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**DECLARATION OF CONDOMINIUM
for
COURTSIDE CONDOMINIUM**

Date: February 17th, 2006

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA. (See Section 7.13)

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS. (See Section 7.14)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**DECLARATION OF CONDOMINIUM
FOR COURTSIDE CONDOMINIUM**

This Declaration of Condominium (this "Declaration") is made this 15th day of February, 2006, by **COURTSIDE PROPERTIES, LLC**, a North Carolina limited liability company ("Declarant"), pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled the "North Carolina Condominium Act."

BACKGROUND STATEMENT

Declarant is the owner of the following real property located in the City of Charlotte, Mecklenburg County, North Carolina (collectively, the "Property"):

A. A parcel of land containing approximately 0.6352 acres, located on Corner of North Caldwell Street and East Sixth Street in the First Ward neighborhood of Charlotte, North Carolina, and more particularly described on Exhibit A attached hereto (the "Land").

B. A building (the "Building") that is seventeen (17) stories at its maximum height located on the Land which, as more specifically set forth herein, will contain one hundred six (106) residential condominium units, one (1) commercial condominium unit and certain common amenities, such as exterior walkways, landscaped areas, and a rooftop terrace.

C. A six (6) level shared Parking Facility located within the Building.

D. The appurtenant easement rights benefiting the Land as more particularly set forth in the Reciprocal Easement Agreement between Courtside Properties, LLC and Court 6, LLC recorded in Mecklenburg County Public Registry as further described in Section 1.18 hereof (the "REA"). Notwithstanding anything in this Declaration to the contrary, all of the Condominium Documents, as defined below, shall be expressly subordinate to the provisions of the REA.

E. The appurtenant rights benefiting the Land as more particularly set forth in that certain Easement Agreement recorded in Book 17661 at Page 299 in the Mecklenburg County Public Registry, as re-recorded in Book 17916 at Page 971 in the Mecklenburg County Public Registry, and amended by that certain First Amendment to Easement Agreement recorded in Book 18435 at Page 10 in the Mecklenburg County Public Registry (as amended, the "CHA Easement"). Notwithstanding anything in this Declaration to the contrary, all of the Condominium Documents, as defined below, shall be expressly subordinate to the provisions of the CHA Easement. The appurtenant easement rights set forth in D and E of this Background Statement are collectively referred to as, the "Easement Rights."

Declarant desires to submit the Property to the terms and provisions of the North Carolina Condominium Act. In addition, Declarant has deemed it desirable to create a nonprofit, incorporated owners association which will be delegated and assigned powers of maintaining and administering the common areas and facilities on the Property, of administering and enforcing the covenants and restrictions created in this Declaration, and of levying, collecting and disbursing the assessments and charges created in this Declaration, and of taking any steps or performing any acts deemed necessary or appropriate to preserve the values of condominium

units within the Property and to promote the recreation, health, safety and welfare of the unit owners. In order to accomplish the foregoing, Declarant is entering into this Declaration.

STATEMENT OF DECLARATION

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, occupied and used 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 the Property 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 Property, 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 shall have the following meanings when used in this Declaration:

- 1.1 Adjacent Building. "Adjacent Building" is defined in Section 1.18 below.
- 1.2 Adjacent Condominium. "Adjacent Condominium" is defined in Section 1.18 below.
- 1.3 Adjacent Land. "Adjacent Land" is defined in Section 1.18 below.
- 1.4 Adjacent Property Owner. "Adjacent Property Owner" is defined in Section 1.18 below.
- 1.5 Association. "Association" shall mean and refer to Courtside Condominium Owners Association, Inc., a corporation organized and existing under the North Carolina Non-Profit Corporation Act pursuant to and in accordance with this Declaration, the Bylaws, and the North Carolina Condominium Act.
- 1.6 Balcony. "Balcony" or "Balconies" shall mean and refer to the private balconies allocated as limited common elements to each Residential Unit (excluding Units 705 and Units 711 through 717).
- 1.7 Building. "Building" shall mean and refer to the seventeen (17) story (at maximum height) building to be constructed upon the Land, which contains a total of one hundred six (106) Residential Units, one (1) Commercial Unit, the Parking Facility, and certain Common Elements, as further described in Article III hereof.
- 1.8 Bylaws. "Bylaws" shall mean and refer to the bylaws of the Association, a copy of which is attached hereto as Exhibit C, and all amendments to such bylaws which may from time to time be adopted.

1.9 Commercial Unit. "Commercial Unit" shall mean and refer to the one (1) Unit located in a portion of the first two levels of the Building as identified on the Plans, which is restricted to those uses allowed, or which may be approved, under the "UMUD" zoning classification, and shall also refer to any other Units into which that one (1) Unit may be subdivided by Declarant or the Owner(s) of the Commercial Unit(s), as provided herein.

1.10 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 Section 5.1 of this Declaration, including, without limitation, any easement rights appurtenant to the Condominium pursuant to the REA.

1.11 Common Elements Interest. "Common Elements Interest" shall mean and refer to the undivided percentage interest in the Common Elements allocated to each Unit, as set forth on Exhibit B attached hereto. The Common Elements Interests shall be used to allocate, among all Units, the division of proceeds, if any, resulting from any casualty loss or eminent domain proceedings, and shall be used to determine the voting rights and each Unit's share of Common Expenses.

1.12 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 N.C.G.S. §47C-1-103(5). In addition to expenses relating to the operation, instance, maintenance, repair and replacement of the Common Elements.

1.13 Condominium. "Condominium" shall mean and refer to the Courtside Condominium, as established by the submission of the Property to the terms of the North Carolina Condominium Act by this Declaration.

1.14 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 the foregoing may be amended and supplemented from time to time, and all attachments and exhibits thereto.

1.15 Declarant. "Declarant" shall mean and refer to Courtside Properties, LLC, a North Carolina limited liability company. In addition, following recordation of a document transferring to another person or entity all or some of the Special Declarant Rights, pursuant to Article VI of this Declaration, the term "Declarant" also shall mean and refer to that transferee.

1.16 Declarant Control Period. "Declarant Control Period" shall mean and refer to the period commencing on the date hereof and continuing until the earlier of (i) three (3) years after the date of the first conveyance of a Unit to an Owner other than Declarant; (ii) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant; (iii) two (2) years after Declarant ceases to offer Units for sale in the ordinary course of business; (iv) two (2) years after any development right to add new Units was last exercised; or (v) the date upon which Declarant voluntarily surrenders control of the Condominium.

1.17 Declaration. "Declaration" shall mean and refer to this Declaration of Condominium, as it may be amended in the future.

1.18 "Reciprocal Easement Agreement" shall mean that certain Reciprocal Easement Agreement between Courtside Properties, LLC and Court 6, LLC, recorded in Mecklenburg County Public Registry by Declarant as the owner of the Land and as the owner of the approximately 0.486 acre property adjacent to the Land located at the corner of Sixth Street and North Davidson Street, as more particularly described in the REA (the "Adjacent Land"). It is currently anticipated that a mixed-use condominium will be constructed on the Adjacent Land. As such, (a) the Declarant, as current owner of the Adjacent Land, (b) any other owner of the Adjacent Land, (c) the association of any condominium created on the Adjacent Land, (d) the unit owners within such condominium association, and (e) the permittees and assigns of (a), (b), and (c) may herein be collectively referred to as the "Adjacent Property Owner." Further, and building constructed on the Adjacent Land may herein be referred to as the "Adjacent Building." The REA provides certain rights and responsibilities governing (a) the use by the Declarant and the unit owners and association of the Adjacent Condominium and their successors and permittees of the Parking Facility and (b) the use of portions of the Parking Facility by the unit owners and association of the Adjacent Condominium and their successors and permittees for lateral and adjacent support and other easements. Among other things, the REA grants easements for the use of eighty-one (81) parking spaces within the Parking Facility by the Adjacent Owner and provides for the payment by the Adjacent Owner for its share of the costs incurred by the Association in the maintenance and repair of the Parking Facility.

1.19 Easement Rights. "Easement Rights" shall have the meaning provided in Paragraph D and E of the Background Statement.

1.20 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.

1.21 Land. "Land" shall mean and refer to the real property subject to this Declaration, exclusive of any improvements located thereon or incorporated therein, which is more particularly described on Exhibit A attached hereto.

1.22 Limited Common Elements. "Limited Common Elements" shall mean and refer to those portions of the Common Elements allocated by this Declaration, or the terms of N.C.G.S. §47C-2-102(2) or (4), 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 Section 5.2 of this Declaration, and as depicted on the Plans.

1.23 Manager. "Manager" shall mean any Person appointed or employed by the Association to operate, maintain and manage the Project.

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

1.25 Mortgagee. "Mortgagee" shall mean and refer to the owner and holder of a Mortgage that has notified the Association in writing, delivered to the Association's Principal

Office as set forth in the Bylaws, of its name and address, and that it holds a Mortgage on a Unit. Such notice will be deemed to include a request that the Mortgagee be given the notices and other rights described in Article XVI.

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

1.27 Owner. "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.

1.28 Parking Facility. "Parking Facility" shall mean gated parking facility located under the a portion of the Building as more particularly described in Article III of this Declaration.

1.1 Person. "Person" shall mean a natural person, corporation, municipal corporation, partnership, limited liability company, association, firm, business trust, estate, trust, joint venture, government, governmental subdivision or agency, or other legal or commercial entity and will include (except where the context otherwise requires) an Owner, the Association, each member of its Executive Board, each of its officers, the Manager, and each member of its staff, and any Mortgagee.

1.29 Plans. "Plans" shall mean and refer to the surveys, plans and specifications of the Building and the Property, prepared by A.G. Zoutewelle, a North Carolina Registered Land Surveyor, and by David Furman/Architecture, P.A., and recorded under the name of the Condominium in the Unit Ownership File in the Office of the Register of Deeds of Mecklenburg County.

1.30 Property. "Property" shall mean and refer to the real property owned by Declarant that is subjected to this Declaration, more particularly described in Paragraphs A through C of the Background Statement.

1.31 Residential Unit(s). "Residential Unit(s)" shall mean and refer to the approximately one hundred six (106) Units within the Building that are identified as such on the Plans, which are restricted to residential use.

1.32 Special Declarant Rights. "Special Declarant Rights" shall mean and refer to the rights reserved for the benefit of Declarant in the Condominium Documents, as more particularly described in Article VI of this Declaration.

1.33 Terrace. "Terrace" or "Terraces" shall mean and refer to the private terraces allocated as limited common elements to Units 705 and Units 711 through 717.

1.34 Unit. "Unit" shall mean and refer to a portion of the Property, as more particularly described in Article IV of this Declaration, that is the subject of individual ownership by an Owner, and which is restricted to residential use.

In addition, the definitions set forth in N.C.G.S. §47C-1-103 are incorporated in this Declaration by reference, and the terms defined therein shall have the meanings set forth therein when used in this Declaration or the Condominium Documents, unless those terms are 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 on which the Building and other improvements are located is located entirely in Mecklenburg County, North Carolina, contains approximately 0.6352 acres, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference. The Land and the remainder of the Property are subjected to the terms of the North Carolina Condominium Act by this Declaration. The name of the Condominium is Courtside Condominium.

Article III

DESCRIPTION OF BUILDING

The Building is a concrete and steel building, with masonry and "Dryvit" siding exterior. One portion of the Building is seventeen (17) stories with the first and second level consisting of one (1) Commercial Unit and certain Common Elements. A second portion of the Building is fourteen (14) stories with the first six (6) levels being a portion of the Parking Facility and the remaining eight (8) levels consisting of Residential Units. The third portion of the Building is nine (9) stories with the first six (6) levels being a portion of the Parking Facility and the remaining three (3) levels consisting of Residential Units. The Building contains one hundred six (106) Residential Units and one (1), Commercial Unit; provided, however, that Declarant reserves the right to subdivide and combine the Units, as provided herein, and Declarant acknowledges that the Owner(s) of the Commercial Unit(s) shall have the right to subdivide or recombine the Commercial Unit(s) as set forth in Article IX hereof. The Building is more particularly described in the Plans, which show all particulars of each Building. The Plans contain a certification by A.G. Zoutewelle, a North Carolina Registered Land Surveyor, and David F. Furman, a North Carolina Licensed Architect, that the Plans contain all the information required by N.C.G.S. §47C-2-109.

Article IV

DESCRIPTION OF UNITS

4.1 Location of Building. The location and dimensions of the Building are shown on the Plans.

4.2 Units. The location of Units within the Building, their dimensions, and their floor and ceiling elevations, are shown on the Plans. There are a total of one hundred six (106) Residential Units and one (1) Commercial Unit. The identifying number for each Unit is set forth on Exhibit B and on the Plans.

4.3 Unit Boundaries.

(a) The boundaries of each Unit are as follows:

(i) Upper Boundary: The horizontal plane of the top surface of the wallboard in the ceilings within each Unit. As depicted on the Plans, there is a vaulted ceiling in certain Units, and in such portions, the upper boundary of the Unit shall not be a single horizontal plane, but shall vary with the different planes of the finished wallboard forming the vaulted ceiling. In addition, in certain Units, as depicted on the Plans, the ceilings within different portions of the Unit may be at different elevations; in such cases, the upper boundary of the Unit shall not be a single plane, but shall vary with the differing finished ceiling elevations within different portions of the Unit.

(ii) Lower Boundary: The horizontal plane of the top surface of the subflooring within each Unit. In certain Units, as depicted on the Plans, the floors within different portions of the Unit may be at different elevations; in such cases the lower boundary of a Unit shall not be a single plane, but shall vary with the differing finished floor elevations within different portions of the Unit.

(iii) Vertical Boundaries: The vertical planes which include the back surface of the wallboard of all walls bounding the Unit, extended to intersections with each other, and with the upper and lower boundaries.

(b) As provided in N.C.G.S. §47C-2-102(1), 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. As provided in N.C.G.S. §47C-2-102(2), if any chute, flue, duct, wire, pipe for water or sewer, 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 shall be a Limited Common Element allocated to that Unit, as provided in Section 5.2 below, and any portion thereof serving more than one Unit, or any portion of the Common Elements, shall be a Common Element.

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 the easement rights and other property rights appurtenant to the Land, including, but not limited to, the Easement Rights created by the REA, that are included within the Property and subjected to this Declaration.

(b) All improvements located on the Land outside of the Building, including without limitation exterior walkways, the Parking Facility and landscaped areas.

(c) The foundations, roofs, columns, girders, beams, supports, exterior and interior load-bearing walls, floors within and between Units, and all other structural elements of the Building.

(d) Any public connections and meters for utility services that are not owned by the public utility or municipal agency providing such services, until owned or maintained by the public utility or municipal agency providing such service, if applicable.

(e) All tangible personal property required for the operation and maintenance of the Condominium that may be owned by the Association.

(f) The Limited Common Elements described in Section 5.3 below.

5.2 Parking Spaces. Parking spaces labeled on the Plans as "Unallocated" may be allocated, during the Development Rights Period, by Declarant as a Limited Common Element to any Unit within the Condominium or Declarant may grant an easement for the use of such parking space to the Adjacent Association or any unit(s) within the Adjacent Condominium. If allocated to Units within the Condominium, the applicable parking spaces, shall be allocated as Limited Common Elements to the applicable Unit(s) in accordance with the Declarant's Rights under Article VI of this Declaration by the filing of an Amendment to Declaration, and Declarant shall convey such Limited Common Elements by deed to the applicable Unit(s). Any parking spaces in the Parking Facility labeled "Unallocated" on the Plans which (a) remain Unallocated after the Development Rights Period or (b) are allocated by Declarant as Common Elements by the Declarant prior to the end of the Development Rights Period by Declarant's recording and filing and Amendment to Declaration pursuant to Section 6.5 hereof shall remain Common Elements.

5.3 Limited Common Elements. The Limited Common Elements shall be composed of the following:

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

(b) Any shutters, awnings, window boxes, balconies, terraces, porches, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside that Unit's boundaries, which shall be Limited Common Elements allocated exclusively to that Unit.

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

(d) One (1) parking space located in the Parking Facility for each Residential Unit (excluding Residential Units with a PH, L1, F1, H1, K1 or J1 floorplan).

(e) Two (2) parking spaces in the Parking Facility each Residential Unit with a PH, L1, F1, H1, K1 or J1 floor plan (as listed on Exhibit B).

(f) A private Balcony for each Residential Unit as shown on the Plans (excluding Units 705 and Units 711 through 717).

(g) A private Terrace for Units 705 and Units 711 through 717.

(h) As to the Residential Units collectively and exclusively, all interior portions of the Building located outside of the Residential Units which serve only the Residential Units, as shown on the Plans, including, without limitation, (i) one (1) common elevator lobby area on the first level of the Building, (ii) one (1) mailbox facility in the elevator lobby area, (iii) other mechanical rooms serving only the Residential Units, (iv) all interior hallways, corridors, and stairwells serving only the Residential Units, and (v) a trash chute connected to the common trash area on the first level of the Building, (vi) a private rooftop terrace for the common use of the Residential Units exclusively, (vii) three (3) storage units located on the Levels 4-6 of Parking Facility, and (viii) two (2) elevators serving the Residential Units exclusively, each as shown on the Plans as a Limited Common Element of the Residential Units.

(i) Six (6) parking spaces in the Parking Facility for the Commercial Unit.

5.4 Undivided Interests of Owners in Common Elements. The percentage interest in the Common Elements allocated to each Unit shall be the Common Elements Interest for that Unit as set forth on Exhibit B attached hereto. Except pursuant to Declarant's exercise of the Development Rights set forth in Article VI hereof or as may otherwise be specifically authorized elsewhere in this Declaration, the Common Elements Interest 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. In particular, if Declarant exercises its development right to subdivide Units and create additional Units and Limited Common Elements, Declarant shall have the right to adjust the Common Elements Interest for each Unit in accordance with the following formula: the Common Elements Interest allocated to each Unit is based on the condominium square footage of that Unit, as shown on the Plans, calculated by dividing the condominium square footage of that Unit by the total condominium square footage of all Units, and by multiplying the quotient so calculated by one hundred (100). These Amendments to Declaration required by Section 6.5 of this Declaration shall contain a new allocation of Common Elements Interest calculated in accordance with the foregoing formula which shall be substituted for Exhibit B attached to this Declaration in the event that Declarant exercises this development right.

5.5 Maintenance of Common Elements.

(a) The Association, either directly or through enforcement of rights under the REA, shall be responsible for the maintenance and repair of all Common Elements, except for: (a) routine maintenance of the Limited Common Elements, which, except as set forth in Sections 5.5(b), 5.5(c) and 5.5(d) below, shall be the responsibility of the

Owner of the Unit to which they are allocated, and (b) any maintenance or repairs caused by the negligence or intentional misconduct of any Owner, his agents, invitees or family members, which shall be the responsibility of that Owner.

(b) With the exception of the individual parking spaces in the Parking Facility allocated as Limited Common Elements to the Units and the Limited Common Elements allocated to the Residential Units as provided in Section 5.3(h) above, which shall be maintained by the Association pursuant to Sections 5.5(d) and 5.5(c) respectively, the cleanliness and orderliness of the Limited Common Elements shall be the responsibility of the individual Owner having the right to the use and enjoyment of such Limited Common Elements. 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 in this Declaration 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.

(c) Although the Association shall provide for the maintenance and repair of those Limited Common Elements that are allocated to the Residential Units exclusively as set forth in Section 5.3(h) above, the costs associated with such repair and maintenance (including capital improvements and/or restoration, but excluding insurance which shall be a Common Expense) shall be borne solely by the Residential Units. The Association shall determine the costs associated with such maintenance and repair activities and specially assess each Residential Unit based on the proportion of the respective Common Elements Interests of each Residential Unit, relative to the aggregate Common Elements Interest of all Residential Units.

(d) Although the parking spaces within the Parking Facility are allocated as Limited Common Elements to individual Units, the Association shall provide for the maintenance, repair and operation of all portions of the Parking Facility and all costs associated with such maintenance, repair and operation (including capital improvements and/or restoration). The Association shall determine the costs associated with such maintenance and repair activities and assess each Unit based on the proportion of the respective Common Elements Interests of each Unit to the Common Elements Interest of all Units. In addition, pursuant to the REA, the Adjacent Property Owner shall be required to pay its proportionate share (to be set forth in the REA) of all such costs associated with the repair, maintenance and operation of the Parking Facility.

(e) Although the Association shall provide for maintenance, repair and operation (including collection services) of the common trash facility located on the first level of the Building, the Residential Units and Commercial Units shall each be assessed for its respective share of the costs associated with such repair, maintenance and operation. The Association shall determine the costs associated with such maintenance and repair activities and specially assess the Residential Units and the Commercial

Unit(s) for each groups proportionate or actual share (to the extent actual costs can be allocated) of such costs and expenses. The assessment amount applicable to each of the Residential Units, collectively, and the Commercial Units, collectively, shall be assessed against each such Unit within the applicable group based on the proportion of the respective Common Elements Interests of each such Unit, relative to the aggregate Common Elements Interest of all such Units.

(f) Notwithstanding anything in this Declaration to the contrary, to the extent any grease trap is constructed to serve a Commercial Unit, such grease trap shall be allocated as a limited common element of the applicable Commercial Unit and the maintenance and repair of any such grease trap shall be performed by the Owner of such Commercial Unit at commercially reasonable intervals and at such Owner's sole cost and expense.

Article VI

SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

6.1 Special Declarant Rights.

(a) "Special Declarant Rights" are those rights reserved for the benefit of Declarant in the Condominium Documents, and shall include without limitation the following rights:

(i) The right to complete any improvements shown on the Plans.

(ii) The right to exercise any Development Right.

(iii) The right to maintain one sales office, one management office, and one model Unit in the Condominium. The offices, model Unit and signs will be of sizes and styles determined by Declarant, and may be relocated by Declarant from time to time. At all times, such offices, model Unit and signs will remain the property of Declarant and may be removed from the Property by Declarant at any time during.

(iv) The right to use easements through the Common Elements for the purpose of completing construction.

(v) Subject to Section 8.3, the right to appoint or remove officers of the Association or members of the Executive Board during the Declarant Control Period.

(b) Easements to Facilitate the Exercise of Special Declarant Rights.

Declarant hereby reserves for itself and its successors and assigns a non-exclusive easement upon, across, over, in, and under the Property as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or this Declaration, including, without limitation:

(i) easements for ingress and egress and for installation, replacement, repair and

maintenance of drainage ditches and facilities, all utilities, including but not limited to water, sewer, gas, telephone, and electrical, cable and other communications systems and any indoor sprinkler systems; (ii) easements to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Building and other improvements on the Property; and (iii) the location of these easements and rights-of-way may be made certain by Declarant and the Association by instruments recorded in Mecklenburg County, North Carolina. Notwithstanding anything to the contrary provided herein, Declarant may not enter into a Unit not owned by Declarant without such Unit Owner's consent, not to be unreasonably withheld, conditioned, or delayed, provided, however, that such consent shall not be conditioned upon the payment of any amount by Declarant for such entry.

6.2 Development Rights. For the eight (8) years commencing on the date of the recording of this Declaration (the "Development Rights Period"), Declarant will the right to exercise all "development rights" (hereinafter, "Development Rights"), as defined from time to time in the North Carolina Condominium Act ("Act") with respect to all of the Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

- (a) The right to subdivide Units, combine Units, and alter Unit boundaries.
- (b) The right to exercise any other rights granted to or reserved by Declarant in the Condominium Documents or in the REA.
- (c) The right to enter into amendments to the REA granting additional easement rights to the Adjacent Property Owner.
- (d) The right to promulgate rules and regulations for the Parking Facility in accordance with the provisions of the REA.
- (e) **The right to allocate, as Limited Common Elements to individual Units, any "unallocated" parking spaces (as shown on the Plans) in the Parking Facility.**

6.3 Supplemental Provisions Regarding Declarant's Rights. Declarant reserves the right to unilaterally amend and/or supplement this Declaration in connection with the exercise of any Special Declarant Rights to the extent permitted by the Act, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

6.4 Transfer of Special Declarant Rights. Declarant may transfer any Special Declarant Rights created or reserved under the Condominium Documents to any person or entity, by an instrument evidencing the transfer duly recorded in the Office of the Register of Deeds for Mecklenburg County. The instrument shall not be effective unless it is executed by the transferor and the transferee. Upon the transfer of any Special Declarant Rights, the liability of the transferor and the transferee shall be as set forth in N.C.G.S. §47C-3-104.

6.5 Amendment to Declaration. In order to exercise any Development Right reserved under this Article VI, Declarant shall execute and record an amendment to this Declaration in accordance with N.C. Gen. Stat. § 47C-2-110 (a "Amendment to Declaration"). Any Amendment to Declaration executed and recorded by Declarant to exercise the Development Right subdividing any existing Units or creating new Common Elements (including Limited Common Elements) shall contain an amendment or supplement to the Plans identifying the new Units and Common Elements so created, as well as in an amendment to Exhibit B attached to this Declaration, assigning and identifying numbers to each new Unit and reallocating the Common Elements Interests among all Units in accordance with the formula set forth in Section 5.4 of this Declaration. Any such Amendment to Declaration also may contain such additions to the provisions of this Declaration as may be necessary to reflect the different character of the new Units created by Declarant, so long as such additions are not inconsistent with the overall scheme of the Declaration, and provided that such additions shall not apply to any Unit created prior to recordation of the Amendment to Declaration or to the Owner or Mortgagee of any such Unit.

Article VII

RESTRICTIONS ON USE

7.1 Use. The Residential Units shall be used for residential purposes only; provided, however, that Units may also be used for home office purposes by the residents of such Units. Notwithstanding the foregoing, Declarant may maintain any Unit owned by Declarant as a sales office or model Unit. The Commercial Unit shall be limited to those commercial uses permitted by the current zoning ordinance applicable to the Condominium (UMUD).

7.2 Nuisance. 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, or endanger the health and safety of any Owner. Nothing shall be done or kept in any Unit or in the Common Elements that will result in the termination of, or an increase in the premium for, the policy of property insurance for the Property.

7.3 Prohibitions on Use of Common Elements. The Common Elements (other than storage areas, if any, designated by the Association) shall not be used for the storage of personal property of any kind. Stairs, entrances, landscaped areas, walkways, and the Parking Facility shall not be obstructed in any way, or used for other than their intended purposes. In general, no activity shall be carried on nor conditions maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Property.

7.4 Garbage. Trash, garbage and other waste shall be kept in sanitary containers within each Unit and either (a) as to Residential Units, deposited in the trash chute receptacle located in the common hallway of each floor, or (b) as to Commercial Units, deposited in the trash receptacles located in the trash facility on the first floor of the Building. Except as otherwise set forth above, no trash or garbage shall be kept or stored on the Balconies or Terraces or other within other Common Element areas of the Building.

7.5 Parking. No Owner or any employee, agent, or invitee of any Owner, shall park, store or keep any vehicle on the Land or within the Condominium Parking Facility except wholly within the parking spaces allocated as limited common elements to such Owner's Unit or those portions of the Parking Facility allocated as Common Elements as a result of Declarants election to not allocate such parking spaces within the Development Rights Period, as set forth in Section 5.2 hereof, and in particular shall not block any entrances, drive aisles, or fire lanes. The parking space allotted to each Unit may be used only by the Owner of the Unit to which that parking space is allocated as a Limited Common Element, and his guests and invitees. No boat, boat trailer, motor home, travel trailer, camper or other recreational vehicle may be stored within the Condominium Parking Facility or on the Land at any time. No significant automobile repair shall be allowed in the parking areas within the Condominium Parking Facility or on the Land. The Association shall have the right to tow any vehicle in violation of this Section 7.5 at its owner's expense. Other than the specific parking spaces allocated to the Units as Limited Common Elements in deeds from the Declarant during the Development Rights Period, the remaining parking spaces in the Condominium Parking Facility, if any, shall be Common Elements available for use of all Owners, their family members, guests and invitees and the Adjacent Property Owner pursuant to the terms and conditions of the REA and any rules and regulations for such Parking Facility as promulgated by the Association from time to time, in its sole discretion (as may be limited by the provisions of the REA).

7.6 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. No Unit may be leased for a period shorter than six (6) months. Any owner leasing its Unit shall provide a fully executed copy of the Lease to the Association within ten (10) days after the full execution of such lease. Any such Owner shall be permitted to redact the rental amounts and any other confidential information set forth in such lease [excluding the provisions setting forth the length of the term(s) of the lease].

7.7 No Timeshares. No interest in any Unit may be subjected to a time share program, as that term is defined in N.C.G.S. §93A-41(10).

7.8 Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on the Property or in any Unit, except that small common household pets and licensed assistance animals may be kept or maintained in each Unit, provided they are not kept or maintained for commercial purposes and provided that they are not individually known to be, nor of a breed that is commonly known to be, potentially savage or dangerous. No pet shall be permitted upon the Common Elements unless carried or leashed by a person that can control the pet. All pets shall be controlled so as not to create a nuisance or unreasonable disturbance (including loud and excessive barking) on the Property. Pets shall not be permitted to defecate in the Common Elements, and each Owner shall clean up immediately after his pet if an accident occurs. All pets shall be registered and inoculated as required by law. Each Owner shall hold the Association harmless from any claim resulting from any action of his pet, and shall repair at his expense any damage to the Common Elements caused by his pet. If any Owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines provided in

the Bylaws, the Association shall have the right to require the Owner to remove the pet permanently from the Property upon not less than ten (10) days' written notice.

7.9 Utilities. Total electrical usage in any Unit shall not exceed the capacity of the circuits for that Unit as labeled on the circuit breaker boxes, and no electrical device causing overloading of the standard circuits may be used in any Unit without permission of the Association. All clothes dryers will have lint filters, and all stove hoods will have grease screens, and such screens and filters shall be used at all times and kept clean, and in good order and repair, by the Owner of the Unit in which they are located. The Condominium will have a single meter for water and sanitary sewer service provided to the Units and the costs of such water and sewer service shall be deemed a Common Expense. The Association shall have the right to separately meter or submeter water and sanitary sewer service to any or all Units and costs of such utility service shall be allocated to the Unit for which such meter applies. All other utilities provided to the Unit(s) will be separately metered and individual Unit(s) shall be responsible for all charges incurred for such utilities.

7.10 Floor Load. There shall be no floor load in any Unit in excess of forty (40) pounds per square feet, unless an engineering determination of the floor load capacity in the area of heavy use is approved by the Association.

7.11 Windows. No curtains, draperies or other window coverings shall be installed or hung in any window of any Unit unless they have a white lining or backing on the side exposed to the window. No storm windows shall be installed in any Unit.

7.12 Architectural Control. No building, landscaping, fence, wall, sign or other structure (other than a satellite dish or antenna permitted by Section 7.16 or as otherwise shown on the Plans) shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to either the Unit or the Common Elements be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association.

7.13 Signs. No signs or other advertising devices shall be displayed on or about the exterior of any Unit, or in the Common Elements, except for: (a) one name plate or sign not exceeding one hundred twenty-four (24) square inches in area on the main door to each Residential Unit; and (b) one or more exterior signs for each Commercial Unit, erected in conformance with applicable sign ordinances and plans approved by the Association as provided in Section 7.12. The prohibition on the display of signs shall expressly include, without limitation, the display of political signs as defined in N.C.G.S. § 47C-3-121(2). The Commercial Unit may place advertising signage and window lettering in windows and upon the exterior of the Commercial Unit, and shall submit the plans for such signage to the Declarant during the Declarant Control Period and thereafter to the Association; provided, however, the Declarant or Association, as applicable, must approve or disapprove such signage within fifteen (15) business days and, if the Declarant or Association disapproves such signage, it must include with such disapproval specific reasons for disapproval and suggestions of alterations to the signage that will be approved by the Declarant or Association. Notwithstanding the foregoing, Declarant shall have the right to maintain upon the Property advertising signs, provided those signs comply

with applicable governmental regulations. Further, no pole or other device for the display of decorative flags, including, without limitation, the flag of the United States of America or the State of North Carolina, shall be erected or displayed on or about the exterior of any Residential Unit, or in the Common Elements unless approved in advance by the Executive Board. Any signs permitted by the Association for the Commercial Unit shall be maintained solely by the Owner of such Unit and shall be maintained in a neat and clean condition and shall not be permitted to become worn, tattered, faded or otherwise in disrepair.

7.14 Maintenance. Except as otherwise specifically set forth herein, the Owner of each Unit is responsible for maintaining his Unit as well as the Limited Common Elements appurtenant thereto. Each Owner shall keep his respective Unit and its appurtenant Limited Common Elements in a clean, neat and orderly condition and in a good state of maintenance and repair. If an Owner fails to comply with the standards or requirements of the Association relative thereto, the Association shall assess the defaulting Owner the cost thereof and shall undertake to effect said compliance.

7.15 Rules and Regulations. In addition to the use restrictions set forth in this Declaration, reasonable rules and regulations governing the Use of the Property may be made and amended from time to time by the Association; provided, however, any amendment of the rules and regulations that materially restricts a then lawful use being conducted in the Commercial Unit shall be subject to the veto rights of the Owner of the Commercial Unit as set forth in Section 4.8(b) of the Bylaws. Copies of such regulations and amendments thereto shall be posted prominently prior to their effective date, and shall be furnished by the Association to all Owners upon request. The Owner of the Commercial Unit shall have the right to adopt rules and regulations applicable only to the operation of the business conducted in the Commercial Unit, provided that such rules and regulations are not contrary to anything set forth in this Declaration or other rules and regulations approved by the Association in the manner set forth herein.

7.16 Satellite Dishes and Antennas.

(a) No exterior satellite dish in excess of one meter in diameter may be placed on the exterior of any Unit or in the Common Elements without the prior written approval of the Executive Board, which may be withheld in its sole discretion. The location of any exterior television antenna, or satellite dish less than one meter in diameter, shall be subject to the reasonable prior approval of the Executive Board, taking into account the appropriate standards set forth in the regulations of the Federal Communications Commission ("FCC"), and to the extent permitted such standards and regulations, the Executive Board may require that such antenna or satellite dish be screened from public view. Prior to installing the antenna or satellite dish, the Owner shall furnish to the Executive Board a copy of such Owner's installation plans. The Association shall have the right to perform any portion of the installation work at the expense of the Owner, or to require that any portion of the work be performed by contractors designated by the Executive Board. In particular, to the extent permitted by the Executive Board, which permission may be withheld at the sole discretion of the Executive Board, any roof penetration that is required to install any antenna or satellite dish shall be performed only by the roofing contractor designated by the Executive Board. The Owner shall also be

responsible for any damage caused by the removal of the antenna or satellite dish, including the sealing of conduits or other roof penetrations. The Association shall have the right to require that any part of the removal work, including the sealing of roof penetrations, be performed by the roofing contractor designated by the Executive Board, at the Owner's expense. Any Owner installing an antenna or satellite dish under this Section 7.16 shall indemnify, defend and hold the Association harmless from and against any loss, damage, claim or other liability resulting from the installation, maintenance, repair, use and/or removal of the antenna or satellite dish, including any damage to the roof of the Building or other property damage caused by roof leaks.

(b) Notwithstanding anything in this Section 7.16, all satellite dishes and antennas installed on any Balcony, or any other Limited Common Element, shall be subject to the following restrictions: (i) no such structure or any wiring associated therewith may protrude beyond the railing of such Balcony, and (ii) no wiring may be installed through the exterior wall or a Unit or through any other Common Element and no Common Element may be modified or damaged as a result of such installation. The Declarant, during the Declarant Control Period, or the Executive Board may, to the extent permitted by any applicable regulations of the FCC, establish additional Rules and Regulations regarding the location and installation of any satellite dish or antenna on any Balcony or other Limited Common Element.

7.17 Balconies and Terraces. The Balconies and Terraces shall be kept in a clean, neat, and orderly condition at all times and shall not be used for the overnight storage of garbage, or for the drying of laundry. In particular, neither towels nor banners nor other items shall be hung on the Balcony or Terrace railings, and any dead plants shall be removed promptly. No indoor-outdoor carpeting, hot tub, or other pool shall be installed on any Balcony or Terrace. No charcoal or propane grills may be used or stored on any Balcony or Terrace at anytime.

7.18 Compliance with Covenants, Conditions and Restrictions.

(a) Every Owner and other party described in the first paragraph of this Article VII shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the Bylaws and with the Rules and Regulations in relation to the use and operation of the Condominium Property. A violation committed by any persons residing in, occupying or visiting a Unit at the behest or with the implied or express permission of the Owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the Owner or of any person occupying a Unit, shall be attributed to that Unit and the Owner thereof.

(b) Any fines imposed by the Executive Board, which is hereby empowered, after notice and opportunity to be heard, to levy reasonable fines against any Owner for the failure of such Owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the Condominium Documents, including reasonable attorneys' fees to the extent permitted by North Carolina law, may be levied as an Individual Unit Assessment against the Unit Owner in question and his or her Unit.

(c) Any action brought by the Association hereunder may be brought in its own name, in the name of its Executive Board or in the name of its managing agent. In any case, of flagrant or repeated violation by an Owner, he or she may be required by the Executive Board to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration and with the Bylaws and Rules and Regulations.

Article VIII

THE ASSOCIATION

8.1 Organization of Association. A nonprofit North Carolina corporation known and designated as Courtside Condominium 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. A true copy of the Bylaws of the Association is attached hereto as Exhibit C. 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.

8.2 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 X below and in Section 8 of the Bylaws, and adopt, promulgate and enforce such rules and regulations governing the use of the Units and Common Elements as the Association may deem to be in the best interest of the Owners 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 N.C.G.S. §47C-3-116, and shall be enforceable by the Association in accordance with N.C.G.S. §47C-3-116 and Section 8 of the Bylaws.

8.3 Declarant Control Period. During the Declarant Control Period, Declarant reserves the right to appoint and remove any Executive Board members; provided, however, (i) that not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Owners other than Declarant; and (ii) that not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Owners other than Declarant, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by Owners other than Declarant.

8.4 Books and Records. The Association shall maintain current copies of: (a) the Condominium Documents, as they may be amended from time to time, (b) any Rules and Regulations adopted by the Executive Board from time to time; (c) records of meetings of the Association and the Executive Board; and (d) all financial records of the Association, as required by N.C.G.S. §47C-3-118. These items shall be available for inspection, during normal business hours and upon reasonable advance notice, by any Owner, any Mortgagee, any Unit prospective

purchaser, any insurer or guarantor of a loan secured by a Mortgage and any authorized agent of an Owner.

Article IX

EASEMENTS AND PROPERTY RIGHTS

9.1 **Access by the Association.** The Association, or any person authorized by it, shall have the right of access to each Unit and to the Limited Common Elements to the extent necessary for performance by the Association of its obligations of maintenance, repair, or replacement of the Property.

9.2 **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 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. If the Building, any Unit, or any portion of the Common Elements is partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, and subsequently is rebuilt, any encroachment of parts of the Common Elements upon any Unit, or of parts of any Unit upon 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.

9.3 **Easements Over Common Elements.** Declarant, during the Declarant Control Period, and the Association, at any time, may grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines; pipes; ducts; sewer lines; and water lines; gas mains; telephone and television or cable television wires, cables and equipment; electrical conduits; and wires over, under, along and on any portion of the Common Elements; and each Owner hereby grants to Declarant or the Association, as applicable, 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. During the Declarant Control Period, Declarant shall have an easement over the Common Elements as may be reasonably necessary to complete the construction of the Building and the other improvements within the Property.

9.4 **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 Association, or any other person authorized by it, shall have the right to enter any Unit or its Limited Common Elements 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. Further, in case of any emergency posing an eminent threat to of injury to any person, such Person shall have the right to enter any Limited Common Elements within the Building, whether or not allocated to such Person's Units, for the purpose egress from the Building and such right shall be immediate.

9.5 Relocation of Boundaries Between Adjoining Units.

(a) 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, that 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. Unless the Association determines within thirty (30) days after submission to it of the application that the proposed relocation of boundaries is unreasonable, the application shall be deemed approved. Any relocation of boundaries shall not affect the Common Elements Interest allocated to each Unit. Upon approval of the proposed relocation of boundaries, the Association shall cause to be prepared and filed, at the Adjoining Owners' expense, an amendment to this Declaration and a plat that identifies the Units involved, describes and depicts the altered boundaries, and gives the dimensions of the altered 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) Notwithstanding the foregoing, or anything herein to the contrary, the both the Declarant and the Owners of the Commercial Units ("Commercial Owners") may relocate the boundaries between adjoining Units. In order for Declarant to exercise the rights granted in this Section 9.5, it shall prepare, execute and record, at its expense, an Amendment to Declaration in accordance with Section 6.5 hereof. In order for a Commercial Owner to exercise its rights under this Section 9.5 it shall prepare, at its expense, an amendment to this Declaration and to the associated plat for the Association's signature. The Association shall execute such amendment and plat within thirty (30) days so long as such amendment and plat (i) comply with the requirements for such amendment and plat set forth in the North Carolina Condominium Act, (ii) comply with all applicable laws and ordinances, and (iii) comply with all other provisions of this Declaration. The Commercial Owners shall then, at their sole cost and expense, (i) execute the amendment, (ii) cause the amendment to be executed by its Mortgagee and any other Mortgagee required by the North Carolina Condominium Act, (iii) cause the amendment to be recorded and indexed in the Mecklenburg County Public Registry in the names of the Commercial Owner(s) and the Condominium, (iv) cause the plat to be indexed in the applicable Condominium Unit File, and (v) provide copies of the recorded plat and amendment to the Association as soon as available after recording. Notwithstanding anything herein to the contrary, the Associations approval of any amendment or plat submitted pursuant to the provisions of this Declaration shall not be deemed to be a representation or warranty by the Association that subject matter of such plat or amendment is suitable for its intended purposes or that such plat or amendment, or the subject matter thereof, complies with any applicable law, ordinance, rule or regulation.

9.6 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.

9.7 Subdivision of Units.

(a) Except as otherwise set forth in this Section 9.7, no Unit may be subdivided.

(b) So long as Declarant owns any Unit, it shall have the right to subdivide that Unit into two (2) or more Units. In addition, the Owner of any Commercial Unit may subdivide its Unit into two (2) or more Units.

(c) In order for Declarant to exercise the rights granted in this Section 9.7, it shall prepare, execute and record, at its expense, an Amendment to Declaration in accordance with Section 6.5 hereof.

(d) In order for a Commercial Owner to exercise its rights under this Section 9.7, it shall prepare, at its expense, an amendment to this Declaration and a plat which identifies the applicable existing Commercial Unit(s) involved, describes and depicts the boundaries of the applicable new Units into which the applicable existing Commercial Unit(s) have been subdivided, and gives the dimensions and floor area of each newly created Commercial Unit. The Association shall execute such amendment and plat within thirty (30) days so long as such amendment and plat (i) comply with the requirements for such amendment and plat set forth in the North Carolina Condominium Act, (ii) comply with all applicable laws and ordinances, and (iii) comply with all other provisions of this Declaration. The Commercial Owners shall then, at their sole cost and expense, (i) execute the amendment, (ii) cause the amendment to be executed by its Mortgagee and any other Mortgagee required by the North Carolina Condominium Act, (iii) cause the amendment to be recorded and indexed in the Mecklenburg County Public Registry in the names of the Commercial Owner(s) and the Condominium, (iv) cause the plat to be indexed in the applicable Condominium Unit File, and (v) provide copies of the recorded plat and amendment to the Association as soon as available after recording. Notwithstanding anything herein to the contrary, the Associations approval of any

amendment or plat submitted pursuant to the provisions of this Declaration shall not be deemed to be a representation or warranty by the Association that subject matter of such plat or amendment is suitable for its intended purposes or that such plat or amendment, or the subject matter thereof, complies with any applicable law, ordinance, rule or regulation.

(e) The subdivision of the Commercial Unit(s) shall have no effect on the Common Elements Interest allocated to any Residential Unit. The aggregate Common Elements Interest allocated to the Commercial Units is Five and 66/100 percent (5.66%). Any amendment to the Declaration subdividing any Commercial Unit(s) shall state the common Elements Interest for all Units as determined by dividing such aggregate percentage among the Units in accordance with their respective floor areas.

(f) Notwithstanding anything in this Declaration to the contrary, the maximum number of Commercial Units that may be created is four (4), and the maximum number of Residential Units that may be created is one hundred seven (107).

9.8 Conveyance or Encumbrance of 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 without the consent by vote of (a) at least eighty percent (80%) of the votes in the Association, including at least eighty percent (80%) of all votes held by Owners other than Declarant, and (b) at least eighty percent (80%) of all Mortgagee Votes (as defined in Section 16.2 hereof). 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 Section 8.2 of this Declaration. Nothing in this Section 9.8 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.

9.9 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 constitute a separate parcel of real property. The Owner of each Unit 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 and regulations set forth in the Condominium Documents, or adopted by the Association.

Article X **ASSESSMENTS**

10.1 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 may not initially be separately assessed with respect to

Mecklenburg County ad valorem property taxes, and any such taxes for any calendar year in which the Units are not separately assessed shall be paid by Declarant (subject to reimbursement from each Owner for its pro rata share at closing).

10.2 Common Expenses.

(a) Except as otherwise provided in this Declaration or in the Bylaws, the Owners of the Units shall contribute, as a group, one hundred percent (100%) and of all Common Expenses incurred by the Association, all in accordance with the definition of "Common Expenses" set forth in Section 1.12 above, the Bylaws, and the provisions of the North Carolina Condominium Act.

(b) Declarant shall pay all Common Expenses until an assessment is made by the Association at the direction of Declarant, at which time monthly assessments for all Units shall commence. Due dates for payment of such Common Expenses shall be established by the Association and shall be collected at least monthly. The Bylaws grant the Association the right to impose additional monthly assessments for Units that require extra utility services.

10.3 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 as their respective shares of Common Expenses, as provided in Section 10.2; provided, however, that the 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, which shall be made in the manner provided in Section 11.6, 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 proportion to their respective shares of Common Expenses

Article XI **INSURANCE**

11.1 Property Insurance. The Association shall obtain and maintain at all times a policy of property insurance on the Building (ISO special form or its equivalent) in an amount not less than one hundred percent (100%) of the replacement cost of the Building at the time such insurance is purchased and at the time of each renewal thereof (specifically excluding the cost of foundations and footings, the cost of any personal property supplied or installed by Owners and any and all fixtures installed in a Unit by or for an Owner after such Unit has been conveyed to such Owner by the Declarant and any other items that are not expressly required to be insured by the Association pursuant to N.C.G.S. § 47C-3-113), with a commercially reasonable deductible not in excess of \$10,000.00. The policy shall be issued by an insurance company properly licensed to do business in the State of North Carolina, with a general policyholder's rating of at least "A-" in the most recent edition of the Best's Key Rating Guide. The policy shall provide that each Owner is an insured person with respect to his Unit and his

allocated interest in the Common Elements. The policy shall contain an inflation guard endorsement, if available, and a construction code endorsement, if available, as well as a special condominium endorsement providing as follows: for waiver of subrogation against any Owner, and any Owner's employees or agents; that it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and all insureds, including all Owners and Mortgagees; that no act or omission by any Owner will preclude recovery upon such policy; and that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance. Each property insurance policy shall provide that adjustment of loss shall be made by the Association as insurance trustee. Each property insurance policy shall provide for the issuance of certificates or mortgagee endorsements to Mortgagees. The Association shall also obtain all additional property insurance required to be obtained pursuant to the REA and the cost there of shall be a Common Expense to be offset by all amounts paid for such insurance by the Adjacent Property Owner pursuant to the provisions of the REA.

11.2 Liability Insurance. The Association shall obtain and maintain a policy of commercial general liability insurance (current ISO form or its equivalent) 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, that in no event shall the limits of such policy ever be less than \$1,000,000.00 per occurrence. The liability insurance policy 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 it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and to all insureds, including all Owners and Mortgagees. The Executive Board shall review such limits annually.

11.3 Fidelity Coverage. The Association 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, but in no event less than one-half the annual budgeted amount of Common Expenses, or the amount required by any Mortgagee; whichever is greater.

11.4 Other Insurance Policies. The Declarant and/or Association shall be authorized to obtain such other insurance coverage on behalf of the Condominium, including worker's compensation or employee liability insurance, as the Association or Declarant shall determine from time to time desirable or necessary or as may be required pursuant to the REA.

11.5 Premiums. Premiums upon insurance policies purchased by the Association, and any amounts paid as a result of a deductible, shall be paid by the Association and charged as a Common Expense. Notwithstanding the preceding sentence, if a casualty occurs wholly within the boundary of one Unit and does not affect any other Unit or Common Elements, the Owner of such Unit shall be wholly responsible for any deductible amount in such policy of insurance relating to such claim.

11.6 Distribution of Insurance Proceeds. All insurance policies procured by the Association shall provide that all losses shall be adjusted with and all proceeds shall be payable to the Association as insurance trustee. The sole duty of the Association 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 Common Elements Interest.

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

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

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

(c) In the event that 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 Association as insurance trustee shall be distributed to or for the benefit of the Owners in the following manner:

(i) If it is determined, as provided in Article XII below, 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, in proportion to their respective Common Elements Interests; and

C. the remainder of the proceeds shall be distributed to all Owners or Mortgagees, as their interests may appear, in proportion to their respective Common Elements Interests.

(ii) 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.

11.7 Insurance Obtained by Owners. Each Owner shall obtain and keep continuously in force additional fire and casualty and extended coverage insurance upon its personal property, any and all fixtures installed in a Unit by or for an Owner after such Unit has been conveyed to such Owner by the Declarant, and any other items that are not expressly required to be insured by the Association pursuant to N.C.G.S. § 47C-3-113, 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 \$100,000.00 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 XII DUTY TO REPAIR OR RECONSTRUCT

12.1 Reconstruction and Repair. In the event of damage to or destruction of the Building as a result of fire or other casualty, the Association shall arrange for the prompt restoration and replacement of the Building unless: (a) the Condominium is terminated in accordance with the provisions of Article XV below, or (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) the Owners decide not to rebuild by a vote of eighty percent (80%) of the votes in the Association, including one hundred percent (100%) of the votes held by 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 Association shall arrange for the prompt repair and restoration of the 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 Association shall repair or replace such damaged property), and the Association 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 Section 11.6(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 Owners vote not to rebuild any Unit, that Unit's allocated Common Elements Interests shall be automatically reallocated upon the vote as if the Unit had been condemned under N.C.G.S. §47C-1-107(a).

12.2 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 Association, except as specifically permitted by this Declaration or authorized under N.C.G.S. §47C-2-111. Upon the failure of an Owner to so maintain his Unit, the Association 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 XIII
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 all of the foregoing 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. Furthermore, each Owner, by acceptance of a deed of conveyance for any Unit, agrees that for all purposes under the REA, the Association shall be deemed to be the "Courtside" as the "Owner" of the "Courtside Parcel", each as defined in the REA and that all rights, obligations and required notices or consents required from, or in favor of, "Courtside" shall be exercised by the Association. The Owner of each Unit, by accepting a deed of conveyance (or acquiring title by any other means) appoints the Association as such Owner's attorney-in-fact for purposes of exercising the rights of "Courtside" under the REA. This power of attorney is coupled with an interest and shall continue so long as any Owner maintains fee title to any Unit. Declarant, as the current Owner of the Courtside Parcel under the REA, hereby assigns all rights, duties and obligations that it may have as the Owner of the Courtside Parcel under the REA to the Association.

Article XIV
AMENDMENT TO AND SUPPLEMENT OF DECLARATION

Except in cases of amendment by the Declarant under Article VI, N.C.G.S. § 47C-2-109(d) or 47C-2-110, or the Association under N.C.G.S. § 47C-1-107, 47C-1-106(d), 47C-2-112(a) or 47C-2-113 or certain Unit Owners under N.C.G.S. § 47C-2-108(b), 47C-2-112(a), 47C-2-113(b) or 47C-2-118(b), and except as is otherwise specifically authorized herein, this Declaration may be amended only by the vote not less than sixty-seven percent (67%) of the total number of votes in the Association, and not less than fifty-one percent (51%) of the Mortgagee Votes, 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 Common Elements Interest of any Unit, increases the number of Units, changes the boundaries of any Unit, changes the use to which any Unit is restricted, or modifies the terms of this Article XIV, shall require the written approval of all Owners, together with the consent of all their respective Mortgagees. No amendment to the Declaration shall be effective until executed on behalf of the Association by any officer designated for that purpose 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 written consent of such Mortgagee. During the Declarant Control Period, no amendment to this Declaration shall be effective without the written consent of Declarant. Notwithstanding the foregoing, the Owners of the Commercial Unit(s) may veto any amendment to this Declaration which purports

to modify those issues described in Section 4.8(b) of the Bylaws, which veto right shall be exercisable in accordance with, and subject to, the provisions of Section 4.8(b) of the Bylaws.

Article XV TERMINATION

The Condominium may be terminated and the Property removed from the provisions of the North Carolina Condominium Act only by the vote of (a) not less than eighty percent (80%) of the Votes in the Association, and (b) not less than eighty percent (80%) of the Mortgagee Votes, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, and as evidenced by execution of a termination agreement, or ratification thereof, by the requisite number of Owners and Mortgagees. The termination shall comply with the requirements of N.C.G.S. §47C-2-118, and must be recorded in the Office of the Register of Deeds for Mecklenburg County before it becomes effective. Following the recordation of the termination agreement, the interests of the Owners and Mortgagees in the Property shall be as provided in N.C.G.S. §47C-2-118.

Article XVI MORTGAGEE PROTECTION

16.1 General Provisions. This Article XVI establishes certain standards and covenants for the benefit of Mortgagees. This Article XVI is supplemental to, and not in substitution for, any other provisions of the Condominium Documents, but in the event of any conflict between the provisions of the Condominium Documents and the provisions of this Article XVI, the provisions of this Article XVI shall control.

16.2 Percentage of Mortgagees. Wherever in the Condominium Documents the approval or consent of a specified percentage of Mortgagees (e.g., "51% of Mortgagees") is required (the "Specified Percentage"), such Specified Percentage shall not be based on the specific number of Mortgagees, but rather shall be based on the votes allocated to the Units on which Mortgagees hold Mortgages (the "Mortgagee Votes"). The actual percentage of Mortgagees for determining whether a Specified Percentage has been met shall, therefore, be equal to the product of (a) 100, and (b) a fraction, the numerator of which is the sum of all Mortgagee Votes consenting or approving to the subject action, and denominator of which is the sum of all Mortgagee Votes.

16.3 Rights 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 copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year. The financial statement and report shall be audited by an independent certified public accountant.

16.4 Mortgagee's Rights to Notice.

(a) Any Mortgagee (including, for purposes of this Section 16.4, any insurer or guarantor of a loan secured by a Mortgage that has notified the Association in writing of its name and address, and that it insures or guarantees a Mortgage) shall have the right to receive from the Association prompt written notice of the following:

(i) 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 Mortgagee, which default remains uncured for a period of sixty (60) days.

(ii) 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.

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

(iv) Any proposed action by the Association, the Executive Board, or the Owners, which under the terms of the Condominium Documents requires the consent of all or any portion of the Mortgagees.

(b) The failure of any Mortgagee to respond within thirty (30) days to any written request of the Association, sent by registered or certified mail, return receipt requested, for approval of an addition or amendment to the Condominium Documents wherever Mortgagee approval is required shall constitute an implied approval by that Mortgagee of the proposed addition or amendment.

16.5 Consent and Notice Required. Notwithstanding any other provision of this Declaration or the Condominium Documents, no amendment of any material provision of the Condominium Documents described in this Section 16.5 shall be effective without notice to all Mortgagees, as required by Section 16.5, the vote of at least sixty-seven percent (67%) of the votes in the Association (or any greater percentage required by the terms of the Condominium Documents), and not less than fifty-one percent (51%) of the Mortgagee Votes (or any greater percentage required by the terms of the Condominium Documents). A change to any of the following items will be considered material:

(a) Voting rights.

(b) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens.

(c) Reductions in reserves for maintenance, repair, and replacement of the Common Elements.

(d) Responsibility for maintenance and repairs of the Units, the Limited Common Elements, or the Common Elements.

(e) Reallocation of interests in the Common Elements or the Limited Common Elements, except that when Common Elements Interests or Limited Common Elements interests are reallocated by agreement between Owners of Units, then only those Owners and only the Mortgagees holding Mortgages on those Units need approve such reallocations and the resulting amendment to the Declaration.

(f) Redefinition of boundaries of Units, except that when the boundaries of only adjoining Units are involved, then only the Owners of those Units and the Mortgagees holding Mortgages on those Units must approve such action and the resulting amendment to the Declaration.

(g) Convertibility of Units into Common Elements, or Common Elements into Units.

(h) The expansion or contraction of Condominium, or the addition, annexation or withdrawal of property to or from the Condominium.

(i) The requirements for insurance and fidelity bonds.

(j) The imposition of any restrictions on the leasing of Units.

(k) The imposition of any restrictions on an Owner's right to sell or transfer his Unit.

(l) The restoration or repair of the Property after casualty damage or partial condemnation in a manner other than that specified in the Condominium Documents.

(m) Any termination of the Condominium after occurrence of substantial destruction or condemnation.

(n) Any provision that expressly benefits the Mortgagees.

16.6 Other Mortgagee Rights. Notwithstanding any other provision of this Declaration or the Bylaws, the Association may not change the period for collection of regularly budgeted Common Expenses to other than monthly without the consent of all Mortgagees. Any representative of a Mortgagee may attend and address any meeting that an Owner may attend.

16.7 Enforcement. The provisions of this Article XVI are for the benefit of all Mortgagees and their successors, and may be enforced by any of them by any available means.

Article XVII
CONDEMNATION

If all or any part of the Property is taken in condemnation or by eminent domain, the award for such taking shall be distributed in accordance with the procedure set forth in N.C.G.S. §47C-1-107.

Article XVIII
MISCELLANEOUS PROVISIONS

18.1 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.

18.2 Waiver. No provisions contained in the 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.

18.3 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.

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

18.5 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.

Article XIX
ENFORCEMENT; ARBITRATION

19.1 Actions by the Association. Subject to the provisions of Article XX hereof, the Association, or the Executive Board acting on its behalf, shall have the right, in addition to any other remedies provided for in the Condominium Documents, to bring a civil action against any Owner to enforce any obligation, covenant or restriction set forth in this Declaration or the other Condominium Documents.

19.2 Actions by Owners. Subject to the provisions of Article XX hereof, any Owner may bring an action against any other Owner, or against the Association, or against the Executive Board, or any one or more of them, to enforce any obligation, covenant or restriction set forth in this Declaration or the other Condominium Documents.

Article XX
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

20.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Owners, the Association and its officers, directors and committee members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees that all Claims shall be submitted to the alternative dispute resolution procedures set forth in Section 20.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Condominium Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Condominium Documents; or

(iii) the design or construction of improvements within the Condominium.

(c) except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 20.1:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions relating to creation and maintenance of community standards);

(iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Condominium Documents;

(iv) any suit in which any indispensable party is not a Bound Party; and

(v) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 20.2(a), unless the party or parties against whom the Claim is made agree

to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

20.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Arbitration.

(i) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of respondents receipt of the notice described in Section 20.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to binding arbitration pursuant to the Uniform Arbitration Act set forth in N.C.G.S. §1-567. I et seq. as the same shall be amended from time to time.

(ii) If the Claimant does not submit the Claim to arbitration within such time, or does not appear for the arbitration hearing when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) The fees and expenses of arbitration shall be paid as set forth in the award and shall be a Common Expense unless otherwise set forth in the award.

(d) Settlement. Any settlement of the Claim through negotiation or arbitration shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to

enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Article XXI **UNITS SUBJECT TO CONDOMINIUM DOCUMENTS AND REA**

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 all of the foregoing 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. Furthermore, all present and future Owners, tenants and occupants of the Units shall be subject to comply with the provisions of the REA as such agreement may be amended or 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 the REA 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 a stake in such Unit as though such provisions were made a part of each and every deed of conveyance or lease.

Article XXII **CONSENT OF MORTGAGEE**

The Land and the Building are encumbered by the lien of a Deed of Trust and Security Agreement, dated September 22, 2004 and recorded in Book 17921 at Page 140 in the Mecklenburg County, North Carolina Public Registry (the "Deed of Trust"), executed and delivered by Declarant to PRLAP, INC., as Trustee for BANK OF AMERICA, N.A. (the "Lender"). A Consent and Subordination of Mortgagee executed by the Lender, consenting to the execution and recordation of this Declaration, is attached to and made a part of this Declaration.

Article XXIII **EXHIBITS**

The following exhibits are attached to and are an integral part of this Declaration:

- (a) Exhibit A -- Description of Land

- (b) Exhibit B -- Schedule of Units and Percentage Interests
- (c) Exhibit C -- Bylaws of Association

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

COURTSIDE PROPERTIES, LLC
a North Carolina limited liability company

By: [Signature]
David F. Furman, Manager

By: [Signature]
Mike G. Hood, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, B. J. ROYFIELD, a Notary Public of the County and State aforesaid, do certify that, David F. Furman, a Manager of Courtside Properties, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and notarial stamp and seal this 26th day of JANUARY, 2006.

(Official Seal)

[Signature]
Notary Public

My Commission Expires: 06.23.07

STATE OF ~~NORTH CAROLINA~~ GEORGIA

COUNTY OF ~~MECKLENBURG~~ DEKALB

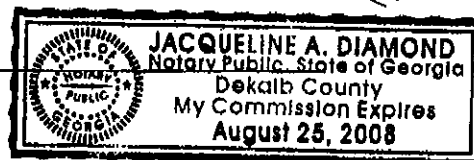
I, JACQUELINE A. DIAMOND, a Notary Public of the County and State aforesaid, do certify that, Mike G. Hood, a Manager of Courtside Properties, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and notarial stamp and seal this 27th day of JANUARY, 2006.

(Official Seal)

[Signature]
Notary Public

My Commission Expires:



CONSENT AND SUBORDINATION OF MORTGAGEE

**ATTACHED TO DECLARATION OF CONDOMINIUM
FOR COURTSIDE CONDOMINIUM**

BANK OF AMERICA, N.A., being the Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement (the "Deed of Trust") from Declarant to **PRLAP, INC.**, Trustee, dated September 22, 2004 and recorded in Book 17921 at Page 140 of the Mecklenburg County, North Carolina Public Registry, encumbering the property described on Exhibit A attached to this Declaration, does consent to the recordation of this Declaration and the imposition of the provisions hereof and the provisions of the North Carolina Condominium Act to the real property described in Exhibit A and further subjects and subordinates the Deed of Trust to the provisions of the foregoing Declaration (including, without limitation, any easements reserved therein). The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties or obligations of Declarant under the Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above.

BENEFICIARY

BANK OF AMERICA, N.A. (SEAL)

By: Don M. Ward, Jr.
Name: Don M. Ward, Jr.
Title: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Mary Ann Cooksey, a Notary Public for said County and State, do hereby certify that Don M. Ward, Jr., Senior Vice President of Bank of America, N.A., a national banking association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said corporation.

Witness my hand and official stamp or seal, this 7th day of February, 2006.

Mary Ann Cooksey
Notary Public

My Commission Expires:

12-18-09

[NOTARIAL SEAL]

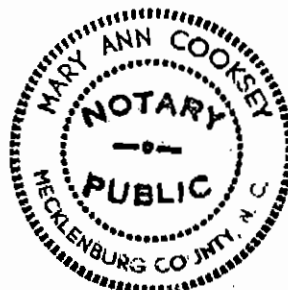


EXHIBIT A

DESCRIPTION OF LAND

BEING located in the City of Charlotte, Mecklenburg County, North Carolina and being described as follows:

Parcel One:

BEING ALL of Parcel 1 containing approximately 0.624 acres as shown on plat entitled "Subdivision of Boulevard Centro Property – 6th Street Property" recorded in Map Book 42 at Page 191 in the Mecklenburg County Public Registry.

Parcel Two:

BEGINNING at an iron pipe set located on the northeasterly margin of the right of way of East 6th Street (right of way varies from 60'; Map Book 12, Page 201, in the Mecklenburg County Public Registry) between North Davidson Street and North Caldwell Street, said iron being the southerly corner of Parcel 1 and the westerly corner of Parcel 2 as shown on the plat entitled "Subdivision of Boulevard Centro Property – 6th Street Property" recorded in Map Book 42, Page 191, in the Mecklenburg County Public Registry; thence running along the common boundary of said Parcel 1 and Parcel 2 North 47°25'59" East 42.90 feet to a point; thence South 42°34'01" East 18.30 feet to a point; thence South 47°25'59" West 6.40 feet to a point; thence North 42°34'01" West 9.03 feet to a point; thence South 47°18'47" West 36.46 feet to a point on the northeasterly margin of the right of way of East 6th Street; thence with the northeasterly margin of the right of way of East 6th Street North 42°49'08" West 9.35 feet to the point and place of BEGINNING, being the area labeled "Stairwell" as shown on the survey entitled "Condominium Plat, Courtside Condominium, Charlotte, Mecklenburg County, N. C., Courtside Properties, LLC", prepared by A.G. Zoutewelle Surveyors, dated October 11, 2005, and revised as of

Appurtenant Tract:

TOGETHER WITH all appurtenant rights described in that certain Easement Agreement recorded in Book 17661 at Page 299 in the Mecklenburg County Public Registry, as re-recorded in Book 17916 at Page 971 in the Mecklenburg County Public Registry, and amended by that certain First Amendment to Easement Agreement recorded in Book 18435 at Page 10 in the Mecklenburg County Public Registry.

EXHIBIT B**SCHEDULE OF UNITS AND PERCENTAGE INTERESTS**

Unit	Unit Type	Condo Sq.Ft.	Common Elements Interest/ % Voting Share	% Share of Residential Dues	Annual Dues	Monthly Dues	Allocated Parking Spaces
301	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
302	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
303	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
304	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
401	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
402	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
403	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
404	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
501	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
502	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
503	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
504	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
601	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
602	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
603	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
604	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
701	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
702	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
703	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
704	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
705	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
706	G1	1,004	0.77%	0.82%	\$2,569.73	\$214.14	1
707	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
708	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
709	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
710	D1	1,056	0.81%	0.86%	\$2,702.83	\$225.24	1
711	C1	1,007	0.78%	0.82%	\$2,577.41	\$214.78	1
712	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
713	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
714	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
715	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
716	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
717	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
801	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
802	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
803	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
804	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
805	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1

Unit	Unit Type	Condo Sq.Ft.	Common Elements Interest/ % Voting Share	% Share of Residential Dues	Annual Dues	Monthly Dues	Allocated Parking Spaces
806	G1	1,004	0.77%	0.82%	\$2,569.73	\$214.14	1
807	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
808	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
809	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
810	D1	1,056	0.81%	0.86%	\$2,702.83	\$225.24	1
811	C1	1,007	0.78%	0.82%	\$2,577.41	\$214.78	1
812	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
813	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
814	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
815	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
816	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
817	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
901	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
902	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
903	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
904	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
905	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
906	G1	1,004	0.77%	0.82%	\$2,569.73	\$214.14	1
907	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
908	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
909	J1	1,176	0.91%	0.96%	\$3,009.96	\$250.83	2
910	D1	1,056	0.81%	0.86%	\$2,702.83	\$225.24	1
911	C1	1,007	0.78%	0.82%	\$2,577.41	\$214.78	1
912	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
913	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
914	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
915	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
916	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
917	B1	587	0.45%	0.48%	\$1,502.42	\$125.20	1
1001	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1002	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1003	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1004	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1005	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
1006	G1	1,004	0.77%	0.82%	\$2,569.73	\$214.14	1
1101	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1102	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1103	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1104	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1105	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
1106	K1	1,171	0.90%	0.96%	\$2,997.17	\$249.76	2

Unit	Unit Type	Condo Sq.Ft.	Common Elements Interest/ % Voting Share	% Share of Residential Dues	Annual Dues	Monthly Dues	Allocated Parking Spaces
1201	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1202	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1203	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1204	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1205	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
1206	K1	1,171	0.90%	0.96%	\$2,997.17	\$249.76	2
1301	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1302	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1303	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1304	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1305	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
1306	K1	1,171	0.90%	0.96%	\$2,997.17	\$249.76	2
1401	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1402	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1403	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1404	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1405	E1	993	0.77%	0.81%	\$2,541.58	\$211.80	1
1406	K1	1,171	0.90%	0.96%	\$2,997.17	\$249.76	2
1501	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1502	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1503	A1	814	0.63%	0.67%	\$2,083.43	\$173.62	1
1504	H1	1,649	1.27%	1.35%	\$4,220.60	\$351.72	2
1601	F1	1,963	1.51%	1.60%	\$5,024.29	\$418.69	2
1602	L1	1,646	1.27%	1.35%	\$4,212.93	\$351.08	2
1603	H1	1,629	1.26%	1.33%	\$4,169.41	\$347.45	2
1701	PH-B	2,326	1.79%	1.90%	\$5,953.38	\$496.12	2
1702	PH-A	2,663	2.05%	2.18%	\$6,815.93	\$567.99	2
Totals Excluding Commercial		<u>122,330</u>	<u>94.37%</u>	<u>100.00%</u>	<u>\$313,102.84</u>	<u>\$26,091.90</u>	<u>150</u>
Commercial Unit		7,300	5.63%		\$16,897.16	\$1,408.10	6
Totals Including Commercial Unit		<u>129,630</u>	<u>100.00%</u>		<u>\$330,000.00</u>	<u>\$27,500.00</u>	<u>156</u>

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 MAR 09 03:54 PM
BK:20123 PG:62-68 FEE:\$29.00
INSTRUMENT # 2006045373



**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
COURTSIDE CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTSIDE CONDOMINIUM ("First Amendment") is made and entered into as of March 8, 2006, by COURTSIDE PROPERTIES, LLC, a North Carolina limited liability company ("Declarant"), as Declarant under the Original Declaration and as the Owner of Units 1301, 1003 and 1701 of the Condominium.

RECITALS

A. Declarant has previously executed and recorded a Declaration of Condominium for Courtside Condominium, dated February 17, 2006 (the "Original Declaration"), covering certain property owned by Declarant located in Charlotte, Mecklenburg County, North Carolina as more particularly described in Exhibit A of the Declaration (the "Property"). The Declaration is recorded in Book 20034, Page 31 in the Mecklenburg County, North Carolina Public Registry (the "Declaration").

B. The Plans for Courtside Condominium (the "Condominium") are recorded in Unit File 772 of the Mecklenburg County, North Carolina Public Registry (the "Plans").

C. The Declarant desires to amend the Declaration and the Plans to replace the page of the Plans depicting the "Level 1 Floor Plan" recorded in Unit File 772 at Page 3 (the "Replaced Level 1 Page") and the page of the Plans depicting the "Level 2 Floor Plan" recorded in Unit File 772 at Page 4 (the "Replaced Level 2 Page"), of the Mecklenburg County Public Registry to order to (i) correct the misallocation of the parking spaces labeled as "1003", "1301" and "1701", and (ii) to correct the misallocation of certain non-parking Common Element space within the Parking Facility. The parking spaces referenced in (i) above may hereinafter be collectively referred to as the "Affected Parking Spaces." Units 1003, 1301, and 1701 may hereinafter be collectively referred to as the "Affected Units."

D. In accordance with Section 16.5(e) of the Declaration, this First Amendment has been executed by the Declarant, as Owner of the Affected Units. As required by Article XIV of

WCSR 2108701v2

Drawn by and Return to:
Wm. Ruffin Pearce, Jr.
Womble Carlyle Sandridge & Rice, PLLC (Box 93)

the Declaration, this First Amendment has also been executed by the Association to acknowledged and agree to the filing thereof.

E. Declarant and Court 6, LLC ("Court 6"), as owner of property adjacent to the Land, previously entered into that certain Reciprocal Easement Agreement (the "REA") dated February 20, 2006 and recorded in Book 20034 at Page 93 in the Mecklenburg County Public Registry, in order to create certain use restrictions and cross easements among their respective properties as set forth therein. Certain parking spaces (the "Encumbered Spaces") reallocated as Limited Common Elements by this First Amendment are currently encumbered by the easements set forth in the REA. Declarant and Court 6 have entered into an Amendment to Reciprocal Easement Agreement (the "REA Amendment"), dated as of the date hereof and recorded subsequent to this First Amendment in the Mecklenburg County Public Registry. Pursuant to the provisions of the REA Amendment, the Encumbered Spaces will be released from the easements created by the REA.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this First Amendment, the Declarant hereby amends the Declaration by declaring that the Property that is subject to the Declaration shall be held, developed, improved, leased, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, reservations and easements set forth in this First Amendment, all of which are for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and shall be binding on all parties having a right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. Accordingly, the Declarant amends the Declaration as follows:

1. Defined Terms; Recitals. Any capitalized words used in this First Amendment and not otherwise defined herein shall have the same meaning attributed to such words in the Declaration. The recitals set forth above are incorporated herein by reference.

2. Amendments to Plans. A revised Level 1 page of the Plans (the "Revised Level 1 Page") and a revised Level 2 page of the Plans (the "Revised Level 2 Page") shall be filed contemporaneously herewith as an amendment to the Plans in conjunction with the recording of this First Amendment and shall supersede and replace the Replaced Level 1 Page and Replaced Level 2 Page, respectively.

3. Amendment to Common Elements.

(a) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces labeled on the Replaced Level 1 Page as parking spaces "1301" and allocated as Limited Common Elements of Unit 1301 are hereby released by Declarant, as owner of Unit 1301, and hereby allocated by Declarant as Limited Common Elements of Unit 1701 (as shown on the Revised Level 1 Page).

(b) Notwithstanding anything contained in the Declaration to the contrary, both (i) the area adjacent to the stairwell labeled on the Replaced Level 2 Page as "Shared" (non parking space) area, and (ii) the Shared Common Element handicap parking space located adjacent to

such "Shared" area are hereby allocated by Declarant as a Limited Common Elements of Unit 1301 (as so labeled on the Revised Level 2 Page).

(c) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces adjacent to the Sprinkler/Fire Pump Room on Level 1 of the Parking Facility, each labeled on the Replaced Level 1 Page as parking space "1701", are hereby released by Declarant, as owner of Unit 1701, and are hereby allocated by the Declarant as "Shared" Common Elements (as so labeled on the Revised Level 1 Page).

(d) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Replaced Level 1 Page as parking space "1003", is hereby released by Declarant, as owner of Unit 1003, and is hereby allocated by Declarant as a "Shared" Common Element (as so labeled on the Revised Level 1 Page).

(e) Notwithstanding anything contained in the Declaration to the contrary, the Restricted Parking Space (as such term is used on the Plans) adjacent to parking space "1003" (as labeled on the Replaced Level 1 Page) is hereby allocated by the Declarant as a Limited Common Element to Unit 1003 (as so labeled on the Revised Level 1 Page).

(f) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element Parking Space labeled as "Unallocated 2" on the Replaced Level 1 Page is hereby allocated by the Declarant as a "Restricted" Parking Space (as so labeled on the Revised Level 1 Page).

4. Ratification. The Declaration is hereby ratified and confirmed and remains in full force and effect as expressly, or by necessary implication, modified by this First Amendment.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner of Units 1301, 1003 and 1701 of the Condominium, has executed this First Amendment with the intended effective date as first above written.

DECLARANT:

COURTSIDE PROPERTIES, LLC
a North Carolina limited liability company

By: [Signature]
David F. Furman, Manager

By: [Signature]
Mike G. Hood, Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

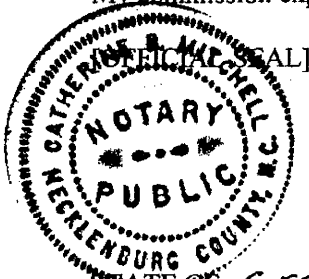
Name(s) of Principal(s): David F. Furman, Manager

Date: 3-8-2006

Official Signature of Notary: Catherine B. Mitchell

Notary's printed or typed name: Catherine B. Mitchell

My commission expires: 12-9-06



STATE OF GEORGIA
COUNTY OF DEKALB

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): Mike G. Hood, Manager

Date: 3/7/06

Official Signature of Notary: Jacqueline A. Diamond

Notary's printed or typed name: JACQUELINE A. DIAMOND

My commission expires: _____

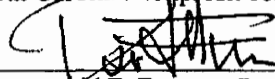


JACQUELINE A. DIAMOND
Notary Public, State of Georgia
DeKalb County
My Commission Expires
August 25, 2008

ASSOCIATION:

COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,

a North Carolina nonprofit corporation

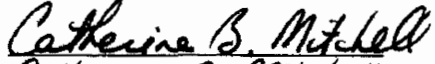
By: 
David F. Furman, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): David F. Furman, President

Date: 3-8-2006

Official Signature of Notary: 

Notary's printed or typed name: Catherine B. Mitchell

My commission expires: 12-9-06



CONSENT OF MORTGAGEE

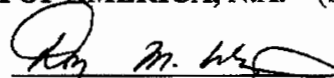
**ATTACHED TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR COURTSIDE CONDOMINIUM**

BANK OF AMERICA, N.A., being the Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement from Declarant to **PRLAP, INC.**, Trustee, Dated October 22, 2004, and recorded in Book 17921 at Page 140 of the Mecklenburg County, North Carolina Public Registry, encumbering the property described on Exhibit A attached to the Declaration, does consent to the recordation of this First Amendment to Declaration and the imposition of the provisions hereof and the provisions of the North Carolina Condominium Act to the real property described in Exhibit A to the Declaration. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties or obligations of Declarant under the Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above.

BENEFICIARY

BANK OF AMERICA, N.A. (SEAL)

By:



Don M. Ward, Senior Vice President

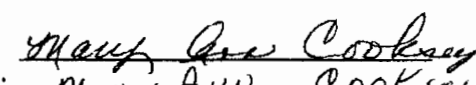
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): Don M. Ward, Senior Vice President

Date: 3-7-06

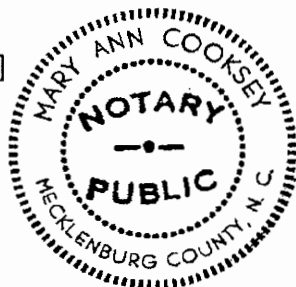
Official Signature of Notary: 

Notary's printed or typed name: Mary Ann Cooksey

My commission expires: 12-18-09

[OFFICIAL SEAL]

WCSR 2108701v2



Drawn by and Return to:

Wm. Ruffin Pearce, Jr.

Womble Carlyle Sandridge & Rice, PLLC (Box 93)

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 AUG 30 03:48 PM
BK: 20983 PG: 889-904 FEE: \$56.00
INSTRUMENT # 2006179863



2006179863

COUNTY: MECKLENBURG

REGISTER OF DEEDS/RECORDING COVER SHEET

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR COURTSIDE CONDOMINIUM

FOR: BOULEVARD CENTRO

ADDRESS: 500 EAST BLVD
CHARLOTTE NC 28203

Return To:
Box 216

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
COURTSIDE CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTSIDE CONDOMINIUM ("Second Amendment") is made and entered into as of August, 25, 2006, by COURTSIDE PROPERTIES, LLC, a North Carolina limited liability company ("Declarant"), as Declarant under the Original Declaration, Sukumar Medda and wife Chitra Medda owners of Unit 709 of the Condominium, Donald Nash and wife Donna Nash owners of Unit 907 of the Condominium, Joseph N. Nash owner of Unit 1106 of the Condominium, and Ray A. Booton, and wife N/A owner of Unit 1504 of the Condominium.

RECITALS

- A. Declarant has previously executed and recorded a Declaration of Condominium for Courtside Condominium, dated February 17, 2006 (the "Original Declaration"), covering certain property owned by Declarant located in Charlotte, Mecklenburg County, North Carolina as more particularly described in Exhibit A of the Declaration (the "Property"). The Declaration is recorded in Book 20034, Page 31 in the Mecklenburg County, North Carolina Public Registry (the "Declaration").
- B. The Plans for Courtside Condominium (the "Condominium") are recorded in Unit File 772 of the Mecklenburg County, North Carolina Public Registry (the "Plans").
- C. Declarant filed a First Amendment to Declaration of Condominium for Courtside Condominium the (the "First Amendment to Declaration") in Book 20123 at Page 62 of the Mecklenburg County Public Registry.
- D. Declarant filed amendments to the Plans for Level 1 (the "Revised Level 1 Page"), in Unit File No 772, at Page 24 and filed amendments to the Plans for Level 2, (the "Revised Level 2 Page") in Unit File No 772, at Page 25 both in the Mecklenburg County Public Registry.
- E. The Declarant desires to amend the Declaration and the Plans to replace the page of the Revised Level 1 Page, the Revised Level 2 Page, and the page of the Plan depicting Level 6, (the "Level 6 Page"), in order to (i) reallocate the allocated parking spaces labeled as "1304," "907," "1106," and "1504," located on Levels 2 and 6 of the parking garage, (ii) to allocate the unallocated space to parking space "709" on Level 1 of the parking garage, and (iii) reallocate parking space "709" on Level 6 of the parking garage to unallocated space.
- F. In accordance with Section 16.5(e) of the Declaration, this Second Amendment has been executed by all Owners of the Affected Units. As

labeled on the Revised Level 2 Page as parking spaces "907" and allocated as Limited Common Elements of Unit 907 are hereby released by the Owner of Unit 907, and hereby reallocated by Declarant as Limited Common Elements of Unit 1106 (as shown on the Amended Level 2 Page).

- (d) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces

required by Article XIV of the Declaration, this Second Amendment has also been executed by the Association to acknowledge and agree to the filing thereof.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this Second Amendment, the Declarant hereby amends Declaration by declaring that the Property that is subject to the Declaration shall be held, improved, leased, sold, transferred, conveyed, and occupied subject to the stipulations of this Second Amendment, and shall be binding on all parties having a right, title or interest therein. Accordingly, the Declarant amends the Declaration as follows:

1. Defined Terms; Recitals. Any capitalized words used in this Second Amendment and not otherwise defined herein shall have the same meaning attributed to such words in the Declaration. The recitals set forth above are incorporated herein by reference.
2. Amendments to Plans. An amended Level 1 page of the Plans (the "Amended Level 1 Page"), an amended Level 2 page of the Plans (the "Amended Level 2 Page"), and an amended Level 6 page of the Plans (the "Amended Level 6 Page") shall be filed contemporaneously herewith as an amendment to the Plans in conjunction with the recording of this Second Amendment and shall supersede and replace the Revised Level 1 Page, Revised Level 2 Page, and Replaced Level 6 Page, respectively.
3. Amendment to Common Elements.
 - (a) Notwithstanding anything contained in the Declaration to the contrary, the space on the Revised Level 1 Page labeled as unallocated is hereby allocated by the Declarant, as owner of this unallocated space, as a Limited Common Element of Unit 709 and labeled as parking space "709" (as shown on the Amended Level 1 Page).
 - (b) Notwithstanding anything contained in the Declaration to the contrary, the one (1) Limited Common Element parking space labeled on the Revised Level 2 Page as parking space "1304" and allocated as Limited Common Elements of Unit 1304 are hereby released by the Owner of Unit 1304, and hereby reallocated by Declarant as Limited Common Elements of Unit 1504 (as shown on the Amended Level 2 Page).
 - (c) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces labeled on the Revised Level 2 Page as parking spaces "907" and allocated as Limited Common Elements of Unit 907 are hereby released by the Owner of Unit 907, and hereby reallocated by Declarant as Limited Common Elements of Unit 1106 (as shown on the Amended Level 2 Page).
 - (d) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces

labeled on the Revised Level 2 Page as parking spaces "1106" and allocated as Limited Common Elements of Unit 1106 are hereby released by the Owner of Unit 1106, and hereby reallocated by Declarant as Limited Common Elements of Unit 907 (as shown on the Amended Level 2 Page).

- (e) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Level 6 Page as parking space "1304" and allocated as Limited Common Elements of Unit 1304 are hereby released by the Owner of Unit 1304, and hereby reallocated by Declarant as Limited Common Elements of Unit 1504 (as shown on the Amended Level 6 Page).
- (f) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Elements parking spaces labeled on the Level 6 Page as parking space "1504" and allocated as Limited Common Elements of Unit 1504 are hereby released by the Owner of Unit 1504, and hereby reallocated by Declarant as Limited Common Elements of Unit 1304 (as shown on the Amended Level 6 Page).
- (g) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Level 6 Page as parking space "709" and allocated as Limited Common Elements of Unit 709 are hereby released by the Owner of Unit 709, and hereby reallocated by Declarant as Unallocated (as shown on the Amended Level 6 Page).

4. Counterparts. This Second Amendment may be executed in several counterparts, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signators to the same counterpart.

[Signatures appear on following pages/]

IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner any Unallocated space and the Owners of Units 709, 907, 1106, 1304, 1504 have executed this Second Amendment with the intended effective date as first above written.

DECLARANT:

Properties
COURTSIDE PROPERTIES, LLC,
A North Carolina limited liability company

By: *[Signature]*Title: *Manager*

By: _____

Title: _____

ASSOCIATION:

COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,
A North Carolina nonprofit corporation

By: *[Signature]*Title: *President*OWNERS OF UNIT 709 OF THE
CONDOMINIUM*S Medda*

Sukumar Medda

C. Medda

Chitra Medda

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
David F. Furman, ("Signatory"), personally came before me this day and
acknowledged that he is President of
Courtside HDA, a non-profit corporation, and that he,
as President, being authorized to do so, executed the foregoing
instrument on behalf of the Association.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

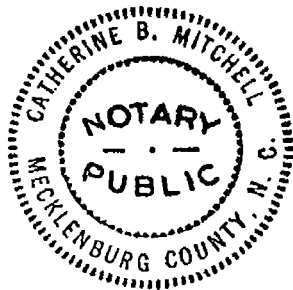
☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 29 day of
August, 2006.



Catherine B. Mitchell
Notary Public
Print Name: Catherine B. Mitchell
[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
David F. Furman. ("Signatory"), personally came before me this day and
acknowledged that he is Manager of
Courtside Properties, LLC, an LLC, and that he,
as Manager, being authorized to do so, executed the foregoing
instrument on behalf of the LLC.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 29 day of
August, 2006.

Catherine B. Mitchell

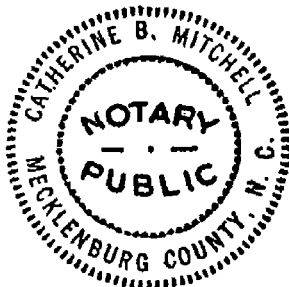
Notary Public

Print Name: Catherine B. Mitchell

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner any Unallocated space and the Owners of Units 709, 907, 1106, 1304, 1504 have executed this Second Amendment with the intended effective date as first above written.

DECLARANT:

COURTSIDE PROPERTIES, LLC,
A North Carolina limited liability company

By: _____
Title:

By: _____
Title:

ASSOCIATION:

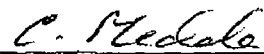
COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,
A North Carolina nonprofit corporation

By: _____
Title:

OWNERS OF UNIT 709 OF THE
CONDOMINIUM



Sukumar Medda



Chitra Medda

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Sharan H. Rankin, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
Chitra Hedda ("Signatory"), personally came before me this day and
acknowledged that she is OWNER of
Parking Space, a _____, and that he,
as OWNER, being authorized to do so, executed the foregoing
instrument on behalf of the herself.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

____ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

____ a driver's license or

____ in the form of _____); or

____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 24th day of
August, 2006.

Sharan H Rankin
Notary Public
Print Name: Sharan H Rankin
[Note: Notary Public must sign exactly as on
notary seal]

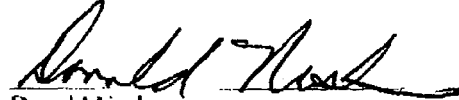
My Commission Expires: May 2, 2010

[NOTARY SEAL] (MUST BE FULLY VISIBLE)

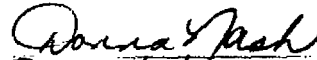
5-2-2010



OWNER OF UNIT 907 OF THE
CONDOMINIUM


Donald Nash

25 AUG 06


Donna Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM

Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM

Ray A. Booton

STATE OF _____
COUNTY OF _____

I, Jody Bress Dobrinsky, a Notary Public of
County and State of Virginia, do hereby certify that
Donald Nash ("Signatory"), personally came before me this day and
acknowledged that he is owner of
Cartage Unit 907, a Condominium, and that he,
as owner, being authorized to do so, executed the foregoing
instrument on behalf of ~~the~~ himself.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

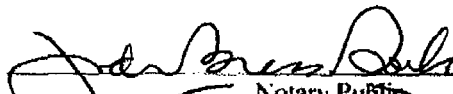
a driver's license or

in the form of _____); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25 day of
AUGUST, 2006.


Notary Public
Print Name: JODY BRESS DOBRINSKY
[Note: Notary Public must sign exactly as
notary seal]

My Commission Expires: 3-31-09

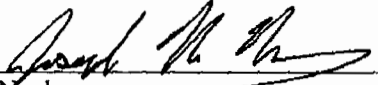
^ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



OWNER OF UNIT 907 OF THE
CONDOMINIUM

Donald Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM


Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM

Ray A. Booton

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, B J RAYFIELD, a Notary Public of MECKLENBURG
County and State of NORTH CAROLINA, do hereby certify that
JOSEPH N. NASH ("Signatory"), personally came before me this day and
acknowledged that he is OWNER of
COURTSIDE UNIT 1106, a CONDOMINIUM, and that he,
as OWNER, being authorized to do so, executed the foregoing
instrument on behalf of the HIMSELF.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

 (I have personal knowledge of the identity of the Signatory); or

☒ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

☒ a driver's license or

 in the form of); or

 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25th day of
AUGUST, 2006.



B J Rayfield
Notary Public

Print Name: B J RAYFIELD

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 06.23.2007

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

OWNER OF UNIT 907 OF THE
CONDOMINIUM

Donald Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM

Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM



Ray A. Booton

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
Ray A. Beaton ("Signatory"), personally came before me this day and
acknowledged that he is Owner of
Courtside Unit 1504, a Condominium, and that he,
as Owner, being authorized to do so, executed the foregoing
instrument on behalf of the himself.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25th day of
August, 2006.

Catherine B. Mitchell

Notary Public

Print Name: Catherine B. Mitchell

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

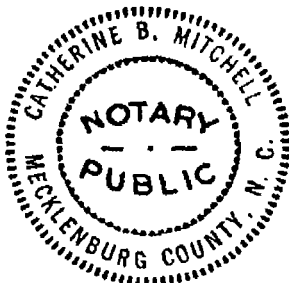


EXHIBIT B
To Public Offering Statement for Courtside Condominium

BYLAWS OF
COURTSIDE CONDOMINIUM
OWNERS ASSOCIATION, INC.

ARTICLE I.
Definitions

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Condominium for Courtside Condominium, recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, to which a copy of these Bylaws is attached as Exhibit C.

ARTICLE II.
Administration of Condominium

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.

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, its Executive Board, officers and members 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.

ARTICLE III.
Offices - Seal - Fiscal Year

3.1 Principal Office and Registered Office: The initial principal office and registered office of the Association shall be located at 500 East Boulevard, Charlotte, Mecklenburg County, North Carolina 28203.

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.

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

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

ARTICLE IV. Membership

4.1 Qualification:

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

(b) 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 the date of ownership of each particular Unit. However, in the case of death, the transfer of ownership shall occur on date of death in the case of intestacy or 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.

4.2 Place of Meetings: All meetings of the membership shall be held at a place in Mecklenburg County, North Carolina designated by the Executive Board.

4.3 Annual Meetings: A meeting of the Association shall be held at least once each year. The first Annual Meeting of the Association shall be held on the date and hour designated by Declarant. Thereafter, the Annual Meeting of the Association shall be held on the first Wednesday in December of each year at 8:00 p.m., Eastern Standard Time. If the first Wednesday in December 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 such 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.

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

4.5 Special Meetings: After the first Annual Meeting of the Members special Meetings of the Members may be called at any time by the President, by not less than twenty percent (20%) of all Owners, 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.

4.6 Notices of Meetings:

(a) Written or printed notice stating the time and place of a membership meeting, 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 a director or officer, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of any such membership meeting, either by hand delivery or by mail, by or at the discretion of the President or the Secretary, to the address of each Unit. Notices shall be deemed to have been given (i) when deposited in the United States mail, if sent by first class United States mail, postage prepaid, or (ii) when delivered to the Unit, if hand delivered.

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

(c) The notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

4.7 Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members entitled to cast twenty-five (25%) 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 entitled to vote thereat 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.

4.8 Voting Rights:

(a) The total percentage of voting interests in the Association will be one hundred percent (100%) and each Member will have a voting interest in the Association in the amount set forth on Exhibit B of the Declaration.

(b) Notwithstanding the foregoing, the owners of the Office Units shall have a veto right, which may only be exercised by a majority of the voting interest of the Office Units, with respect to the following issues:

(i) Any vote by the Association attempting to place restrictions on the uses permitted in the Office Units;

(ii) Any reallocation of Common Elements Interest of the Office Units; and

(iii) Any vote by the Association to impose any additional assessments on the Office Units exclusively that are not otherwise provided for in the Declaration.

(c) Notwithstanding the foregoing, the owners of the Retail Units shall have a veto right, which may only be exercised by a majority of the voting interest of the Retail Units, with respect to the following issues:

(i) Any attempt by the Association to modify the configuration of (a) the Surface Parking Lot or (b) access thereto;

(ii) Any vote by the Association attempting to place restrictions on the uses permitted in the Retail Units;

(iii) Any vote by the Association which would result in a material change in the appearance of the northwestern or northeastern exterior façades of the ground level of the Building;

(iv) Any vote by the Association to impose any additional assessments on the Retail Units exclusively that that are not otherwise provided for in the Declaration.

(v) Any reallocation of Common Elements Interest of the Retail Units.

(d) 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 vote 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.

(e) 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.

(f) In no event may the vote which may 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.

4.9 Proxies:

(a) 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 the term stated therein or 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 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.

(b) All of the above provisions concerning voting by joint Owners shall apply to the vote cast for any one Unit by two or more proxy holders.

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.

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.

ARTICLE V. Executive Board

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 Article VI 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 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.

5.2 Number, Term and Qualification: The initial Executive Board shall consist of the four (4) individuals appointed by Declarant whose names are set forth in the Articles of Incorporation of the Association. During the Declarant Control Period, the Executive Board shall have four (4) members, and Declarant may appoint and remove members of the Executive Board, subject, however to the limitations contained in Section 8.3 of the Declaration. Prior to the expiration of the Declarant Control Period, the Members shall elect five (5) new Board members pursuant to the provisions of Section 5.3 hereof and thereafter the Executive Board shall have five (5) members. The initial term of any Board Member elected pursuant to Section 8.3 of the Declaration shall terminate upon the election of a replacement Board Member pursuant to the provisions of Section 5.3 hereof. Board members may succeed themselves in office. With the exception of the initial Executive Board appointed by the Declarant in accordance with this Section 5.2, each member of the Executive Board must either (a) maintain a Unit at the Condominium as his or her primary residence or (b) be the designated representative of the Owner of a Commercial Unit or the designated representative of a tenant leasing a

Commercial Unit. In the event that any such Board member ceases to be in compliance with either (a) or (b) in the preceding sentence, such Board Member's term shall be automatically terminated and the vacancy created thereby shall be filled in accordance with Section 5.5 hereof.

5.3 Election of Board Members:

(a) The election of all Board members shall be by ballot. Cumulative voting is not permitted. The Owners of the Commercial Units collectively and the Owners of the Residential Units, collectively, (each a "Class") shall each have the right to elect one (1) member to the Board (collectively, "Class Board Members"). The person receiving the highest percentage of votes within each such Class shall be elected as the Class Board Member for that Class. The remaining three (3) members of the Board shall be elected by the Association, collectively (collectively, the "Association Board Members"). The Association Board Members shall be the three (3) persons receiving the highest percentage of votes (see Section 4.8). In the event either of the above referenced Classes does not exercise its right to elect a Class Board Member, such Board position(s) shall be filled by a majority on the Association in the same manner as the election of the three (3) Association Board Members any such Members shall be deemed Association Member for the remainder of its term; provided, however, that if such replacement member is elected at the first annual meeting, its initial term shall be the same length as that of a Class Board Member as set forth in Section 5.3(b) below. The Executive Board shall publish to each Member the name and address of each member of the Executive Board within thirty (30) days of their election.

(b) The Class Board Members elected pursuant to this Section 5.3 shall be elected to serve in the first instance for terms of one (1) year each with the class of three (3) Association Board Members being elected to serve in the first instance for terms of two (2) years each. The successors of each director thereafter shall be elected to serve for terms of two (2) years each.

5.4 Removal: Any Executive Board member, other than a member appointed by Declarant, 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, that the removal of a Class Board Member shall also require the vote by at least sixty-seven percent (67%) of the votes entitled to be cast by all Members of the applicable Class by which such Class Board Member was elected. The notice of the meeting must state that the question of such removal will be acted upon at the subject 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, subject to the Class Board Member requirements set forth in Section 5.3 hereof.

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 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. Any new member elected because of a vacancy in a Class Board Member position shall be a member of such Class. As indicated in Section 5.4, the Membership shall have the first right to fill any vacancy created by the Membership's removal of an Executive Board member.

5.6 Chairman: A member of the Executive Board shall be elected as Chairman of the Executive Board by the Board members at the first meeting of the Board. The Chairman 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 Chairman and/or in the event that the Chairman is not present at any meeting of the Executive Board, the President shall preside.

5.7 Compensation: No Member of the Executive Board shall receive any compensation from the Association for acting as such. Provided, however, each 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 Board from compensating a Board member for unusual and extraordinary services rendered on the basis of quantum meruit. Further provided, each Board member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon quantum meruit.

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

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

5.10 Meetings of the Executive Board:

(a) Regular Meetings: Regular Meetings shall be held, without notice, at such hour and address as may be fixed from time to time by resolution of the Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At certain intervals, as may be approved by the Executive Board, but in no event less than twice per calendar year, the Executive Board shall provide to the Members an

opportunity to attend a portion of the meeting of the Executive Board to speak to the Executive Board about any issues and concerns that the Member may have. The Executive Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

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

(c) Notices of Special Meetings: The notice provided for herein may be waived by written instrument signed by those Board members who do not receive said notice. Except to the extent otherwise required by law, the purpose of a 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 Board member at his last known address on file with the Association; (2) deposit of same in his Unit mail box; (3) delivery to the Board member. Attendance by a Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject 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 Board meetings shall be held in Mecklenburg County, North Carolina.

(e) Quorum: A majority of the 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 Board members present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

5.11 Action Without Meeting: The 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 Board members. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

5.12 Presumption of Assent: A Board member who is present at a meeting of the 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 a Board member who voted in favor of such action.

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 Board. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements to the extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

(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) necessary for the efficient operation, maintenance, repair, and replacement of the Common Elements;

(d) Adoption of rules and regulations covering the details of 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 or permitted 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 Board and Membership in which minute book shall be inserted actions taken by the Board and/or Members by consent without meeting;

(i) Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed;

(j) Enforcing, on behalf of the Association, the obligations and assessments 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 N.C.G.S. §47C-3-116, the imposition of changes for late payment of assessments, and after notice and an opportunity to be heard, levying reasonable fines not to exceed One Hundred and No/100 Dollars (\$100.00) 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 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 Board to said Owner, provided that the 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 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 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 Board. In the absence of such determination by the Board, such documents shall be signed by either the Treasurer or the Assistant Treasurer of the Association, and countersigned by any 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 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.

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 "Independent Manager") such duties and responsibilities in the management of the Property as the Executive Board deems appropriate. Provided, 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 three (3) years, renewable by agreement between the Executive Board and such Independent Manager for successive one-year terms; provided, however, that any such contract shall provide that it is terminable by the Association, with or without cause, upon not more than ninety (90) days' prior written notice and without payment of any penalty, and any such contract entered into during the Declarant Control Period also shall be terminable as required by N.C.G.S. §47C-3-105. 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.

ARTICLE VI.

Committees

6.1 Creation: The Executive Board, by resolutions adopted by a majority of the number of Board members then holding office, may create such committees as they deem 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 authorities and responsibilities as the 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.

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

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

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

6.5 Responsibility of Board Members:

(a) 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.

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

ARTICLE VII.
Officers

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.

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 Board next following the Annual 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. The Executive Board shall publish to each of the Members the names and addresses of each officer within thirty (30) days of their election.

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

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 Board. The officer elected to such vacancy shall serve for the remaining term of the officer he replaces.

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.

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 Chairman, 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.

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.

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 General Statutes of North Carolina.

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 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 General Statutes of North Carolina.

7.10 Assistant Secretaries and Treasurers. The Assistant Secretaries and 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.

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.

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 said Act.

ARTICLE VIII.

Operation of the Property

8.1 Determination of Common Expenses and Fixing of the Common Charges:

(a) 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 in the manner provided in Article X of the Declaration, all in accordance with the procedure set forth in this Section 8, but subject to the limitations set forth in Article XVI of the Declaration. 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, and the cost of all payments by the Association under the REA. 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 losses due to insurance deductibles; 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.

(b) Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary 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 shall be deemed ratified unless at that Meeting a majority of 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.

(c) 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, that 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. Special Assessments, if approved, shall be payable by each Owner of Units for which such assessment is applicable in proportion to their respective Common Expense Allocation. In addition to the Common Assessment and the Special Assessment, the Association, acting through the Executive Board may assess individual Owners ("**Individual Unit Assessment**") for: (i) any costs incurred by the Association by reason of the Owner's failure to maintain its Unit, if the Association takes actions to do so as authorized herein; (ii) any costs incurred by the Association as a result of such

Owner's (or its tenant's, agent's, contractor's, family member's or invitee's) negligence, willful misconduct, or default under its obligations under the Declaration, these Bylaws, or the Rules and Regulations (including, without limitation, obligations applicable to the Owners under the REA), including any costs for maintenance or repair and reasonable attorney's fees.

(d) The Declarant, as the agent of the Association, shall collect from each initial purchaser of a Unit at the time of closing an "initial capital assessment" equal to twice the estimated monthly assessment for Common Expenses. Such funds shall not be considered advance payments of assessments. The Declarant will deliver the funds so collected to the Association to provide the necessary working capital for the Association. In addition, upon the expiration of the Declarant Control Period, the Declarant shall forward to the Association a contribution to the working capital fund, in the amount specified above, for each unsold Unit in the Condominium held by Declarant, and in that event, Declarant shall be entitled to retain as a reimbursement the working capital contributions ultimately made by the initial purchasers of such Units. Such funds may be used for certain prepaid items, initial equipment and supplies, organizational expenses and other start-up costs, and for such other purposes as the Executive Board may determine. Except for the permitted reimbursement of prepaid contributions referred to above, the Declarant may not use the working capital fund to defray any of the Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits of the Association during the Declarant Control Period.

8.2 Payment of Common Expenses:

(a) 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 Board shall determine.

(b) 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.

8.3 Collection of Assessments:

(a) The Executive Board shall assess Common Expenses against the Units from time to time and at least monthly 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.

(b) 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.

8.4 Default in Payment of Common Expenses, Remedies:

(a) In the event of default by any Owner in paying to the Executive Board the Common Expenses as determined by the Board, such Owner shall be obligated to pay interest on such Common Expenses from the due date thereof at the rate of eighteen percent (18%) per annum, together with all expenses, including reasonable attorney's fees (if permitted by law), incurred by the Executive Board in any proceeding brought to collect such unpaid Common Expenses. In addition, the Board shall have the authority to levy a late charge on any Assessment, or installment thereof, not paid within fifteen (15) days after its due date, in the amount not to exceed the greater of Twenty Dollars and No/100 Dollars (\$20.00) per month or ten percent (10%) of the overdue Assessment.

(b) 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 under power of sale under N.C.G.S. Article 2A of Chapter 45 as provided in Section 47C-3-116. The Executive Board shall also have the right to impose uniform late payment charges for delinquent Common Expense payments, which charges shall be recoverable by the proceedings specified above.

(c) 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, 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.

8.5 Lien and Personal Obligations:

(a) 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 claim of lien has been filed in the office of the Clerk of Superior Court for Mecklenburg County, North Carolina, provided such claim 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.

(b) The lien for unpaid assessments shall not be affected by the sale or transfer of the Unit, except in the case of a foreclosure of a Mortgage, in which event the purchaser at foreclosure shall not be liable for any assessments against such Unit that became due prior to the date of acquisition of title by such purchaser. Such unpaid assessments shall be deemed Common Expenses collectible from all Owners of Units, including the purchaser at foreclosure. 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.

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.

8.7 Abatement and Enjoyment of Violations by Owner: The violation of any rule or regulation adopted by the Executive Board or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in the Declaration, 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 Board shall not thereby be deemed guilty in any manner of trespass; provided, however, that the Executive Board shall be obligated to institute judicial proceedings before any item of construction can be altered or demolished; (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; and/or (c) after notice and opportunity to be heard in the manner provided by N.C.G.S. §47C-3-107.1, to levy reasonable fines not to exceed One Hundred and No/100 Dollars (\$100.00) per violation and, without further hearing, an additional One Hundred and No/100 Dollars (\$100.00) for each day more than five (5) days after the decision that such violation continues. If otherwise permitted by law, the Executive Board may impose higher fines than prescribed in the preceding sentence.

8.8 Maintenance and Repair: (a) Except as is specifically provided in the Declaration, all maintenance and any repairs to any Unit and the Limited Common Elements allocated thereto, whether ordinary or extraordinary, 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 (b) 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 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.

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 N.C.G.S. §47C-2-111 and in accordance with the terms of the Declaration.

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.

8.11 Right of Access: An Owner shall grant a right of access to his Unit and the Limited Common Elements appurtenant thereto to the Independent Manager and/or any other person authorized by the Executive Board or the Independent Manager for the purpose of making inspections, 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, 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 where 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.

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 Board with the approval of a majority of Owners. Copies of such rules and regulations shall be furnished by the Board to each Owner prior to the time when the same shall become effective.

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 Board, such may be paid by the Board and assessed against the Units as a Common Expense. The Executive Board shall have the right to levy a fixed additional monthly assessment against classes of Units that will consume disproportionate shares of certain utilities.

ARTICLE IX.

Amendments

Subject to the provisions of Article XVI of the Declaration, these Bylaws may be amended at any time by an instrument in writing signed and acknowledged by Owners holding at least sixty-seven percent (67%) of the votes 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.

ARTICLE X.

Miscellaneous

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 which shall remain in full force and effect.

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.

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.

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, or 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.

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 MAR 09 03:54 PM
BK: 20123 PG: 62-68 FEE: \$29.00

INSTRUMENT # 2006045373



**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
COURTSIDE CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTSIDE CONDOMINIUM ("First Amendment") is made and entered into as of March 8, 2006, by COURTSIDE PROPERTIES, LLC, a North Carolina limited liability company ("Declarant"), as Declarant under the Original Declaration and as the Owner of Units 1301, 1003 and 1701 of the Condominium.

RECITALS

A. Declarant has previously executed and recorded a Declaration of Condominium for Courtside Condominium, dated February 17, 2006 (the "Original Declaration"), covering certain property owned by Declarant located in Charlotte, Mecklenburg County, North Carolina as more particularly described in Exhibit A of the Declaration (the "Property"). The Declaration is recorded in Book 20034, Page 31 in the Mecklenburg County, North Carolina Public Registry (the "Declaration").

B. The Plans for Courtside Condominium (the "Condominium") are recorded in Unit File 772 of the Mecklenburg County, North Carolina Public Registry (the "Plans").

C. The Declarant desires to amend the Declaration and the Plans to replace the page of the Plans depicting the "Level 1 Floor Plan" recorded in Unit File 772 at Page 3 (the "Replaced Level 1 Page") and the page of the Plans depicting the "Level 2 Floor Plan" recorded in Unit File 772 at Page 4 (the "Replaced Level 2 Page"), of the Mecklenburg County Public Registry to order to (i) correct the misallocation of the parking spaces labeled as "1003", "1301" and "1701", and (ii) to correct the misallocation of certain non-parking Common Element space within the Parking Facility. The parking spaces referenced in (i) above may hereinafter be collectively referred to as the "Affected Parking Spaces." Units 1003, 1301, and 1701 may hereinafter be collectively referred to as the "Affected Units."

D. In accordance with Section 16.5(e) of the Declaration, this First Amendment has been executed by the Declarant, as Owner of the Affected Units. As required by Article XIV of

the Declaration, this First Amendment has also been executed by the Association to acknowledged and agree to the filing thereof.

E. Declarant and Court 6, LLC ("Court 6"), as owner of property adjacent to the Land, previously entered into that certain Reciprocal Easement Agreement (the "REA") dated February 20, 2006 and recorded in Book 20034 at Page 93 in the Mecklenburg County Public Registry, in order to create certain use restrictions and cross easements among their respective properties as set forth therein. Certain parking spaces (the "Encumbered Spaces") reallocated as Limited Common Elements by this First Amendment are currently encumbered by the easements set forth in the REA. Declarant and Court 6 have entered into an Amendment to Reciprocal Easement Agreement (the "REA Amendment"), dated as of the date hereof and recorded subsequent to this First Amendment in the Mecklenburg County Public Registry. Pursuant to the provisions of the REA Amendment, the Encumbered Spaces will be released from the easements created by the REA.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this First Amendment, the Declarant hereby amends the Declaration by declaring that the Property that is subject to the Declaration shall be held, developed, improved, leased, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, reservations and easements set forth in this First Amendment, all of which are for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and shall be binding on all parties having a right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. Accordingly, the Declarant amends the Declaration as follows:

1. Defined Terms; Recitals. Any capitalized words used in this First Amendment and not otherwise defined herein shall have the same meaning attributed to such words in the Declaration. The recitals set forth above are incorporated herein by reference.

2. Amendments to Plans. A revised Level 1 page of the Plans (the "Revised Level 1 Page") and a revised Level 2 page of the Plans (the "Revised Level 2 Page") shall be filed contemporaneously herewith as an amendment to the Plans in conjunction with the recording of this First Amendment and shall supersede and replace the Replaced Level 1 Page and Replaced Level 2 Page, respectively.

3. Amendment to Common Elements.

(a) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces labeled on the Replaced Level 1 Page as parking spaces "1301" and allocated as Limited Common Elements of Unit 1301 are hereby released by Declarant, as owner of Unit 1301, and hereby allocated by Declarant as Limited Common Elements of Unit 1701 (as shown on the Revised Level 1 Page).

(b) Notwithstanding anything contained in the Declaration to the contrary, both (i) the area adjacent to the stairwell labeled on the Replaced Level 2 Page as "Shared" (non parking space) area, and (ii) the Shared Common Element handicap parking space located adjacent to

such "Shared" area are hereby allocated by Declarant as a Limited Common Elements of Unit 1301 (as so labeled on the Revised Level 2 Page).

(c) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces adjacent to the Sprinkler/Fire Pump Room on Level 1 of the Parking Facility, each labeled on the Replaced Level 1 Page as parking space "1701", are hereby released by Declarant, as owner of Unit 1701, and are hereby allocated by the Declarant as "Shared" Common Elements (as so labeled on the Revised Level 1 Page).

(d) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Replaced Level 1 Page as parking space "1003", is hereby released by Declarant, as owner of Unit 1003, and is hereby allocated by Declarant as a "Shared" Common Element (as so labeled on the Revised Level 1 Page).

(e) Notwithstanding anything contained in the Declaration to the contrary, the Restricted Parking Space (as such term is used on the Plans) adjacent to parking space "1003" (as labeled on the Replaced Level 1 Page) is hereby allocated by the Declarant as a Limited Common Element to Unit 1003 (as so labeled on the Revised Level 1 Page).

(f) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element Parking Space labeled as "Unallocated 2" on the Replaced Level 1 Page is hereby allocated by the Declarant as a "Restricted" Parking Space (as so labeled on the Revised Level 1 Page).

4. Ratification. The Declaration is hereby ratified and confirmed and remains in full force and effect as expressly, or by necessary implication, modified by this First Amendment.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner of Units 1301, 1003 and 1701 of the Condominium, has executed this First Amendment with the intended effective date as first above written.

DECLARANT:

COURTSIDE PROPERTIES, LLC
a North Carolina limited liability company

By: [Signature]
David F. Furman, Manager

By: [Signature]
Mike G. Hood, Manager

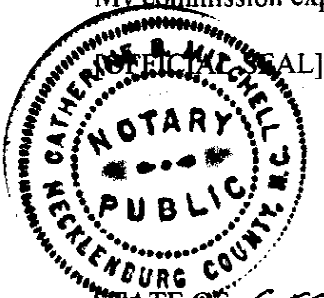
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): David F. Furman, Manager

Date: 3-8-2006 Official Signature of Notary: Catherine B. Mitchell
Notary's printed or typed name: Catherine B. Mitchell

My commission expires: 12-9-06



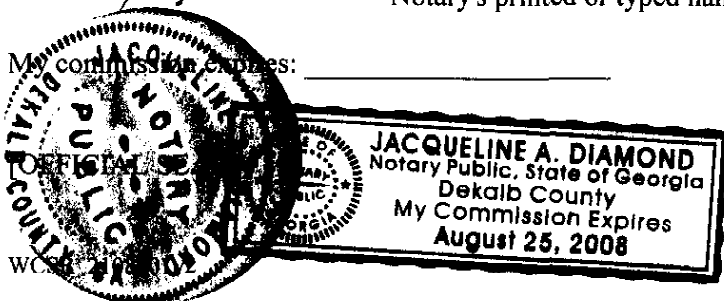
STATE OF GEORGIA
COUNTY OF DEKALB

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): Mike G. Hood, Manager

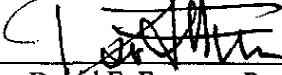
Date: 3/7/06 Official Signature of Notary: Jacqueline A. Diamond
Notary's printed or typed name: JACQUELINE A. DIAMOND

My commission expires: _____



ASSOCIATION:

COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By: 
David F. Furman, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of Principal(s): David F. Furman, President

Date: 3-8-2006

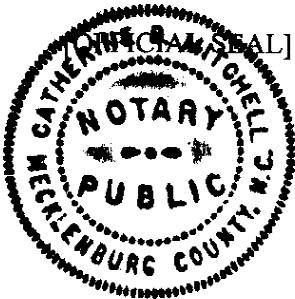
Official Signature of Notary:

Catherine B. Mitchell

Notary's printed or typed name:

Catherine B. Mitchell

My commission expires: 12-9-06



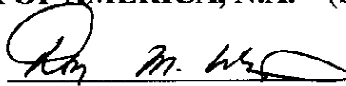
CONSENT OF MORTGAGEE

ATTACHED TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTSIDE CONDOMINIUM

BANK OF AMERICA, N.A., being the Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement from Declarant to **PRLAP, INC.**, Trustee, Dated October 22, 2004, and recorded in Book 17921 at Page 140 of the Mecklenburg County, North Carolina Public Registry, encumbering the property described on Exhibit A attached to the Declaration, does consent to the recordation of this First Amendment to Declaration and the imposition of the provisions hereof and the provisions of the North Carolina Condominium Act to the real property described in Exhibit A to the Declaration. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties or obligations of Declarant under the Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above.

BENEFICIARY

BANK OF AMERICA, N.A. (SEAL)

By: 

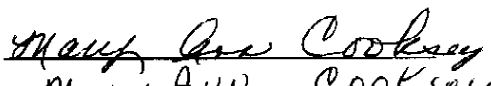
Don M. Ward, Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

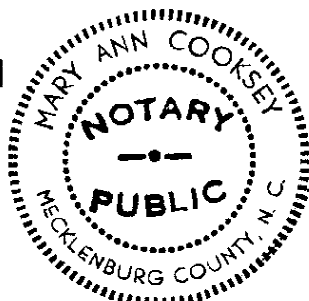
Name(s) of Principal(s): Don M. Ward, Senior Vice President

Date: 3-7-06 Official Signature of Notary: 
Notary's printed or typed name: Mary Ann Cooksey

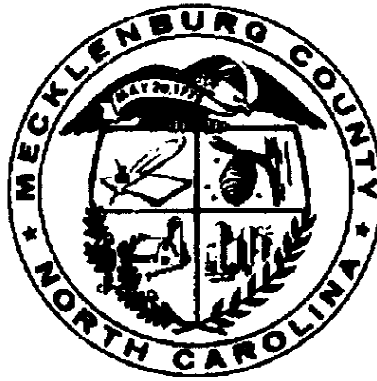
My commission expires: 12-18-09

[OFFICIAL SEAL]

WCSR 2108701v2



Drawn by and Return to:
Wm. Ruffin Pearce, Jr.
Womble Carlyle Sandridge & Rice, PLLC (Box 93)



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 03/09/2006 03:54 PM
Book: RE 20123 Page: 62-68
Document No.: 2006045373
DEC/U 7 PGS \$29.00
Recorder: TERESITA BYRUM



2006045373

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 AUG 30 03:48 PM
BK: 20983 PG: 889-904 FEE: \$56.00
INSTRUMENT # 2006179863



COUNTY: MECKLENBURG

REGISTER OF DEEDS/RECORDING COVER SHEET

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR COURTSIDE CONDOMINIUM

FOR: BOULEVARD CENTRO

ADDRESS: 500 EAST BLVD
CHARLOTTE NC 28203

Return To:
Box 216

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
COURTSIDE CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTSIDE CONDOMINIUM ("Second Amendment") is made and entered into as of August, 25, 2006, by COURTSIDE PROPERTIES, LLC, a North Carolina limited liability company ("Declarant"), as Declarant under the Original Declaration, Sukumar Medda and wife Chitra Medda owners of Unit 709 of the Condominium, Donald Nash and wife Donna Nash owners of Unit 907 of the Condominium, Joseph N. Nash owner of Unit 1106 of the Condominium, and Ray A. Booton, and wife N/A owner of Unit 1504 of the Condominium.

RECITALS

- A. Declarant has previously executed and recorded a Declaration of Condominium for Courtside Condominium, dated February 17, 2006 (the "Original Declaration"), covering certain property owned by Declarant located in Charlotte, Mecklenburg County, North Carolina as more particularly described in Exhibit A of the Declaration (the "Property"). The Declaration is recorded in Book 20034, Page 31 in the Mecklenburg County, North Carolina Public Registry (the "Declaration").
- B. The Plans for Courtside Condominium (the "Condominium") are recorded in Unit File 772 of the Mecklenburg County, North Carolina Public Registry (the "Plans").
- C. Declarant filed a First Amendment to Declaration of Condominium for Courtside Condominium the (the "First Amendment to Declaration") in Book 20123 at Page 62 of the Mecklenburg County Public Registry.
- D. Declarant filed amendments to the Plans for Level 1 (the "Revised Level 1 Page"), in Unit File No 772, at Page 24 and filed amendments to the Plans for Level 2, (the "Revised Level 2 Page") in Unit File No 772, at Page 25 both in the Mecklenburg County Public Registry.
- E. The Declarant desires to amend the Declaration and the Plans to replace the page of the Revised Level 1 Page, the Revised Level 2 Page, and the page of the Plan depicting Level 6, (the "Level 6 Page"), in order to (i) reallocate the allocated parking spaces labeled as "1304," "907," "1106," and "1504," located on Levels 2 and 6 of the parking garage, (ii) to allocate the unallocated space to parking space "709" on Level 1 of the parking garage, and (iii) reallocate parking space "709" on Level 6 of the parking garage to unallocated space.
- F. In accordance with Section 16.5(e) of the Declaration, this Second Amendment has been executed by all Owners of the Affected Units. As

labeled on the Revised Level 2 Page as parking spaces "907" and allocated as Limited Common Elements of Unit 907 are hereby released by the Owner of Unit 907, and hereby reallocated by Declarant as Limited Common Elements of Unit 1106 (as shown on the Amended Level 2 Page).

- (d) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces

required by Article XIV of the Declaration, this Second Amendment has also been executed by the Association to acknowledge and agree to the filing thereof.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this Second Amendment, the Declarant hereby amends Declaration by declaring that the Property that is subject to the Declaration shall be held, improved, leased, sold, transferred, conveyed, and occupied subject to the stipulations of this Second Amendment, and shall be binding on all parties having a right, title or interest therein. Accordingly, the Declarant amends the Declaration as follows:

1. Defined Terms; Recitals. Any capitalized words used in this Second Amendment and not otherwise defined herein shall have the same meaning attributed to such words in the Declaration. The recitals set forth above are incorporated herein by reference.
2. Amendments to Plans. An amended Level 1 page of the Plans (the "Amended Level 1 Page"), an amended Level 2 page of the Plans (the "Amended Level 2 Page"), and an amended Level 6 page of the Plans (the "Amended Level 6 Page") shall be filed contemporaneously herewith as an amendment to the Plans in conjunction with the recording of this Second Amendment and shall supersede and replace the Revised Level 1 Page, Revised Level 2 Page, and Replaced Level 6 Page, respectively.
3. Amendment to Common Elements.
 - (a) Notwithstanding anything contained in the Declaration to the contrary, the space on the Revised Level 1 Page labeled as unallocated is hereby allocated by the Declarant, as owner of this unallocated space, as a Limited Common Element of Unit 709 and labeled as parking space "709" (as shown on the Amended Level 1 Page).
 - (b) Notwithstanding anything contained in the Declaration to the contrary, the one (1) Limited Common Element parking space labeled on the Revised Level 2 Page as parking space "1304" and allocated as Limited Common Elements of Unit 1304 are hereby released by the Owner of Unit 1304, and hereby reallocated by Declarant as Limited Common Elements of Unit 1504 (as shown on the Amended Level 2 Page).
 - (c) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces labeled on the Revised Level 2 Page as parking spaces "907" and allocated as Limited Common Elements of Unit 907 are hereby released by the Owner of Unit 907, and hereby reallocated by Declarant as Limited Common Elements of Unit 1106 (as shown on the Amended Level 2 Page).
 - (d) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Element parking spaces

labeled on the Revised Level 2 Page as parking spaces "1106" and allocated as Limited Common Elements of Unit 1106 are hereby released by the Owner of Unit 1106, and hereby reallocated by Declarant as Limited Common Elements of Unit 907 (as shown on the Amended Level 2 Page).

- (e) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Level 6 Page as parking space "1304" and allocated as Limited Common Elements of Unit 1304 are hereby released by the Owner of Unit 1304, and hereby reallocated by Declarant as Limited Common Elements of Unit 1504 (as shown on the Amended Level 6 Page).
- (f) Notwithstanding anything contained in the Declaration to the contrary, the two (2) Limited Common Elements parking spaces labeled on the Level 6 Page as parking space "1504" and allocated as Limited Common Elements of Unit 1504 are hereby released by the Owner of Unit 1504, and hereby reallocated by Declarant as Limited Common Elements of Unit 1304 (as shown on the Amended Level 6 Page).
- (g) Notwithstanding anything contained in the Declaration to the contrary, the Limited Common Element parking space labeled on the Level 6 Page as parking space "709" and allocated as Limited Common Elements of Unit 709 are hereby released by the Owner of Unit 709, and hereby reallocated by Declarant as Unallocated (as shown on the Amended Level 6 Page).

4. Counterparts. This Second Amendment may be executed in several counterparts, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signators to the same counterpart.

/Signatures appear on following pages/

IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner any Unallocated space and the Owners of Units 709, 907, 1106, 1304, 1504 have executed this Second Amendment with the intended effective date as first above written.

DECLARANT:

Properties
COURTSIDE ~~PROPERTIES~~, LLC,
A North Carolina limited liability company

By: *[Signature]*
Title: *Manager*

By: _____
Title: _____

ASSOCIATION:

COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,
A North Carolina nonprofit corporation

By: *[Signature]*
Title: *President*

OWNERS OF UNIT 709 OF THE
CONDOMINIUM

C Medda
Sukumar Medda

C. Medda
Chitra Medda

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
David F. Furman, ("Signatory"), personally came before me this day and
acknowledged that he is President of
Courtside HOA, a non-profit corporation, and that he,
as President, being authorized to do so, executed the foregoing
instrument on behalf of the Association.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

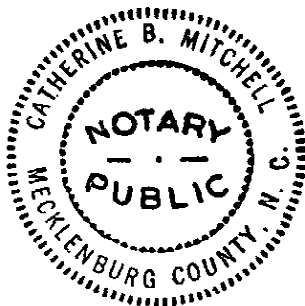
☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 29 day of
August, 2006.



Catherine B. Mitchell

Notary Public

Print Name: Catherine B. Mitchell

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
David F. Furman ("Signatory"), personally came before me this day and
acknowledged that he is Manager of
Courtside Properties, LLC, an LLC, and that he,
as Manager, being authorized to do so, executed the foregoing
instrument on behalf of the LLC.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 29 day of
August, 2006.

Catherine B. Mitchell

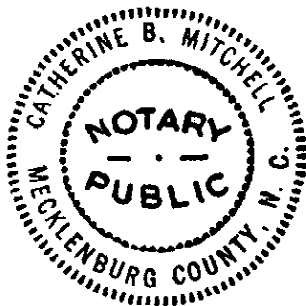
Notary Public

Print Name: Catherine B. Mitchell

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



IN WITNESS WHEREOF, the Declarant, as Declarant under the Original Declaration and as the Owner any Unallocated space and the Owners of Units 709, 907, 1106, 1304, 1504 have executed this Second Amendment with the intended effective date as first above written.

DECLARANT:

COURTSIDE PROPERTIES, LLC,
A North Carolina limited liability company

By: _____
Title:

By: _____
Title:

ASSOCIATION:

COURTSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.,
A North Carolina nonprofit corporation

By: _____
Title:

OWNERS OF UNIT 709 OF THE
CONDOMINIUM



Sukumar Medda



Chitra Medda

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Sharan H. Rankin, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
Chitra Medda, ("Signatory"), personally came before me this day and
acknowledged that she is owner of
Parking Space, a _____, and that he,
as owner, being authorized to do so, executed the foregoing
instrument on behalf of the herself.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

____ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

____ a driver's license or

____ in the form of _____); or

____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 24th day of
August, 2006.

Sharan H Rankin

Notary Public

Print Name: Sharan H Rankin

[Note: Notary Public must sign exactly as on
notary seal]

Notary Public
Mecklenburg County, NC

My Commission Expires: My Commission Expires May 2, 2010

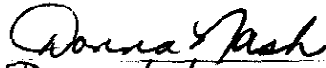
☞ [NOTARY SEAL] (MUST BE FULLY IMPRESSED)

5-2-2010



OWNER OF UNIT 907 OF THE
CONDOMINIUM


Donald Nash 25 AUG 06


Donna Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM

Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM

Ray A. Booton

STATE OF _____
COUNTY OF _____

I, Jody Bress Dobrinsky, a Notary Public of _____
County and State of Virginia, do hereby certify that
Donald Nash ("Signatory"), personally came before me this day and
acknowledged that he is owner of
Cartone Unit 907, a Condominium, and that he,
as owner, being authorized to do so, executed the foregoing
instrument on behalf of ~~the~~ himself.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

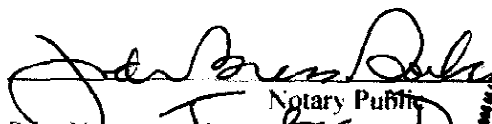
a driver's license or

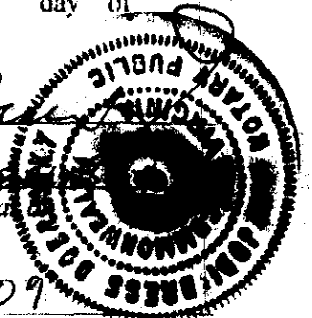
in the form of _____); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25 day of
AUGUST, 2006.


Notary Public
Print Name: JODY BRESS DOBRINSKY
[Note: Notary Public must sign exactly as on
notary seal]
My Commission Expires: 3-31-09

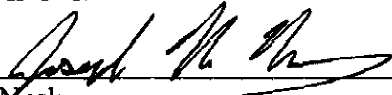


• [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

OWNER OF UNIT 907 OF THE
CONDOMINIUM

Donald Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM



Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM

Ray A. Booton

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, B J RAYFIELD, a Notary Public of MECKLENBURG
County and State of NORTH CAROLINA, do hereby certify that
JOSEPH N. NASH ("Signatory"), personally came before me this day and
acknowledged that he is OWNER of
COURTSIDE UNIT 1106, a CONDOMINIUM, and that he,
as OWNER, being authorized to do so, executed the foregoing
instrument on behalf of the HIMSELF.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

 (I have personal knowledge of the identity of the Signatory); or

✓ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

✓ a driver's license or

 in the form of); or

 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25th day of
AUGUST, 2006.



B J Rayfield
Notary Public
Print Name: B J RAYFIELD
[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 06.23.2007

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

OWNER OF UNIT 907 OF THE
CONDOMINIUM

Donald Nash

OWNER OF UNIT 1106 OF THE
CONDOMINIUM

Joseph N. Nash

OWNERS OF UNIT 1504 OF THE
CONDOMINIUM



Ray A. Booton

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Catherine B. Mitchell, a Notary Public of Mecklenburg
County and State of North Carolina, do hereby certify that
Ray A. Borton ("Signatory"), personally came before me this day and
acknowledged that he is Owner of
Courtside Unit 1504, a Condominium, and that he,
as Owner, being authorized to do so, executed the foregoing
instrument on behalf of the himself.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a
current state or federal identification with the Signatory's photograph
in the form of:

(check one of the following)

☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing
instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 25th day of
August, 2006.

Catherine B. Mitchell

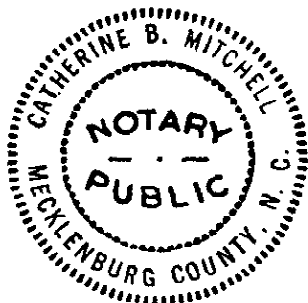
Notary Public

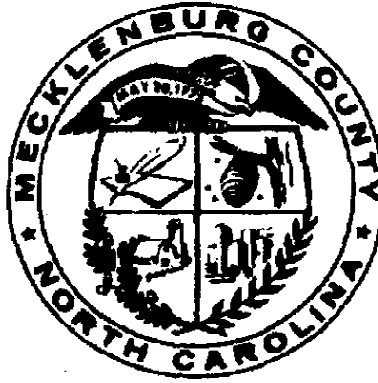
Print Name: Catherine B. Mitchell

[Note: Notary Public must sign exactly as on
notary seal]

My Commission Expires: 12-9-06

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)





JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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