

DEEDBOOK PAGE
6325 0276

PRESENTED FOR
REGISTRATION
JUL 31 1990
1:43 P.M.
WALTER D. FISHER
MECKLENBURG COUNTY, N. C.
REGISTER OF DEEDS

DECLARATION OF CONDOMINIUM -
BILLINGSLEY MEDICAL/DENTAL CENTER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made this 30th day of July, 1990, by ARCHER-WOHLBRUCK ENTERPRISES, a North Carolina general partnership (hereinafter referred to as the "Declarant"), pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled the "North Carolina Condominium Act."

RECITALS

Declarant is the owner of that certain parcel of real estate located in Charlotte, Mecklenburg County, North Carolina, referred to herein as the "Land," as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with a single office building located thereon containing a total of six (6) units; sidewalks; driveways; parking areas; and other improvements. Declarant desires to submit the Land and the improvements located thereon to the terms and provisions of the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes, and intends, by the filing of this Declaration, to so submit said Land and improvements.

NOW, THEREFORE, Declarant does hereby publish and declare that the Land and all improvements located thereon are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the division of said real estate into condominium units, and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in the said real estate and improvements, and their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I
DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following terms, words, and phrases as used herein shall have the following meanings:

§1.1. Association. "Association" shall mean and refer to the Billingsley Medical/Dental Center Owners' Association, Inc., a corporation organized and existing under the Nonprofit Corporation Act of the State of North Carolina pursuant to and in

7.12.90

DRAWN BY AND MAIL TO:
WALTER D. FISHER, JR.
KENNEDY COVINGTON
LOBDELL & HICKMAN
3300 NCNB PLAZA
CHARLOTTE, N. C. 28280
Box 47

108.00
108.00
108.00



accordance with this Declaration, the Bylaws, and the North Carolina Condominium Act.

§1.2. Building. "Building" shall mean and refer to the single structure containing condominium units located on the Land.

§1.3. Bylaws. "Bylaws" shall mean and refer to the bylaws of the Association, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, and all amendments to such bylaws which may from time to time be adopted.

§1.4. Common Elements. "Common Elements" shall mean and refer to all portions of the Condominium other than the Units, as depicted on the Plans, and as more particularly described in §5.1 of this Declaration.

§1.5. Common Expenses. "Common Expenses" shall mean and refer to any and all expenditures made by or financial liabilities of the Association, together with any allocations to reserves, pursuant to and in accordance with this Declaration, the Bylaws, and the North Carolina Condominium Act, as defined in North Carolina General Statutes Section 47C-1-103(5).

§1.6. Condominium. "Condominium" shall mean and refer to the Billingsley Medical/Dental Center Condominium as established by submission of the Property to the terms of the North Carolina Condominium Act effected hereby.

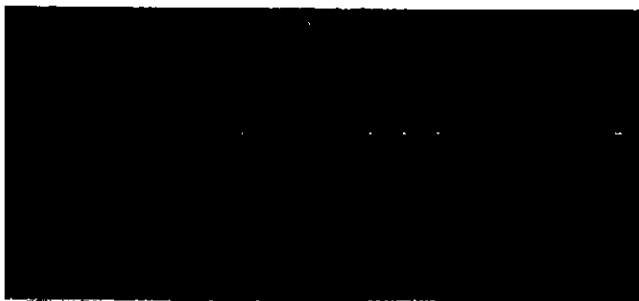
§1.7. Condominium Documents. "Condominium Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, the Bylaws and the rules and regulations governing the use of the Property, as amended and supplemented from time to time, and all attachments and exhibits thereto.

§1.8. Declarant. "Declarant" shall mean and refer to the entity designated as such in the first paragraph of this Declaration.

§1.9. Executive Board. "Executive Board" shall mean and refer to the governing body from time to time of the Association as constituted in accordance with the Articles of Incorporation of the Association, the Bylaws and the North Carolina Condominium Act.

§1.10. Land. "Land" shall mean and refer to the real property subject to this Declaration, exclusive of any improvements located thereon or incorporated therein.

§1.11. Limited Common Elements. "Limited Common Elements" shall mean and refer to those portions of the Common Elements allocated by the Declaration or the terms of Section 47C-2-102(2)



or (4) of the North Carolina Condominium Act for the exclusive use and benefit of one or more, but fewer than all, of the Units, to the exclusion of all other Units, as more fully described in Article V, §5.2, hereinbelow, and as depicted on the Plans.

§1.12. Mortgage. "Mortgage" shall mean and refer to a mortgage or deed of trust constituting a lien on a Unit.

§1.13. Mortgagee. "Mortgagee" shall mean and refer to the owner and holder of a Mortgage.:

§1.14. North Carolina Condominium Act. "North Carolina Condominium Act" shall mean and refer to Chapter 47C of the North Carolina General Statutes.

§1.15. Owner; Owners. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit, but shall exclude those persons or entities having an interest in any Unit as merely security for the payment or performance of an obligation. "Owners" shall mean and refer to all or a portion of such record owners collectively.

§1.16. Plans. "Plans" shall mean and refer to the plans and specifications of the Building and Property prepared by William A. Soiset and Wilkerson Associates, Inc., recorded under the name of the Condominium in the Unit Ownership File in the Office of the Register of Deeds of Mecklenburg County and attached hereto as Exhibit C and incorporated herein by reference.

§1.17. Property. "Property" shall mean and refer to the Land; the Building and all other improvements and structures located on the Land; all easements, rights and appurtenances belonging or appertaining to the Land; and all articles of personal property intended for common use in connection therewith.

§1.18. Unit. "Unit" shall mean and refer to those portions of the Property described in Article IV hereinbelow, or in any modification, supplement, or amendment to this Declaration, which are the subject of individual ownership by Owners. "Units" shall mean and refer to all or a portion of the Units collectively.

In addition, those definitions set forth in North Carolina General Statutes Section 47C-1-103 are incorporated herein by reference, and the terms defined therein shall have the meanings set forth therein when used in this Declaration or the Condominium Documents, unless expressly defined otherwise in this Declaration or unless it is plainly evident from the context that a different meaning is intended.



ARTICLE II
DESIGNATION OF CONDOMINIUM

The Land is located entirely in Mecklenburg County, North Carolina, and is described with particularity on Exhibit A attached hereto and incorporated herein by reference, which Land is subjected to the terms of the North Carolina Condominium Act by this Declaration. The name of the Condominium is the Billingsley Medical/Dental Center Condominium.

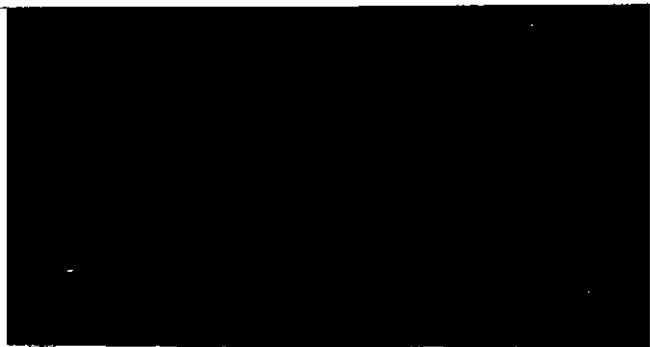
ARTICLE III
DESCRIPTION OF BUILDING

There is a single structure comprising the Building. The Building is more particularly described in the Plans, a copy of which is attached hereto and made a part hereof as Exhibit C, showing all particulars of the Building. Such Plans contain a certification by Wilkerson Associates, Inc. that said Plans contain all the information required by North Carolina General Statutes Section 47C-2-109.

ARTICLE IV
DESCRIPTION OF UNITS

There is a total of six (6) Units in the Building. The location of the Building is shown on the Plans attached hereto as Exhibit C and incorporated herein by reference. The Units are shown on the Plans, to which reference is hereby made for a more particular description thereof.

Each Unit consists of all of the space bounded horizontally and vertically by its perimeter walls; floors; ceilings; windows and window frames; and doors and door frames. Each Unit includes both portions of the Building within such boundaries (with the exception of those items specifically listed below) and the space so encompassed. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, floors, and ceilings are part of the Unit. All of the perimeter walls, floors, and ceilings, exclusive of such finished surfaces, and all structural elements located in the Unit, and any chute, flue, duct, wire, conduit, pipe, bearing wall, bearing column or other fixture located within such walls and structural elements and serving other Units shall be a part of the Common Elements. Those portions of any other chute, flue, duct, wire, conduit, pipe, or any other fixture lying within the designated boundaries of a Unit shall be a part of that Unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated exclusively to that Unit, and any portion



thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit. All windows and doors within the walls enclosing a Unit shall be a part of that Unit, but the authority and responsibility for maintenance and painting, together with control over the exterior decoration, of all portions of doors and windows visible from the exterior of the Building or from any Common Element, shall remain with the Association. Replacement of any broken glass in a window that is part of a Unit shall be the sole responsibility and expense of the Owner or Owners of that Unit. Routine maintenance and repair of all lath, furring, wallboard, plasterboard, plaster, and subflooring beneath, above, and/or beyond the finished surfaces of the perimeter walls, floor and ceiling of each Unit shall be the sole responsibility of the Owner or Owners of that Unit.

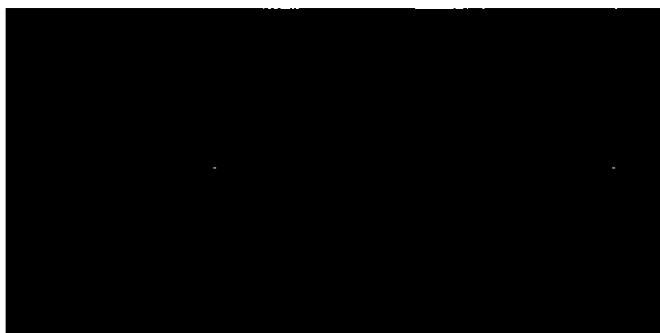
ARTICLE V
COMMON ELEMENTS

§5.1. Common Elements. The Common Elements include all portions of the Condominium that are not part of the Units, including, without limitation:

- (a) The Land; and
- (b) All improvements located upon the Land that are not part of the Units, including all foundations, columns, girders, beams, supports, walls, roofs, corridors, lobbies, stairs, fire escapes, and entrances and exits of the Building; and
- (c) The yards, gardens, parking areas, and driveways; and
- (d) Installations of central services for the furnishing of utilities.

§5.2. Limited Common Elements. The Limited Common Elements shall consist of the following:

- (a) Those portions of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside the designated boundaries of a Unit serving exclusively that Unit shall be Limited Common Elements allocated exclusively to that Unit; and



(b) Any shutters, awnings, window boxes, door-steps, stoops, porches, balconies, patios, decks and all exterior doors, windows and skylights designed to serve a single Unit, but located outside the Unit's boundaries, shall be Limited Common Elements allocated exclusively to that Unit; and

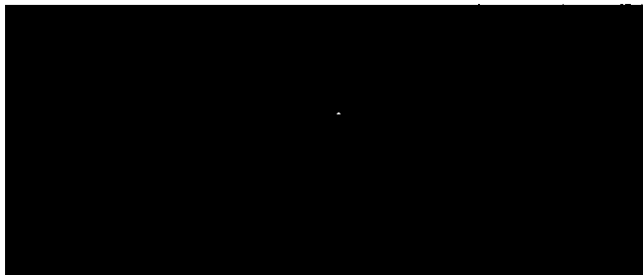
(c) Any portions of the heating, ventilating, and air conditioning systems, including fans, compressors, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit, shall be Limited Common Elements allocated exclusively to the Unit or Units that they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

The cleanliness and orderliness of the Limited Common Elements shall be the responsibility of the individual Owner or Owners having the right to the use and enjoyment of such Limited Common Elements, but the responsibility for maintenance, painting, repair and replacement, together with control over the exterior decoration of the Limited Common Elements visible from any other Unit or from the Common Elements, shall remain with the Association. Notwithstanding any other provisions of this Declaration, or any provision of the Bylaws or the North Carolina Condominium Act, the obligation for maintenance, repair, or replacement of any portions of the heating, ventilating, and air conditioning systems that are Limited Common Elements shall be the sole responsibility of the Owners of the Units to which such Limited Common Elements are allocated. References herein to Common Elements shall include Limited Common Elements unless the context clearly indicates otherwise. The allocation of use of Limited Common Elements to the Units as provided for in this Declaration shall not be altered without the unanimous consent of the Owners whose Units are affected.

§5.3. Undivided Interests of Owners in Common Elements.
The percentage interest in the Common Elements allocated to each Unit shall be as indicated on Exhibit D attached hereto and incorporated herein by reference. The percentage of undivided interest in the Common Elements that is allocated to each Unit has been determined approximately by the following formula:

$$\frac{\text{Square Foot Heated Floor Area of Unit}}{\text{Total Square Foot Heated Floor Area of All Units}} = \text{Percentage Interest for Unit}$$

The percentage of undivided interest in the Common Elements allocated to each Unit shall not be changed except with the unanimous consent of all the Owners of all the Units and with the consent of all the Mortgagees, except as may be specifically authorized elsewhere in this Declaration.

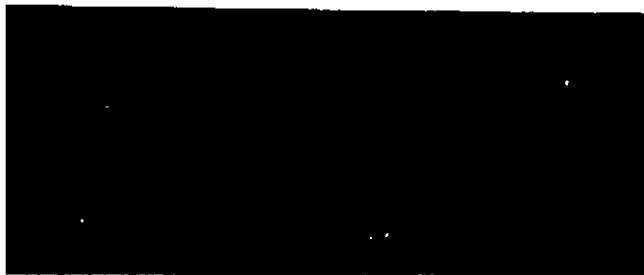


Notwithstanding the foregoing, the percentage interests set forth on Exhibit D are the initial percentage interests of the Owners and are based on the square footage of heated floor area of the first floor of each Unit. Some of the Units contain second floor space which will or may be upfitted and occupied by the Owners thereof. If and when the second floor space within any Unit is upfitted and occupied, the square footage within such upfitted and occupied second floor space shall be included within the definition of "Heated Floor Area" for purposes of the formula set forth above; and the percentage interests of all Owners as set forth on Exhibit D will automatically be adjusted in accordance with the formula set forth above to reflect the increase in the square footage of heated floor area of such Units.

ARTICLE VI
PURPOSES FOR WHICH BUILDING AND
UNITS ARE INTENDED TO BE USED
AND RESTRICTIONS ON USE

§6.1. Unit Use. All Units shall be used for general office purposes only. In addition, the use of the Units shall be limited to the "professions," such as the practice of law, medicine or dentistry and accounting, engineering and architectural firms. Notwithstanding the foregoing, however, Declarant may use Units owned by Declarant for the storage of equipment and construction materials during the construction of the Condominium.

§6.2. Prohibited Uses. No obnoxious, offensive or unlawful activity shall be conducted within any Unit, or on or about the Common Elements, nor shall anything be done thereon or therein which may be or which may become an annoyance or nuisance to the other Owners. Further, and without limiting the generality of the foregoing, each Owner shall use his Unit and the Common Elements in such a manner as to comply with all laws, ordinances, orders, regulations and zoning classifications of any governmental authority, agency or other public or private regulatory authority (including insurance underwriters and rating bureaus) having jurisdiction over the Property. In addition, no Unit may be used for the treatment, storage, use or disposal of toxic or hazardous wastes or substances or any other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of the occupants and patrons of the Units or of surrounding property; provided, however, any Unit may be used for the treatment, storage, use or disposal of toxic or hazardous substances provided that such treatment, storage, use or disposal is incident to a lawful and permitted activity being conducted within such Unit and is conducted in compliance with all necessary permits and authorizations and in accordance with all applicable laws, ordinances, orders, rules and regulations. Each Owner shall indemnify and



save every other Owner harmless from and against any claims, liabilities, penalties, fines, costs, expenses or damages resulting from any violation of the provisions of this §6.2.

§6.3. Prohibitions and Use of Common Elements. The Common Elements shall not be used for storage of supplies, personal property or trash or refuse of any kind, except that common trash receptacles may be placed at various locations on the Common Elements at the discretion of the Executive Board. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way. In general, no activity shall be carried on or conditions maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Property.

§6.4. Shrubbery. No Owner shall plant or permit to remain on the Property any type of hedge, shrubbery or other plantings, except with the prior written permission of the Association.

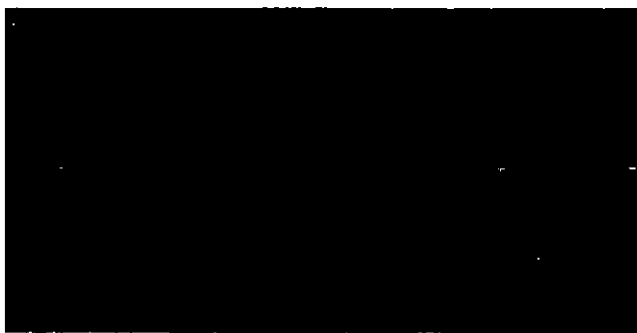
§6.5. Parking. No Owner and no employee, agent, or invitee of any Owner shall park, store or keep any vehicle on the Property, except wholly within those portions of the Common Elements designated by the Association for such use.

§6.6. Regulations. Reasonable regulations governing the use of the Property may be made and amended from time to time by the Executive Board. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners upon request.

§6.7. Leases of Units. Any lease of a Unit or portion thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Condominium Documents and that any failure by the lessee to comply with all of the terms of such Condominium Documents shall constitute a default under the lease. Prior to the initial sale of any Unit by the Declarant, Declarant may lease such Unit, subject to the provisions of this Declaration.

§6.8. Hazardous Activities. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements or any Unit.

§6.9. Signs. No sign of any kind shall be displayed to the public view from any Unit or from the Common Elements without the prior written consent of the Executive Board. Provided, however, each Unit Owner will be permitted to attach one (1) sign to the exterior of the Building adjacent to the entrance to such Owner's Unit (with the location of such signs to be determined by the Executive Board); and each Unit Owner will be permitted to attach one (1) sign to a sign "board" to be erected by Declarant on the Land adjacent to Billingsley Road, and each Unit shall be allo-



6325 0284

cated equal space on such sign board (with the location of specific signs on the sign board to be determined by the Executive Board). Further, the size, design, color scheme, style and other aesthetic characteristics of signs to be attached to the Building adjacent to Unit entrances and signs to be placed on the sign board shall be uniform for all Units and shall be determined and approved by the Executive Board.

ARTICLE VII
THE BILLINGSLEY MEDICAL/DENTAL CENTER
OWNERS' ASSOCIATION, INC.

§7.1. Organization of Association. A nonprofit North Carolina corporation known and designated as the Billingsley Medical/Dental Center Owners' Association, Inc. (the "Association") has been organized to provide for the administration of the Property, and the Association shall administer the operation and maintenance of the Property and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation, the Bylaws, and the North Carolina Condominium Act. True copies of the Articles of Incorporation and Bylaws are attached hereto as Exhibit E and Exhibit B, respectively, and are incorporated herein by reference. Every Owner shall be required to be and shall automatically be a member of the Association by virtue of his ownership interest in a Unit.

§7.2. Powers; Lien for Assessment. In the administration of the operation and management of the Property, the Association shall have, and it is hereby granted, the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner provided in Article IX hereof and in Section 8 of the Bylaws, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units and Common Elements as the Executive Board may deem to be in the best interest of the Association in accordance with the Bylaws. Any sum assessed by the Association remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the Unit with respect to which such sum was assessed upon filing in accordance with North Carolina General Statutes Section 47C-3-116 and shall be enforceable by the Association in accordance with North Carolina General Statutes Section 47C-3-116 and Section 8 of the Bylaws.

ARTICLE VIII
EASEMENTS AND PROPERTY RIGHTS

§8.1. Easements of Owners and Executive Board with Respect to Common Elements. Each Owner shall have a perpetual, nonexclusive easement in common with all other Owners to use all pipes, chutes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to a perpetual

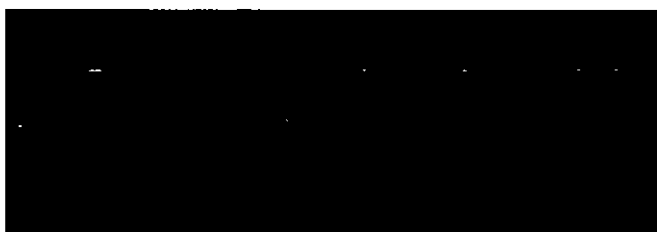


nonexclusive easement in favor of all other Owners to use the pipes, chutes, wires, ducts, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Executive Board, or any person authorized by it, shall have the right of access to each Unit and to the Limited Common Elements upon reasonable advance notice to the Unit Owner (except in cases of emergencies, in which cases no advance notice shall be required) to the extent necessary for performance by the Association of its obligations of maintenance, repair, or replacement of the Common Elements. Such persons shall use good faith efforts to conduct such maintenance, repair and replacement operations at such times and in such a manner as to minimize to the extent reasonably possible any intrusion on or interference with the activities of the Unit Owner.

§8.2. Encroachment Easements. If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of the settling or shifting of the Building, there shall exist a valid easement for the encroachment and for the maintenance of same for so long as the Building shall stand. In the event the Building, any Unit, or any portion of the Common Elements shall be partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings and shall thereafter be rebuilt, encroachment of parts of the Common Elements upon any Unit or encroachment of any Unit upon any portion of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

§8.3. Granting of Easements by Executive Board. The Executive Board may hereafter grant easements encumbering the Common Elements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines; sewer lines; pipes; ducts; gas mains; telephone and television or cable television wires, cables and equipment; electrical conduits; and wires over, under, along and on any portion of the Common Elements; and each Owner hereby grants the Executive Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the foregoing.

§8.4. Emergency Access. In case of any emergency originating in or threatening any Unit or the Common Elements, regardless of whether the Owner is present at the time of such emergency, the Executive Board, or any other person authorized by it, shall have the right to enter any Unit for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate.



§8.5. Relocation of Boundaries; Subdivision; Partitioning.

(a) Relocation of Boundaries Between Adjoining Units. The boundaries between adjoining Units may be relocated upon application to the Association by the Owners of such adjoining Units ("adjoining Owners") and upon approval by the Association of such application; provided, however, no such relocation of boundaries shall be binding upon any Mortgagee holding a Mortgage on any Unit whose boundaries are relocated, unless consented to in writing by such Mortgagee. Any such application to the Association must be in such form and contain such information as may be reasonably required by the Association and shall be accompanied by a plat detailing the proposed relocation of boundaries. If the adjoining Owners have agreed upon a reallocation of the allocated interests in the Common Elements between their Units, the application should state the proposed reallocation of the allocated interests. Unless the Association determines within thirty (30) days after submission to it of the application that the proposed relocation of boundaries or proposed reallocation of allocated interests is unreasonable, the application shall be deemed approved. If the adjoining Owners do not specify a reallocation of the allocated interests between their Units, then the Association shall determine such reallocation. Upon approval of the proposed relocation of boundaries and reallocation of allocated interests, the Association shall cause to be prepared and filed, at the adjoining Owners' expense, an amendment to this Declaration and a plat which identifies the Units involved, describes and depicts the altered boundaries, gives the dimensions of the altered Units, and specifies the reallocation of the allocated interests between the adjoining Units. Such amendment shall also contain operative words of conveyance and be signed by the adjoining Owners and consented to by their Mortgagees, if any, and shall be indexed by the Register of Deeds in the names of the adjoining Owners.

(b) Subdivision of Units. A Unit may be subdivided into two (2) or more Units upon application to the Association by the Owner of such Unit and upon approval by the Association of such application. Provided, however, no such subdivision shall be binding upon any Mortgagee holding a Mortgage on any Unit which is subdivided, unless consented to in writing by such Mortgagee. Any such application to the Association shall be in such form and contain such information as may be reasonably required by the Association and shall be accompanied by a plat detailing the proposed subdivision of the Unit. Unless the Association determines within thirty (30) days after submission to it of the application that the proposed subdivision is unreasonable, the application shall be deemed approved. Upon approval of the application, the Association shall cause to be prepared and filed, at the Owner's sole expense, an amendment to this Declaration, together with plats and plans, which shall identify the



Unit which is subdivided, assign an identifying number to each new Unit created, describe and depict the location, dimensions, area, and boundaries of each new Unit created, and reallocate among the new Units the allocated interest of the subdivided Unit in the approximate relation that the size of each new Unit bears to the aggregate size of all new Units created. Such amendment shall be executed by the Owner of the Unit being subdivided and consented to by the Owner's Mortgagee, if any, and shall be indexed under such Owner's name by the Register of Deeds.

(c) Partitioning. The interests in the Common Elements allocated to each Unit shall not be conveyed, devised, encumbered, partitioned or otherwise dealt with separately from said Unit, and the interests in the Common Elements allocated to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interests are 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 the Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit's allocated interests in the Common Elements unless the same purports to convey, devise, encumber or otherwise deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit, which describes said Unit by the identifying number assigned thereto on the Plans and herein without limitation or exception shall be deemed and construed to affect the entire Unit and its allocated interest in the Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its allocated interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety or any other form by law permitted.

§8.6. Conveyance of or Lien Against the Common Elements. While the Property remains subject to this Declaration and to the provisions of the North Carolina Condominium Act, no conveyances of or security interests or liens of any nature shall arise or be created against the Common Elements unless the Owners of Units to which at least eighty percent (80%) of the total allocated interests in the Common Elements are appurtenant agree to that action; provided, however, all the owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest or lien. Every agreement for the performance of labor or the furnishing of materials to the Common Elements, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and that the right to file a mechanic's lien or other similar lien by reason of labor performed or material furnished is subordinated to this Declaration and to the lien of assessments for Common Expenses provided for in Article VII, §7.2 of this Declaration. Provided, however, nothing in this Section



shall be construed to limit the right of any Owner to convey or to encumber his allocated interest in the Common Elements as an appurtenance to and in connection with the conveyance or mortgaging of his Unit.

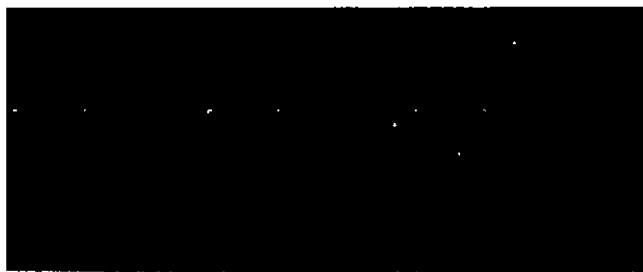
§8.7. Nature of Interest in Unit. Every Unit, together with its allocated interest in the Common Elements, shall for all purposes be, and it is hereby declared to be, and to constitute a separate parcel of real property, and the Owner thereof shall be entitled to the exclusive fee simple ownership and possession of his Unit subject only to the covenants, conditions, restrictions, easements, uses, limitations, obligations, rules, regulations, resolutions and decisions adopted pursuant hereto and as may be contained herein and in the accompanying Bylaws and in the minutes of the Executive Board of the Association.

ARTICLE IX
ASSESSMENTS

§9.1. Taxes. Every Unit, together with its allocated interest in the Common Elements, shall be separately assessed and taxed by each assessing authority for all types of taxes authorized by law. Each Owner shall be liable solely for the amount taxed against his individual Unit, provided, however, the Units will not be separately assessed until the calendar year 1991 with respect to Mecklenburg County and City of Charlotte ad valorem property taxes. For any years during which the Units are not separately assessed, Mecklenburg County and City of Charlotte ad valorem property taxes shall be allocated among the Units in accordance with the formula set forth in §5.3 above.

§9.2. Common Expenses. Except as otherwise provided herein or in the Bylaws, each Owner shall contribute a percentage share of the Common Expenses equal to such Owner's percentage allocated interest in the Common Elements, all in accordance with the definition of Common Expenses set forth in Article I, §1.5 hereinabove; the Bylaws; and the provisions of the North Carolina Condominium Act. Due dates for payment of such Common Expenses shall be established by the Executive Board and shall be collected at least quarterly.

§9.3. Common Surplus. The term "Common Surplus" means and refers to all funds and other assets of the Association, including excess of receipts of the Association from assessments, rents, profits and revenues from whatever source, over the amount of Common Expenses. The Common Surplus shall be owned by the Owners in the same proportion that the allocated interest of each Owner's Unit bears to the total of all such allocated interests in the Common Elements; provided, however, 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 proceeds herein provided or upon termination of the Condominium, any attribution or distribution of Common Surplus which may be made from time to time shall be made to the then Owners in accordance with their percentage interests in Common Surplus as declared herein.

ARTICLE X
INSURANCE

§10.1. Property Insurance. The Executive Board shall obtain and maintain at all times insurance on the Property (not including any decoration or covering for walls, ceilings or floors, or furniture, furnishings, fixtures or equipment constituting part of or located within Units) in an amount, after application of deductibles, not less than eighty percent (80%) of the replacement cost of the Property at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the cost of the Land, excavation, foundations, streets and parking facilities. The policies evidencing such coverage shall insure against all risks of direct physical loss, including fire and extended coverage perils; shall provide that each Unit Owner is an insured person with respect to such Owner's Unit, such Owner's allocated interest in the Common Elements and such Owner's membership in the Association; shall contain clauses providing for waiver of subrogation against any Owner and any Owner's employees or agents; shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and all the insureds, including all Mortgagees; shall provide that no act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will preclude recovery upon such policy; and shall provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance. All such policies shall provide that adjustment of loss shall be made by the Executive Board as insurance trustee. Each insurance policy shall provide for the issuance of certificates or mortgagee endorsements to Mortgagees.

§10.2. Public Liability Insurance. The Executive Board shall be required to obtain and maintain to the extent obtainable public liability insurance in such limits as the Executive Board may, from time to time, determine, covering each member of the Executive Board, the managing agent, if any, and each Owner with respect to liability arising out of the use, ownership, maintenance, or repair of the Common Elements; provided, however, in no event shall the amounts of such public liability insurance ever be less than \$500,000 per person and \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use



thereof, occurring upon, in or about, or arising from or relating to, the Property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to all insureds. The Executive Board shall review such limits annually.

§10.3. Fidelity Coverage. The Executive Board may obtain such fidelity coverage against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association as it may deem necessary. Any such fidelity insurance policy must name the Association as the named insured and shall be written in an amount as may be determined by the Executive Board.

§10.4. Other Insurance Policies. The Executive Board shall be authorized to obtain such other insurance coverage, including worker's compensation, as the Executive Board shall determine from time to time desirable or necessary.

§10.5. Premiums. Premiums upon insurance policies purchased by the Executive Board shall be paid by the Executive Board and charged as a Common Expense.

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

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

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

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

(2) When the damage is not to be restored, an undivided share for each Owner,

such share being the same as each such Owner's Unit's allocated interest in the Common Elements.

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

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

(1) If it is determined, as provided in Article XI hereinbelow, that the damaged property with respect to which the proceeds are paid shall not be reconstructed or repaired,

(a) the proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the rest of the Condominium;

(b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of these Units and Units to which those Limited Common Elements were allocated or to their Mortgagees, as their interests may appear; and

(c) the remainder of the proceeds shall be distributed to all the Unit Owners or Mortgagees, as their interests may appear, in proportion to their Common Element interests.

(2) 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. Any proceeds remaining after payment of such repair costs shall be distributed to the beneficial Owners and their Mortgagees, if any, jointly.

§10.7. Insurance Obtained by Owners. Each Owner shall obtain and keep continuously in force additional fire and casual-



ty and extended coverage insurance upon his personal property, public liability insurance, and such other insurance coverage as he may desire. Each Owner shall obtain and maintain public liability insurance coverage in the amount of at least \$1,000,000 for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Each Owner shall file a copy of each such individual policy with the Association within thirty (30) days after purchase.

ARTICLE XI
DUTY TO REPAIR OR RECONSTRUCT

§11.1. Reconstruction and Repair. In the event of damage to or destruction of the Building as a result of fire or other casualty, the Executive Board shall arrange for the prompt restoration and replacement of the damaged or destroyed Building unless (1) the Condominium is terminated in accordance with the provisions of Article XIV hereinbelow, or (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) the Unit Owners decide not to rebuild by at least a ninety percent (90%) vote, including one hundred percent (100%) of Owners of Units not to be rebuilt and one hundred percent (100%) of Owners of Units to which are assigned Limited Common Elements not to be rebuilt. Unless one of the preceding three conditions occurs, the Executive Board shall arrange for the prompt repair and restoration of the damaged or destroyed Building, not including any decoration or covering for walls, ceilings, or floors, or furniture, furnishings, fixtures or equipment (unless the subject insurance policy covers a portion or all of such loss, in which event the Executive Board shall repair or replace the covered portion of such damaged property), and the Executive Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments and in accordance with the provisions of §10.6(d)(2) of this Declaration. Any payment for repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. Any reconstruction or repair shall be in accordance with the Plans. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under North Carolina General Statutes Section 47C-1-107(a).

§11.2. Obligations of Owners. Each Owner will, at his sole cost and expense, keep and maintain his Unit in good order and repair in accordance with the Plans and will make no structural addition, alteration or improvement to his Unit without the prior written consent of the Executive Board, except as authorized under North Carolina General Statutes Section 47C-2-111. Upon the failure of an Owner to so maintain his Unit, the Executive Board shall be authorized to maintain, repair or restore such



Unit, and the cost thereof shall be charged to such Owner and constitute a lien on the Unit until paid.

ARTICLE XII
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS

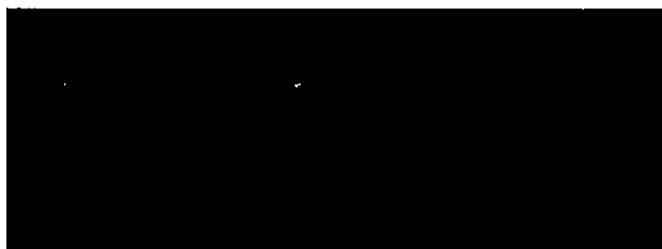
All present and future Owners, tenants, and occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, and any rules and regulations as may be adopted in accordance with the Bylaws, as said Declaration, Bylaws, and rules and regulations may be amended and supplemented from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and any rules and regulations which may be adopted are accepted and ratified by such Owner, tenant or occupant, and an agreement that such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were made a part of each and every deed of conveyance or lease.

ARTICLE XIII
AMENDMENT TO AND SUPPLEMENT OF DECLARATION

Except as is otherwise specifically authorized herein, this Declaration may be amended only by the vote of the Owners of Units to which at least ninety percent (90%) of the votes of the Association are allocated, together with the consent of their respective Mortgagees, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Except to the extent expressly permitted by the other provisions of this Declaration, any amendment which amends or alters the percentage of allocated interests of any Unit in the Common Elements, increases the number of Units, changes the boundaries of any Unit, or changes the use to which any Unit is restricted shall require the written approval of all Owners, together with the consent of all their respective Mortgagees. No amendment to this Declaration shall be effective until executed on behalf of the Association by any officer designated for that purpose and recorded in the office of the Register of Deeds of Mecklenburg County, North Carolina. No amendment to this Declaration shall be adopted or passed which shall impair or prejudice the rights and priorities of any Mortgagee without the consent of such Mortgagee.

ARTICLE XIV
TERMINATION

The Condominium may be terminated and the Property removed from the provisions of the North Carolina Condominium Act only by the agreement of Owners of Units to which one hundred percent



(100%) of the votes in the Association are allocated, as evidenced by the execution of a termination agreement, or ratification thereof, by such Owners, provided that all the Mortgagees of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest of the Owners who shall own the Property as tenants in common following such termination, which shall be the percentage of undivided interest of such Owner in the Common Elements.

ARTICLE XV
RIGHTS RESERVED TO MORTGAGEES

§15.1. Rights of Mortgagees to Examine Books and Records. Any Mortgagee, and any insurer or guarantor of a loan secured by a Mortgage, shall have the right to examine, during normal business hours and upon reasonable notice, the books and records of the Association, including copies of the Condominium Documents, as amended, and the financial statements of the Association, and to be furnished, upon written request, at least one (1) copy of the annual financial statement and report of the Association, such annual financial statement and report to be furnished within ninety (90) days following the end of each fiscal year.

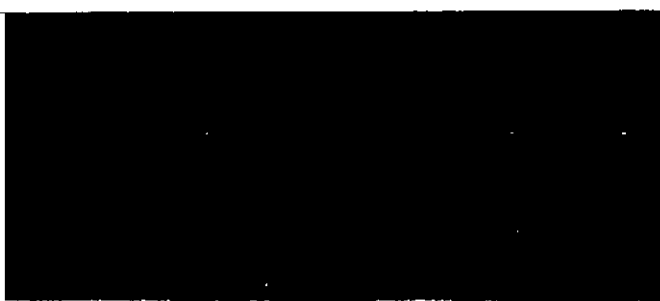
§15.2. Mortgagee's Rights to Notice. If any Mortgagee, or any guarantor or insurer of a loan secured by a Mortgage, has served written notice upon the Association of its desire to receive notices under this §15.2 by certified mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Mortgage that it holds, guarantees, or insures, which notice designates the place to which notices are to be given by the Association to such party, then such party shall have the right to receive from the Association prompt written notice of the following:

(a) Default under any of the terms and provisions of the Condominium Documents by any Owner owning a Unit encumbered by a Mortgage held, insured, or guaranteed by such party.

(b) Any loss or damage to or condemnation or taking of the Common Elements or any loss or damage to or condemnation or taking of a Unit encumbered by a Mortgage held, insured or guaranteed by such Mortgagee.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action by the Association, the Executive Board, or the Owners, which under the terms



DEEDBOOK PAGE

6325 0295

of the Condominium Documents requires the consent of all or any portion of the Mortgagees.

ARTICLE XVI
CONDEMNATION

In the event all or any part of the Property shall be taken in condemnation or by eminent domain, the award for such taking shall be distributed in accordance with the procedure set forth in North Carolina General Statutes Section 47C-1-107.

ARTICLE XVII
WAIVER OF ARTICLE 4 OF THE
NORTH CAROLINA CONDOMINIUM ACT

By acceptance of a deed or other conveyance or transfer of a Unit, each Owner agrees that such Owner has waived any and all protections, rights, and benefits conferred under Article 4 of the North Carolina Condominium Act, which Article is entitled "Protection of Purchasers," including, without limitation, the right to receive a public offering statement, the right to receive a resale certificate, and the right to cancel any contract to purchase a Unit pursuant to North Carolina General Statutes Section 47C-4-108.

ARTICLE XVIII
RIGHT OF FIRST REFUSAL

In the event an Owner wishes to sell or lease his Unit to a prospective purchaser or tenant (as the case may be) pursuant to a "bona fide" offer to purchase or lease by said perspective purchaser or tenant (as the case may be), such Owner (the "Selling/Leasing Owner") shall first offer in writing to sell or lease (as the case may be) his Unit to the Association. [As used herein, the term "bona fide" offer means a written offer made in good faith, which applies to all of the Unit and which specifies the name and address of the perspective purchaser or tenant (as the case may be), the proposed consideration and all other material terms of the proposed sale or lease transaction.] The Selling/Leasing Owner shall give the Association a copy of the perspective purchaser's or tenant's (as the case may be) written offer containing the name and address of the perspective purchaser or tenant (as the case may be) and the purchase price or rental (as the case may be) and all other terms and conditions of the proposed sale or lease transaction. The Association shall have thirty (30) days after notice of such offer is received by the Association within which to accept or reject the Selling/Leasing Owner's offer to sell or lease (as the case may be) the Unit. Any such acceptance or rejection of the Selling/Leasing Owner's offer to sell or lease (as the case may be) the Unit shall be in writing; and if the Association elects to purchase or lease (as the case may be) the Selling/Leasing Owner's Unit, the

7.12.90

20

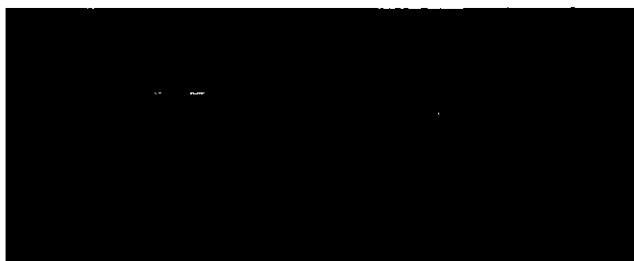


sale or lease of such Unit to the Association shall be closed within thirty (30) days after the expiration of the foregoing thirty (30) day period. The purchase price or rental (as the case may be) for the Selling/Leasing Owner's Unit shall be equal to the purchase price or rental (as the case may be) set forth in the perspective purchaser's or tenant's (as the case may be) offer. In addition, the terms for the payment of the purchase price or rental (as the case may be) and the other terms and conditions for the sale or lease (as the case may be) of the Selling/Leasing Owner's Unit shall be identical to those set forth in the offer from the perspective purchaser or tenant (as the case may be). If the Selling/Leasing Owner's offer to sell or lease (as the case may be) his Unit is not accepted by the Association during said thirty (30) day period, then the Selling/Leasing Owner shall be free thereafter for a period of six (6) months to sell or lease (as the case may be) his Unit to said perspective purchaser or tenant at the same purchase price or rental (as the case may be) and on the same terms and conditions as contained in the perspective purchaser's or tenant's (as the case may be) offer. If the Selling/Leasing Owner does not sell or lease (as the case may be) his Unit within said six (6) month period to said perspective purchaser or tenant (as the case may be) or if he desires to sell or lease his Unit during said period to a different party or at a lesser purchase price or rental (as the case may be) or on more favorable terms and conditions than those set forth in said perspective purchaser's or tenant's (as the case may be) offer, then the first refusal right provided for in this Article XVIII shall again be effective, so that any sale or rental of the Unit shall be subject to all of the terms and conditions of this Article XVIII as if such Unit had not previously been offered for sale or lease to perspective purchaser(s) or tenant(s) (as the case may be). Any sale or lease of a Unit to the Association pursuant to this Article XVIII must include all ownership interests proposed to be sold or leased by such Unit Owner.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

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

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



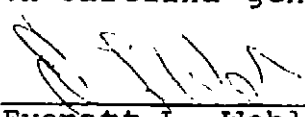
§19.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

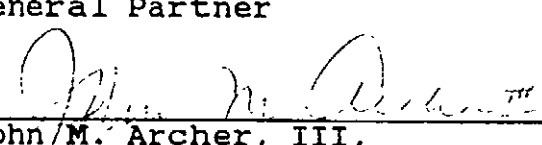
§19.4. Law Controlling. This Declaration and the Condominium Documents shall be construed and controlled by and under the laws of the State of North Carolina.

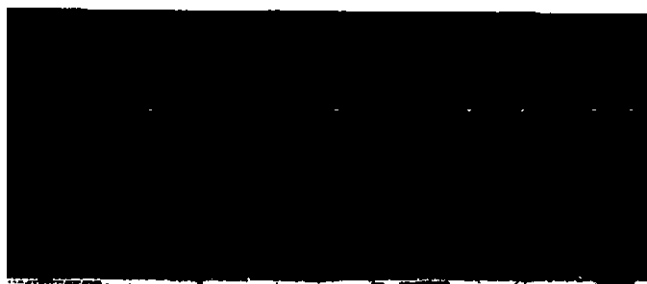
§19.5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership as provided in the North Carolina Condominium Act. Throughout this Declaration, wherever appropriate, the singular shall include the plural and the masculine gender the feminine or neuter as the context permits or requires.

IN WITNESS WHEREOF, Declarant has executed and sealed this Declaration the day and year first above written.

ARCHER-WOHLBRUCK ENTERPRISES, a
North Carolina general partnership (SEAL)

By:  (SEAL)
Everett L. Wohlbruck,
General Partner

By:  (SEAL)
John M. Archer, III,
General Partner

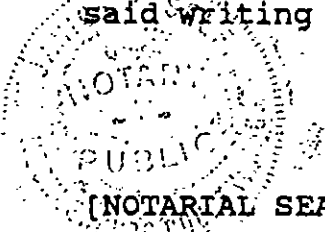


STATE OF NORTH CAROLINA

6325 0298

COUNTY OF MECKLENBURG

This 30th day of July, 1990, personally came before me EVERETT L. WOHLBRUCK, who, being by me duly sworn, says that he is a General Partner of ARCHER-WOHLBRUCK ENTERPRISES, a North Carolina general partnership, and that said writing was signed and sealed by him, on behalf of said Partnership, by authority duly given. And the said Everett L. Wohlbruck acknowledged the said writing to be the act and deed of said Partnership.



[NOTARIAL SEAL]

James P. Seay
NOTARY PUBLIC

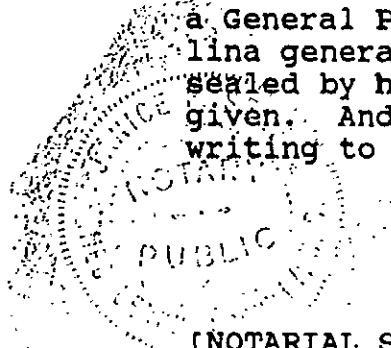
My Commission expires:

May 15, 1992

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 30th day of July, 1990, personally came before me JOHN M. ARCHER, III, who, being by me duly sworn, says that he is a General Partner of ARCHER-WOHLBRUCK ENTERPRISES, a North Carolina general partnership, and that said writing was signed and sealed by him, on behalf of said Partnership, by authority duly given. And the said John M. Archer, III acknowledged the said writing to be the act and deed of said Partnership.



[NOTARIAL SEAL]

James P. Seay
NOTARY PUBLIC

My Commission expires:

May 15, 1992



DEEDBOOK PAGE
6325 0299

CONSENT AND SUBORDINATION OF MORTGAGEE

Bank of Mecklenburg, being the Beneficiary under that certain Deed of Trust (the "Deed of Trust") from Declarant to Frank W. Ix, Trustee, recorded in Book 6207, at Page 168 in the Mecklenburg County, North Carolina, Public Registry, conveying the property described on Exhibit A attached to this Declaration, does hereby consent to the recordation of this Declaration and the imposing of the provisions hereof and the provisions of the North Carolina Condominium Act on said real property described on Exhibit A and does hereby consent to the subordination of the lien of the Deed of Trust to the provisions of this Declaration and the provisions of the North Carolina Condominium Act. The execution of this Consent and Subordination of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between said Beneficiary and Declarant the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon said Beneficiary any of the liabilities, duties or obligations of the Declarant under the foregoing Declaration. Said Beneficiary executes this Consent and Subordination of Mortgagee solely for the purposes set forth herein. The said Trustee also joins in and executes this Consent and Subordination as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

TRUSTEE:

Frank W. Ix (SEAL)
Frank W. Ix

BENEFICIARY:

BANK OF MECKLENBURG

By: James L. Biller
Vice President

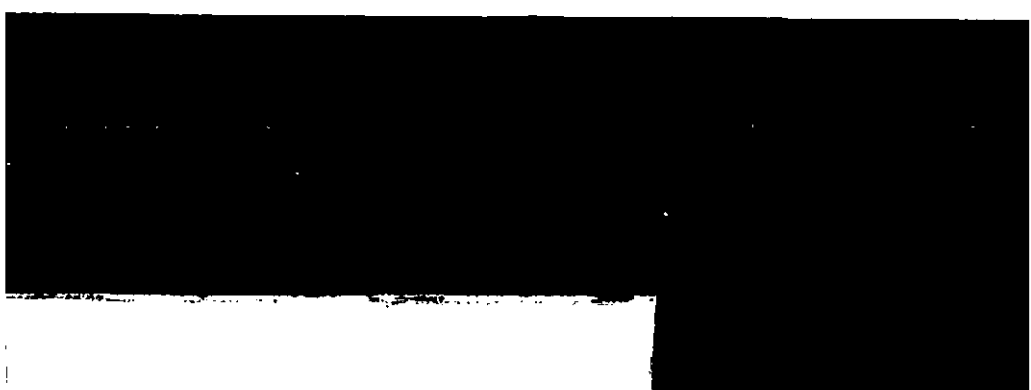
ATTEST:

John D. Salloway
Secretary

(CORPORATE SEAL)

7.12.90.

24



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Lana Aumer, a Notary Public for said County and State, do hereby certify that Frank W. IX, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 30 day of July,



Lana Aumer
NOTARY PUBLIC

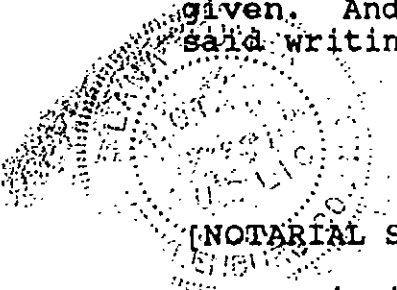
[NOTARIAL SEAL]

My Commission expires:

My Commission Expires August 16, 1994

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 30 day of July, 1990, personally came before me James L. Brewer, who, being by me duly sworn, says that he is Vice President of Bank of Mecklenburg (the "Bank"), that the seal affixed to the foregoing instrument in writing is the corporate seal of said Bank, and that said writing was signed and sealed by him, in behalf of said Bank, by its authority duly given. And the said Assistant Vice President Secretary acknowledged the said writing to be the act and deed of said Bank.

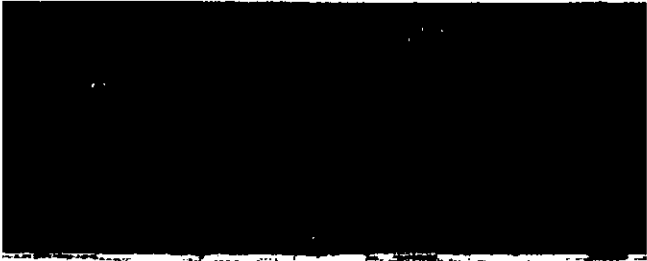


Lana Aumer
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission expires:

My Commission Expires August 16, 1994



DEEDBOOK PAGE
6325 0301

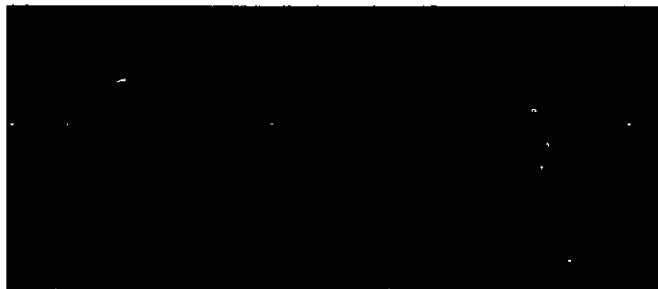
EXHIBIT A
to
Declaration of Condominium -
Billingsley Medical/Dental Center Condominium

Legal Description

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

BEGINNING at a 5/8" iron rod set in the northern right-of-way margin of Billingsley Road, said iron rod being located S 86-56-05 E 1,500.35 feet from the point of intersection of the northern right-of-way margin of Billingsley Road, as extended, and the eastern right-of-way margin of Randolph Road; thence from said point of BEGINNING, N 04-25-57 W 267.70 feet to a 1/2" iron rod found; thence N 55-55-39 E 23.69 feet to a 5/8" iron rod set; thence N 56-06-12 E 100.16 feet to a 5/8" iron rod set; thence N 56-05-40 E 173.00 feet to a 3/4" iron rod found; thence S 06-24-00 E 416.00 feet (passing through a 1/2" iron rod set in the northern right-of-way margin of Billingsley Road at 412.54 feet) to a nail found in the right-of-way of Billingsley Road; thence running within the right-of-way of Billingsley Road, the following three (3) courses and distances: (1) S 83-20-05 W 100.00 feet to a bent 1" iron pipe found, (2) S 84-38-58 W 172.85 feet to a 3/4" iron rod set and (3) N 04-25-57 W 8.63 feet to a 5/8" iron rod set in the northern right-of-way margin of Billingsley Road, the POINT AND PLACE OF BEGINNING, containing approximately 2.127 acres, as shown on that certain plat of survey entitled "Plats and Plans Showing Billingsley Medical/Dental Center Condominium Prepared For Archer-Wohlbruck Enterprises," prepared by William A. Soiset, Registered Land Surveyor, dated May 17, 1990, reference to which is hereby made for a more particular description.

7.12.90



DEEDBOOK PAGE
6325 0302

EXHIBIT B
to
Declaration of Condominium

BYLAWS
OF
THE BILLINGSLEY MEDICAL/DENTAL CENTER
OWNERS' ASSOCIATION, INC.

Section 1: Definitions

The "defined" words, phrases and terms used in these Bylaws (as identified by the initial capitalization thereof) shall have the respective meanings as set forth in the Declaration of Condominium - Billingsley Medical/Dental Center Condominium filed simultaneously herewith in the Office of the Register of Deeds for Mecklenburg County, North Carolina, to which a copy of these Bylaws is attached as an Exhibit.

Section 2: Administration of the Billingsley Medical/Dental Center Condominium

Section 2.1. Authority and Responsibility: Except as otherwise specifically provided in the Condominium Documents, the Association shall be responsible for administering, operating and managing the Common Elements.

Section 2.2. Official Action: Unless specifically required in the Condominium Documents, all actions taken or to be taken by the Association shall be valid when such are approved by the Executive Board as hereinafter set forth or when taken by the committee, person or entity to whom such authority has been duly delegated by the Executive Board as set forth in the Condominium Documents or these Bylaws. The Association and its Executive Board, officers and Members (as defined hereinbelow) shall at all times act in conformity with the Nonprofit Corporation Act of the State of North Carolina, the Condominium Documents, and the North Carolina Condominium Act.

Section 3: Offices - Seal - Fiscal Year

Section 3.1. Principal Office; Registered Office: The initial principal office and registered office of the Association shall be located at 2506 Knollwood Road, Charlotte, Mecklenburg County, North Carolina 28211.

Section 3.2. Other Offices: The Association may have other offices at such other places within the State of North Carolina as the Executive Board may from time to time determine or as the affairs of the Association may require.

Section 3.3. Seal: The seal of the Association shall contain the name of the Association, the word "Seal," the year of incorporation and such other words and figures as desired by the Executive Board.

1.19.90



Section 3.4. Fiscal Year: The fiscal year of the Association shall be the calendar year.

Section 4: Membership

Section 4.1. Qualification: Membership in the Association ("Membership") shall be limited to the Owners, and every Owner of a Unit shall automatically be a member (a "Member") of the Association. Membership in the Association shall be appurtenant to and may not be separated from Unit ownership.

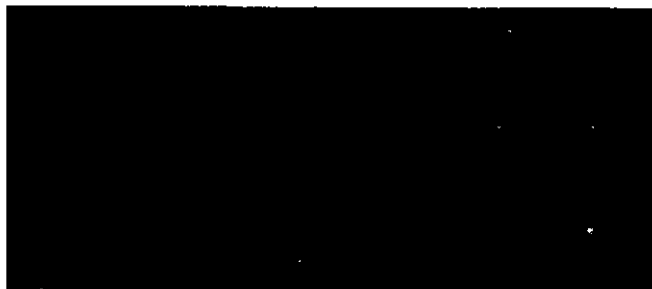
Membership in the Association shall inure automatically to Owners upon acquisition of the fee simple title (whether encumbered or not) to any one or more Units. The date of recordation in the Office of the Register of Deeds of Mecklenburg County of the conveyance of the Unit in question shall govern and determine the date of ownership of each particular Unit. However, in the case of death, the transfer of ownership shall occur on the date of death, in the case of intestacy, or the date of probate of the will, in the case of testacy. Until a decedent's will is probated, the Association may rely on the presumption that a deceased Owner died intestate.

Section 4.2. Place of Meetings: All meetings of the Membership shall be held at the Property.

Section 4.3. Annual Meetings: A meeting of the Members shall be held at least once each year (an "Annual Meeting"). The first Annual Meeting of the Members shall be held on the date and hour designated by Declarant. Thereafter, the Annual Meeting of the Members shall be held on the second Monday in January of each year at 8:00 p.m., Eastern Standard Time. If the second Monday in January shall be a legal holiday, the Annual Meeting shall be held at the same hour on the first day following which is not a legal holiday. At Annual Meetings, the Executive Board shall be elected (in accordance with Section 5.3 of these Bylaws) and the Members shall transact such other business as may properly come before them.

Section 4.4. Substitute Annual Meetings: If an Annual Meeting shall not be held on the day designated by these Bylaws, a substitute Annual Meeting (a "Substitute Annual Meeting") may be called in accordance with the provisions of Sections 4.5 and 4.6 below. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5. Special Meetings: After the first Annual Meeting of the Members, special meetings of the Members ("Special Meetings") may be called at any time by the President of the Association; by Owners to whom are allocated no less than a twenty percent (20%) interest in the Common Elements; or by not less than fifty-one percent (51%) of the Executive Board members. Business to be acted



upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6. Notices of Meetings: Written or printed notice stating the time and place of all Membership meetings, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an Executive Board member or officer of the Association, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of any such Membership meeting, either personally or by mail, by or at the discretion of the President or the Secretary of the Association, to the address of each Unit. Notice shall be deemed given upon deposit in the mail depository of each Unit.

Notice given to any one tenant-in-common, tenant-by-the-entirety or other joint Owner of a Unit shall be deemed notice to all joint Owners of the subject Unit.

The notice of a Membership meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the votes which may be cast for election of the Executive Board shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members who are present and who are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum is present or is represented.

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

Section 4.8. Voting Rights: The total number of votes of the Association Membership shall be one hundred (100). Each Member shall be entitled to cast that number of votes for each Unit owned by such Member equal to the percentage interest in the Common Elements allocated to such Unit. In the event fee simple title to a Unit is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the votes with respect to any such jointly owned Unit shall be cast as hereinafter provided.

If the fee simple title to any Unit is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the votes with respect to any such jointly owned Unit may be cast by any one of the joint Owners in person or by proxy, except that the holder or holders of a life estate in a Unit shall have the sole right to cast the votes allocated to the Unit.

If more than one of the joint Owners vote or more than one life estate holder in a Unit vote, the unanimous action of all joint Owners or joint life estate holders voting shall be necessary to effectively cast the votes allocated to that particular Unit. Such unanimous action shall be conclusively presumed if any one of such multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other of such joint Owners.

In no event may the votes which may be cast with respect to any Unit be divided among joint Owners of the Unit or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9. Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of (i) the term stated therein or (ii) the expiration of twelve (12) months from the date of its execution. Unless a proxy otherwise provides, any proxy holder may appoint in writing a substitute to act in his place. In order to be effective, all proxies must be filed with the Secretary of the Association (or duly acting Secretary) either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by written notice of revocation delivered to the person presiding over a meeting of the Association.

All of the provisions in Section 4.8 above concerning voting by joint Owners shall apply to the votes cast for any one Unit by two or more proxy holders.

Section 4.10. Majority Vote: The casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is stipulated by these Bylaws, the Declaration, the Articles of Incorporation of the Association, or the North Carolina Condominium Act.

Section 4.11. Actions Without Meeting: Any action which may be taken at a meeting of the Membership may be taken without a meeting if consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and such consent is filed with the Secretary of the Association and inserted in the minute book of the Association.

Section 5: Executive Board

Section 5.1. General Powers: The business and affairs of the Association shall be managed by the Executive Board or by such

committees as the Executive Board may establish pursuant to Section 6 of these Bylaws. Provided, however, the Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium, to exercise the Association's right of first refusal under the Declaration, to elect members of the Executive Board, or to determine the qualifications, powers and duties, or terms of office of Executive Board members. The Executive Board may, however, fill vacancies in its membership for the unexpired portion of any term.

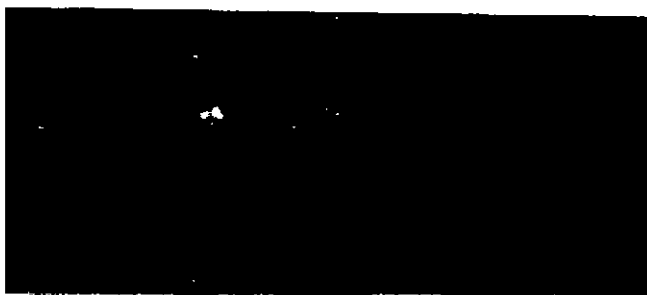
Section 5.2. Number, Term and Qualification: The initial Executive Board shall consist of the three (3) individuals appointed by Declarant whose names are set forth in the Articles of Incorporation of the Association. The initial Executive Board shall serve until their successors are elected at the first Annual Meeting. At the first and each subsequent Annual Meeting, the Members shall elect three (3) Executive Board members, each to serve for a term of one (1) year. Executive Board members may succeed themselves in office.

Section 5.3. Election of Executive Board Members: The election of all Executive Board members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8 above) shall be elected. Cumulative voting is not permitted.

Section 5.4. Removal: Any Executive Board member may be removed from the Executive Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present. Provided, however, the notice of the meeting must state that the question of such removal will be acted upon at the meeting. If any Executive Board members are so removed, their successors as Executive Board members may be elected by the Membership at the same meeting to fill the unexpired terms of the Executive Board members so removed.

Section 5.5. Vacancies: A vacancy occurring in the Executive Board may only be filled by a majority of the remaining Executive Board members, though less than a quorum, or by the sole remaining Executive Board member; but a vacancy created by an increase in the authorized number of Executive Board members shall be filled only by election at an Annual Meeting or Substitute Annual Meeting or at a Special Meeting of Members called for that purpose or by unanimous consent of the Members without meeting. The Members may elect an Executive Board member at any time to fill any vacancy not filled by the Executive Board members. As indicated in Section 5.4 above, the Membership shall have the first right to fill any vacancy created by the Membership's removal of an Executive Board member.

Section 5.6. Chairperson: A member of the Executive Board shall be elected as chairperson of the Executive Board (the "Chairper-



son") by the Executive Board members at the first meeting of the Executive Board. The Chairperson shall preside at all meetings of the Executive Board and perform such other duties as may be directed by the Executive Board. Prior to election of a Chairperson and/or in the event that the Chairperson is not present at any meeting of the Executive Board, the President shall preside.

Section 5.7. Compensation: No member of the Executive Board shall receive any compensation from the Association for acting as such. Provided, however, each Executive Board member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Executive Board from compensating an Executive Board member on the basis of quantum meruit for unusual and extraordinary services rendered. Further provided, each Executive Board member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon quantum meruit.

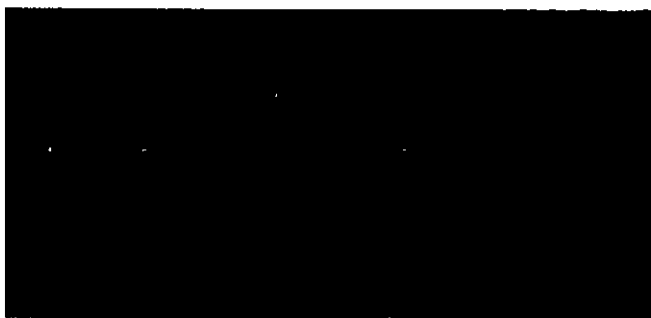
Section 5.8. Loans to Executive Board Members and Officers: No loans shall be made by the Association to its Executive Board members or officers. The Executive Board members who vote for or assent to the making of a loan to an Executive Board member or officer of the Association and any officer or officers participating in the making of any such loan shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9. Liability of Executive Board Members: To the extent permitted by the provisions of the North Carolina Nonprofit Corporation Act in effect at the applicable time, each Executive Board member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an Executive Board member. Such indemnity shall be subject to approval by the Members only when such approval is required by the North Carolina Nonprofit Corporation Act.

Section 5.10. Meetings of the Executive Board:

A. Regular Meetings: Regular meetings of the Executive Board shall be held, without notice, at such hour and address as may be fixed from time to time by resolution of the Executive Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same hour and address on the next day which is not a legal holiday.

B. Special Meetings: Special meetings of the Executive Board shall be held when called by the President of the Association or by any Executive Board member, after not less than three (3) or more than thirty (30) days written notice to each Executive Board member.



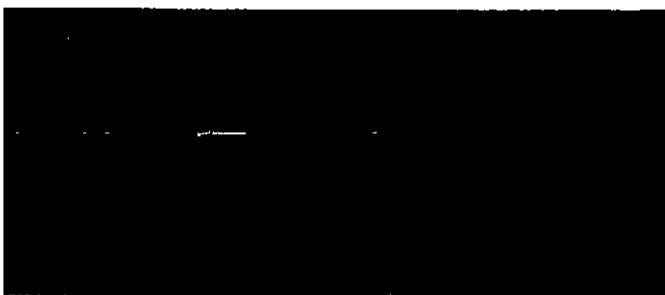
C. Notices of Special Meetings: The notice provided for herein may be waived by written instrument signed by those Executive Board members who do not receive said notice. Except to the extent otherwise required by law, the purpose of an Executive Board members' special meeting need not be stated in the notice. Notices shall be deemed received upon the happening of any one of the following events: (1) one day following deposit of same in the United States mail with proper postage paid and addressed to the Executive Board member at his last known address on file with the Association; (2) deposit of same in his Unit mail box; (3) personal delivery to the Executive Board member. Attendance by an Executive Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject Executive Board member gives a written statement at the meeting to the person presiding objecting to the transaction of any business because the meeting is not lawfully called and gives such notice prior to the vote on any resolution.

D. Approved Meeting Place: All Executive Board meetings shall be held in Mecklenburg County, North Carolina.

E. Quorum: A majority of the Executive Board members then holding office shall constitute a quorum for the transaction of business, and every act or decision done or made by a majority of the Executive Board members present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Executive Board.

Section 5.11. Action Without Meeting: The Executive Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Executive Board members. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board. Said written approval shall be filed with the minutes of the proceedings of the Executive Board, whether done before or after the action so taken.

Section 5.12. Presumption of Assent: An Executive Board member who is present at a meeting of the Executive Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to an Executive Board member who voted in favor of such action.



Section 5.13. Powers and Duties: The Executive Board shall have the authority to exercise all powers and duties of the Association necessary for the administration of the affairs of the Condominium except such powers and duties as by law or by the Condominium Documents may not be delegated by the Owners to the Executive Board. The powers and duties to be exercised by the Executive Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep and maintenance of the Common Elements;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Condominium and collection of the Common Expenses from the Owners, as provided in the Condominium Documents;

C. Employment and dismissal of personnel [including, without limitation, the Independent Manager (as hereinafter defined)] necessary for the efficient operation, maintenance, repair, and replacement of the Common Elements;

D. Adoption of rules and regulations covering the details the operation, maintenance, repair, replacement, use and modification of the Common Elements;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance as required under the terms of the applicable provisions of the Declaration;

G. Keeping detailed, accurate records of the receipts and expenditures of the Association; obtaining annual audits of the financial records of the Association from the Association's public accountant; furnishing the annual reports; and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices and the same shall be available for examination by all Owners or their duly authorized agents or attorneys, at convenient hours on working days;

H. Keeping a complete record of the minutes of all meetings of the Executive Board and the Membership in which minute book shall be inserted actions taken by the Executive Board and/or Members by consent without meeting;

I. Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the assessments as provided in the Declaration, including, but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to



foreclose liens for such assessments in accordance with the terms of North Carolina General Statutes Section 47C-3-116, the imposition of charges for late payment of assessments, and, after notice and an opportunity to be heard, levying reasonable fines not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making of repairs, additions, and improvements to or alterations or restoration of the Property, in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceeding the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration or the rules and regulations hereinafter promulgated governing use of the Common Elements;

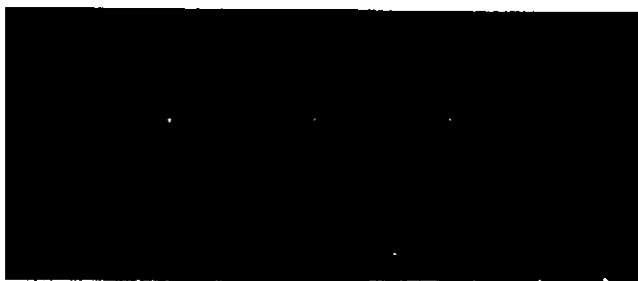
M. Paying all taxes and assessments which are or may become liens against any part of the Condominium, other than the Units, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Unit, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Executive Board to protect the Common Elements or any other Unit or if the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Executive Board to said Owner, provided that the Executive Board shall levy a special assessment against such Owner for the costs of said maintenance or repair;

P. Entering any Unit when necessary in connection with any maintenance or construction for which the Executive Board is responsible, provided such entry shall be made during reasonable hours with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Executive Board and such expenses shall be treated as a Common Expense; and entering any Unit for the purpose of correcting or abating any condition or situation deemed by the Executive Board to be an emergency;

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Executive Board. In the absence of such determination by the Executive Board, such documents shall be signed by either the



Treasurer or the Assistant Treasurer of the Association and countersigned by any Executive Board member;

R. Furnishing certificates setting forth the amounts of unpaid assessments that have been levied upon a Unit to the Owner or Mortgagee of such Unit or to a proposed purchaser or Mortgagee of such Unit, and imposing and collecting reasonable charges therefor; and

S. Exercising any other powers and duties reserved to the Association exercisable by the Executive Board in the Declaration, the Articles of Incorporation, these Bylaws, or the North Carolina Condominium Act, excluding, however, those powers specifically denied to the Executive Board in Section 5.1 above.

Section 5.14. Independent Manager: The Executive Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association concerning the routine management of the Condominium. The Executive Board may delegate to such person, firm or entity (referred to in these Bylaws as the "Independent Manager") such duties and responsibilities in the management of the Property as the Executive Board deems appropriate. Provided, however, the Executive Board may not delegate to the Independent Manager the complete and total responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of North Carolina or the North Carolina Condominium Act. The Independent Manager's contract shall be for a term not to exceed one (1) year, renewable by agreement between the Executive Board and such Independent Manager for successive one-year terms, and shall be terminable by the Executive Board, with or without cause, upon thirty (30) days written notice. The Executive Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Executive Board and subject to its direction.

Section 6: Committees

Section 6.1. Creation: The Executive Board, by resolutions adopted by a majority of the number of Executive Board members then holding office, may create such committees as it deems necessary and appropriate in aiding the Executive Board to carry out its duties and responsibilities with respect to the management of the Condominium. Each committee so created shall have such authority and responsibilities as the Executive Board members deem appropriate and as set forth in the resolutions creating such committee. The Executive Board shall elect the members of each such committee. Provided, each committee shall have in its membership at least one (1) member of the Executive Board.



Section 6.2. Vacancy: Any vacancy occurring on a committee shall be filled by the vote of a majority of the number of Executive Board members then holding office at a regular or special meeting of the Executive Board.

Section 6.3. Removal: Any member of a committee may be removed at any time with or without cause by a majority vote of the number of Executive Board members then holding office.

Section 6.4. Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Executive Board when required.

Section 6.5. Responsibility of Executive Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Executive Board or any member thereof of any responsibility or liability imposed upon it or him by law.

If action taken by a committee is not thereafter formally considered by the Executive Board, an Executive Board member may dissent from such action by filing his written objection with the Secretary of the Association with reasonable promptness after learning of such action.

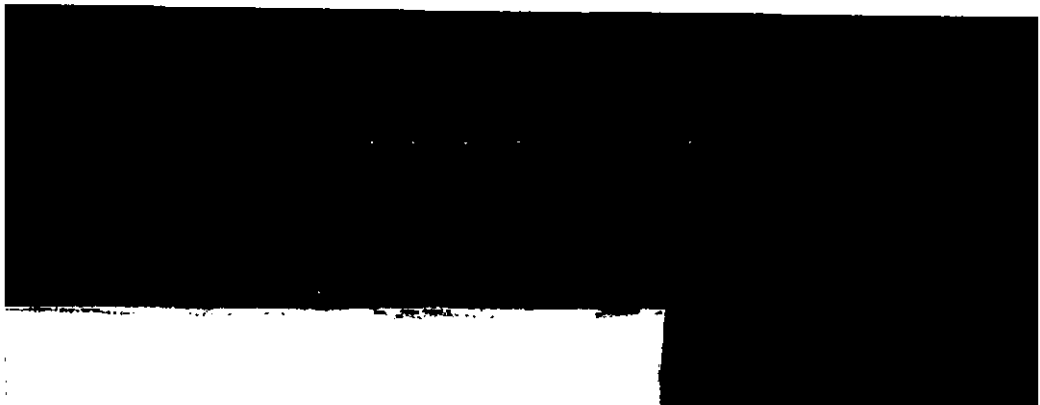
Section 7: Officers

Section 7.1. Enumeration of Officers: The officers of the Association shall consist of a President, a Secretary, a Treasurer and such Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Executive Board may from time to time elect. Except for the President, no officer need be a member of the Executive Board.

Section 7.2. Election and Term: The officers of the Association shall be elected annually by the Executive Board. Such elections shall be held at the first meeting of the Executive Board next following the Annual Meeting or Substitute Annual Meeting of the Members. Each officer shall hold office until his death, resignation, removal or until his successor is elected and qualified.

Section 7.3. Removal: Any officer elected or appointed by the Executive Board may be removed by the Executive Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4. Vacancy: A vacancy in any office may be filled by the election by the Executive Board of a successor to such office. Such election may be held at any meeting of the Executive Board. The officer elected to fill such vacancy shall serve for the remaining term of the officer he replaces.



Section 7.5. Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a member of the Executive Board.

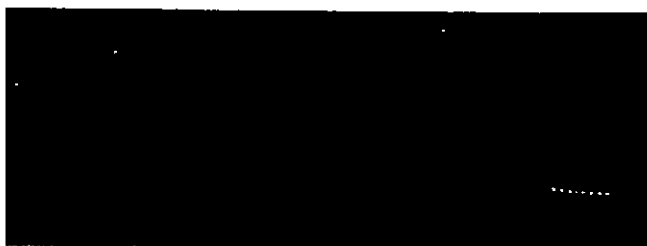
Section 7.6. President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of an elected Chairperson, he shall also preside at all meetings of the Executive Board. He shall see that the orders and resolutions of the Executive Board are carried out; he shall sign all written instruments regarding the Common Elements and co-sign all promissory notes of the Association, if any; and he shall have all of the general powers and duties which are incident to the office of president of a corporation organized under Chapter 55A of the North Carolina General Statutes in the supervision and control of the management of the Association in accordance with these Bylaws.

Section 7.7. Vice Presidents: The Vice Presidents in the order of their election, unless otherwise determined by the Executive Board, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Executive Board shall prescribe.

Section 7.8. Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Executive Board; he shall have charge of such books and papers as the Executive Board may direct; and he shall, in general, perform all duties incident to the office of secretary of a corporation organized under Chapter 55A of the North Carolina General Statutes.

Section 7.9. Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Executive Board) and the other reports to be furnished to the Members as required in the Declaration. He shall perform all duties incident to the office of treasurer of a corporation organized under Chapter 55A of the North Carolina General Statutes.

Section 7.10. Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and the Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Executive Board.



Section 7.11. Compensation: Officers shall not be compensated on a regular basis for the usual and ordinary services rendered to the Association incident to the offices held by such officers. The Executive Board may, however, compensate any officer or officers who render unusual and extraordinary services to the Association beyond that called for to be rendered by such person or persons on a regular basis. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon quantum meruit.

Section 7.12. Indemnification: To the extent permitted by the provisions of the North Carolina Nonprofit Corporation Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the North Carolina Nonprofit Corporation Act.

Section 8: Operation of the Property

Section 8.1. Determination of Common Expenses and Fixing of the Common Charges: The Executive Board shall from time to time, and at least annually, prepare and adopt a proposed budget for the Condominium, determine the amount of the Common Expenses payable by the Owners to meet the proposed budget of the Condominium, and allocate and assess such proposed Common Expenses among the Owners according to their respective allocated interests in the Common Elements (except where another method of allocation is required or permitted in the Condominium Documents), all in accordance with the procedure set forth in this Section 8. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of the Declaration. The Common Expenses shall also include such amounts as the Executive Board deems necessary for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium; an amount for a general operating reserve; an amount for a reserve fund for repair and replacement of the Common Elements; and such amounts as may be necessary to make up any deficit in the Common Expenses for any prior year. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget (along with each Unit Owner's allocated share of the budget) to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget no less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Notwithstanding any other provisions of these Bylaws, there shall be no requirement that a quorum be present at such meeting. Notwithstanding any other provision of these Bylaws, the proposed budget is ratified unless at that meeting a majority of



6325 0315

all the Owners present and entitled to cast a vote reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

The Association, acting through the Executive Board, may levy a special assessment during any calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement comprising or to comprise a portion of the Common Elements, including fixtures and personal property; provided, however, any such special assessment must be approved by the vote of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws.

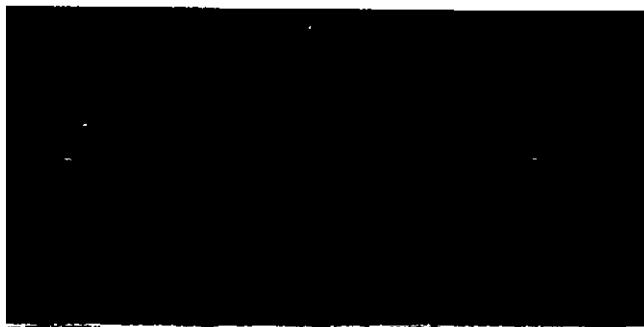
Upon making written request on the Executive Board, any Owner shall be entitled to examine and audit the financial books and records of the Association; and upon the Executive Board's receipt of any such written request, such examination shall be promptly scheduled for a mutually satisfactory time.

Section 8.2. Payment of Common Expenses: All Owners shall be obligated to pay the Common Expenses assessed by the Executive Board pursuant to the provisions of Section 8.1 hereof at such time or times as the Executive Board shall determine.

No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit. A purchaser of a Unit shall be jointly and severally liable with the seller for the payment of Common Expenses assessed against such Unit prior to the acquisition by the purchaser of such Unit, without prejudice to the purchaser's rights to recover from the seller the amounts paid by the purchaser therefor.

Section 8.3. Collection of Assessments: The Executive Board shall assess Common Expenses against the Units from time to time, and at least quarterly, in accordance with the allocations set forth in the Declaration. The Executive Board shall take prompt action to collect any Common Expenses which remain unpaid for more than thirty (30) days from the due date for payment thereof.

The Executive Board shall notify the holder of the Mortgage on any Unit (of which it has notice) for which any Common Expenses assessed pursuant to these Bylaws remain unpaid for more than thirty (30) days from the due date for payment thereof and in any other case where the Owner of such Unit is in default with respect



to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 8.4. Default in Payment of Common Expenses; Remedies: In the event of default by any Owner in paying to the Executive Board the Common Expenses as determined by the Executive Board and provided such default is not cured within five (5) days after the Executive Board gives the defaulting Owner written notice of the default, such Owner shall be obligated to pay interest on such Common Expenses from the due date thereof at the rate of sixteen percent (16%) per annum, together with all expenses, including reasonable attorneys' fees (if permitted by law), incurred by the Executive Board in any proceeding brought to collect such unpaid Common Expenses.

If a defaulting Owner does not pay delinquent Common Expenses within five (5) days after the Executive Board gives such defaulting Owner written notice of the default, the Executive Board shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees (if permitted by law), in an action to recover a money judgment for the same brought against such Owner, or by foreclosure of the lien on such Unit in like manner as a deed of trust or mortgage of real property. Provided the defaulting Owner fails to pay the delinquent Common Expenses within five (5) days after the Executive Board gives such defaulting Owner written notice of the default, the Executive Board shall also have the right to impose uniform late payment charges for delinquent Common Expense payments, which charges shall be recoverable in the proceedings specified above.

In the event of the failure of an Owner to pay any assessment imposed hereunder, or any installment thereof, for more than sixty (60) days after such assessment or installment thereof shall become due (and provided the Executive Board has given the defaulting Owner written notice of the default at least 5 days prior to the end of such 60-day period), in addition to the other remedies available under the Condominium Documents and the North Carolina Condominium Act, the Executive Board shall have the right to declare all other Common Expense assessments, and installments thereof, with respect to such Owner's Unit that are to fall due during the then current fiscal year of the Association to be immediately due and payable.

Section 8.5. Lien and Personal Obligations: All Common Expenses provided for in this Article, together with the interest and expenses, including reasonable attorneys' fees (if permitted by law), as provided for herein, shall be a charge on and a continuing lien upon the Unit against which the assessment is made, which such lien shall be prior to all other liens excepting only (i) assessments, liens and charges for real estate taxes due and unpaid on the Unit and (ii) all sums unpaid on Mortgages and other liens



and encumbrances duly recorded against the Unit prior to the docketing of such lien. Such lien shall become effective when a notice thereof has been filed in the Office of the Clerk of Superior Court for Mecklenburg County, North Carolina, provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of more than thirty (30) days after the same shall become due. Such notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied. In addition, each Owner shall be personally liable for any assessment against his Unit. No Owner may exempt himself from such liability by non-use or enjoyment of any portion of the Common Elements or by the abandonment or sale of his Unit.

Section 8.6. Foreclosure of Liens for Unpaid Common Expenses: In any action brought by the Executive Board to foreclose on a Unit because of unpaid Common Expenses, the Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

Section 8.7. Abatement and Enjoinder of Violations by Owners: In the event of a violation of any rule or regulation adopted by the Executive Board, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration which violation or breach shall not be cured by the defaulting Owner within ten (10) days after the Executive Board gives the defaulting Owner written notice of such violation or breach (except in cases of emergencies, in which no written notice shall be required), the Executive Board shall have the right, in addition to any other rights set forth in these Bylaws or at law or in equity: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Owner; (c) after notice and opportunity to be heard, to levy reasonable fines not to exceed One Hundred Fifty and No/100 Dollars (\$150.00).

Section 8.8. Maintenance and Repair: Except as is specifically provided in the Declaration, all maintenance and any repairs to any Unit, whether ordinary or extraordinary (other than maintenance of and repairs to any Common Elements contained therein and not necessitated by the negligence, misuse or neglect of the Owner of such Unit) shall be made by the Owner of such Unit. Each Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that his failure to do so may engender; and except as is specifically provided in the Declaration, all maintenance, repairs and replacements to the Common Elements (unless necessitated by the negligence, misuse or neglect



of an Owner, in which case such expense shall be charged to and paid by such Owner), shall be made by the Executive Board; provided, however, there is excluded from the provisions contained in this section any repairs necessitated by casualty insured against by the Executive Board to the extent the Executive Board receives insurance proceeds for such repairs.

Section 8.9. Additions, Alterations or Improvements by Owners: No Owner shall make any structural addition, alteration, or improvement in or to his Unit or to any Limited Common Element, or any change in the exterior appearance thereof, except in accordance with North Carolina General Statutes Section 47C-2-111.

Section 8.10. Use of Common Elements: An Owner shall not interfere with the use of the Common Elements by the remaining Owners and their employees and invitees.

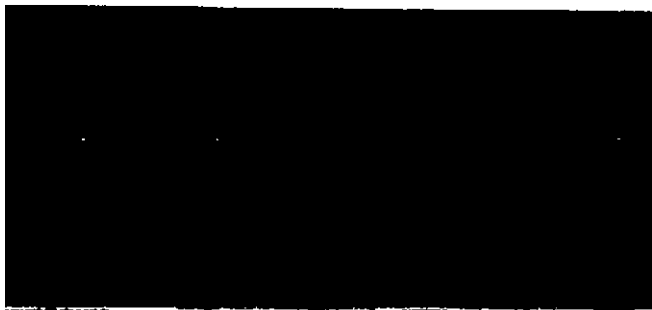
Section 8.11. Right of Access. An Owner shall grant a right of access to his Unit to the Independent Manager and/or any other person authorized by the Executive Board or the Independent Manager for the purpose of making inspection of or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical equipment or other Common Elements in or adjoining his Unit; provided, however, such requests for entry (except in the case of emergencies, when no request shall be required) are made in advance and any such entry is at a time reasonably convenient to the Owner. In the case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

Section 8.12. Rules of Conduct: Rules and regulations concerning the use of the Units and the Common Elements shall be promulgated and amended by the Executive Board with the approval of Owners owning in the aggregate at least a sixty percent (60%) allocated interest in Common Elements. Copies of such rules and regulations shall be furnished by the Executive Board to each Owner prior to the time when the same shall become effective.

Section 8.13. Common Expenses for Utilities: Any utilities which may be provided to the Units through a single or common meter or facility, and utilities furnished to any portion of the Common Elements, shall be paid by each Owner as and when billed according to the extent of such Owner's use or, at the option of the Executive Board, such may be paid by the Executive Board and assessed against the Units as a Common Expense.

Section 9: Amendments

These Bylaws may be amended at any time by an instrument in writing signed and acknowledged by Owners holding at least sixty



percent (60%) of the vote in the Association, which instrument shall be effective only upon recordation in the Office of the Register of Deeds of Mecklenburg County, North Carolina. Provided, however, where a larger vote in the Association is required for the Association to take or refrain from taking a specific action, as set forth in the Condominium Documents, no amendment of these Bylaws shall be made unless and until the Owners holding such larger percentage of the vote in the Association execute said amending instrument. All persons or entities who own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws which is duly passed, signed, acknowledged and recorded as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights and priorities of any Mortgagee, without the consent of such Mortgagee. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Declarant provided for in the Condominium Documents, without the consent of Declarant.

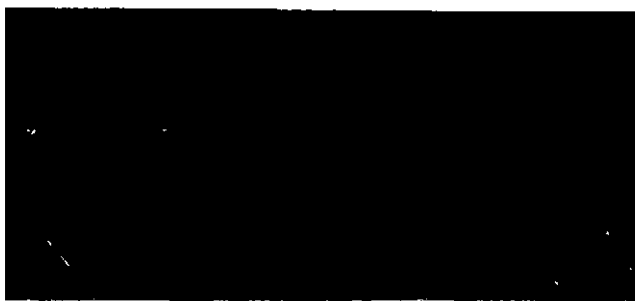
Section 10: Miscellaneous

Section 10.1. Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof or hereof which shall remain in full force and effect.

Section 10.2. Successors Bound: The rights, privileges, duties and responsibilities set forth in the Condominium Documents, as amended from time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 10.3. Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 10.4. Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, the members of the Executive Board, or any other private individual either during its existence or upon dissolution, except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes as set forth in the Articles of Incorporation of the Association and these Bylaws.



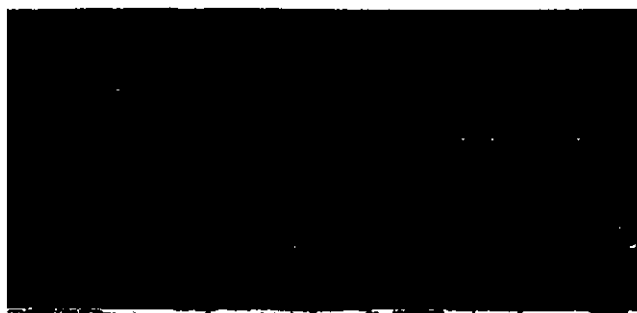
DEEDBOOK PAGE
6325 0320

EXHIBIT C
to
Declaration of Condominium -
Billingsley Medical/Dental Center Condominium

Plans

The Plans of the Condominium prepared by William A. Soiset, North Carolina Registered Land Surveyor, dated May 17, 1990, consisting of one (1) sheet and by Wilkerson Associates, Inc., dated June 27, 1990, consisting of three (3) sheets, all of which were attached to this Declaration at the time of filing hereof, and all of which are filed in Unit Ownership File No. 380 in the Mecklenburg Public Registry.

7.12.90



DEEDBOOK PAGE
6325 0321

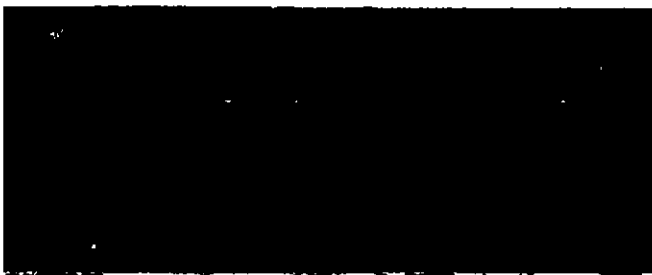
EXHIBIT D
to
Declaration of Condominium -
Billingsley Medical/Dental Center Condominium

Initial Allocated Interests in Common Elements*

Unit 101	-	8.0672%	:
Unit 102	-	12.3207%	
Unit 103	-	15.5191%	
Unit 104	-	14.6373%	
Unit 105	-	31.5745%	
Unit 106	-	17.8812%	

* Calculated in accordance with the provisions in §5.3 in the Declaration (i.e., square footage of first floor heated floor area in each Unit/total square footage of first floor heated floor area in all Units) and subject to automatic adjustment as provided in §5.3 in the Declaration.

7.12.90



DEEDBOOK PAGE
6325 0322

EXHIBIT E
to
Declaration of Condominium
ARTICLES OF INCORPORATION
OF
THE BILLINGSLEY MEDICAL/DENTAL CENTER
OWNERS' ASSOCIATION, INC.

I, the undersigned, being a natural person of full age, make these Articles of Incorporation for the purpose of forming a nonprofit corporation pursuant to the provisions of Chapter 55A of the North Carolina General Statutes.

:
ARTICLE I

NAME

The name of the corporation is the Billingsley Medical/Dental Center Owners' Association, Inc.

ARTICLE II

DURATION

The period of duration of the corporation shall be perpetual.

ARTICLE III

PURPOSES

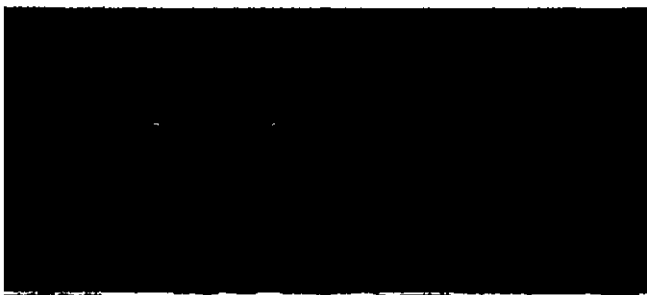
The purposes for which the corporation is organized are:

(a) To provide for the management, maintenance, preservation, administration and operation of the Billingsley Medical/Dental Center Condominium, a condominium organized pursuant to Chapter 47C of the North Carolina General Statutes, the North Carolina Condominium Act, as set forth in that certain Declaration of Condominium to be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina (the "Declaration").

(b) To promote the health, safety and welfare of the "Owners" (as defined in the Declaration) and residents within the jurisdiction of this corporation.

(c) To engage in any and all lawful activities incidental to the foregoing purposes, except as restricted herein.

1.19.90



ARTICLE IV

POWERS

In order to carry out the purposes for which this corporation has been formed, the corporation shall have all of the powers set forth in Chapter 55A of the North Carolina General Statutes, including, but not by way of limitation, the power:

(a) To exercise all of the privileges and powers and to perform all of the duties and obligations of the corporation as set forth in the Declaration and the Bylaws attached thereto;

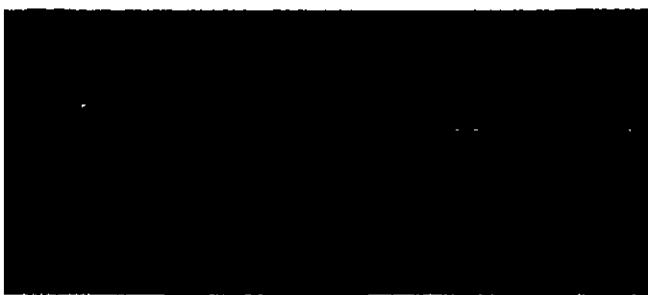
(b) To fix, levy, collect and enforce payment of (by any lawful means) all charges or assessments pursuant to the terms of the Declaration and Chapter 47C of the North Carolina General Statutes, the North Carolina Condominium Act; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) To borrow money, and, in accordance with the terms of the Declaration and the North Carolina Condominium Act, to mortgage, pledge, grant a deed of trust or hypothecate any or all of the Common Elements (as defined in the Declaration) as security for money borrowed or debts incurred, subject to the property rights of the members of the corporation as provided in the Declaration and the Bylaws attached thereto;

(e) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members of the corporation as provided in the Declaration and the Bylaws attached thereto.

In addition, the corporation shall have all of the powers set forth in North Carolina General Statutes Section 47C-3-102.



ARTICLE V

NO PECUNIARY GAIN

This corporation is a nonprofit corporation, and no part of the net earnings (if any) of the corporation shall inure to the pecuniary benefit of its Members (as defined hereinbelow), officers, or directors.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Membership in the corporation ("Membership") shall be limited to the Owners of Units (as defined in the Declaration) in the Billingsley Medical/Dental Center Condominium, and every Owner of a Unit shall automatically be a member (a "Member") of the corporation. Members shall not include persons or entities who hold an interest in a Unit merely as security for the payment or performance of an obligation. Membership in the corporation shall be appurtenant to and may not be separated from Unit ownership.

The total number of votes of the Membership of the corporation shall be one hundred (100). Each Member shall be entitled to cast that number of votes for each Unit owned by such Member equal to the percentage interest in the Common Elements allocated to such Unit by the Declaration. In the event fee simple title to a Unit is owned of record by more than one person or entity, all such persons or entities shall be Members, but the votes with respect to any such jointly owned Unit shall be cast as hereinafter provided.

If the fee simple title to any Unit is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the votes with respect to any such jointly owned Unit may be cast by any one of the joint Owners in person or by proxy, except that the holder or holders of a life estate in a Unit shall have the sole right to cast the votes allocated to the Unit. If more than one of the joint Owners vote or more than one life estate holder in a Unit vote, the unanimous action of all joint Owners or joint life estate holders voting shall be necessary to effectively cast the votes allocated to the particular Unit. Such unanimous action shall be conclusively presumed if any one of such multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other of such joint Owners.

In no event may the votes which may be cast with respect to any Unit be divided among joint Owners of the Unit or cast in any manner other than as a whole, it being the intention that there be no "splitting" of votes that may be cast by any Member or Members.



DEEDBOOK PAGE
6325 0325

ARTICLE VII

REGISTERED AGENT AND OFFICE

The address of the initial registered office in the State of North Carolina is 2506 Knollwood Road, Charlotte, Mecklenburg County, North Carolina 28211, and the name of the initial registered agent at such address is Everett L. Wohlbruck.

ARTICLE VIII

EXECUTIVE BOARD OF DIRECTORS

The affairs of the corporation shall be managed by an Executive Board of directors of three (3) members who need not be Members of the corporation. The number of members of the Executive Board of directors may be changed from time to time by amendment of the Bylaws of the corporation. The number of persons constituting the initial Executive Board of directors is three (3), and the names and addresses of the persons who are to act as initial members of the Executive Board of directors until the first annual meeting of the Members or until their successors are elected and qualified are:

Name

Everett L. Wohlbruck	2506 Knollwood Road Charlotte, North Carolina 28211
John M. Archer, III	2221 Randolph Road Charlotte, North Carolina 28207
H. Dowe Albright, III	1851 East Third Street Charlotte, North Carolina 28204

The Members of the corporation shall elect members to serve on the Executive Board of directors at each annual meeting, such members of the Executive Board of directors to serve for a term of one (1) year. Members of the Executive Board of directors may succeed themselves in office.

ARTICLE IX

AMENDMENTS

Amendments of these Articles of Incorporation shall require the assent of the Members entitled to exercise at least three-fourths (3/4ths) of the entire vote of the Membership. Provided, however, no amendment to these Articles of Incorporation shall be adopted or passed which shall impair or prejudice the rights of Declarant provided for in these Articles of Incorporation, in the Declaration, or in the Bylaws, without the consent of Declarant.

ARTICLE X

INCORPORATOR

The name and address of the incorporator is: Charles O. DuBose, Kennedy Covington Lobbell & Hickman, 3300 NCNB Plaza, Charlotte, North Carolina 28280.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 15 day of January, 1990.

Charles O. DuBose (SEAL)
Charles O. DuBose



DEEDBOOK PAGE

STATE OF NORTH CAROLINA

6325 0327

MECKLENBURG COUNTY

This is to certify that on this 27th day of February, 1990, before me, [Signature], a Notary Public of Mecklenburg County, North Carolina, personally appeared Charles O. DuBose, who executed the foregoing Articles of Incorporation of the Billingsley Medical/Dental Center Owners' Association, Inc., and, after having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 27th day of February, 1990.

[Signature]
Notary Public

My Commission Expires:

February 28, 1992

[NOTARIAL SEAL]

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of Janice P. Self and Lana Aumer

Notary(ies) Public is, are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. POWERS, REGISTER OF DEEDS
By [Signature] Deputy - Register of Deeds

1.19.90

