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Prepared by and hold for: (Boyer)
Smith Helms Mullis & Moore, L.L.P. (CMR)
000756
STATE OF NORTH CAROLINA
COUNTY OF WAKE

PRESENTED
FOR
REGISTRATION
98 SEP 29 PM 3:15
LAURA M. MOORE
REGISTER OF DEEDS
WAKE COUNTY

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION ("Agreement") is made and entered into as of this the 29th day of September, 1998, by WEEKS REALTY, L.P., a Georgia limited partnership (the "Declarant"), successor in interest to Woodlake Limited Liability Company with an address of 1800 Perimeter Park Drive, Morrisville, NC 27560;

WITNESSETH:

WHEREAS, an Amended and Restated Declaration (the "Declaration") was recorded in Book 6659, Page 698, Wake County Registry with respect to, among other thing, the easements, rights, obligations, covenants, conditions, and restrictions affecting the Property described therein;

WHEREAS, the Declaration provided that at such time as Declarant owned fifty percent or more of the Property, the Declaration could be amended by the sole action of Declarant;

WHEREAS, Declarant is the owner of certain parcels of land located in Woodlake Center, Wake County, North Carolina and more particularly described on Exhibit A, attached hereto and made a part hereof (the "Declarant Tracts") which comprise greater than fifty percent of the Property, including, but not limited to, Lot 1, Woodlake Center, Wake County, North Carolina, more particularly described on Exhibit B, attached hereto and made a part hereof, on which is located a fire prevention system (the "System");

WHEREAS, Declarant has constructed and maintains the System for the benefit of the Owners;

WHEREAS, Declarant desires to provide to all of the Owners the right to connect to and use the System located on Lot 1 as provided herein;

WHEREAS, Declarant desires to provide for the construction upon Lot 4, Woodlake Center of a detention pond, as required by local governmental authorities in accordance with the provisions hereof; and

WHEREAS, Declarant desires to provide for the use by all Owners of the sewer pump station and related improvements located on Lot 4, Woodlake Center.

NOW, THEREFORE, to enhance and protect the value of the Property, the parties hereto hereby covenant, and agree that from and after the recording of this Agreement in the office of

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the Register of Deeds of Wake County, the Property shall, subject to the provisions of this Agreement, be used, owned, sold, conveyed, transferred, occupied and leased by each Owner and any subsequent owners of all or any portion of the Property and their respective successors, and assigns, subject to the following covenants and agreements of this Agreement, and entitled to the benefits of this Agreement:

1. Use of Fire Prevention System. Pursuant to the terms and conditions of this Agreement, Declarant hereby covenants and agrees that each Building Lot and the Owner thereof has the perpetual, nonexclusive right, license, and privilege of use of the System located on Lot 1 to benefit its respective Building Lot. Each Owner shall connect to and use the System located on Lot 1 by connecting to the line connection located in the road right of way adjacent to its respective Building Lot.

As a condition precedent to any Owner being allowed the use of the System, the Owner must (i) submit to Declarant a written statement with respect to its usage requirements, and such other information as Declarant shall reasonably require, and (ii) receive written notice from the Declarant confirming the right of the Owner to usage of the System and its permissible usage amount. In the event, any Owner shall exceed its permissible usage amount, Declarant shall have the right to terminate the right of such Owner to usage of the System and to the line connection.

2. Use of Sewer Pump Station. Each Owner shall have the right to enter upon Lot 4 to use, maintain and repair the sewer pump station and related equipment located on Lot 4 (collectively, the "Sewer Pump Station"). The costs to repair and maintain the Sewer Pump Station, and the means of access thereto shall be borne equally by each Owner. Each Owner shall be assessed a portion of the costs to maintain and repair the Sewer Pump Station, and the means of access thereto under the procedures described in the Declaration.

3. Detention Pond. The Owners of Lots 4, 5, and 6 shall bear responsibility for the construction, maintenance, repair, and replacement of a detention pond (the "Detention Pond") to be located on Lot 4, and the means of access thereto. All costs for the Detention Pond shall be borne equally by the Owners of Lots 4, 5, and 6. The plans for the detention pond should be reviewed and approved by all applicable governmental authorities, and the detention pond and related equipment should be maintained as mandated by applicable governmental authorities, and good business practices. The Owner of the first Lot to be developed of Lots 4, 5, and 6 (the "First Owner") shall prepare and seek approval of the plans for the Detention Pond, and shall bear responsibility for ensuring the construction of the Detention Pond. The First Owner shall notify the other Owners of their share of costs for the construction of the Detention Pond, and each Owner shall remit the required amount to the First Owner within fifteen days of its receipt of such notice.

4. Maintenance. The System, Sewer Pump Station, the Detention Pond and the means of access thereto shall be maintained in accordance with specifications for such maintenance as mandated by applicable governmental authorities and good business practices, and in accordance with and by the parties set forth in the Declaration. Maintenance of the System, Sewer Pump Station, Detention Pond and the means of access thereto shall be

performed by the Declarant, and the costs therefore shall be borne by each Owner in accordance with the provisions of the Declaration. Notwithstanding the foregoing, any repair or maintenance to the System or the Detention Pond, the easement area located on Lot 4 or to any improvements located thereon which is required due to the deliberate or negligent act or omission of an Owner, or its agents, tenants, employees, invitees, licensees, or contractors shall be paid for by that Owner.

5. No Public Dedication. Nothing herein is intended to nor shall be construed to create any rights whatsoever for the benefit of the general public in the System.

6. Non-Obstruction. The agreements herein provided are intended to, and shall be construed to, permit free and unobstructed usage of the System, the Detention Pond, and the Sewer Pump Station as provided herein.

7. Reservation of Rights. Each Owner (for itself and its successors and assigns) hereby reserves any and all rights to the subsurface beneath, and the airspace over, each respective Lot(s) of land, including the right to use the same, so long as the use is not inconsistent with and does not impede the free and unobstructed use of the System, Sewer Pump Station, and the Detention Pond intended to be provided by this Agreement. In addition, each Owner hereby reserves full right, power and authority to make such driveway and curb cuts with respect to that portion of any driveway located on any Lot.

8. Condemnation. If all or any portion of a Lot is taken by or under threat of condemnation by any duly constituted governmental authority, the full amount of the condemnation award or payment attributable to the value of the land so taken, including specifically but without limitation that portion of the award or payment attributable to the portion of the driveway affected (or the Lot underlying such driveway) so taken, shall be payable to the Owner whose land is taken.

9. Miscellaneous.

(a) Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by prepaid telegram followed by confirmatory letter. Notice so mailed shall be effective upon the expiration of three business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of the receipt of notices hereunder, the address of the Owner(s) shall be as established in the current Wake County tax records. Any Owner shall have the continuing right to change its address for notice hereunder to any other location by the giving of fifteen days notice to each Owner in the manner set forth above.

(b) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. All obligations of the parties hereunder are performable in Wake County, North Carolina.

(c) Attorneys' Fees. If any litigation is initiated or defended by an Owner against another Owner relating to this Agreement or the subject matter hereof, the Owner prevailing in such litigation shall be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection therewith.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each Owner.

(e) Exhibits. The Exhibits attached hereto are hereby incorporated herein for any and all purposes.

(f) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(g) No Public Dedication; No Third Party Beneficiaries or Consents. This Agreement is not intended, and shall not be construed (a) as a dedication to the public of any interests in the System, Sewer Pump Station, or the Detention Pond, or (b) to give any member of the public, or any party other than as provided herein, any right whatsoever herein or therein.

(h) Number and Gender, Captions and References. As the context of this Agreement may require, pronouns shall include all persons, the singular number shall include the plural and the neuter shall include the masculine and the feminine gender. Section and subsection headings in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define any section or subsection hereof. Whenever the word "hereof", "herein", "hereunder" or a word of similar import is used in this Agreement, it shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "section" shall be construed as referring to the indicated section of this Agreement.

(i) Waiver. This Agreement may not be waived orally or impliedly, but only by written document executed by the Owner against which such waiver is sought. Neither the failure of a party to complain of any violation of this Agreement, regardless of how long such failure continues, nor the failure of a party to invoke (or the election by an Owner not to invoke) any right, remedy or recourse for a violation hereof, shall extinguish, waive or in any way diminish the rights, remedies and recourses of the Owner with respect to such violation. No waiver by an Owner of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof.

(j) Liability; Subsequent Sale. Upon the divestiture (voluntarily or involuntarily) of the legal and beneficial title of an Owner hereunder to its Lot, the prior Owner shall thereupon be

relieved of all liability under this Agreement which accrues after the date of divestiture. The preceding sentence shall not, in any way and to any extent, apply to relieve the Owner a Lot of the accrual of interest on any sum which the divesting Owner became required to pay prior to divestiture, or impair the other Owner's lien against the Lot disposed of for sums due by the divesting Owner, or affect the obligation of the subsequent Owner for any liabilities accruing after the date of divestiture.

(k) Equitable Relief. If any Owner breaches or threatens to breach this Agreement, the non-breaching Owner may suffer irreparable harm as a consequence thereof which may be difficult to quantify. Accordingly, in the event of any breach or threatened breach of this Agreement, the non-breaching Owner shall be entitled to seek and obtain, in addition to such other legal or equitable relief as may be available, specific performance of the other Owner's obligations under this Agreement and/or an injunction against such breach or threatened breach.

(l) Due Execution; Authority; Binding Effect. The undersigned hereby warrant and represent that (i) they have full right, power and authority to execute and deliver this Agreement on behalf of Owner indicated, (ii) that this Agreement has been duly executed and delivered on behalf of the Owner indicated and (iii) this Agreement constitutes the valid and binding agreement of the Owner so indicated.

(m) No Merger. In the event all or any portion of the Lots is sold, or one or more Lots recombined into one Lot, the rights established to benefit the Owners shall not be terminated.

(n) Additional Documents. Each Owner shall provide such additional agreements, deeds, declarations and documents as may be necessary to effectuate the provisions hereof and each Owner hereto agrees to execute such additional agreements and documents as may be requested by the other Owners hereto to accomplish the transactions described herein.

(o) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration by a panel of three arbitrators in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators shall be bound to enforce any applicable statute of limitations. The arbitration shall take place in Wake County, North Carolina.

(p) No Encumbrances. Grantor represents and warrants that there is no deed of trust or mortgage encumbering Lot 1 as of the date of recordation of this Agreement.

(q) Default by Owner. Should there occur a default or event of default hereunder by any Owner, Declarant shall have the right to terminate the right of such Owner to use the System and the line connection, the Detention Pond, and the Sewer Pump Station until such time as any such Owner shall cure the default or event of default to the reasonable satisfaction of Declarant.

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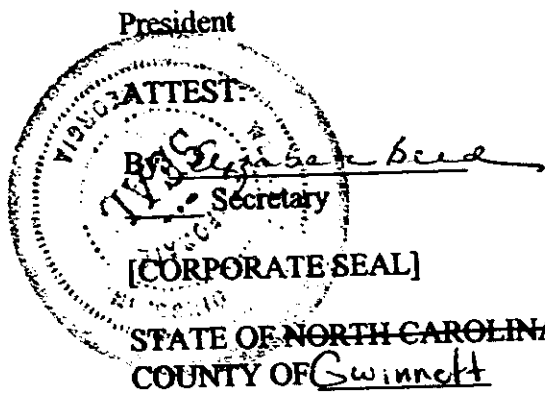
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

DECLARANT:

WEEKS REALTY, L.P. (SEAL), a Georgia limited partnership authorized to do business in the State of North Carolina as WEEKS REALTY LIMITED PARTNERSHIP

BY: WEEKS GP HOLDINGS, INC., a Georgia corporation, its sole general partner

By: Thomas D. Senkbeil
Print Name: Thomas D. Senkbeil
Title: Vice Chairman

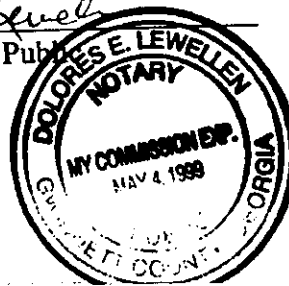


STATE OF NORTH CAROLINA Georgia
COUNTY OF Gwinnett

THIS 2nd day of September, 1998, personally came before me, a Notary Public in and for the said County and State, Thomas D. Senkbeil, who, being by me duly sworn, says that he is the Vice Chairman of WEEKS GP HOLDINGS, INC., a corporation, the sole general partner of WEEKS REALTY, L.P., a Georgia limited partnership and that the seal affixed to the foregoing instrument in writing is the official corporate seal of said corporation, and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and the said Vice Chairman acknowledged the said writing to be the act and deed of said corporation in its capacity as the sole general partner of said limited partnership and as the act and deed of said limited partnership.

WITNESS my hand and notarial seal, this 2nd day of September, 1998.

Dolores E. Lewellen
Notary Public



My Commission Expires: May 4, 1999

RALEIGH/016094-011/91748 v.02 09/22/98

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Dolores E. Lewellen

Notar(y)(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.

LAURA M. RIDDICK, Register of Deeds

By Laura M. Riddick
Asst/Deputy Register of Deeds

EXHIBIT A
DECLARANT TRACTS

Lot 1:

BEING all of that certain tract or parcel of land containing 7.51 acres according to plat of survey entitled "RECORD PLAT OF WOODLAKE INDUSTRIAL CENTER, PHASE ONE, PITCAIRN GROUP LTD., CARY, CEDAR FORK TWSP., WAKE COUNTY, NORTH CAROLINA dated November 19, 1993, prepared by DSA Design Group and recorded in Book Maps 1993, Page 1616, Wake County Registry.

Lot 2:

BEING Lot 2 located at Woodlake Industrial Center, Wake County, NC, as more particularly described on that certain map recorded in Book of Maps 1996, Page 1313, Wake County Registry

Lot 3

That 7.914 acre tract of land lying in the Cedar Fork Township, near the Town of Cary, Wake County, North Carolina, and being a portion of the tract describer in Deed Book 4831, Page 301 as recorded in the Office of the Wake County Register of Deeds, and being bounded on now or formerly on the North by the Raleigh Durham Airport Authority (See Deed Book 2333, page. 449, Wake Registry), on the East by Lot 1 Woodlake Industrial Center (See Book of Maps 1993, page 1616, Wake Registry) on the South by Innovation Avenue (70' public right-of-way, see Book of Maps 1994, pages 259-260, Wake County Registry), and on the West in part by Lot 6 Woodlake Industrial Center (See Book of Maps 1996, page 1319, Wake County Registry) and in part by the Raleigh Durham Airport Authority (now or formerly, see Deed Book 2333, page 449, Wake Registry), and being more particularly described as follows:

Beginning at an existing iron pipe in the Northern right-of-way line of said Innovation Avenue, said iron being North 27 degrees 53 minutes 38 seconds West 1421.38 feet from an existing NCGS Monument "GASTON" (all bearings are referenced to NC Geodetic Grid North 1983 and all distances are horizontal ground); thence along said Northern right-of-way of Innovation Avenue, South 79 degrees 26 minutes 01 seconds West 329.50 feet to an existing iron pipe, a common corner with said Lot 6; thence leaving said Northern right-of-way line along a common line with said Lot 6, North 10 degrees 33 minutes 59 seconds West 397.95 feet to an existing iron pipe, a common corner with said Lot 6; thence along a common line with said Lot 6, South 79 degrees 26 minutes 01 seconds West 407.09 feet to an existing iron pipe, a common corner with said Lot 6 and

in the line of said Raleigh Durham Airport Authority; thence with the line of said Raleigh Durham Airport Authority, North 03 degrees 46 minutes 02 seconds West 298.92 feet to an existing iron pipe, the Northwest corner of said Lot 3; thence with the line of said Raleigh Durham Airport Authority, North 79 degrees 23 minutes 10 seconds East 701.20 feet to an iron pipe, the Northeast corner of said Lot 3 and a common corner with said Lot 1; thence along a common line with said Lot 1, South 10 degrees 33 minutes 59 seconds East 695.36 feet to an existing iron pipe, the Point of Beginning.

Said parcel contains 7.914 acres and is the same as shown on Boundary maps entitled "RECOMBINATION SURVEY OF LOT 6 WOODLAKE INDUSTRIAL CENTER" dated August 21, 1996 and "A SUBDIVISION PLAT OF WOODLAKE INDUSTRIAL CENTER" sheet 1 of 4 dated July 31, 1996 both prepared by DSAntantic Corporation.

Lot 5:

BEING Lot 5 located at Woodlake Industrial Center, Wake County, NC, as more particularly described on that certain map recorded in Book of Maps 1995, Page 1794, Wake County Registry.

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EXHIBIT B

LOT 1

Lot 1:

BEING all of that certain tract or parcel of land containing 7.51 acres according to plat of survey entitled "RECORD PLAT OF WOODLAKE INDUSTRIAL CENTER, PHASE ONE, PITCAIRN GROUP LTD., CARY, CEDAR FORK TWSP., WAKE COUNTY, NORTH CAROLINA dated November 19, 1993, prepared by DSA Design Group and recorded in Book Maps 1993, Page 1616, Wake County Registry