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STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

DECLARATION OF CONDOMINIUM OF
MARKET SQUARE TOWER CONDOMINIUM

THIS DECLARATION, made this 26th day of July, 1990, by MARKET SQUARE LIMITED PARTNERSHIP, a North Carolina limited partnership with its principal place of business being located in Guilford County, North Carolina, hereinafter designated "Developer," pursuant to the North Carolina Condominium Act, Chapter 47C, of the General Statutes of North Carolina:

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain real estate situated in the city of High Point, Guilford County, North Carolina, legally described in Exhibit "A," together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

WHEREAS, Developer desires to submit a portion of said property to the Act;

NOW, THEREFORE, Developer, as the owner of said property, hereby declares as follows:

ARTICLE I

DEFINITIONS

As used herein, the following words and terms shall have the following meanings:

1.1 Act.

North Carolina Condominium Act, Chapter 47C, General Statutes of North Carolina, as the same is in effect at the time of the recordation of this Declaration of Condominium, or, to the extent required by law, as the same may be amended from time to time.

1.2 Association.

Market Square Tower Condominium Association, an unincorporated association organized pursuant to Article III of the Act.

1.3 Board.

The Board of Directors of the Association.

1.4 By-Laws.

The By-Laws of the Association which are hereby incorporated herein and made a part hereof by this reference.

1.5 Common Elements.

All portions of the Condominium except the Units.

1.6 Common Expenses.

Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to ~~reserve~~.

North Carolina - Guilford County

The certificate (s) of
Margaret W. Hanes
Bradley B. Payne

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Lee Payne
Assistant/Deputy Register of Deeds

469295

08/17/90

1 MISC DOCUMENT 469295 5.00

RECORDED

KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

61 MISC DOC ADDN PGS 122.00

1 PROBATE FEE 1.00

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PAGE(S): 1910 TO 1971

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1.7 Condominium.

The condominium created by this Declaration.

1.8 Declarant.

Developer and any person who succeeds to any special Declarant rights pursuant to the Act.

1.9 Declarant Control Period.

XX
The period commencing on the date of the recordation of this Declaration of Condominium and continuing until the earlier of (i) 120 days after conveyance of 75% of the Units to Unit Owners other than a Declarant, or (ii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business.

1.10 First Mortgage and First Mortgagees.

A first mortgage is a mortgage or deed of trust which has been recorded so as to give constructive notice thereof, and which is a first lien on the Unit described therein. A first mortgagee is the holder, from time to time, of a first mortgage as shown by the records in the office of which the first mortgage is recorded. If there be more than one holder of a first mortgage, they shall be considered as, and act as, one first mortgagee for all purposes under this Declaration and the By-Laws.

1.11 Floor Plans.

The floor plans of the Condominium recorded with and by the Act made a part of this Declaration, as the same may hereafter be amended (Exhibit B).

1.12 Limited Common Elements.

Those portions of the Common Elements allocated by operation of North Carolina General Statutes, Section 47C-2-102(2) and (4) of the Act for the exclusive use of at least one but fewer than all of the Units and also any limited common elements specifically allocated to Units on the Floor Plans or specified herein.

1.13 Occupant.

Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests, and invitees of such person or persons, and family members, guests and invitees of such lessees.

1.14 Person.

A natural person, corporation, partnership, trust or other entity, or any combination thereof.

1.15 Property.

The real estate submitted to the Act by this Declaration of Condominium, being all of Levels 12, 14, 15 and 16 of the Market Square Tower Building as more fully described on the Floor Plans (Exhibit B) (there being no floor 13 within the building), and including all rights, privileges, easements and appurtenances belonging to or in any way pertaining to

said real estate, and further including any real estate submitted to the Act by amendment to this Declaration. Units designated "Level 15" are residential units occupying space on both Level 15 and Level 16 ("townhouse" or "multi-level" units), and thus these units are physically located on both Levels 15 and 16.

1.16 Security for an Obligation.

The vendor's interest in a contract or deed, mortgagee's interest in a mortgage, beneficiary's interest in a deed of trust, purchaser's interest under a sheriff's certificate of sale during the period of redemption, or the holder's interest in a lien.

1.17 Security Holder.

Any Person owning a security for an obligation in a Unit.

1.18 Special Declarant Rights.

The rights reserved herein and in the By-Laws for the benefit of the Declarant, as follows:

(a) To complete the improvements indicated on Floor Plans;

(b) To maintain sales offices, management offices, models and signs advertising the Condominium;

(c) To use easements through the Common Elements;

(d) To elect, appoint or remove members of the Board during the Declarant Control Period;

(e) To add real estate and improvements so as to become a part of the Condominium. All additional Units must be located within the Market Square Tower building (the building within which the Condominium is located), but property submitted to the Act may include real estate under and surrounding said building, to be utilized by the Condominium for purposes of parking, utility and other appurtenant functions.

1.19 Unit.

That portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit "C." Each Unit is designated and delineated on the Floor Plans. The term "Unit" shall specifically include any decks or patios appurtenant to any Unit.

1.20 Unit Boundaries.

The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Floor Plans, are the interior undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, and including the decorations on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the decorated surfaces thereof, and also including all spaces, interior partitions and other fixtures

and improvements within such boundaries. Notwithstanding any other provision of this definition, all decks or balconies immediately appurtenant to any Unit and accessible only from a Unit shall be considered a part of that Unit, and the Unit Boundary as to such deck or patio shall consist of the undecorated surface of the ceiling, if any, facing the floor of the Unit, and the top most surface of the unfinished flooring, and shall be bounded by a vertical plane drawn from the exterior perimeter of such balcony or deck, if unenclosed and extended from the ceiling or flooring, whichever extends a greater distance from such exterior building wall, to a hypothetical plane extended from the ceiling or floor, horizontally, until intersectioned with the vertical plane above described.

1.21 Unit Owner.

The Person or Persons, including the Declarant, owning a Unit in fee simple, including contract-for-deed purchasers of a Unit, but excluding contract-for-deed purchasers of a Unit who are Security Holders, and also excluding all other Security Holders.

Any term or phrase defined in Section 47C-1-103 of the Act, or in any other provision of the Act, to the extent not defined herein, shall be incorporated by reference herein as if fully defined in this Article I of the Declaration of Condominium of Market Square Tower Condominium.

ARTICLE II

SUBMISSION OF PROPERTY TO THE ACT

2.1 Submission.

Developer hereby submits the Property to the Act.

2.2 Name.

The Property shall hereafter be known as Market Square Tower Condominium.

2.3 Division of Property Into Separately Owned Units.

Developer, pursuant to the Act, and to establish a plan of Condominium ownership for the Condominium, does hereby divide the Property into 18 Units and does hereby designate all such Units for separate ownership, subject, however, to the provisions of this Declaration and the By-Laws.

2.4 Alterations of Units.

Subject to the provisions of the By-Laws, a Unit may be altered pursuant to the provisions of N.C.G.S. Section 47-C-2-113(a) and (b) of the Act, if approved in accordance with the provisions of the By-Laws.

2.5 Limited Common Elements.

The Limited Common Elements serving or designated to serve each Unit as shown on the Floor Plans or as described in this Declaration are hereby allocated solely and exclusively to each such Unit.

2.6 Unit Allocations.

The Allocated Interest appurtenant to each Unit (including the undivided interests in the Common Elements, the Common Expense liability, and the votes in the Association allocated to each Unit), are as set out on Exhibit C. The method of determining the Allocated Interests is described in Article III hereunder.

2.7 Encumbrances.

The liens, defects, and encumbrances on the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out on Exhibit "D."

ARTICLE III

ALLOCATED INTERESTS

3.1 Undivided Interests In The Common Elements.

The undivided interests in the Common Elements assigned to each Unit, and as set out on Exhibit C attached hereto, have been derived by dividing the approximate square footage of each Unit by the total approximate square footage of all Units within the Condominium. The resultant fraction has been rounded off by conversion to a percentage figure so that the sum total of the undivided interests in the Common Elements equals 100%.

3.2 Allocation Of Common Expenses.

The Common Expenses of the Association shall be allocated among all of the Units. The budget of the Association shall contain various categories of expense, which categories shall include, but need not be limited to, expenses relating to the swimming pool; expenses relating to security; expenses relating to insurance; utility and general maintenance expenses; and expenses relating to elevator maintenance and service to the Property. All Common Expenses shall be allocated based upon the percentage of undivided interests in the Common Elements assigned to each Unit, unless otherwise required by the Act, Section 47C-3-115(c). Property and casualty insurance Common Expense shall be assessed based upon the percentage of undivided interests in the Common Elements, Declarant having determined that such an allocation fairly represents risk assessment.

The Board shall allocate expenses among the Units being benefitted by the expenditure of that portion of the budget for which each assessment is made. By way of example, but not by way of limitation, only those entitled to utilize the swimming pool shall be charged expenses relating to the swimming pool; only those Units receiving utilities through a master meter shall be allocated utility costs based on that meter reading. To the extent that any Common Expense is allocated to a particular Unit or group of Units as allowed by this Declaration, that particular expense shall be paid by the Units benefitted thereby in the same proportion that such Units would be assessed a Common Expense if payable by every Unit Owner.

3.3 Allocation Of Votes.

All Units shall be entitled to vote on Association matters based on the percentage of undivided interest in the

Common Elements allocated to each Unit. That is, each Unit shall have a number of votes equal to the percentage of undivided interest in the Common Elements allocated to such Unit, all as set out on Exhibit C attached hereto as though such number was not a fraction or percentage (i.e., a Unit with an undivided interest of .0127 has 127 votes).

Only Units directly impacted by a particular issue to be voted on by Unit Owners shall vote on such issues. This determination shall be made by the Board and the decision of the Board shall be binding except in the event of a decision made with no reasonable basis. To the extent that the By-Laws designate members of the Board to be selected by Unit Owners owning Units utilized for one of the particular categories of allowed uses, any Unit Owner whose Unit is not limited to nonresidential purposes, and whose Unit has not actually been put into utilization for a particular allowed use, shall only be entitled to vote if such Unit Owner gives in writing to the Board notice of the particular use intended for such vacant Unit.

ARTICLE IV

EASEMENTS

4.1 Encroachments.

In the event that, by reason of the construction, re-construction, rehabilitation, alteration, settling or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of any Unit now or hereafter encroaches upon any part of the Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

4.2 Easements Through Walls.

Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair and replace any chutes, flues, ducts, vents, pipes, wires, conduits, and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.

4.3 Easements to Repair, Maintain, Restore and Reconstruct.

Wherever in, and whenever by, this Declaration, the By-Laws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit or the Common Elements to repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration, or reconstruction are hereby declared and granted.

4.4 Declarant's Easements.

Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations and completing the development and construction of the Condominium, which easements shall exist as long as reasonably necessary for such purposes.

4.5 Easements to Run With the Land.

All easements and rights described in this Declaration are appurtenant easements running with the land or real estate, and except as otherwise expressed shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, the Association, Unit Owners, Occupants, Security Holders, and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Declaration, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE V

RESTRICTIONS, CONDITIONS AND COVENANTS

5.1 Compliance with Declaration, By-Laws and Rules and Regulations.

Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the By-Laws, the rules and regulations promulgated by the Board, or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

5.2 Administration of Condominium.

The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the By-Laws.

5.3 Use Restricted.

Each Unit submitted by this Declaration (but not any amendment hereto) shall be occupied and used by Unit Owners and Occupants for residential purposes only.

5.4 Hazardous Use and Waste.

Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in his Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction), to or in his Unit or the Common Elements.

5.5 Alterations of Common Elements.

No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything

upon, or remove anything from the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board.

5.6 Pets.

No pets shall be allowed in the Condominium, except as provided by rules and regulations adopted from time to time by the Board or Association.

5.7 Rules and Regulations.

In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Association as more fully provided in the By-Laws.

5.8 Restrictions, Conditions and Covenants To Run With The Land.

Declarant and each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land or real estate, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

ARTICLE VI

ASSESSMENTS

6.1 Assessment of Liens.

The Board has the power to levy assessments against the Units for Common Expenses. Such assessment shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the By-Laws. All authority to assess and collect liens granted by the Act is hereby given to the Association.

6.2 Personal Liability of Transferee; Statement; Liability of First Mortgagee.

a. The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the transferee of said Unit unless said delinquent assessments are expressly assumed by the transferee. This provision relieves the transferee of personal obligation only, and in no way relieves the Unit from any applicable lien for nonpayment.

b. Any transferee referred to in (a) above shall be entitled to a statement of unpaid assessments from the Board, pursuant to Section 8.10 of the By-Laws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

c. Where a mortgagee, or other person claiming through such mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure, or by deed in

lieu of foreclosure, obtains title to a Unit, the liability of such mortgagee, or such other person, for assessments shall be only for the assessments, or installments thereof, that would become delinquent if not paid after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

d. Without releasing the transferor from any liability therefor, any unpaid portion of assessments which is not a lien under (b) above, or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust, or by foreclosure thereof, or by deed in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above, and the mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

6.3 Prohibition Of Exemption From Liability For Contribution Toward Common Expenses.

No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

ARTICLE VII

MANAGEMENT, MAINTENANCE, REPAIRS, REPLACEMENTS, ALTERATIONS AND IMPROVEMENTS.

7.1 Common Elements.

a. By the Association. The management, replacement, maintenance, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association, and, subject to the provisions of Section 7.2 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to the Declaration or the By-Laws. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

b. By Unit Owners. Each Unit Owner shall pay all cost to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional acts or the intentional acts of any Occupant of his Unit. Such payment shall be made upon demand by the Association, and shall be, for all purposes of collection, considered an Assessment.

7.2 Expenses Associated With Limited Common Elements Or Benefiting Less Than All Units.

a. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.

b. In addition, the Association shall assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

7.3 Units.

Each Unit Owner shall maintain his Unit at all times in a good and clean condition, and repair and replace at his expense all portions of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs, the responsibility for which is that of the Association; and to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of any Occupant of his Unit. Such payment shall be made upon demand by the Unit Owners of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

7.4 Waiver of Claims.

Except only as provided in Section 7.5(a) and (b), the Association agrees that it shall make no claim against the Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein; provided, that this waiver shall not apply to any such loss or damage due to intentional acts; provided further, this waiver is void if application of the same will result in loss of insurance coverage by the party suffering the damage.

7.5 Right of Entry.

a. By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous condition or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's duties or obligations, or exercising any of the Association's powers under the Act, this Declaration, or the By-Laws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 7.4, the Association shall be responsible for any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

b. By Unit Owners. Each Unit Owner and Occupant shall allow other Unit Owners and Occupants and their representatives to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit or performing the duties and obligations required by the Act, this Declaration or the By-Laws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner or Occupant whose Unit or Limited

Common Element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 7.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit or Limited Common Element unless such damage was caused by actions reasonably necessary to be taken to protect the Unit or the Condominium.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance.

The Association shall maintain casualty insurance upon the Property in the name of and the proceeds thereof shall be payable to, the Association, as Trustee for all Unit Owners and Security Holders as their interest may appear, and the proceeds shall be disbursed pursuant to the Act. Such insurance shall be in an amount equal to not less than the full insurable value of the Property on a replacement cost basis and shall insure against such risks and contain such provisions as the Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to the Act. Such insurance shall include replacement cost of all fixtures and items of personal property included within the Unit at the time of conveyance by Declarant to a third party, including, but not limited to, appliances, floor coverings, wall coverings, window accessories and light fixtures.

Any Insurance purchased by the Association may, notwithstanding the provisions of this Paragraph 8.1, be subject to a deductible so that the total amount of insurance, after application of the deductible, shall be not less than 90% of the replacement cost of the insured Property at the time the Insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. All such deductibles may be considered by the Board a Common Expense. Should for any reason the Insurance required to be carried in accordance with this Article VIII not be reasonably available, which shall include availability at a reasonable cost, as determined by the Board, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners, and upon the making of such decision, the Association shall be relieved of its obligations to carry such Insurance until and only until such time as such Insurance can be reasonably procured.

Due to the nature of the Condominium, which Condominium consists of several levels within a building, portions of which building are not part of the Condominium, it shall expressly be permissible for the Association to join together with the Developer or with the owner of that portion of the property or building within which the Condominium is situated to purchase a single policy of Insurance, insuring such building, including the Condominium, as long as the Association and each holder of a Security Interest is a named insured under such policy. In the event this election is exercised and approved by the Board, the appropriate premium cost of such policy as is allocated to the Condominium shall be a Common Expense of the Association. Prior to approving the purchase

of a single building policy of insurance as allowed by this paragraph, the Board shall procure from the insurance agent or company a written breakdown of premium cost for such insurance, which breakdown shall specifically designate the percentage of the total premium cost attributable to the Condominium. The cost so attributable and designated shall be deemed the appropriate premium cost to be allocated to the Condominium as a Common Expense.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners.

8.2 Public Liability Insurance.

The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants and holders of a vendor's interest in a contract for deed on a Unit, the Association, the Board, the manager, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least \$1,000,000.00 per occurrence for death, bodily injury and property damage. Limits on liability may be altered from time to time by the Board. Said insurance shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership, or maintenance of the Common Elements, including any properties to which the Association or the Unit Owners have a right of utilization, even though not a part of the Condominium; and insure the Association, the Board, the manager, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units.

8.3 Other Insurance.

The Association may procure such other insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners.

8.4 Insurance Trustee.

The Board may engage, and pay as a Common Expense, any appropriate person to act as an Insurance Trustee to receive and disburse insurance proceeds upon such terms as the Board shall determine, consistent with the provisions of the Act and this Declaration.

Should the Board elect, as is allowed under Paragraph 8.1 of this Declaration, to authorize the purchase of a single policy of casualty insurance which policy shall insure against loss to the Condominium, as well as the additional portions of the building within which the Condominium is located, said policy shall be written to require that the proceeds be payable to an insurance trustee.

An Insurance Trustee shall be engaged to receive and disburse all insurance proceeds payable to or on behalf of the Association or Declarant, as to losses payable by virtue of damage or destruction to any portion of the building within

which the Condominium is located, including the Condominium, if a single policy of casualty insurance is written for the entire building, including the Condominium. The Insurance Trustee shall be selected by mutual agreement of the Board and Declarant; if no such agreement can be reached, within fifteen (15) days following the loss event, the Insurance Trustee shall consist of a committee consisting of one insurance trustee selected by the Board, one insurance trustee selected by Declarant, and a third selected by the two trustees above so named. Each Insurance Trustee must be selected from the following categories:

(a) a firm of certified public accountants licensed to practice in North Carolina;

(b) a firm of lawyers licensed to practice law in the State of North Carolina;

(c) an officer or director of an insured bank or savings and loan association doing business in North Carolina; or

(d) an insurance company licensed to do business in the State of North Carolina.

All decisions of the committee of trustees shall be made by majority vote of such committee.

All costs of the Insurance Trustee so selected shall be allocated between Declarant and the Association (as a Common Expense), and the costs shall be allocated based on the percentage of total insurance proceeds payable to the Association compared to the percentage payable to Declarant.

In the event the Condominium Property is damaged or destroyed and is not repaired or replaced, pursuant to Article IX below, the Insurance Trustee shall disburse any insurance proceeds received on account of such damage as follows: first, for repair or replacement of that part of Levels 12-16 of the building necessary to make the building whole without the Condominium; and second, the remainder of the Condominium's proceeds to the Association for distribution to the Unit Owners as required by the Act.

8.5 Individual Policy For Unit Owners.

Each Unit Owner may obtain insurance, at his own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amount such Unit Owner deems necessary to protect his own interest; provided that any such insurance shall contain waivers pursuant to Section 7.4 and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of the insurance purchased by a Unit Owner under this Section, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the amount of such reduction to the Association upon demand, and assigns the proceeds of his insurance, to the extent of such reduction, to the Association.

ARTICLE IX

CASUALTY DAMAGE

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced, and the proceeds of insurance shall be used and applied in accordance with the provisions of N.C.G.S. Section 47C-3-113, except that, except as required by law or by specific provision of this Declaration, the Condominium shall be repaired or replaced unless 100% of the Unit Owners of the Condominium elect not to rebuild or replace the damaged or destroyed portion of the Condominium.

Declarant specifically represents and agrees that it is the owner of fee simple marketable title to the property described on Exhibit A attached hereto, including all buildings and improvements now constructed or located thereon, including, but not limited to, the building within which the Property is located. Declarant hereby covenants and agrees for the benefit of itself and all owners of any Unit in the Condominium that it will maintain at all times a policy of all-risk hazard or casualty insurance insuring Declarant against such risks as might imperil said building, on a 100% replacement cost basis. Should such insurance be placed independently of the casualty insurance on the Condominium as is required by Article VIII, proof of such insurance shall be currently maintained with the Board of the Association at all times, and such insurance policy shall contain a provision that such policy shall not be terminated without a minimum of thirty (30) days prior notice to the Association. The proceeds of such insurance shall be paid to an insurance trustee designated in accordance with Paragraph 8.4 of this Declaration, for the benefit of Declarant, and to protect the interest of the Association and the reconstruction of the damaged facilities.

Declarant covenants and agrees for itself and all owners of Units within the Condominium that, upon damage or destruction to the building (or any portion thereof) within which is located the Condominium that Declarant shall cause, as soon as is practicable, such damage to be repaired, restored or replaced, as is appropriate, so as to allow and provide the structural integrity necessary for reconstruction or normal utilization of the Condominium, and to provide for all of the easement rights granted to the Unit Owners or Association in this Declaration. The Insurance Trustee shall disburse no funds for or on behalf of Declarant upon receipt of the proceeds of any casualty insurance if such disbursement would impair the ability of Declarant to cause reconstruction, repair or replacement to be performed in accordance with this provision.

Should Declarant fail or refuse to cause adequate reconstruction after receiving written demand to do so given by the Board of the Association, the Board of the Association may (but shall not be obligated to) cause such reconstruction to be performed, to the extent that such reconstruction is required to fulfill the support obligations imposed upon Declarant by this Declaration, and further as required to allow proper and appropriate utility service to be provided to the Condominium through and by utilizing utility easements granted by this Declaration. Such work may be performed by the Association, and all expenses incurred in performing such

work, including reasonable and necessary administrative, architectural, engineering and legal costs shall be an expense of Declarant, and shall be charged to and may be collected from Declarant by action at law or in equity. All legal costs, including reasonable attorney's fees, incurred by the Association in collecting its reimbursement as allowed by this provision may be collected from Declarant as a cost of performing such work. The Board shall have the right to collect all insurance proceeds, paid or held by the Insurance Trustee on account of damage to the building, to be used for the purposes set forth in this paragraph.

ARTICLE X

CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the provisions of N.C.G.S. Section 47C-1-107 shall be applicable.

ARTICLE XI

TERMINATION

The Condominium may be terminated only in strict compliance with N.C.G.S. Section 47C-2-118.

ARTICLE XII

AMENDMENT

This Declaration may be amended only in strict compliance with the Act, including, without limitation, N.C.G.S. Section 47C-2-117. Any amendment not otherwise restricted by the Act may be adopted upon vote of 67% of the total number of the votes entitled to be cast in any election of Directors of the Association.

ARTICLE XIII

RIGHTS OF FIRST MORTGAGEE; V.A., FNMA, AND FHLMC PROVISIONS

The following provisions shall take precedence over all other provisions of this Declaration and the By-Laws:

13.1 Availability of Condominium Documents, Books, Records, and Financial Statements.

The Association shall, upon request and during normal business hours, make available for inspection by Unit Owners and the First Mortgagees and the insurers and guarantors of a First Mortgage on any Unit, current copies of the Declaration, the By-Laws, other rules and regulations governing the Condominium and the books, records, and financial statements of the Association. The Association shall provide an audited financial statement for the preceding fiscal year if requested in writing by a First Mortgagee or insurer or guarantor of a First Mortgage. The Association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of Units, current copies of the Declaration, By-Laws, other rules and regulations governing the Condominium, and the most recent annual audited financial statement (if one is prepared).

13.2 Successor's Personal Obligation For Delinquent Assessments.

The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the successors in title or interest to said Unit unless said delinquent assessments are expressly assumed by them.

13.3 Rights of Action.

The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners and any aggrieved Unit Owners shall have a right of action against the Association for failure to comply with the provisions of this Declaration, the By-Laws and the rules, regulations, and decisions of the Association made pursuant to authority granted to the Association in this Declaration and the By-Laws.

13.4 Management and Other Agreements.

Any management agreement between the Declarant or the Association and a professional manager, or any other agreement providing for services of the Developer, sponsor, builder or Declarant, shall be terminable by either party thereto without cause and without payment of a termination fee upon not more than thirty (30) days prior written notice and shall not exceed a term of three (3) years, subject to renewal by the consent of both parties.

13.5 Consent of First Mortgagees.

This Section 13.5 shall be effective only if, at the time this Section would apply, at least one Unit is subject to financing. Any decision to terminate the Condominium for reasons other than substantial destruction or condemnation of the Property shall require the prior written consent of eligible mortgage holders, in accordance with Section 13.7 hereof, representing 100% of the votes allocated to Units subject to First Mortgages held by eligible mortgage holders. Any amendment to the Declaration or By-Laws which changes any of the following shall require the prior written consent of all Unit Owners and of all eligible mortgage holders:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair, and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Re-allocation of interests in the Common Elements or Limited Common Elements or rights to their use;
- (f) Boundaries of any Unit;
- (g) Convertability of Units into Common Elements or Common Elements into Units;
- (h) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except that the exercise of any right of Declarant to expand or alter the Condominium that is included

in this Declaration of Condominium will not be subject to a right of approval as granted herein;

- (i) Insurance or fidelity bonds;
- (j) Leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell, transfer or otherwise convey his Unit;
- (l) A decision by the Association to establish self-management when professional management had been required previously by any eligible mortgage holder;
- (m) Restoration or repair of the Condominium (after damage or destruction or partial condemnation) in a manner other than that specified in this Declaration or the By-Laws;
- (n) Any action to terminate the legal status of the Condominium after substantial damage or destruction or condemnation; or
- (o) Any provisions that expressly benefit First Mortgagees or insurers or guarantors of First Mortgages.

13.6 Consent of First Mortgagees or Unit Owners.

This Section 13.6 shall be effective only if, at the time this Section would apply, at least one Unit is subject to financing. Except with the unanimous consent of all First Mortgagees, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium;
- (b) Change the pro rata interest or obligations of any Unit for the purpose of:
 - (i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) Determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) Partition or subdivide any Unit (except this provision shall not restrict an individual owner from doing the same in accordance with a provision of this Declaration or the By-Laws);
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any part of the Condominium (whether to Units or to Common Elements) for other than repair, replacement or reconstruction thereof.

13.7 Notice.

Each First Mortgagee and each insurer or guarantor of a First Mortgage, upon written request stating its mortgage

held, insured or guaranteed, shall be entitled to timely written notification by the Association of (i) any proposed action which requires consent of a specified percentage of First Mortgages; (ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its First Mortgage; (iii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the First Mortgagee held its First Mortgage or in the performance of any obligation under this Declaration or the By-Laws by said Unit Owner; or (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Each First Mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of eligible mortgage holders shall be considered an "eligible mortgage holder." With respect only to non-material amendments (which excludes items (a) to (c) of Section 13.5), such as for the correction of technical errors or for clarification, any First Mortgagee who receives a written request by the Association, or any Unit Owner, to approve an addition or amendment to the Declaration or By-Laws who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

13.8 Assessments.

Assessments shall be due and payable in monthly installments. As provided in Article VIII of the By-Laws, and as legally required by N.C.G.S. Section 47C-3-115 of the Act, Declarant shall pay all accrued expenses of the Condominium until assessments are levied against the Units. An assessment shall be deemed levied against the Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of that Unit. Unit Owners shall have no obligation to pay monthly assessments until an assessment is levied. Assessments will begin at such time as the Board elects. Prior to the levy of an assessment, Declarant shall pay all Common Expenses. Declarant agrees to utilize best efforts to cause assessments to be levied promptly upon closing of the sale of the first Unit.

13.9 Rights of First Mortgagee; Insurance Proceeds or Condemnation Awards.

With respect to First Mortgages held by or for the benefit of any person, no provision of this Declaration or the By-Laws shall be deemed to give a Unit Owner, or any other party, priority over any rights of a First Mortgagee pursuant to its First Mortgage on said Unit Owner's Unit, in the case of a distribution to said Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Conflict With The Act; Severability.

Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provision of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision,

paragraph or clause of this Declaration, or of any part of the same or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration or the application of any such covenants, restriction, condition, limitation, provision, paragraph or clause to any other Person or circumstances.

14.2 Interpretation of Declaration.

Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

14.3 Captions.

The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

14.4 Exhibits.

Exhibits "A," "B," "C," "D," "E" and "F" attached hereto are made a part hereof.

14.5 Number Of Units.

The maximum number of condominium units which may be submitted to this Declaration are one hundred six (106), which units may be further subdivided as allowed by this Declaration.

14.6 Unit Description.

The eighteen (18) Units submitted in this Declaration to the Act are designated by entry level as follows: Level 12, Units A, B, C, D, E, F, G and H; Level 14, Units A, B, C, D, E, F and G; Level 15, Units A, B and C, and are located as shown on the Floor Plans. The particular boundaries of the Units are as shown on the Floor Plans. Said Floor Plans are recorded in Condominium Book 4, Pages 78 to 92, Guilford County Registry.

14.7 Limited Common Areas.

There are no Limited Common Areas within the Condominium at the time of the recordation of this Declaration except as established by the Act, Section 47C-2-102. No portion of the Common Elements shall be made a Limited Common Element except by unanimous consent of all of the Unit Owners. Notwithstanding this restriction, should any of the Option Property become a part of this Condominium, without being limited to residential use only, then the swimming pool area, and all appurtenances thereto, including all areas not a part of any Unit and reasonably utilized in any access, egress or utilization of said pool, as well as all common hallways and entryways within the Condominium prior to amendment of the Declaration shall become Limited Common Areas for the sole use and benefit of the eighteen (18) Units created by the recordation of this Declaration and any other Units within the Option Property limited solely to residential use.

14.8 Development Rights.

The Declarant reserves the following Special Declarant Rights:

(a) To complete any improvements shown on Exhibit "B", to the extent that the same are not complete upon recordation of the Declaration;

(b) To maintain sales offices, management offices, signs advertising the Condominium and models within any Unit or within any Common Element;

(c) To utilize the easement through the Common Elements for the purpose of constructing or improving any portion of the Property or the Option Property;

(d) To remove any member of the Board appointed by Declarant or to otherwise select members of the Board during the Declarant Control Period, as set out in the By-Laws.

14.9 Shared Facilities.

(a) Parking. A parking plan for the Condominium (the "Parking Plan") has been prepared by P.E.A. of North Carolina, which Parking Plan is attached hereto as Exhibit "F." The parking places, and ingress and egress thereto, are located on property owned by Declarant. Parking privileges shall be as follows:

(i) Specific Assigned Interior Parking. The Parking Plan designates twelve (12) parking spaces within the building. The right of access to and a permanent easement for the use of each of said parking spaces shall be conveyed by Declarant as easements appurtenant to the conveyance of certain Units within the Condominium, which conveyance shall specifically reference the Parking Plan.

(ii) Specific Assigned Exterior Parking. The Parking Plan designates seventeen (17) parking places outside the building, along Lindsay Street. The right of access to and a permanent easement for the use of each of said parking spaces shall be conveyed by Declarant as easements appurtenant to the conveyance of certain Units within the Condominium, which conveyance shall specifically reference the Parking Plan.

(iii) Additional Specific Assigned Exterior Parking. Declarant may, at the sole discretion of Declarant, designate additional parking spaces shown on the Parking Plan for the exclusive or nonexclusive use of Unit Owners within the Condominium, either as appurtenant to a designated Unit, or as a personal right to a Unit Owner. Declarant shall have no obligation to assign or make available any of such designated parking places for the benefit of any Unit Owner or the Association.

(iv) Maintenance and Upkeep. Maintenance, repair and upkeep of the Specific Assigned Interior Parking areas and the Specific Assigned Exterior Parking areas shall be performed by the Association, and shall be a Common Expense. Maintenance, repair and upkeep of the remaining parking spaces and all routes of ingress and egress to the parking areas shall be the responsibility of Declarant, and shall be performed at the expense of Declarant.

(b) Maintenance. Declarant further warrants and represents that it will cause to be maintained in a clean and slightly condition all parking areas and common areas within the entrance levels of Market Square Tower, and that it will

cause the elevators (and any stairwells required by applicable building and fire codes), and the roof of the building, to be serviced and maintained in a good and operable condition at all times. Any cost of maintenance of such elevators or the roof of the building and any cost of maintenance of entry level common areas may be charged to the Association in a percentage equal to the following fraction: (total leasable space within the Condominium) divided by (total leasable space within the building as a whole). Expenses of maintenance of parking areas reserved exclusively for use of the Association or its members shall be borne by the Association as a Common Expense. The Association shall pay to Declarant or its assign the sum of One Dollar (\$1.00) per month per unit as the Association's share of maintenance expenses for parking areas leased to the Association on a nonexclusive basis. Reasonable verification of any such expenses shall be provided by Declarant to the Association upon request of the Association. All such charges assessed against the Association may be charged as a Common Expense by the Association. To the extent that any portion of the Option Property is added to the Condominium, the percentage of such expenses paid to the Association by such property shall likewise be computed based upon the procedure set out within this paragraph.

(c) Support. Declarant represents and warrants that it will cause to be maintained, at its own expense and without expense to the Association, all structural components of the Market Square Tower Building on levels other than those submitted to the Act necessary to maintain in safe condition the Condominium, and further agrees to maintain at its own expense any chutes, ducts, wiring or other portions of the building, or improvements located therein, which are reasonably necessary in order for the Condominium to be maintained in a good and safe condition, with full and adequate utility services thereto, and with full and adequate access to and from. This provision shall be binding on the successors and assigns of the Declarant, including any entity procuring title to the property described on Exhibit A, and shall remain in full force until termination of the Condominium.

(d) Easements. Declarant does hereby establish and create for the benefit of Declarant and all Unit Owners and their tenants, their successors and assigns, nonexclusive easements in and to all structural members, footings, caissons, foundations, columns and beams, and other supporting components located within or constituting a part of any portion of the building within which the Condominium is located (including any replacements of any portion thereof), for the physical support of the Condominium Property and any facilities located therein.

(e) Utilities. Declarant does hereby establish and create for the benefit of Declarant and all Unit Owners and tenants within the Condominium, their successors and assigns, nonexclusive easements over and across all utility lines, meters, pipes, conduits, closets, shafts, chutes, ducts and all similar items and equipment used within or for the benefit of or in connection with the Condominium, no matter where located, including locations within any portion of the building within which the Condominium is located, or anywhere on the property described on Exhibit A, for utility services. This grant of easement shall include, without limitation,

water, sewer, sprinkler systems, electric, gas, telephone, cable television, garbage disposal, air conditioning and heating, and shall include, without limitation, the right to connect with, maintain, repair and replace utility lines, ducts, chutes and equipment. Owners, tenants and all other persons shall do nothing which interferes with or impairs utility services using such easements.

(f) Building Protection. No Person utilizing any portion of the Condominium, or any portion of the building within which the Condominium is located shall take any action which would result in any structural overload or lateral or seismic stress on any portion of the Condominium, or the building within which the Condominium is located, including, but not limited to, any structural member, floor, wall, partition or ceiling.

(g) Ingress and Egress. Declarant hereby creates and establishes, for the benefit of itself and all Unit Owners within the Condominium and for the benefit of the Association and all Persons having access to any portion of the Condominium by virtue of permission given by any Unit Owner or the Association, a nonexclusive easement for ingress and egress by people, materials and equipment over, on, across and through any portion of the property described on Exhibit A attached hereto (including the elevators in the building), to the extent that such property is available for utilization reasonably by any Person for purposes of ingress and egress to the Condominium, and for parking. Said nonexclusive easement shall include all portions of the building within which the Condominium is located to the extent reasonably necessary to permit the maintenance, repair, replacement, restoration and reconstruction of any portion of the Condominium or to permit ingress and egress to the Condominium during any emergency.

(h) Upkeep. For the benefit of maintaining the value of the Condominium, Declarant shall, at its sole cost and expense, keep all portions of the property described on Exhibit A attached hereto, including all portions of the building within which the Condominium is located, with the exception of the Property, in good order and safe condition, and make all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, necessary to keep same in good order and safe condition, howsoever a necessity or desirability thereof may occur, and whether or not necessitated by wear, tear, obsolescence or defects, blatant or otherwise, and Declarant further agrees that it shall not suffer or commit, and shall use all reasonable caution to prevent, waste to the same. The Association shall, at its sole cost and expense (subject to any conflicting provision of this Declaration), keep its Common Elements in good order and safe condition, and shall make or cause to be made all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, necessary to keep same in good order and safe condition, howsoever the necessity or desirability thereof may occur, and whether or not necessitated by wear, tear, obsolescence or defects, blatant or otherwise, and the Association shall further be required not to suffer or commit, and to use all reasonable precaution to prevent, waste to such Common Elements.

(i) Should Declarant fail or refuse to perform any obligation required of it in accordance with any provision of Article XIV, including, but not limited to the obligation to provide maintenance and support and upkeep to the Condominium,

the Unit Owners and the Association, after written demand to do so is given by the Board of the Association to Declarant, the Board of the Association may (but shall not be obligated to) perform for its own benefit and the benefit of the Unit Owners any work, or fulfill any obligation, required of Declarant in order to fulfill such obligations of Declarant. Any such work, or any required action, may be performed by the Association, with all expenses incurred, including reasonable and necessary administrative, architectural, engineering and legal costs being an expense of Declarant, and such expenses shall be charged to and may be collected from Declarant by action at law or in equity. All legal costs, including reasonable attorney's fees, incurred by the Association in collecting its reimbursement as allowed by this provision may be collected from Declarant as a cost of performing such work.

14.10 Leasable Space.

As used within this Declaration, square footage assigned to each Unit is designated "Leasable Space", and all formulas utilizing a percentage of square footage within a Unit compared to a percentage of the entire Condominium shall be based upon a ratio of such leasable space to the total leasable space within the Condominium. On Exhibit E attached hereto is an analysis of the leasable space of each of the residential Units designated alphabetically by floor, and the percentage of leasable space within the Market Square Tower Building if Declarant exercises its right to include all of the first eleven (11) levels of the Market Square Tower building as a part of the Condominium. Specifically, but not by way of limitation, the allocations made in accordance with the provisions of Article III, Paragraph 3.1 are made utilizing the leasable square footage figures set out on Exhibit E. Should any portion of the Option Property be submitted to the Condominium, the leasable square footage set out on Exhibit E and assigned to each level shall constitute the maximum amount of leasable square footage that may be assigned Units on such level for all purposes of determining allocated interests as required by Article III of this Declaration and the Act.

ARTICLE XV

ADDITIONAL REAL ESTATE

15.1 Declarant's Right to Add Additional Real Estate.

Declarant expressly reserves the right to add any portion of the property described on Exhibit A, including any portion of the Market Square Tower building within which the Property is located, to the Condominium (such real estate, including the Market Square Tower building, hereinafter referred to as the "Option Property"), and as limited by Paragraph 1.18(e) of this Declaration. All or any part of the Option Property may be added to the Condominium at different times, and no assurances are made in regard to the order in which portions may be added. Declarant shall have no duty or obligation of any kind to add any or all of the Option Property to the Condominium. The method of adding the Option Property to the condominium shall be pursuant to the Act. Declarant's right to add to the Condominium all or any part of the Option Property must be exercised within twenty (20) years following the recordation of this Declaration.

PROVIDED, HOWEVER, so long as the lien of NCNB National Bank of North Carolina described in Article XVI of this Declaration remains in effect with respect to any portion of the property described on EXHIBIT A, no addition of Option Property to the Condominium shall be made without the express consent of NCNB National Bank of North Carolina, which consent shall not be unreasonably withheld or delayed.

15.2 Maximum Number of Additional Units.

The maximum number of additional Units within the Option Property that may be created is eighty-eight (88), with no more than eight (8) on any level, Levels 1 through 11. Declarant may submit all of a level as a single Unit or may submit a level into Units not to exceed in total number eight (8); the owner of any such Units may, with the permission of the Board, further subdivide any Unit purchased, unless restricted by deed of conveyance, but in no event shall the total number of Units on any level exceed eight (8).

15.3 Use.

The Option Property may be used for residential purposes, office purposes, restaurant purposes, retail purposes or furniture exhibition purposes. The amendment to this Declaration creating a condominium within the Option Property shall designate the purpose for which such Unit is restricted, or, if such Unit is not restricted to a single purpose, shall designate the permissible purposes.

15.4 Applicability of Restrictions.

All restrictions in this Declaration and the By-Laws affecting Units will apply to any and all Units that may be created within the Option Property except to the extent that the designated permitted uses of such Option Property are clearly in conflict with the provision of this Declaration.

15.5 Unit Allocations.

The allocated interest in the Condominium of any Option Property shall be computed in accordance with the provisions of Article III hereinbefore, and shall be specifically designated on the amendment to this Declaration when all or any portion of the Option Property is submitted to the Act. Should any Unit on any level on the Option Property be subdivided, the specific allocated interest assigned to each subdivided Unit shall be specified in the document subjecting the Option Property to the Act.

ARTICLE XVI

JOINDER

NCNB National Bank of North Carolina executes this Declaration of Condominium for the sole purpose of subordinating its lien recorded in Book 3767, Page 989, 1037, Guilford County Registry (including the lien imposed by any Uniform Commercial Code Financing Statement or other security interest), to the provisions of this Declaration of Condominium, and by execution of this Declaration of Condominium, NCNB National Bank of North Carolina does hereby expressly subordinate all of its right, title and interest in the deed of trust and other security instruments above referenced to the provisions of this Declaration of Condominium, including specifically, but not by way of limitation, the obligation of any owner of the property described on Exhibit A, including NCNB National Bank of North Carolina, upon acquisition of title by foreclosure or deed in lieu of foreclosure, and including any assignee or other holder of any rights held by NCNB National Bank of North Carolina under said deed of trust or other security agreement, to comply with all requirements contained in Article XIV. Except for the subordination and recognition of rights granted by

this Article XVI, the lien priority, and all the provisions and terms of the NCNB National Bank of North Carolina Deed of Trust (with other security agreements) shall remain in full force and effect as though this Declaration of Condominium were not executed and recorded.

PROVIDED, HOWEVER, the lien of the Association for assessments established in Article VI of this Declaration shall remain subordinate to the lien of NCNB National Bank of North Carolina hereinabove described.

ARTICLE XVII

INCORPORATION

The Association may elect, upon vote of its Board, to incorporate, and if such Association is incorporated, the corporation shall be deemed the Association for purposes of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

MARKET SQUARE LIMITED PARTNERSHIP

BY: Jacob H. Froelich, Jr. (SEAL)
JACOB H. FROELICH, JR.
General Partner

NCNB NATIONAL BANK OF
NORTH CAROLINA

BY: Ulysses R. Summers (SEAL)
Vice-President

ATTEST:
Robert J. Schwitzer, Jr.
Assistant Secretary
(Corporate Seal)

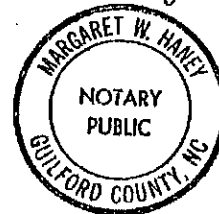
STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Margaret W. Haney, a Notary Public, do hereby certify that JACOB H. FROELICH, JR., General Partner of Market Square Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Condominium on behalf of said partnership.

WITNESS my hand and notarial seal this the 26th day of July, 1990.

Margaret W. Haney
Notary Public

My Commission Expires: 4-4-94



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Brenda B. Brown, a Notary Public in and for the above named State and County, do hereby certify that personally appeared before me this day Virginia E. Summrell, who being by me duly sworn, says that he is the (Vice) President of NCNB NATIONAL BANK OF NORTH CAROLINA and that he knows that Robert J. Schweitzer Jr. is the (Assistant) Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as (Vice) President and was attested by its (Assistant) Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 9 day of August, 1990.

Brenda B. Brown
Notary Public

My Commission Expires: 7-15-92

MarkDec
Froelich
#1

EXHIBIT A
MARKET SQUARE LIMITED PARTNERSHIP
(CONDOMINIUM DOCUMENTS)
LOT 1-B
(THE "TOWER PROPERTY")
(ALSO REFERRED TO AS THE "LAND")

All that tract, piece or parcel of land located in the City of High Point, Guilford County, North Carolina, and more particularly described as follows:

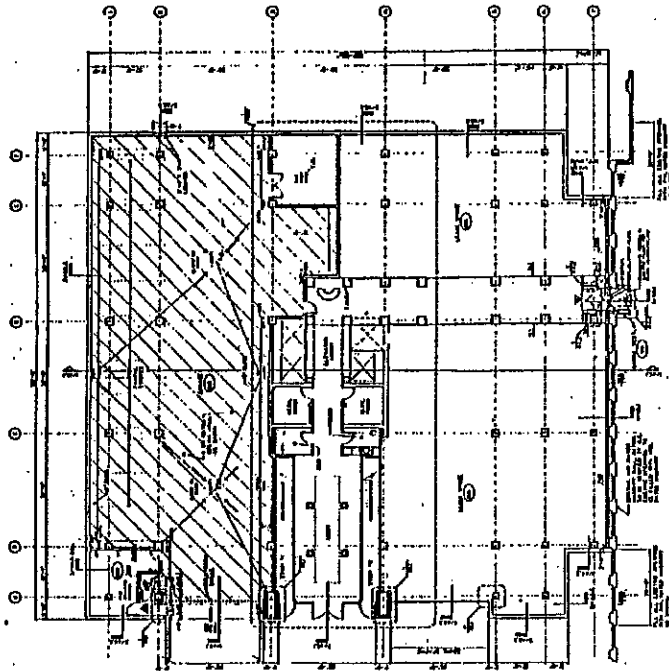
BEGINNING at an iron pipe in the new eastern right of way line of South Lindsay Street, said iron pipe also being located South 33 degrees 30 minutes East 95.41 feet from the new southeast intersection of the right of way margins of South Lindsay Street and West High Street, and running; thence, North 55 degrees 58 minutes 39 seconds East 144.85 feet to a point on the face of the western wall of the existing five story brick building; thence, along the face of the western wall of said existing five story brick building the following three courses: South 34 degrees 01 minute 21 seconds East 41.21 feet to a point; South 55 degrees 58 minutes 39 seconds West 5.50 feet to a point; South 34 degrees 01 minute 21 seconds East 168.78 feet to a point; thence, South 55 degrees 58 minutes 39 seconds West 141.27 feet to an iron pipe in the new eastern right of way line of South Lindsay Street; thence, along the new eastern right of way line of South Lindsay Street, which is located 34 feet east of and parallel to the existing centerline of South Lindsay Street North 33 degrees 30 minutes West 210.00 feet to the point of beginning, containing 29,689 square feet or 0.682 acres.

Desc
Froelich
#1

EXHIBIT B
FLOOR PLANS

Floor Plans Attached for Floors 12-14-15-16, and recorded in
Condominium Book 4, at Page 78 to 92, in the Guilford
County Public Registry.

Plans
Freelich
#1



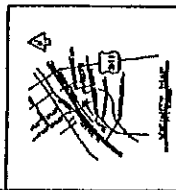
LEVEL ONE

FINAL PLAN
**MARKET SQUARE TOWER
 CONDOMINIUMS**

High Point Township, Guilford County
 High Point, North Carolina
 MAY 29, 1980

SCALE: 1/8" = 1'-0"
 CALLIGRAPH SUPPLY CO.
 216 SOUTH CALDWELL STREET
 HIGH POINT, N.C. 27030

NOTES:
 1. REFER TO ARCHITECTURAL DRAWINGS
 FOR ALL OTHER NOTES AND SPECIFICATIONS



Architect's name and contact information, including address and phone number.

Project name and address: MARKET SQUARE TOWER CONDOMINIUMS, High Point, North Carolina.

Professional seal and signature of the architect, including the name and title.

Additional notes or specifications related to the drawing.

Sheet number and title: SHEET 1 OF 3

NOTICE TO CONTRACTORS
The enclosed drawings are to be used for the construction of the project described herein. It is the responsibility of the contractor to verify the accuracy of the drawings and to obtain all necessary permits and approvals from the appropriate authorities before commencing work. No part of these drawings shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect.

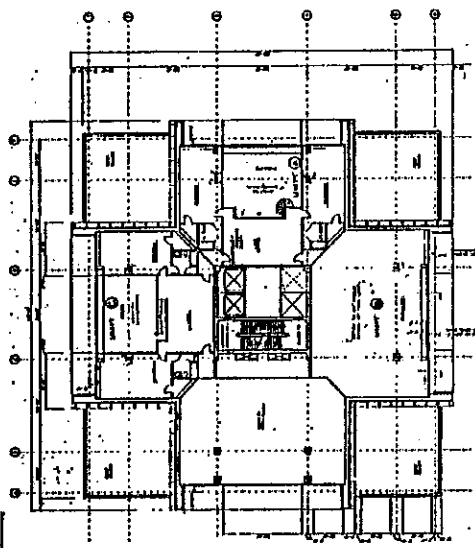


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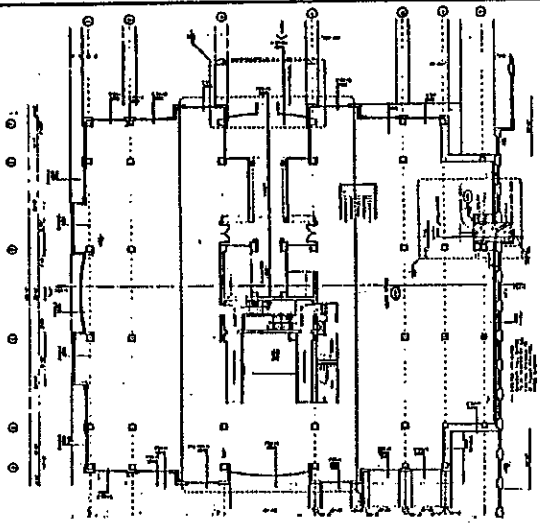
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LOFT LEVEL



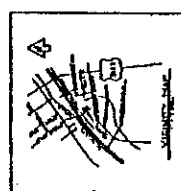
LEVEL TWO

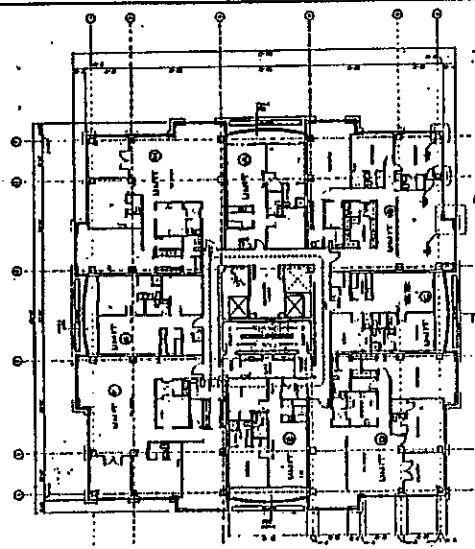
MARKET SQUARE TOWER CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILDFORD COUNTY
HIGH POINT, NORTH CAROLINA
APRIL 17, 1980

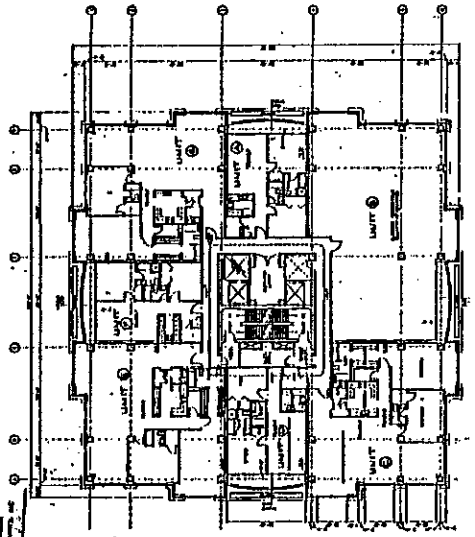
SCALE: 1/8" = 1'-0"
CALLIGRAPH, SUMMITVILLE, N.C.
BY: GEORGE CARROLL, ARCHITECT, CHALLENGER, N.C.

NOTICE TO CONTRACTORS
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LEVEL TWELVE



LEVEL FOURTEEN

NOTE: SEE THIRTEENTH FLOOR

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
 HIGH POINT, NORTH CAROLINA
 APRIL 17, 1980 SCALE: 1/8" = 1'-0"

CALLIGITY ARCHITECTS
 810 SOUTH CAROLINA STREET, GREENSBORO, NC 27401-1000

CONDOMINIUM ACT OF 1973
 SECTION 3-201
 (a) The owner of a unit in a condominium project shall have the right to use and enjoy the common areas and facilities of the project in accordance with the provisions of the declaration and the rules and regulations of the project.

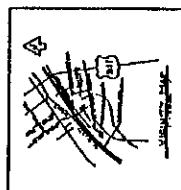


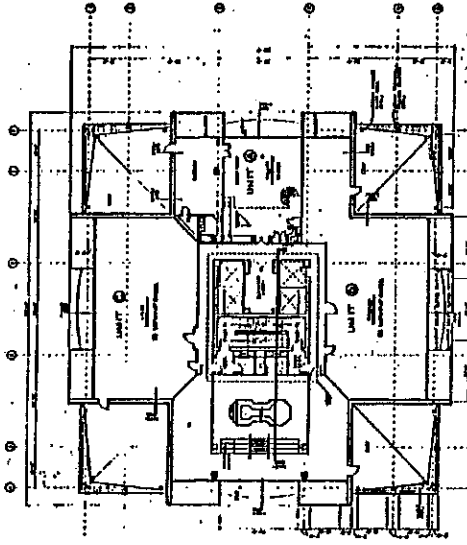
CONDOMINIUM ACT OF 1973
 SECTION 3-201
 (b) The owner of a unit in a condominium project shall have the right to use and enjoy the common areas and facilities of the project in accordance with the provisions of the declaration and the rules and regulations of the project.

CONDOMINIUM ACT OF 1973
 SECTION 3-201
 (c) The owner of a unit in a condominium project shall have the right to use and enjoy the common areas and facilities of the project in accordance with the provisions of the declaration and the rules and regulations of the project.

CONDOMINIUM ACT OF 1973
 SECTION 3-201
 (d) The owner of a unit in a condominium project shall have the right to use and enjoy the common areas and facilities of the project in accordance with the provisions of the declaration and the rules and regulations of the project.

CONDOMINIUM ACT OF 1973
 SECTION 3-201
 (e) The owner of a unit in a condominium project shall have the right to use and enjoy the common areas and facilities of the project in accordance with the provisions of the declaration and the rules and regulations of the project.





LEVEL FIFTEEN

FINAL PLAN
**MARKET SQUARE TOWER
 CONDOMINIUMS**

HIGH POINT TOWNSHIP, GUILFORD COUNTY
 HIGH POINT, NORTH CAROLINA
 APRIL 9, 1988
 SCALE: 1/8" = 1'-0"

CALLIGITY ARCHITECTS
 200 SOUTH COLLETT STREET, GREENSBORO
 NC 27401-1012

2025.3.2.3

NOTICE: This plan was prepared by the architect in accordance with the provisions of the North Carolina Building Code, which requires that the architect be a duly licensed professional architect in the State of North Carolina. The architect is not responsible for the accuracy of the information furnished by the owner or other persons, nor for the accuracy of the information furnished by the engineer or other persons, nor for the accuracy of the information furnished by the contractor or other persons.



NOTICE: This plan was prepared by the architect in accordance with the provisions of the North Carolina Building Code, which requires that the architect be a duly licensed professional architect in the State of North Carolina. The architect is not responsible for the accuracy of the information furnished by the owner or other persons, nor for the accuracy of the information furnished by the engineer or other persons, nor for the accuracy of the information furnished by the contractor or other persons.

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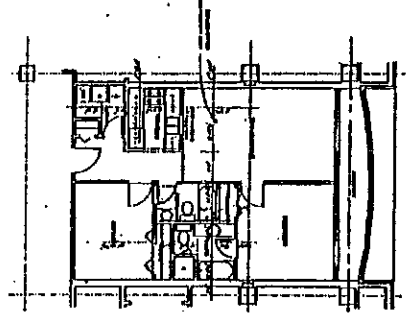
NOTICE: This plan was prepared by the architect in accordance with the provisions of the North Carolina Building Code, which requires that the architect be a duly licensed professional architect in the State of North Carolina. The architect is not responsible for the accuracy of the information furnished by the owner or other persons, nor for the accuracy of the information furnished by the engineer or other persons, nor for the accuracy of the information furnished by the contractor or other persons.

NOT TO SCALE
ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE NATIONAL ELECTRICAL CODE
ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT
ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT
THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED
THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT

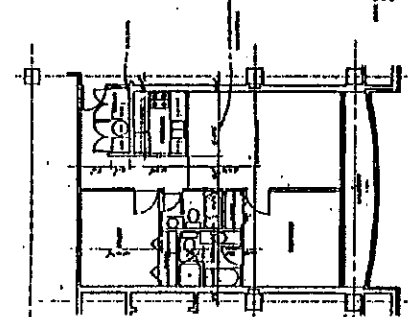


NOT TO SCALE
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TYPICAL
CONDOMINIUM A12.7



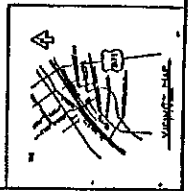
TYPICAL
CONDOMINIUM A12.6

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA
MAY 20, 1998

SCALE: 1/8" = 1'-0"
BY: SOUTH CAROLINA ARCHITECTS
300 SOUTH CAROLINA STREET, GREENSBORO, NC 27401-2000

NOT TO SCALE
ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE NATIONAL ELECTRICAL CODE
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NOTICE TO CONTRACTORS
The undersigned hereby certifies that the above described plat is a true and correct copy of the original as shown to him by the architect and that he has no objection to its being recorded.



Surveyor
No. 12345
State of North Carolina

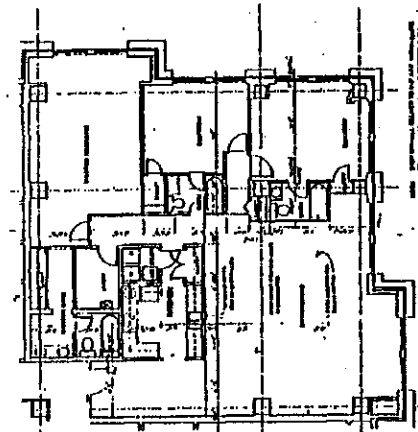
Architect
No. 67890
State of North Carolina

CONTRACTOR
No. 11111
State of North Carolina

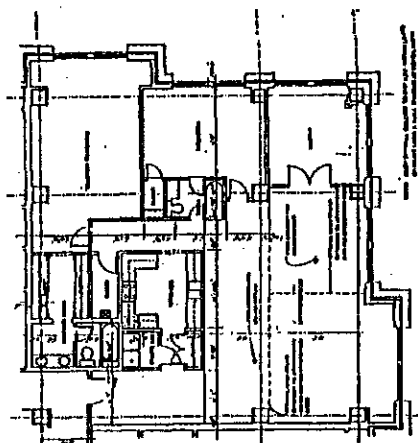
PLAT NO. 12345
RECORDED
DATE

PLAT NO. 12345
RECORDED
DATE

PLAT NO. 12345
RECORDED
DATE



JOHN'S FABRICS CONDOMINIUM



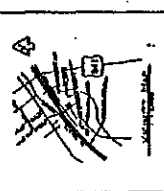
CONDOMINIUM A12.8

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA
MAY 29, 1982

SCALE: 1"=10'
CALCULATED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]

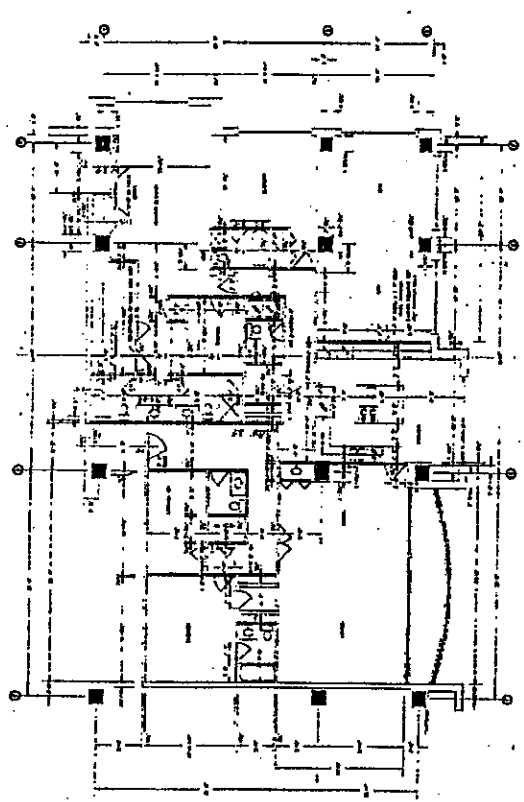
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The undersigned hereby certifies that the above described plat is a true and correct copy of the original as shown to him by the architect and that he has no objection to its being recorded.



Surveyor
No. 12345
State of North Carolina



Surveyor's name and contact information, including address and phone number.



ALDRIDGE CONDOMINIUM

Legal description of the property, including lot numbers, block names, and references to other documents.

Additional legal notes, possibly regarding easements, encroachments, or specific provisions for the condominium.

FINAL PLAN MARKET SQUARE TOWER CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA

DATE: 11/14/2008

SCALE: 1/8" = 1'-0"
CALCULATED BY: [Name]
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 11/14/2008

OWNER:
[Name]
[Address]
[City, State, Zip]



PLATBOOK



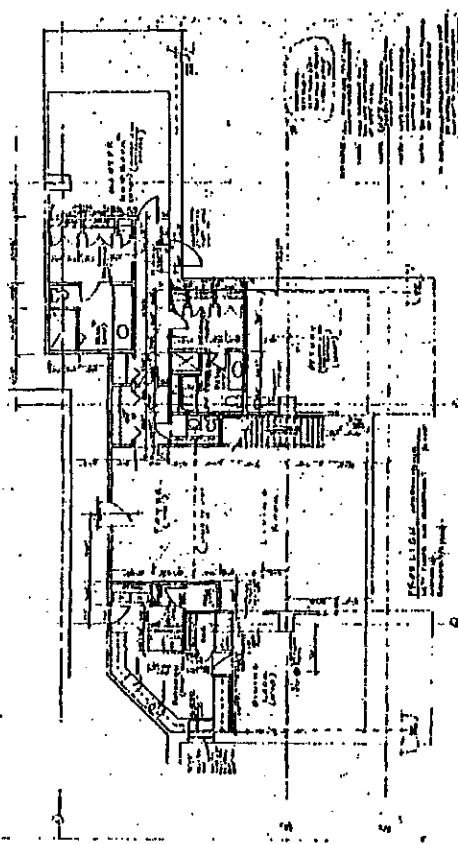
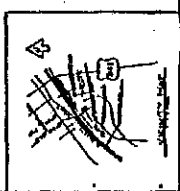
PLATBOOK

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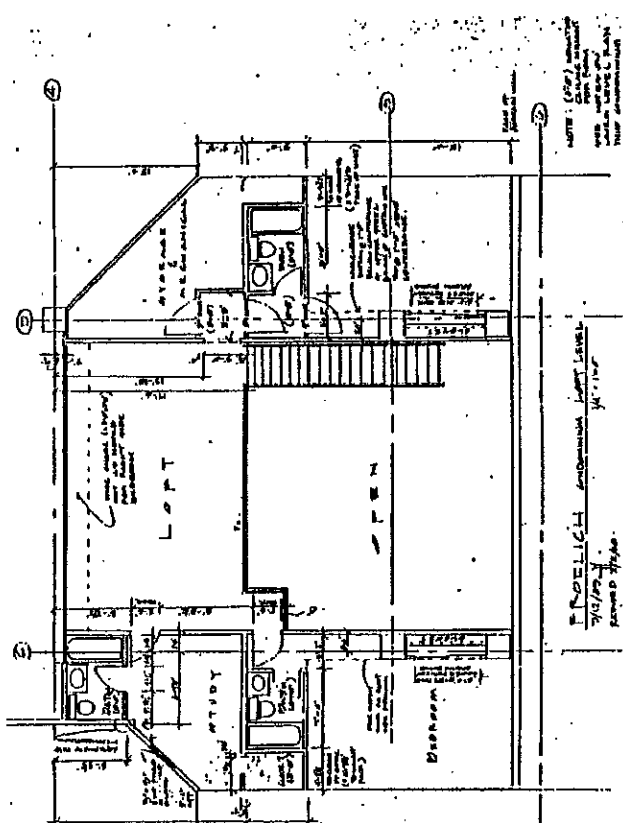


FINAL PLAN MARKET SQUARE TOWER CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA
JUNE 6, 1980

CALLAGHAN, SHERWOOD & ASSOCIATES, INC.
100 SOUTH CALDWELL STREET
RALEIGH, N.C. 27601

PLATBOOK



NOTE: (1) SEE SHEET 101 FOR DETAILS OF STAIRS AND BALCONY.

PLANT ROOM - SECOND FLOOR - 101/102

FINAL PLAN
 MARKET SQUARE TOWER
 CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
 HIGH POINT, NORTH CAROLINA

JUNE 21, 1990

SCALE: 1/4" = 1'-0"

SEE NORTH CAROLINA REGISTERED ARCHITECTURE BOARD FOR LICENSE NO. 101-102

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THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS.

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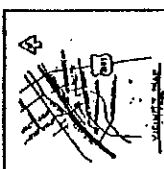
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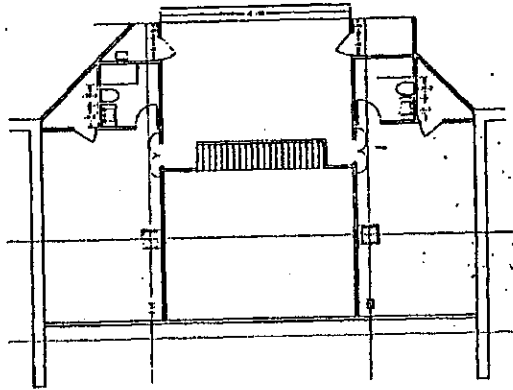
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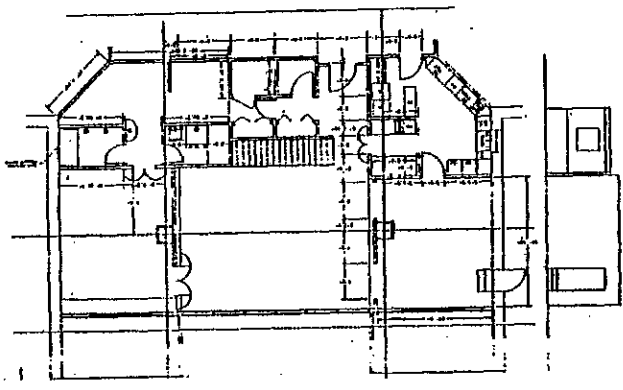
THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSTRUCTION OF THE PROJECT.



FLATBOOK - PAGE



LYLES CONDOMINIUM - LOFT LEVEL



LYLES CONDOMINIUM - MAIN LEVEL

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA
JUNE 6, 1980

SCALE: 1/8" = 1'-0"
DRAWN BY: [Name]
CHECKED BY: [Name]
DESIGNED BY: [Name]
300 NORTH CHERRY STREET, CHARLOTTE, N.C.
PH. 919-374-4255



NOTICE: This plan is submitted for the purpose of obtaining a building permit. It is not to be construed as a contract. The contractor shall be responsible for the construction of the building in accordance with the approved plans and specifications. The architect shall not be responsible for the construction of the building.

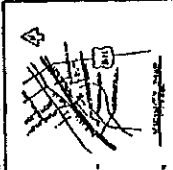
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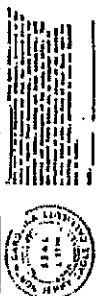
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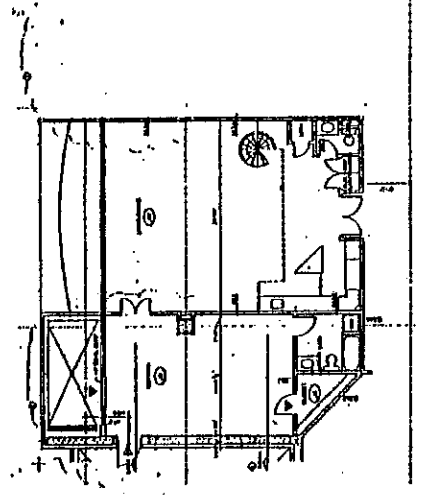
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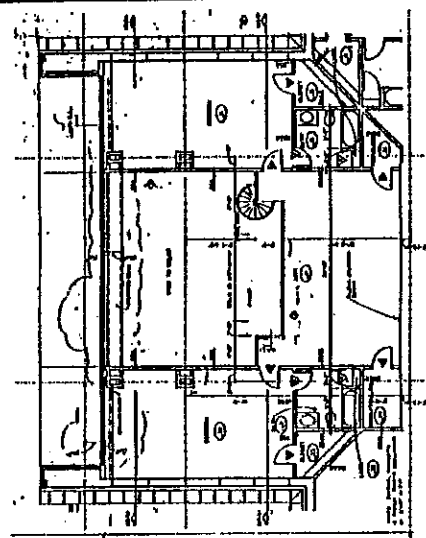




PHILLIPS CONDOMINIUM - MAIN LEVEL



PHILLIPS CONDOMINIUM - MAIN LEVEL



PHILLIPS CONDOMINIUM - LOFT LEVEL

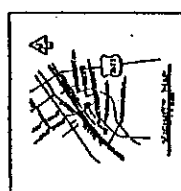
PHILLIPS CONDOMINIUM - MAIN LEVEL

PHILLIPS CONDOMINIUM - LOFT LEVEL

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA
MAY 24, 1988
SCALE: 1"=8'

DESIGNED BY: CALDWELL ARCHITECTS
ARCHITECTS
P.O. BOX 17100
Raleigh, NC 27617



PHILLIPS CONDOMINIUM - MAIN LEVEL

EXHIBIT C
Page 1
Percentage Interest in Common Elements

<u>LEVEL</u>	<u>LEASABLE SQ. FT.</u>	<u>PERCENTAGE UNDIVIDED INTERESTS</u>
12	A Sold 929 ✓	.0264
	B Sold 2,214 ✓	.0628
	C 929	.0264
	D 2,150	.0610
	E 930	.0264
	F Sold 2,206 ✓	.0626
	G Sold 930 ✓	.0264
	H 2,206	.0626
14	A Sold 904 ✓	.0257
	B 3,158	.0896
	C 2,150	.0610
	D 904	.0257
	E 2,206	.0626
	F 906 1053	.0257 .0299
	G Sold 2,206 2059	.0626 .0584
15 (2 level units)		
	A 2,922	.0829
	B 3,949	.1121
	C 3,438	.0975

TOTAL LEASABLE (UNIT) SQUARE FOOTAGE = 35,237

NOTE: SUBJECT TO ALTERATION UPON EXPANSION OF THE CONDOMINIUM,
BUT NO CHANGE AS TO PROPORTIONATE SHARES IS ALLOWED.

Elements
Froelich
#1

EXHIBIT C
Page 2
Voting

	<u>UNITS</u>	<u>VOTES</u>
12	A	264
	B	628
	C	264
	D	610
	E	264
	F	526
	G	264
	H	626
14	A	257
	B	896
	C	610
	D	257
	E	626
	F	257
	G	626
15	A	829
	B	1,121
	C	975
	TOTAL	<u>10,000</u>

NOTE: SUBJECT TO ALTERATION UPON EXPANSION OF THE CONDOMINIUM,
BUT NO CHANGE AS TO PROPORTIONATE SHARES IS ALLOWED.

Voting
Froelich
#1

EXHIBIT C
Page 3
Common Elements

- | | |
|--|-------------------|
| 1 - Swimming Pool Area | Level 14 |
| 2 - Trash Storage Rooms | Levels 12-14 & 15 |
| 3 - Elevator Lobbys | Levels 12-14 & 15 |
| 4 - Corridors | Levels 12-14 & 15 |
| 5 - Southeast Deck Adjacent to Pool Area | Level 14 |

ComElem
Froelich
#1

EXHIBIT D

LIENS, DEFECTS AND ENCUMBRANCES ON THE PROPERTY

1. Access easement contained in instrument recorded in Book 3767, Page 961, Guilford County Registry.
2. Easement to Duke Power Company recorded in Book 1146, Page 302, Guilford County Registry.
3. Easements, setback lines and any other facts as shown on Plat recorded in Plat Book 3823, Pages 404-426, Guilford County Registry.
4. Deed of Trust and Security Agreement executed by Market Square Limited Partnership to TIM, Inc., Trustee for NCNB National Bank of North Carolina, dated October 18, 1989 at 2:54 P.M., in Book 3767, Page 961, Guilford County Registry.
5. Assignment of Leases in favor of NCNB recorded in Book 3767, Page 989, Guilford County Registry.
6. Assignment of Sales Contracts and Durable Power of Attorney recorded in Book 3767, Page 1064, Guilford County Registry.
7. UCC-1 Financing Statement No. 352532 in favor of NCNB recorded in Book 3767, Page 998, Guilford County Registry.
8. UCC-1 Financing Statement No. 0616460, Office of the North Carolina Secretary of State, in favor of NCNB.
9. Deed of Trust and Security Agreement executed by Market Square Limited Partnership to TIM, Inc., Trustee for NCNB National Bank of North Carolina, dated October 18, 1989, recorded October 18, 1989 at 3:00 P.M., in Book 3767, Page 1037, Guilford County Registry, securing \$13,200,000.00.
10. Rights and easements and any other obligations contained in Amendment to Deed of Trust and Subordination Agreement recorded in Book 3767, Page 1005, Guilford County Registry.

D-Exhibit
Froelich
#1

EXHIBIT E
MARKET SQUARE TOWER

Percent of Leasable Square Footage
for Each Residential Unit (Units 1-18) and
the Maximum Leasable Square Footage for Each
Level Within the Option Property

Total Leasable 139,538

OPTION PROPERTY

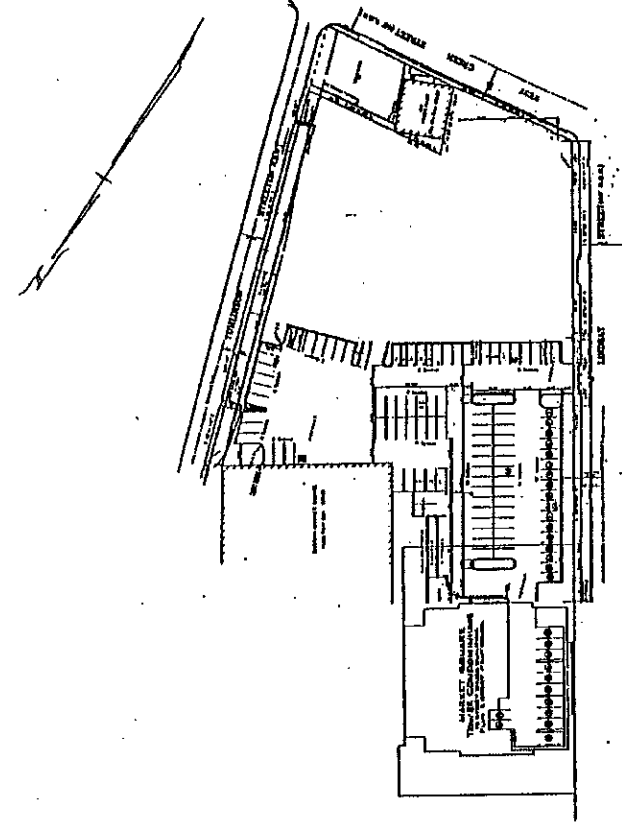
<u>LEVEL</u>	<u>LEASABLE SPACE</u>
1	6,759
2	12,750
3	12,400
4	14,441
5	14,495
6	13,093
7	13,114
8	13,114
9	13,114
10	13,144
11	13,114
TOTAL	139,538

RESIDENTIAL UNITS

<u>LEVEL</u>		<u>LEASABLE SPACE</u>	<u>PERCENTAGE</u>
12	A	929	.0264
	B	2,214	.0628
	C	929	.0264
	D	2,150	.0610
	E	930	.0264
	F	2,206	.0626
	G	930	.0264
	H	2,206	.0626
14	A	904	.0257
	B	3,158	.0896
	C	2,150	.0610
	D	904	.0257
	E	2,206	.0626
	F	906	.0257
	G	2,206	.0626
15	A	2,922	.0829
	B	3,949	.1121
	C	3,438	.0975
TOTAL		35,237	

Leasable
Froelich
#1

FLORIDA ARCHITECTS ASSOCIATION



PARKING PLAN

FINAL PLAN
MARKET SQUARE TOWER
CONDOMINIUMS

HIGH POINT TOWNSHIP, GULF BORD COUNTY
HIGH POINT, NORTH CAROLINA
MAY 25, 1980
SCALE: 1"=20'

CALLAGHAN ARCHITECTS
212 SOUTH CHARLOTTE STREET
RTP 27611-1000



ALVIN J. SPANGLER
Professional Engineer
No. 40,000
State of North Carolina

MARKET SQUARE
TOWER CONDOMINIUMS
212 SOUTH CHARLOTTE STREET
RTP 27611-1000

I, ALVIN J. SPANGLER, hereby certify that I am a duly Licensed Professional Engineer in the State of North Carolina and that I am the author of the above described plan and that the same conform to the provisions of the laws of the State of North Carolina.

MARKET SQUARE TOWER CONDOMINIUMS
The High Point Tower # 6



honey ②

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF MARKET
SQUARE TOWER CONDOMINIUM**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF MARKET SQUARE TOWER CONDOMINIUM made this 25 day of April, 1991 by MARKET SQUARE LIMITED PARTNERSHIP, a North Carolina limited partnership, with its principal place of business being located in Guilford County, North Carolina, hereinafter designated "Developer," pursuant to the North Carolina Condominium Act, Chapter 47C, of the General Statutes of North Carolina; and NCNB NATIONAL BANK OF NORTH CAROLINA.

9X

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real estate situated in the City of High Point, Guilford County, North Carolina, as legally described in Exhibit "A" of the original Declaration; and

WHEREAS, Developer has caused to be recorded a Declaration of Condominium of Market Square Tower Condominium in Book 3827, Pages 1910-1971, inclusive, in the Office of the Register of Deeds of Guilford County, North Carolina, on August 17, 1990; and

WHEREAS, Developer now desires to modify and amend various terms and provisions of the original Declaration;

NOW, THEREFORE, Developer, as the owner of said property, does hereby modify and amend the Declaration of Condominium of Market Square Tower Condominium recorded in Book 3827, Pages 1910-1971, inclusive, as follows:

I. Article I, Section 1.15, titled "Property" shall be and hereby is deleted in its entirety, and the following shall be and hereby is substituted in the place and stead of Article 1, Section 1.15:

1.15. The Property Description.

The real estate submitted to the Act by this Declaration, being all of the following:

That portion of the air space above the Land described in Exhibit A attached hereto (including the building improvements contained therein), located between a lower horizontal plane having the same metes and bounds as the Land at a uniform elevation of 1060.953 feet above mean sea level (the elevation of the base of the floor slab for Level 12 of the Market Square Tower Building as arrived at by subtracting eight (8) inches from the elevation of the top of the floor slab for Level 12 as shown on page 3 of the Floor Plans recorded in Condominium Book 4 at Page 78-92 (the "Plans")), and an upper horizontal plane having the same metes and bounds as the Land at a uniform elevation of 1099.783 feet above mean sea level (the elevation of the base of

North Carolina - Guilford County
The certificate (s) of _____

510527

Margaret W. Payne
Robin J. Barrett

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

1 MISC DOCUMENT 510527 5.00
4 MISC DOC ADDN PGS 8.00
1 PROBATE FEE 1.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 3872
PAGE(S): 1223 TO 1227

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Lee Payne
Assistant/Deputy Register of Deeds

04/25/1991 15:12:32

01223

the floor slab for the Machine Room as arrived at by subtracting eight (8) inches from the elevation of the top of the floor slab for the Machine Room as shown on page 3 of the Plans), which air space is intended to encompass all of the area in which the Market Square Tower Condominium is located. The horizontal control or benchmark for the elevations set forth on page 3 of the Plans is a disk set in the south wall of the Southern Railway Terminal on High Street in High Point, North Carolina, which benchmark has an elevation above mean sea level of 939.447 feet. Levels 12, 14, 15, and 16 of the Market Square Tower Building, referred to in the Declaration as being the levels included in the Condominium, are shown on page 3 of the Plans as Levels 12, 13, 14, and Loft Level (there being no floor or level numbered 13).

TOGETHER WITH the following perpetual rights and easements (the "Easements"), which Easements are appurtenant to, and shall run with title to, the Property described above:

- (1) An easement for access to and exclusive use of the twelve (12) parking spaces referenced in Section 14.9(a)(i) of the Declaration;
- (2) An easement for access to and exclusive use of the seventeen (17) parking spaces referenced in Section 14.9(a)(ii) of the Declaration;
- (3) An easement for support of the Condominium as more specifically described in Section 14.9(c) and (d) of the Declaration;
- (4) An easement for utilities and equipment serving the Condominium as more specifically described in Section 14.9(e) of the Declaration;
- (5) An easement for access between the ground level and the Condominium as more specifically described in Section 14.9(g) of the Declaration;
- (6) An easement and right to maintain and replace the building improvements necessary to the operation and support of the Condominium as more specifically described in Articles IX and XIV of the Declaration; and
- (7) All easements described as appurtenant to the Land in Exhibit A attached to the Declaration, which easements are for the benefit of the Property, the Association, Unit Owners and their respective tenants, invitees, contractors, employees, agents, and visitors.

It is intended that the aforesaid easements and rights shall survive the termination of the Condominium.

II. Exhibit A of the Declaration shall be and hereby is deleted in its entirety, and the following shall be and hereby is substituted in the place and stead of Exhibit A:

01221

TOGETHER WITH all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to this parcel of land, including specifically the following easements appurtenant to the Land:

- (1) Easements for encroachments reserved by Declarant in the Deed to the City of High Point, dated May 24, 1990 and recorded in Book 3823, Page 404 of the Guilford County Public Registry; and
- (2) Easements for ingress, egress, and other use of the adjacent parcel of land owned by Declarant and containing the five-story Market Square Building, which easements have been created by Declarant for the benefit of the Land, and Condominium and the Unit Owners by that certain Declaration of Easements dated April 24, 1991 and recorded in Book 3872, Page 1220 of the Guilford County Public Registry.

III. NCNB National Bank of North Carolina executes this Declaration of Condominium for the sole purpose of subordinating its lien recorded in Book 3767, Pages 989 and 1037, Guilford County Registry (including the lien imposed by any Uniform Commercial Code Financing Statement or other security interest), to the provisions of this Amendment to Declaration of Condominium, and by execution of this Amendment to Declaration of Condominium, NCNB National Bank of North Carolina does hereby expressly subordinate all of its right, title and interest in the deed of trust and other security instruments above referenced to the provisions of this Amendment to Declaration of Condominium. Except for this subordination, the lien priority, and all the provisions and terms of the NCNB National Bank of North Carolina Deed of Trust (with other security agreements) shall remain in full force and effect as though this Amendment to Declaration of Condominium were not executed and recorded.

IN WITNESS WHEREOF, MARKET SQUARE LIMITED PARTNERSHIP and NCNB NATIONAL BANK OF NORTH CAROLINA has hereunto caused these presents to be executed under seal the date and year first above written.

MARKET SQUARE LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By: Jacob H. Froelich, Jr. (SEAL)
Jacob H. Froelich, Jr., General Partner

NCNB NATIONAL BANK OF NORTH CAROLINA

By: Virginia C. Avornneel
Title: Deputy President

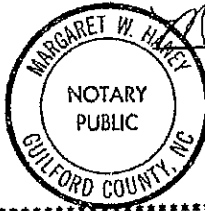


01225

NORTH CAROLINA
GUILFORD COUNTY

I, Margaret W. Haney, a Notary Public, do hereby certify that Jacob H. Froelich, Jr., General Partner of MARKET SQUARE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 18th day of April, 1991.



My Commission Expires:

4-4-94

Margaret W. Haney
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Bobbie J. Garrett, a Notary Public, do hereby certify that Jennifer L. Boone personally came before me this day and acknowledged that she is Assistant Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal, and attested by hersself as its Assistant Secretary.

Witness my hand and notarial seal, this 25th day of April, 1991.

Bobbie J. Garrett
NOTARY PUBLIC

My Commission Expires:

November 11, 1995



01226

EXHIBIT A
MARKET SQUARE LIMITED PARTNERSHIP
(CONDOMINIUM DOCUMENTS)
LOT 1-B
(THE "TOWER PROPERTY")
(ALSO REFERRED TO AS THE "LAND")

All that tract, piece or parcel of land located in the City of High Point, Guilford County, North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe in the new eastern right of way line of South Lindsay Street, said iron pipe also being located South 33 degrees 30 minutes East 95.41 feet from the new southeast intersection of the right of way margins of South Lindsay Street and West High Street, and running; thence, North 55 degrees 58 minutes 39 seconds East 144.85 feet to a point on the face of the western wall of the existing five story brick building; thence, along the face of the western wall of said existing five story brick building the following three courses: South 34 degrees 01 minute 21 seconds East 41.21 feet to a point; South 55 degrees 58 minutes 39 seconds West 5.50 feet to a point; South 34 degrees 01 minute 21 seconds East 168.78 feet to a point; thence, South 55 degrees 58 minutes 39 seconds West 141.27 feet to an iron pipe in the new eastern right of way line of South Lindsay Street; thence, along the new eastern right of way line of South Lindsay Street, which is located 34 feet east of and parallel to the existing centerline of South Lindsay Street North 33 degrees 30 minutes West 210.00 feet to the point of beginning, containing 29,689 square feet or 0.682 acres.

01227

ATTACHMENT A

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
MARKET SQUARE TOWER CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF MARKET SQUARE TOWER CONDOMINIUM (the "Third Amendment") is made this ____ day of _____, 2007, by and among Market Square II, LLC, a Delaware limited liability company ("Market Square II"), Market Square Tower Condominium Association, an unincorporated association organized and operating pursuant to the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes (the "Association"), on behalf of the Association and on behalf of each of the Market Square Tower Condominium unit owners listed on Attachment A ("Unit Owners"), and F.P.L. Limited Partnership, a North Carolina limited partnership ("F.P.L.")

W I T N E S S E T H:

WHEREAS, Market Square Limited Partnership was owner and developer of certain real property located in High Point, Guilford County, North Carolina, further described in Attachment B (the "Land"), and by a "Declaration of Condominium of Market Square Tower Condominium," dated July 26, 1990, and recorded August 17, 1990, in the Office of Register of Deeds for Guilford County (the "ROD") in Book 3827 at Page 1910, as amended by an "Amendment to Declaration of Condominium of Market Square Tower Condominium," dated and recorded on April 25, 1991, in the ROD in Book 3872 at Page 1223, and as further amended by an "Amendment to Declaration of Condominium of Market Square Tower Condominium" dated May 26, 1992, and recorded July 21, 1992, in the ROD in Book 3981 at Page 1633 (collectively, the "Declaration"), created a condominium upon the Land under the North Carolina Condominium Act, for which Market Square Limited Partnership was defined as "Declarant"; and

WHEREAS, the improvements to the Land are known as Market Square Tower Building (the "Building"); and

WHEREAS, the Declaration created eighteen (18) condominium Units and Common Elements above the first eleven floors of the Building, and allocated the obligations and responsibilities for the upkeep, maintenance, repair, replacement and insuring of the Building by and among the Association, the Unit Owners and the owner of the remainder of the Land; and

WHEREAS, Market Square Limited Partnership conveyed all right, title and interest in the real property including the Building, on July 17, 1998 to Market Square, L.L.C. by North Carolina General Warranty Deed filed 8/4/1998, in Book 4726 at Page 770, ROD, as supplemented by North Carolina General Warranty Deed filed 8/21/1998, in Book 4733 at Page 1114, ROD; but no special declarant rights were assigned or otherwise transferred as a part of that transaction; and

WHEREAS, Market Square Limited Partnership contributed 100% of the membership interests in Market Square, L.L.C. to Vornado Realty L.P. pursuant to that certain Amended and Restated Contribution Agreement between Vornado Realty L.P. and Market Square Limited Partnership, with an effective date of November 30, 1998; and

WHEREAS, Market Square Limited Partnership changed its name to F.P.L. Limited Partnership, through Amendment of Certificate of Domestic Limited Partnership filed with the North Carolina Secretary of State on December 4, 1998; and

WHEREAS, by North Carolina Special Warranty Deed filed 7/12/2001, in Book 5267 at Page 513, ROD, Market Square, L.L.C. conveyed its interest to Market Square II, which presently owns certain real property located on West High Street, High Point, Guilford County, North Carolina, including the Building; and

WHEREAS, the condominium Declarant no longer exists and no party holds special declarant rights; and

WHEREAS, F.P.L. has no interest in the condominium, is no longer the Declarant and does not hold any special declarant rights; and

WHEREAS, the Building is integral to the condominium, and Market Square II, as successor in title to the Building, has assumed the rights and has performed the continuing obligations as the owner of the Building; and

WHEREAS, Market Square II and the Association, on behalf of itself and the Unit Owners, have reached an agreement concerning the repair and replacement of certain parts of the Building, and wish to amend the Declaration by this Third Amendment to clarify certain defined terms used in the Declaration and to clarify certain duties and obligations for the future repair and maintenance of the Building.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Market Square II and the Association, on its behalf and on behalf of the Unit Owners, do hereby amend the Declaration as below provided, and upon the recording hereof in the ROD, the Land, including the condominium created therefrom pursuant to the Declaration, shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Declaration, as amended by this Third Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and do further declare as follows:

I. Definitions. The words used in this Third Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration.

II. Amendments of Definitions. The following amendments are made to the Declaration.

(a) Common Elements. The "Common Elements," as defined in Section 1.5, are all portions of the Condominium except the Units. The Common Elements include, but are not limited to, the building façade, exterior walls, windows, flashing (except for roof system flashing), caulking, EIFS, parapets and the area between the building sheathing and the interior undecorated surfaces of the perimeter walls of the Units, including insulation, and all other components of the exterior wall system located between the lower and upper horizontal planes of the Condominium. For purposes of maintenance, upkeep, repair, and replacement, which shall be the responsibility of the Association pursuant to Section 14.9(h), the term Common Elements shall be deemed to include (i) the exterior wall system above the upper horizontal plane of the Condominium and up to the barrel roof but not including the intersections where the barrel roofs and the flat roof parapets meet the EIFS; (ii) the interior space directly above the Pool Area on Level 15 (shown between the "Southeast Corner Area" and the "Southwest Corner Area" on Diagram 1 attached hereto), up to and including the undecorated surface of the gypsum wallboard ceiling below the barrel roof system/structure; (iii) the space between the barrel roof system/structure and the undecorated surface of the gypsum wallboard ceiling directly above Units A, B and C on Level 15 and the Pool Area on Level 15, including but not limited to interior finished sheetrock (walls and ceilings), the sprinkler system that services Level 15, the HVAC components above the ceiling that service Level 15, and the plumbing components that service Level 15; and (iv) the air conditioning equipment on the corner roof area which services the Pool Area on Level 15.

(b) Condominium. The definition of "Condominium" set forth in Section 1.7 of the Declaration is hereby deleted and a new definition of "Condominium" is substituted therefor, which shall read as follows:

1.7 Condominium

"Condominium" means the Property, which extends out to an imaginary vertical plane coextensive with the metes and bounds of the Land, including the Units and Common Elements (but not the Shared Facilities) created pursuant to the Act and as further defined in Section 47C-103(7) thereof.

(c) Property. Section 1.15 is intended to define the term "Property," which is used throughout the Declaration. In order to avoid confusion, the caption of Section 1.15, which currently reads, "The Property Description," is hereby deleted and a new caption is substituted therefor, which shall read, "Property."

(d) Unit. Section 1.19 of the Declaration defines a Unit, and Section 1.20 describes what constitutes a Unit's boundaries. Section 1.19 states that a Unit includes "any decks or patios appurtenant" to a Unit, and Section 1.20 states that "all decks or balconies immediately appurtenant" to a Unit are part of the Unit. In order to avoid confusion, reference to "decks or patios" in Section 1.19 is hereby amended to read, "decks, patios or balconies," and reference to "decks or balconies" in Section 1.20 is hereby amended to read, "decks, patios or balconies." Furthermore, and as shown on the Floor Plans attached to the Declaration as Exhibit B, the areas delineated at the four corner areas (but not any air conditioning equipment located on said areas)

adjacent to the Pool Area and Units A, B and C of "Level Fifteen" on the Floor Plans and recorded in Condominium Plat Book 4, Page 85, including the intersection thereof and any parapet, are deemed parts of the roof and are not decks, patios or balconies; however, the individual air conditioning equipment units located on said four corner areas which service each respective Unit are included as a part of each respective Unit. Market Square II shall be responsible for upkeep, maintenance, repair and replacement of such roof system (including but not limited to roof drains, scuppers, ballast, lighting, access doors, thresholds and surrounds, but not any air conditioning equipment located on said areas), the costs and expenses of which shall be shared by Market Square II and the Association pursuant to Section 14.9(b); and the Association shall be responsible, as a Common Expense, for the upkeep, maintenance, repair, and replacement of the air conditioning equipment for the Pool Area on Level 15 (and any other equipment that serves the Pool Area on Level 15) located on such roof surfaces. A door exists in each of the Pool Area and Units A, B and C of Level Fifteen for access to the adjacent roof area, to which both Market Square II and the Association shall have easements of access in the discharge of their respective responsibilities for upkeep, maintenance, repair, and replacement. Such doors, thresholds, surrounds and flashing are deemed as part of the roof system. The Owners of Units A, B and C of Level Fifteen shall not use the adjacent roof areas for any purposes whatsoever, shall not change the locks of the access doors to such roof areas, and shall keep the access doors locked at all times. No Unit Owner shall use the corner area adjacent to the Pool Area (the "Southeast Corner Area" on Diagram 1) for any purpose whatsoever, and the Association shall not change the lock of the access door to such roof area and shall keep the access door locked at all times. Finally, the space directly above Units A, B and C of Level Fifteen up to and including the undecorated surface of the gypsum wallboard ceiling below the barrel roof system/structure shall be treated as part of said Units A, B and C, respectively, for whose maintenance the respective Unit Owners thereof shall be responsible pursuant to Section 7.3.

III. Amendment of Section 14.9. Section 14.9 of the Declaration is hereby amended to add a new subsection (j), which shall read as follows:

(j) The Elevator Mechanical Room, stairwells and building core areas and all areas above same up to and including the roof system are included as Shared Facilities.

IV. Conflicting or Inconsistent Text. In the event any part of the Declaration uses words or phrases that conflict with or may be deemed inconsistent with the within matters, said conflicting or inconsistent text shall be deemed amended to conform herewith and the intent that the Association and its Unit Owners are responsible for the Property, which extends out to an imaginary vertical plane coextensive with the metes and bounds of the Land, and that the word "Property" is sometimes expressed, interchangeably, as "Condominium", "Condominium Property" and "Market Square Tower Condominium," and that Market Square II is responsible for the remainder of the Land and its improvements, subject to such covenants to share costs as are expressly set forth in the Declaration.

V. Authority of Association to Execute Amendment/Amendment to Run With the Land. The individual who executes this Amendment on behalf of the Association represents and warrants in his individual and representative capacities that, pursuant to action authorized in writing by all

members of the Association in accordance with the bylaws of the Association, the within Third Amendment was approved by a vote of 100% of the members pursuant to Article XII of the Declaration (those being listed on Attachment A) and the President of the Association was authorized and directed to execute this instrument for and on behalf of the Association, and on behalf of each Unit Owner. This Amendment shall run with the Land.

IN WITNESS WHEREOF, Market Square II, the Association and F.P.L have caused this Third Amendment to Declaration of Condominium of Market Square Tower Condominium to be executed the day and year first above written.

Market Square II, LLC,
a Delaware limited liability company

By: _____

Its: _____

I, a Notary Public of _____ County, _____, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of Market Square II, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its _____. Witness my hand and official stamp or seal, this _____ day of _____, 2007.

(L.S.)
Notary Public
My Commission expires: _____

[Remainder of Page Purposely Blank]

Market Square Tower Condominium Association, an unincorporated association under Chapter 47C of the North Carolina General Statutes, for itself and on behalf of the Unit Owners listed in Exhibit A

By: _____

Its: _____

I, a Notary Public of _____ County, _____, certify that _____, personally came before me this day and acknowledged that (s)he is the _____ of Market Square Tower Condominium Association, an unincorporated association under Chapter 47C of the North Carolina General Statutes, and that by authority duly given and as the act of the unincorporated association, the foregoing instrument was signed in its name by its _____. Witness my hand and official stamp or seal, this _____ day of _____, 2007.

(L.S.)
Notary Public
My Commission expires: _____

[Remainder of Page Purposely Blank]

F.P.L. Limited Partnership,
a North Carolina limited partnership

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that William F. Blue, Attorney-in-Fact for S. Davis Phillips, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of S. Davis Phillips and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Davidson County, North Carolina, on April 17, 2007, in Book 1780, at Page 0035, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said William F. Blue acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said S. Davis Phillips.

Date: _____

(official signature of Notary)

_____, Notary Public
(Notary's printed or typed name)

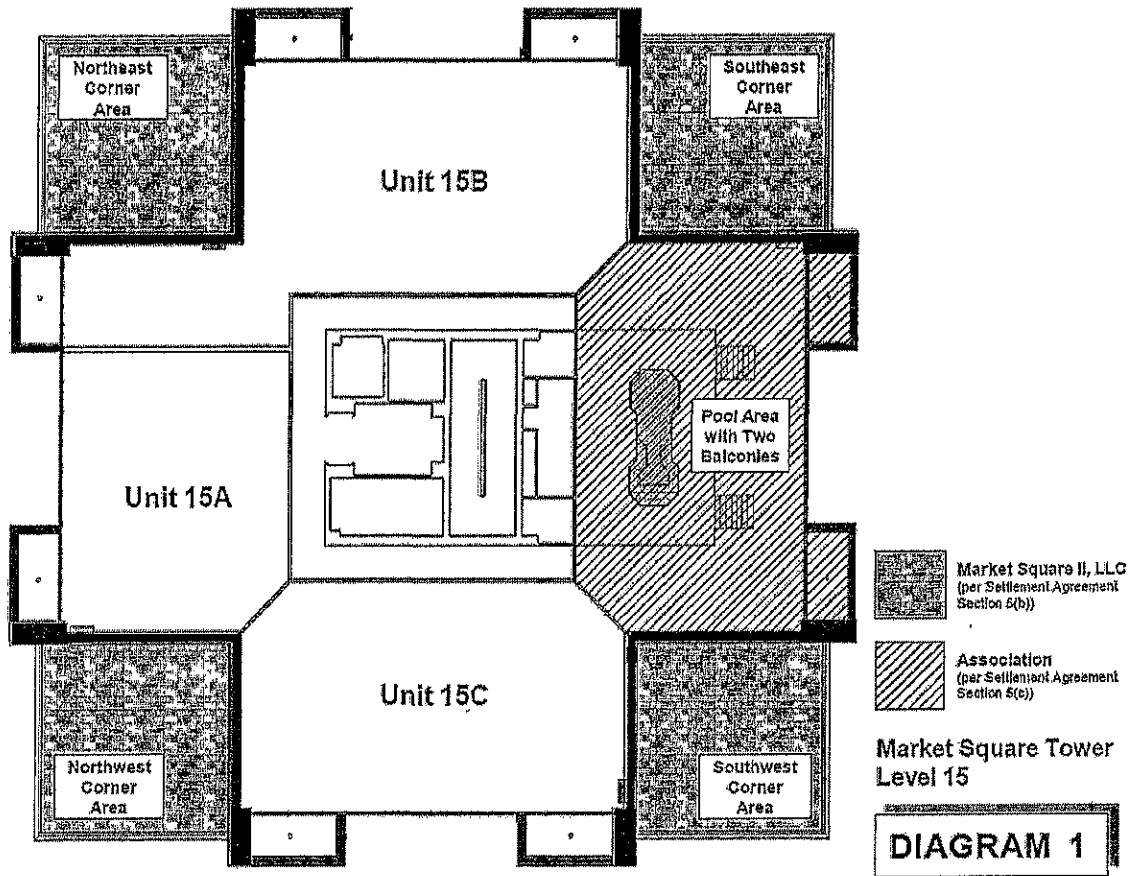
(Official Seal)

My commission expires: _____

The foregoing certificates of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and
time and in the Book and Page Shown on the first page hereof.

_____ REGISTER OF DEEDS FOR GUILFORD COUNTY

By _____ Deputy/Assistant-Register of Deeds.



Attachment A

<u>Unit</u>	<u>Unit Owner</u>
12-A	Docks Life, LLC
12-B	Elkin McCallum and wife, Donna McCallum
12-C	Gina S. Yandle.
12-D	Feizy Properties, Ltd.
12-E	Frank Francin and wife, Dianne C. Francin
12-F	Carl's Furniture, Inc.
12-G	Gina S. Yandle
12-H	Feizy Properties, Ltd.
14-A	Savi Properties, L.L.C.
14-B	Mary E. Froelich (f/k/a Mary F. Smith), as Trustee of the Froelich Family Generation Skipping Trust for the benefit of Mary E. Froelich (f/k/a Mary F. Smith) under Will of Jacob H. Froelich, Jr. dated November 2, 1993
14-C	Samuel B. Froelich, Trustee of the Froelich Family Generation Skipping Trust for the benefit of Samuel B. Froelich under Will of Jacob H. Froelich, Jr. dated November 2, 1993
14-D	Gina S. Yandle
14-E	William H. Child and Patricia A. Child, as Trustees of the William H. Child Living Trust Under Agreement Dated February 10, 1999, As Amended
14-F	Savi Investments, LLC
14-G	Marzilli USA, Inc.
15-A	S. Davis Phillips d/b/a Phillips Properties Company
15-B	Gina S. Yandle
15-C	George W. Lyles, Jr. and wife, Nancy L. Lyles

Attachment B

See attached.

ATTACHMENT B

Paragraph 5 of the Settlement Agreement

5. FUTURE MAINTENANCE OF MARKET SQUARE TOWER. Market Square II, LLC, the Association, and with respect to subsection (d)(i) below as it relates to specific Units, Phillips, J. Henry Froelich, III, as Trustee of the Froelich Family Generation Skipping Trust for the benefit of J. Henry Froelich, III under Will of Jacob H. Froelich, Jr. dated November 2, 1993 ("Froelich Trustee") and Lyles, agree that, as between and among them and irrespective of any conflicting provisions in the Declaration, the provisions set forth in subparagraphs (a) through (d) below shall apply.

- (a) The Association acknowledges its responsibility for the present and future maintenance, upkeep, repair, and replacement of the façade, exterior walls, windows, parapets, flashing (except for roof system flashing), caulking, sheathing, insulation, and all other components of the exterior wall system located between the lower horizontal plane of Level 12 (having the same metes and bounds as the Land ((as described in the Declaration) at a uniform elevation of 1060.953 feet above mean sea level)) through Level 15 up to the barrel roof but not including the intersections where the barrel roofs and the thermoplastic membrane meet the EIFS.
- (b) Market Square II, LLC, acknowledges its responsibility for the present and future maintenance, upkeep, repair, and replacement of (i) the four flat exterior corner areas that are adjacent to Units 15-A, 15-B, 15-C, and the swimming pool area on Level 15, and (ii) the thermoplastic membrane that covers the parapets; provided, however, that the Association will reimburse Market Square II, LLC, for 20% of any costs associated with such maintenance, upkeep, repair, and/or replacement; and provided further that agents and employees of Market Square II, LLC, shall have exclusive use of and/or access to these four corner areas, except that the Association and the Unit owners may access these areas solely for the purpose of maintaining, servicing, repairing and/or replacing any HVAC or other equipment or condominium component that services these units or the swimming pool. Said four flat exterior corner areas are shown on "Diagram 1" that is attached and incorporated herein.
- (c) The Association acknowledges its responsibility for the present and future maintenance, upkeep, repair, and replacement of the entire swimming pool area and interior deck area around the swimming pool and the two exterior balconies roughly to the southeast of the pool area on Level 15. Said pool area is shown on "Diagram 1" that is attached and incorporated herein.
- (d) Market Square II, LLC, the Association, and with respect to subsection (i) below, Phillips, Froelich Trustee and Lyles, agree that:
 - (i) the space directly above Units 15-A, 15-B and 15-C, respectively, up to and including the undecorated surface of the gypsum wallboard ceiling below the barrel roof system/structure shall be

treated as part of Units 15-A, 15-B and 15-C, respectively (as the term "Unit" is defined in the Declaration);

- (ii) the space directly above the pool area on Level 15, up to and including the undecorated surface of the gypsum wallboard ceiling below the barrel roof system/structure shall be treated as a Common Element (as that term is defined in the Declaration); and
- (iii) the space (including any component that services Level 15) between the barrel roof system/structure and the undecorated surface of the gypsum wallboard ceiling directly above Units 15-A, 15-B, 15-C and the pool area on Level 15, including but not limited to interior finished sheetrock (walls and ceilings), the sprinkler system that services Level 15, the HVAC components that service Level 15, and the plumbing components that service Level 15 shall be treated as Common Elements (as that term is defined in the Declaration).