as an appurtenance to the ownership of each said Unit an undivided interest in the Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS, and future phases, if any. The undivided interest in the Common Areas and Facilities of RANDALL EAST OFFICE CONDOMINIUMS appurtenant to each of the Units is hereby established as set forth on the attached Exhibit "F".

The proportional interest in the Common Areas and Facilities that is appurtenant to each Unit has been determined in a manner consistent with the Act.

B. No Unit may be divided or subdivided into a smaller unit or units than as shown on Exhibit "C" hereto, nor shall any Unit or portion thereof be added to or incorporated into any other Unit unless written approval is first obtained from the Board of Directors of the Association as provided in Paragraph 5 hereof. The undivided interest in the Common Areas and Facilities declared to be an appurtenance to each Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in Common Areas and Facilities appurtenant to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to or upon a Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit and its appurtenant undivided interest in Common Areas and Facilities, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit, which describes said unit by the letter/numerical designation assigned thereto in Exhibit "C", without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Areas and Facilities. Nothing herein contained shall be construed as limiting or

preventing ownership of any Unit and its appurtenant undivided interest in the Common Areas and Facilities by more than one Person as tenants in common, joint tenants, tenancy for life or for years, or as tenants by the entirety.

C. The Common Areas and Facilities shall be, and the same are hereby declared to be subject to a perpetual nonexclusive easement in favor of all the Unit Owners of RANDALL EAST OFFICE CONDOMINIUMS, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the use of said Unit Owners. Notwithstanding anything above provided in this Paragraph 4, the Association shall have the exclusive right to establish the rules and regulations pursuant to which any Unit Owner, his tenants, guests and invitees may be entitled to use the Common Areas and Facilities, including the right to make permanent and temporary assignment of parking spaces, and to establish regulations concerning the use thereof.

D. Recognizing that the proper use of a Unit by an Owner or Owners is dependent upon the use of the Common Areas and Facilities in common with the Owners of all other Units, and that it is in the interest of all Owners that the ownership of the Common Areas and Facilities be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Areas and Facilities appurtenant to each Unit shall remain undivided and no Unit Owner shall bring or have any right to bring any action for partition or division of the Common Areas and Facilities.

5. Use Restrictions.

A. No portion of any Unit shall be used except for office purposes and for purposes incidental or accessory thereto.

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

C. The use of the Common Areas and Facilities, by any Unit Owner, and any other party authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association.

D. No Unit Owner shall permit any structural modification or alteration to be made to his 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, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger a Building in part or in its entirety. No

Owner shall cause any improvements or changes to be made on the exterior of the Condominium or to the exterior surface of the door (including but not limited to painting or other decoration, or the installation of electrical wiring, television or radio antennas or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Buildings) or in any manner alter the appearance of the exterior portion of the Buildings without the written consent of the Association being first had and obtained. No Unit Owner shall cause any object to be fixed to the Common Areas and Facilities (including but not limited to 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 Areas and Facilities or Limited Common Areas and Facilities without the written consent of the Association being first had and obtained.

E. No signs of whatever nature and no window displays of whatever kind may be visible from the exterior of the Buildings, except as may be specifically approved in writing by the Association. The Association, with the approval of a majority of the Owners, may erect a common sign or signs, and may allow or permit the maintenance of signs on the exterior of the Condominium, upon conditions approved or established by it.

F. No animals, domesticated or otherwise, shall be kept or housed in any Unit or in the Common Areas and Facilities, without the prior written consent of the Association.

G. The use of the Units, Buildings, Common Areas and Facilities of the Condominium may be further restricted under the By-laws and Rules and Regulations of the Association, as adopted and amended from time to time.

6. Easements. In addition to easements and rights established and/or reserved elsewhere in this Declaration, the following easements and rights are hereby established as covenants and burdens running with the Real Property and the improvements thereon:

A. In cases of any emergency originating in or threatening any 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 it, or the managing agent, if any, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

B. Each Unit Owner shall have an easement in common with the other Owners of all Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Areas and Facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Areas and Facilities located in such Unit and serving other Units. The Board of Directors of the Association or their designee shall have the right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Facilities contained therein or elsewhere in the Buildings.

C. The initial and subsequent Boards of Directors of the Association may grant or assume easements, leases or licenses for utility purposes for the benefit of the Condominium, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits and wires over, under, along and on any portion of the Units and/or Common Areas and Facilities; and each Unit Owner hereby grants to the Board of Directors of the Association or its designee, the irrevocable power of attorney to execute, acknowledge and record for or in the name of the Association or each Unit Owner such instruments as may be necessary to effectuate the foregoing.

D. Ingress and egress is reserved for pedestrian traffic over, through and across the sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Areas and Facilities; and for vehicular traffic over, through and across such portions of the Common Areas and Facilities as from time to time may be paved and intended for such purposes, for all Unit Owners in all phases of RANDALL EAST OFFICE CONDOMINIUMS, their guests, invitees, lessees, the Association and the Declarant.

E. The Declarant hereby reserves unto itself the right to grant easements over any of the Common Areas and Facilities of this phase of RANDALL EAST OFFICE CONDOMINIUMS, or any other use of the property which Declarant may enter into, which may be hereafter erected on the Real Property described in Exhibit "B" pursuant to this Declaration, as may become necessary for the purpose of the Declarant, their grantees, lessees, heirs, devisees and assigns servicing such adjacent phases with utility services, drainage and easements for ingress, egress and regress.

F. In the event any Unit shall encroach upon any of the Common Areas and Facilities, or any other Unit or Units, for any reason not caused by the purposeful or negligent act of the Unit Owner, or agents of such Owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Areas and Facilities or upon a Unit for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Areas and Facilities shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Areas and Facilities upon any Unit for so long as such encroachment shall naturally exist. If any Unit or Common Areas and Facilities 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 Areas and Facilities in accordance with this Declaration, there exists encroachments of portions of the Common Areas and Facilities upon any Unit, or of any Unit upon any other Units, or of any Unit upon any portion of the Common Areas and Facilities, then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

7. The Association. To efficiently and effectively provide for the administration and maintenance of RANDALL EAST OFFICE CONDOMINIUMS, and future phases, if any, by the Unit Owners, the Association has been organized as a nonprofit North Carolina corporation, and its Articles of Incorporation, a copy of which Articles are attached hereto as Exhibit "E", are incorporated herein by reference. The Association shall administer the operation and management of RANDALL EAST OFFICE CONDOMINIUMS, as well as future phases, if any, and shall undertake and perform all acts and duties incident thereto in

accordance with the terms of its Articles of Incorporation and its duly adopted By-Laws. A true copy of the original By-Laws are attached hereto as Exhibit "D" and expressly made a part hereof by reference.

A. Declarant Control. Until the first annual meeting of the members of the Association, the Board of Directors of the Association shall consist of those three (3) individuals named as the initial Board of Directors of the Association, in its Articles of Incorporation, or their successors or replacements, as provided in the By-Laws. The Declarant has reserved the right to select a majority of the Directors to be elected, at the first annual meeting of the members of the Association, and at subsequent annual meetings, as set forth in Paragraph 12 of this Declaration and in the By-Laws attached hereto as Exhibit "D".

B. Membership and Voting Rights. Membership and voting rights in the Association shall be as provided in Article VI of its Articles of Incorporation, referred to above. Membership in the Association is mandatory for all Unit Owners in all phases of RANDALL EAST OFFICE CONDOMINIUMS.

C. Powers. The Association shall have all powers granted to it as stated in Article V of its said Articles of Incorporation.

D. Common Expenses. The Common Expenses of the Association shall be shared by the Unit Owners in the same proportions that the undivided interest in the Common Areas and Facilities appurtenant to each Unit bears to the total of all undivided interests in the Common Areas and Facilities appurtenant to all Units, and as an assessment against the Unit Owners and their Units as provided for hereinbelow.

E. Management and Maintenance.

(1) The Association, as a Common Expense, shall be responsible for the maintenance, repair and replacement of all the Common Areas and Facilities, including those portions designated as Limited Common Areas and Facilities, including those portions which contribute to the support of the Buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Areas and Facilities for the furnishing of utility and other services to the Units and said Common Areas and Facilities and should any incidental damage be caused to any 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 Areas and Facilities, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair and replacement of any items for which the Association is obligated to maintain, replace or repair at its own expense is occasioned by any act of a Unit Owner, his guests, invitees or tenants and such loss or damage may be covered by 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 guests, invitees or tenants) shall be required to pay such portion of the cost of such maintenance, repair or replacement as shall exceed the amount of any insurance proceeds applicable to such maintenance, repair or replacement.

(2) The Association shall have the right to make or cause to be made such alterations or improvements to the Common Areas and Facilities which do not prejudice the rights of the Owner of any Unit in the use of his Unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be Common Expenses to be assessed and collected from all of the Owners of Units. However, where any alterations or improvements are exclusively or substantially for the benefit of the Owner or Owners of a certain Unit or, Units requesting the same, then the cost of such alterations or improvements shall be assessed against and collected solely from the Owner or Owners of the 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.

(3) Management Contracts. The Association may enter into a contract with a management company or manager for the purpose of providing all or part of the elements of the operation, care, supervision, maintenance and management of the Condominium. All of the powers and duties of the Association necessary or convenient for such maintenance and management may be delegated to and vested in the manager by the Board of Directors except such as are specifically required by this Declaration, the By-Laws, or the Act to have the approval of the Board of Directors of the Association. The manager is hereby further authorized to recommend the annual budget and upon approval thereof by the Board of Directors, make assessments for Common Expenses, and collect such assessments as provided in this Declaration and the By-Laws, subject always to the supervision and right of approval of the Board of Directors.

(4) Unit Owners Maintenance. Every Unit Owner shall perform promptly all maintenance and repair work within his 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 Unit shall be liable and responsible for the maintenance, repair and replacement as the case may be, of all air conditioning and heating equipment, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, lights, power, telephone, sewage and sanitary service to his 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 when 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 or otherwise, exceed the amount of the insurance proceeds

applicable to such maintenance, repair or replacement. The Owner or Owners of Condominium Units, which have the use of any Limited Common Areas and Facilities shall maintain and repair such at his own expense. If more than one unit has the right to use such Limited Common Areas and Facilities, the Owners of such Units shall bear the cost of such maintenance and repair in proportion to their right to share such Limited Common Areas and Facilities.

All parts of a Unit shall be kept in good condition and repair by and at the expense of the Owner. The Unit shall be maintained by the Owner in a clean and safe condition, free of nuisance. Each Unit Owner will promptly comply with any requirements of the insurance underwriters of the insurance for the Common Areas and Facilities when so requested in writing by the Board or its designated agent. Any failure of an Owner to repair, maintain or replace as be required pursuant to this Declaration, or a determination by the Board of Directors or its designated agent that such failure will endanger or impair the value of the Common Areas and Facilities of any Unit may be, upon written notice to the Owner of the nature of the required repair, maintenance or replacement, repaired or replaced by the Association at the expense of the Unit Owner, to be collected by special assessment as provided herein and in the By-Laws. Such assessment may include the cost to the Association incurred in the abatement of any nuisance maintained by the Unit Owner therein.

F. Insurance.

(1) Acquisition. Insurance policies upon the Condominium (except title insurance) shall be purchased by the Board of Directors of the Association in their name as Trustee 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 or deeds of trust 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, guests and lessees. Each 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.

(2) Coverage. 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:

Casualty Insurance covering the Buildings and all improvements upon the land and all personal property included in the Common Areas and Facilities 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 to afford such coverage. 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 shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

(3) Public Liability Insurance. Public liability and property damage insurance in such amounts and in such forms as shall be required or desired by the Association, including but not limited to, an endorsement to cover liability of the Unit Owners as a group or a single Unit Owner.

(4) Fidelity Coverage. Such 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, as the Board of Directors of the Association may deem prudent or desirable.

(5) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by said Association and charged as a Common Expense.

(6) Insurance Beneficiaries and Proceeds. 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 Board of Directors of the Association is hereby irrevocably appointed agent for each Unit Owner and his mortgagee as their interests may appear for the purpose of comprising and settling claims arising under insurance policies purchased by the Board of Directors of the Association for the benefit of the Condominium, or any part thereof. The Board of Directors of the Association is further empowered to execute and deliver releases to the insurance carrier upon payment of claims.

(7) Distribution of Insurance Proceeds. Proceeds of insurance policies shall be payable to the Board of Directors of the Association, as trustees for the benefit of the Unit Owners, and the Association as follows:

a. 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 it then exists under Paragraph 4, above.

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

i. 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;

ii. 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;

iii. 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.

iv. 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:

(a) 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 from the share allocated to a particular Unit, as set forth above, after defraying the costs of repair or reconstruction of such Unit shall be distributed as surplus to the Owner of the damaged Unit, all remittances to Condominium Unit Owners and their mortgagees being payable jointly to them.

(b) If it is determined as provided hereinbelow that the damage for which the proceeds are paid shall not be reconstructed or repaired, the shares of such proceeds allocated to each Unit as above set forth shall be distributed to the Owner of each Unit, remittances to Condominium Unit Owners and their mortgagees being payable jointly to them.

G. Damage and Destruction.

(1) Determination to Reconstruct or Repair. If any part of the Common Property and Facilities shall be damaged by casualty, the determination of whether or not to reconstruct or repair it shall be made as follows:

a. Common Areas and Facilities. If the damaged improvements are Common Areas and Facilities (including those portions designated as Limited Common Areas and Facilities), the damaged property shall be reconstructed or repaired, unless it is determined in the manner provided elsewhere that the Condominium shall be terminated.

b. Units.

i. Partial Destruction. If the damaged improvement is a Unit, or part of a Unit, and if termination as provided in subparagraph ii below does not take place, the damaged property shall be reconstructed and repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.