

WAKE COUNTY, NC 1020
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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THE FOLLOWING DOCUMENT CONSISTS OF AN AMENDED AND RE-
STATED DECLARATION OF CONDOMINIUM, COVENANTS, AND
RESTRICTIONS, INCLUDING ALL EXHIBITS, FOR THE CROSSINGS AT
HADDON HALL, AND REPLACES THE DECLARATION PREVIOUSLY
RECORDED IN BOOK 009861, PAGE 02269-02310 WHICH IS
WITHDRAWN.

PREPARED BY CYRUS A. HOLBROOK, ATTORNEY

AFTER RECORDING, PLEASE DELIVER TO BOX 84

THE CROSSINGS AT HADDON HALL

DECLARATION OF CONDOMINIUM,
COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 3 day of SEPTEMBER, 2002, by **CAPITOL HOMES, INC.**, a North Carolina corporation ("Developer"), pursuant to the North Carolina Condominium Act ("Act"), as set forth in Chapter 47 C of the General Statutes of the State of North Carolina;

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property situated in or near the Town of Apex, County of Wake and State of North Carolina, ("Property") and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, 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 property; and

WHEREAS, Developer desires to submit all of the Property to the Act.

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

ARTICLE I
Definitions

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

1.1 **Act.** The North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.

1.2 **Association.** The Crossings at Haddon Hall Condominium Association, a nonprofit corporation organized under the laws of the State of North Carolina.

1.3 **Board.** The Board of Directors of the Association.

1.4 **Bylaws.** The Bylaws of the Association, which are hereby incorporated herein and made a part hereof by this reference.

1.5 **Common Element.** All portions of the condominium except the units. All limited common elements are common elements.

1.6 **Common Expenses.** Expenditures made or liabilities incurred by, or on behalf of the Association, together with any allocations to reserves.

1.7 **Condominium.** The condominium created by this Declaration.

1.8 Declarant. Developer and (i) any other person who has executed this Declaration or who hereafter executes an amendment to this Declaration to add additional property, except security holders and except persons whose interest in the Property will not be conveyed to unit owners; and (ii) any person who succeeds to any special declarant rights pursuant to Section 3-104 of the Act.

1.9 Declarant Control Period. The period commencing on the date hereof and continuing until the first of the following to occur (i) the date ten (10) years after the date of the first conveyance of a unit to a unit owner other than a declarant; or (ii) the date upon which declarant surrenders control of the Condominium; or (iii) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the units (including units which may be created pursuant to special Declarant rights) to unit owners other than a Declarant; or (iv) two (2) years after the declarant has ceased to offer units for sale in the ordinary course of business; or (v) two (2) years after any development right to add new units was last executed.

1.10 First Mortgage and First Mortgagee. 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(s) described therein. A first mortgagee is the holder, from time to time, of a first mortgage as shown by the records of the office in which the first mortgage is recorded, including a purchaser at foreclosure sale upon foreclosure of a first mortgage after expiration of the mortgagor's period of redemption. If there is 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 Bylaws.

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.

1.12 Limited Common Elements. Those portions of the common elements allocated by operation of Section 2-10(2) or (4) of the Act for the exclusive use of one or more, but fewer than all, of the units and also any limited common elements specifically allocated to units on Exhibit "B".

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 property described on 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 property.

1.16 Security of an Obligation. The vendor's interest in a contract for deed, mortgagee's interest in a mortgage, trustee's interest in a deed of trust, purchaser's interest under a sheriff's 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 Bylaws for the benefit of a Declarant, including all rights stated in Section 1-103(23) of the Act including but not limited to the following: to complete the improvements indicated on the floor plans; to maintain sales offices, management offices, models and signs advertising the Condominium; to use easements through the common elements; to elect, appoint or remove members of the Board of Directors during the declarant control period; to use recreational facilities for the benefit of owners, lessees or invitees of any person residing in the area described in Exhibit "A" or any prospective purchaser of a unit lying within the areas described on Exhibit "A" (subject to reasonable use fees to be set by the Board). Declarant shall have no right to subdivide or convert units owned by Declarant.

1.19 Unit. A 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 "B". Each unit is designated and delineated on the floor plans, which are more particularly described in Condominium File Page 311, A1 – C6, Wake County Registry.

1.20 Unit Boundaries. The boundaries of each unit, both as to vertical and horizontal planes, as shown on the floor plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the unit, and the topmost surfaces of the subflooring, and include the decoration of all such interior and topmost surfaces, including without limitation, all paneling, tiles, wallpaper, paint finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

1.21 Unit Owner. The person or persons, including the declarant, owning a unit in fee simple.

1.22 Other Definitions. The definitions as contained in the Act, including Section 1- 103, which are not in conflict with the foregoing definitions have the same meanings as stated in the Act.

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 The Crossings at Haddon Hall, a 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, initially establishes 24 units within the property and designates all such units for separate ownership. Reference is made to the plat for a separate description of the boundaries of each unit identified by number. The maximum number of units which Developer reserves the right to create as part of the Condominium is 138 units, subject, however, to the provisions of Section 2.4 hereof.

2.4 Alterations of Units. Subject to the provisions of the Bylaws, a unit may be altered pursuant to the provisions of Section 12-111 of the Act.

2.5 Limited Common Elements. The limited common elements serving or designated to serve each unit hereby allocated solely and exclusively to each unit. In addition to those defined in Section 1.

13, limited common elements include those set forth on Exhibit "B" and are hereby allocated to units as shown Exhibit "B".

2.6 Unit Allocations. The allocations to each unit of a percentage of undivided interest in the common elements, of votes in the association, and of a percentage of the common expenses, are as stated on Exhibit "B".

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 "C".

2.8 Reservation of Special Declarant Rights. Declarant hereby reserves all special declarant rights as herein stated and as further defined by the Act and specifically stated in Section 1-103(23) of the Act.

ARTICLE III Additional Real Property

3.1 Declarant's Waiver of Right to Add Additional Real Property. Declarant expressly waives the right to add additional property to the Condominium.

3.2 Maximum Number of Additional Units; Units Restricted to Residential Use.
The maximum number of additional units that may be created within the additional real property is subject to the Town of Apex Land Use Plan. All such units will be restricted to multi-family use.

3.3 Compatibility of Style, Etc. Any buildings and units that may be erected upon the additional real property or a portion thereof will be compatible with the other buildings and units in the Condominium in terms of architectural style, quality of construction, principal materials employed in construction and size.

3.4 Applicability of Restrictions, Etc. All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of units will apply to any and all additional units that may be created within the additional real property.

3.5 Other Improvements and Common Elements. In addition to the buildings and units that may be erected upon the additional real property or a portion thereof, the other improvements and common elements that may be made or created upon or within the additional real property, or each portion thereof which may be added to the Condominium, will be generally similar in quality and quantity to the improvements and common elements located in the Condominium.

3.6 Applicability or Assurances if Additional Real Property Not Added. The assurances made in Article III will not apply with respect to any additional real property that is not added to the Condominium.

ARTICLE IV Easements

4.1 Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration 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 the 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 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, 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 Bylaws 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 Easements to Run With Land. All easements and rights described in this Article IV are appurtenant easements running with the land and, except as otherwise expressly provided in this Article IV, 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 of any unit thereof.

4.5 Cable Television Easement. Declarant is presently negotiating a cable television wiring agreement with Time Warner Cable which would provide cable television to all units with and grant an easement for installing and maintaining a line connecting the cable television wires and/or cables located in the buildings to The Crossings at Haddon Hall's system. Any such agreement would be entered into by Declarant.

ARTICLE V

Restrictions, Conditions and Covenants

5.1 Compliance with Declaration, Bylaws, Rules and Regulations. Each unit owner and occupant shall comply with all applicable provisions of this Act, this Declaration, the Articles of Incorporation of the association and amendment thereto, copies of which is attached hereto and incorporated herein collectively as Exhibit "D", the Bylaws, a copy of which is attached hereto and incorporated herein as Exhibit "E", and rules and regulations promulgated by the Board of Directors of 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 Bylaws of the association.

5.3 Use Restricted; Use by Declarant.

- (a) The units shall be occupied and used by unit owners and occupants for residential purposes only.
- (b) No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any unit owner or occupant on any part of the condominium without the prior written consent of the Board or as provided for by the rules and regulations promulgated from time to time by the Board or the association or in the Bylaws.
- (c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, declarant may maintain sales offices for sales of units in the condominium and models for the purpose of demonstrating units to be sold. Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the condominium until all of the units have been conveyed to a unit owner other than the declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models. The total number of such offices or models maintained at any time by a declarant shall not exceed two (2) sales offices and two (2) models, and the size of any such originally established, relocated or reestablished office or models shall not exceed the size of the largest unit in the condominium.
- (d) Declarant also may maintain signs on the common elements advertising the condominium until all of the units have been conveyed to unit owners other than declarant. Declarant shall remove all such signs not later than thirty (30) days after all of the units have been conveyed to unit owners other than declarant and shall repair or pay for the repair of all damage done by removal of such signs.
- (e) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, the association may maintain an office in the condominium for management of the condominium.

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 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 (daanage, 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 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 prior written consent of the Board.

5.6 Nuisance. No noxious or offensive activity shall be conducted upon any unit or in the common elements nor shall anything be done thereon which may or may become an annoyance or nuisance to the unit owner.

5.7 Outside Antennas. Outside radio or television antennas or other similar reception devices (including satellite discs) may be permitted at the sole discretion of the Board and subject to the rules and regulations adopted by the Board.

5.8 Prohibition of Renting for Transient or Hotel Purposes; Leases. No unit owner shall rent his unit for transient or hotel purposes which, for purposes of this Declaration, shall be defined as either a rental of any period less than thirty (30) days or any rental if the lessee of the unit is provided customary hotel services. Any permitted lease shall lease an entire unit, shall be in writing, and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any unit owner who enters into a lease of his unit shall promptly notify the association of the name and address of the lessee, the unit rented, and the terms of the lease. Other than the foregoing restrictions, each unit owner shall have the full right to lease his unit. No lease, however, shall relieve owner from any liabilities or duties herein nor shall any owner's privileges in any way be changed because of said lease. No sublease may be entered into without the written consent of the Board.

5.9 Pets. No pet shall be allowed in the condominium except as may be provided by the rules and regulations promulgated from time to time by the Board or the association or in the Bylaws. Notwithstanding the foregoing, no animals, livestock, or poultry of any kind shall be kept or maintained in any condominium or in the common elements except no more than two dogs, two cats, or any other household pets, but not to exceed three total animals at any time, provided that such pets are not maintained or kept for commercial purposes; and provided further that, notwithstanding the foregoing, the Board may exclude any pet permitted by this paragraph which the Board, in its sole discretion, deems to be a nuisance to other unit owners or the association as owner of the common elements.

5.10 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 Bylaws.

5.11 Use of Limited Common Elements. Limited common elements assigned to the exclusive use of one or more units shall be kept in a clean and orderly manner. The Board may act as it deems necessary as to the limited common elements in the same manner as it would protect the common elements.

5.12 Restriction, Conditions and Covenants to Run with Land. These Declarations and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, 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 Leins. The board has the power to levy assessments against the units for common expenses. Such assessments shall be a lien on the units against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the unit sold, or a money judgement obtained against the persons liable therefor, all as set forth in the Bylaws. Notwithstanding the provision of 6.2, such lien is not released by the sale or transfer of such unit.

6.2 Personal Liability of Transferees: Statement: Liability of First Mortgages.

(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 said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 8.11 of the Bylaws, 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 first mortgage or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a unit, the liability of such first 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 thereof, 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 or assignment in lieu of such foreclosure, shall be a common expense collectible from all unit owners, including the transferee under (b) above and the first 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 of 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 Section 7.1 (b) hereof. 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 Owner. Each unit owner shall pay all costs to repair and replace all portions of the common elements that may become damaged or destroyed by reasons of his intentional acts or failure to act, or the intentional acts or failure to act of any occupant or visitee of his unit. Such payment shall be made upon demand made by the association.

7.2 Common 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, provided, however, that routine maintenance and repair to external surfaces located within limited common areas done in conjunction with routine maintenance and repair to the building as a whole, such as painting of the entire structure, may be born as a common expense without such allocation, at the discretion of the Board.

(b) In addition, the association may 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 agent, 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 or 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 a unit owner or occupant, each unit owner and occupant agrees that he shall make no claim against the association, the members of the Board, officers of the association, or employees or agent of any thereof, or against any manager retained by the Board, or his 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, even if abused by the omission or neglect of any one or more of such persons; and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

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 the 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 this Act, this Declaration or the Bylaws 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 the repair of any damaged 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 maintaining, repairing or replacing the unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, provided that requests for entry are made in advance. 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.

ARTICLE VIII

Insurance

8.1 Casualty Insurance. The association shall maintain casualty insurance upon the property in the name of The Crossings at Haddon Hall Condominium Association, 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 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 provisions thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option not to be exercisable if such restoration is prohibited pursuant to Section 3-11 (h) of the Act.

8.2 Public Liability Insurance. The association shall maintain public liability insurance for the benefit of the unit owners, occupants and holders of a holder'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 One Million (\$1,000,000.00) Dollars per occurrence for death, bodily injury and property damage. 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, and the streets, sidewalks and public spaces adjoining the condominium; and insure the officers, directors, agent and employees against such liability arising out of or in connection with the use or maintenance of the units.

8.3 Fidelity Coverage. Fidelity coverage shall be maintained by the association in commercial blanket form covering each director and officer of the association, any employee or agent of the association and any other person handling or responsible for handling funds of the association in the face amount of at least the greater of (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves of the association, or (ii) the sum of three (3) months' aggregate assessments on all units plus the association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.

8.4 Other Insurance. The association may procure such other insurance, including worker's compensation insurance, as it may, from time to time, deem appropriate to protect the association and the unit owners.

8.5 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.

8.6 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 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 proceeds of insurance shall be used and applied in accordance with the provisions of Section 3-113 of the Act.

ARTICLE X Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, or all or any part of the property, the same shall be repaired or restored and the awards paid on account thereof shall be used and applied in accordance with Section 1-107 of the Act.

ARTICLE XI Termination

The condominium may be terminated only in strict compliance with Section 2-118 of the Act.

ARTICLE XII Amendment

This Declaration may be amended only in strict compliance with the Act including, without limitation, Sections 2-108 and 2-117 of the Act, except that no amendment altering or impairing special declarant rights may be made without the written consent of declarant.

ARTICLE XIII Rights of First Mortgagees VA, FNMA and FHLMC Provisions

13.1 Amendments during Declarant Control Period. Any amendment to this Declaration or to the Bylaws during the declarant control period shall be subject to the prior approval of the Federal Housing Administration or the Veterans Administration provided, however, that if said administrator fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given.

13.2 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 the first mortgage on any unit, current copies of the Declaration, the Bylaws, 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, Bylaws, other rules and regulations governing the condominium, and the most recent annual audited financial statement if one is prepared.

13.3 Successors' 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 this.

13.4 Rights of Action. The association and any aggrieved unit owner shall have a right of action against unit owners, and any aggrieved unit owner shall have a right of action against the association for failure to comply with the provisions of this Declaration, the Bylaws and the rules, regulations, and decisions of the association made pursuant to authority granted to the association in this Declaration by the Bylaws.

13.5 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.

13.6 Right of First Refusal. The right of a unit owner to sell, transfer, mortgage or otherwise convey his interest in his unit shall not be subject to any right of first refusal.

13.7 Consent of First Mortgagees. This Section 13.7 shall be effective only if, at any time this Section would apply, at least one unit is subject to financing. A 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, as defined in Section 13.9 hereof, representing at least sixty-seven (67%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act. Except for any amendment to the Declaration made for the purpose of adding any of the additional real estate to the condominium in accordance with the provisions hereof (and including the reallocation and the reallocation of the ownership interest in the common elements and liability of the common expense of voting rights in the association pursuant to paragraphs 13.13 hereunder), any amendment to the Declaration or Bylaws which changes any of the

following shall require the prior written consent of unit owners holding at least sixty-seven (67%) percent of the total votes in the association and of eligible mortgages holders representing at least fifty-one (51%) percent of the votes allocated to units subject to first mortgages held by eligible mortgage holders, or such greater requirements specified by the Act or hereunder:

- (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) reallocation of interest in the common elements or limited common elements or rights to their use;
- (f) boundaries of any unit;
- (g) convertibility 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;
- (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 Bylaws;
- (n) any action to terminate the legal status of the condominium; or
- (o) any provisions that expressly benefit first mortgagees or insurers or guarantors of first mortgages.

13.8 Consent of First Mortgagees or Unit Owners. This section 13.8 shall be effective only if, at the time this Section would apply, at least one unit is subject to commercial financing. Unless first mortgagees holding at least 66-2/3% of the votes allocated to first mortgagees (such first mortgagees having one vote per unit financed), or such higher percentage as is required by law, of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners (other than a declarant) holding at least 66-2/3% of the total votes in the association have given their prior written approval, or such greater

requirements specified in the Act or hereunder have been satisfied, the association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium;
- (b) except in the case of any addition of the additional real estate pursuant to the provisions hereof, change the pro rata interest or obligations or 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 rate share of ownership of each unit in the common elements;
- (c) partition or subdivide any unit;
- (d) except in the case of any addition of the additional real estate pursuant to the provisions hereof, 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 the 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.

13.9 Notice. Each first mortgagee and each insurer or guarantor of a first mortgage, upon written request stating its name and address and describing the unit encumbered by the first 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 mortgagees; (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 Bylaws of 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 13.7), 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 additional or amendment to the Declaration or Bylaws 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.

13.10 Assessments. Assessments shall be due and payable in monthly installments. As provided in Article XI of the Bylaws and as legally required by Section 2.115 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 a unit upon the giving of notice by the Board of 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.

13.11 Rights of First Mortgagee: Insurance Proceeds or Condemnation Awards. No provision of the Declaration or the Bylaws 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.

13.12 Additional Real Estate; Consent of Administrator; Common Element Interests; Reallocation.

In the event any first mortgages are guaranteed by the VA, FHA, FHLMC, the additional real estate may not be added to the condominium without the prior written consent of the administrator of the Federal Housing Administration or the Veterans Administration. If the additional real estate is added, the ownership interest in the common elements and the liability for common expenses for each unit shall be reallocated in proportion to the area of each unit to the area of all units and voting rights in the association shall be reallocated on the basis of equality. The effective date for said reallocation shall be the date of recordation of the amendment to this Declaration, which document shall comply with the provisions of the Act. The effective date of the assignment of assessments to the units added to the condominium shall be the date the Board levies an assessment against said units. All improvements intended to be located within any portion of the additional real estate added to the condominium shall be substantially completed prior to the addition of said portion of the additional real estate.

ARTICLE XIV

General Provisions

14.1 Conflict with the Act: Severability. Should any of the terms, conditions, provision, paragraph, or clauses of this Declaration conflict with any provisions 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 effect of 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 as plural, plural may 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 references and do not define, limit or describe the scope of this Declaration, or the intent of any provisions.

14.4 Exhibits. Exhibits A, B, C, D, E, and F attached hereto are hereby made a part hereof. Exhibit F is the Certification of Plans signed by a Professional Engineer.

IN WITNESS WHEREOF, CAPITOL HOMES, INC., has caused this instrument to be signed by its President and attested by its Secretary, all the day and year first written above.

(Corporate Seal)

CAPITOL HOMES, INC.

By:

RICHARD L. WEALE, President

Attest:

(Asst.) Secretary

NORTH CAROLINA
WAKE COUNTY

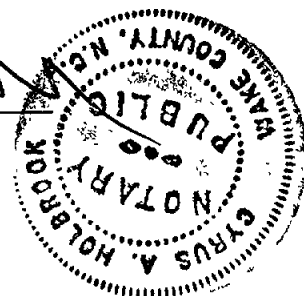
I, THE UNDERSIGNED a Notary Public, do hereby certify that GLENN HERTMAN
Personally came before me this day and acknowledged that she is the ~~Assistant~~ Secretary of **CAPITOL HOMES, INC.**, a North Carolina corporation, and that by authority duly given as the act of the Corporation, the foregoing instrument was signed in its name by its President, ~~sealed with its Corporate Seal~~ and attested by her as its Assistant Secretary.

Witness my had and seal this the 3 day of SEP, 2002.

My commission expires:

3/2/03

Notary Public



Bradley T. Barnes, owner of Unit 224, joins in the execution of the foregoing for the purpose of withdrawing the old Declaration and consenting to the recording of the restated Declaration.

Bradley Barnes
Bradley T. Barnes

STATE OF NORTH CAROLINA
COUNTY O WAKE

I, a Notary Public of the County and State aforesaid certify that Bradley T. Barnes, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this 20th day of March, 2003.

My Commission expires:

4/21/2006

Notary Public

Cyrus A. Holbrook
Notary Public

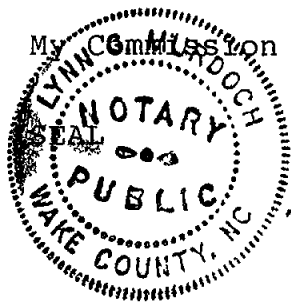


EXHIBIT "A"

.DESCRIPTION OF PHASE I – THE CROSSINGS

Being a particular tract of land located in Wake County, White Oak Township, Town of Apex, North Carolina and being further described below:

BEGINNING at a point, said point being located the following courses from NC Geodetic Monument "SPAIN" (Nad 83), said monument bearing NC Grid Coordinates of N: 221314.433 Meters, E: 621177.755 Meters. Thence from said monument a bearing of South 45° 34' 42" East a ground distance of 422.42 feet to a Control Corner set in the northern right-of-way of Highway NC 55, said Control Corner being shown on plat recorded in the Wake County Register of Deeds at Book of Maps 1999 Page 1155. Thence leaving said right-of-way with the common property line of Phase 9 – The Crossings and Apex Professional Park, North 01° 05' 26" East a distance of 769.00 feet to a point; Thence with Phase 9 – The Crossings, South 88° 54' 24" East a distance of 161.50 feet to a point; Thence South 41° 04' 58" East a distance of 590.01 feet to the **POINT AND PLACE OF BEGINNING**.

Thence, from the **POINT OF BEGINNING**, South 41° 04' 58" East a distance of 171.49 feet to a point; South 03° 04' 58" East a distance of 204.88 feet to a point set in the northern right-of-way of Haddon Hall Drive – (60' Public R/W); Thence, with said right-of-way with a curve to the left having a radius of 670.00 feet, and arc length of 34.29 feet and being subtended by a chord bearing and distance of South 85° 22' 18" West, Chord: 34.28 feet to a point; Thence with a curve to the left having a radius of 670.00 feet, an arc length of 129.67 feet and being subtended by a chord bearing and distance of South 78° 21' 40" West, Chord: 129.47 feet to a point; Thence with a curve to the left having a radius of 670.00 feet, an arc length of 32.01 feet and being subtended by a chord bearing and distance of South 71° 26' 52" West, Chord: 32.01 feet to a point; Thence, leaving said right-of-way North 50° 49' 32" West a distance of 170.14 feet to a point; Thence North 40° 28' 27" West a distance of 113.46 feet to a point; Thence North 67° 37' 53" East a distance of 142.80 feet to a point; Thence North 48° 30' 38" East a distance of 188.37 feet to **POINT AND PLACE OF BEGINNING** and containing 86,444.49 Sq. Ft. (1.9844 Acres), and being shown on a particular survey or plat entitled "EXHIBIT MAP & PHASE MAP FOR CAPITOL HOMES, INC – PHASE 9 – HADDON HALL", prepared by Barbara H. Mulkey Engineering, Inc., dated 08/17/01.

DESCRIPTION OF PHASE 2 – THE CROSSINGS

Being a particular tract of land located in Wake County, White Oak Township, Town of Apex, North Carolina and being further described below:

BEGINNING at a point, said point being located the following courses from NC Geodetic Monument "SPAIN" (Nad 83), said monument bearing NC Grid Coordinates of N: 221314.433 Meters, E: 6221177.755 Meters. Thence from said monument a bearing of South 45° 34' 42" East a ground distance of 422.42 feet to a Control Corner set in the northern right-of-way of Highway NC 55, said Control Corner being shown on plat recorded in the Wake County Register of Deeds at Book of Maps 1999 page 1155. Thence leaving said right-of-way with the common property line of Phase 9 – The Crossings and Apex Professional Park, North 01° 05' 26" East a distance of 769.00 feet to a point; Thence with Phase 9 – The Crossings, South 88° 54' 24" East a distance of 161.50 feet to a point; Thence south 41° 04' 58" East a distance of 360.00 feet to the **POINT AND PLACE OF BEGINNING**.

Thence, from the **POINT OF BEGINNING** South 41° 04' 58" East a distance of 230.01 feet to a point; Thence, South 48° 30' 38" West a distance of 188.37 feet to a point; Thence, South 67° 37' 53" West a distance of 142.80 feet to a point; Thence, North 42° 32' 34" West a distance of 30.00 feet to a point; Thence, North 08° 54' 14" West a distance of 128.00 feet to a point; Thence, North 00° 20' 46" East a distance of 67.21 feet to a point; Thence, North 49° 46' 54" East a distance of 211.76 feet to the **POINT AND PLACE OF BEGINNING** and containing 64,221.82 Sq. Ft. (1.4743 Acres), and being shown on a particular survey or plat entitled "EXHIBIT MAP & PHASE MAP FOR CAPITOL HOMES, INC – PHASE 9 – HADDON HALL", prepared by Barbara H. Mulkey Engineering, Inc., dated 08/17/01.

August 16, 2001

DESCRIPTION OF PHASE 3 – THE CROSSINGS

Being a particular tract of land located in Wake County, White Oak Township, Town of Apex, North Carolina and being further described below:

BEGINNING at a point, said point being located the following courses from NC Geodetic Monument “SPAIN” (Nad 83), said monument bearing NC Grid Coordinates of N: 221314.433 Meters, E: 621177.755 Meters. Thence from said monument a bearing of South 45° 34’ 42” East a ground distance of 422.42 feet to a Control Corner set in the northern right-of-way Highway NC 55, said Control Corner being shown on plat recorded in the Wake County Register of Deeds at Book of Maps 1999 Page 1155. Thence leaving said right-of-way with the common property line of Phase 9 – The Crossings and Apex Professional Park, North 01° 05’ 26” East a distance of 769.00 feet to the **POINT AND PLACE OF BEGINNING**.

Thence, from the **POINT OF BEGINNING** South 88° 54’ 24” East a distance of 161.50 feet to a point; Thence, South 41° 04’ 58” East a distance of 360.00 feet to a point; Thence, South 49° 46’ 54” West a distance of 211.76 feet to a point; Thence, North 61° 29’ 57” West a distance of 275.00 feet to a point; Thence, North 01° 05’ 26” East a distance of 167.16 feet to a point; Thence, North 01° 05’ 26” East a distance of 112.84 feet to the **POINT AND PLACE OF BEGINNING** and containing 105,122.660 Sq. Ft. (2.4132 Acres), and being shown on a particular survey or plat entitled “EXHIBIT MAP & PHASE MAP FOR CAPITOL HOMES, INC – PHASE 9 – HADDON HALL”, prepared by Barbara H. Mulkey Engineering, Inc., dated 08/17/01.

August 16, 2001

DESCRIPTION OF PHASE 4 – THE CROSSINGS

Being a particular tract of land locted in Wake County, White Oak Township, Town of Apex, North Carolina and being further described below:

BEGINNING at a point, said point being located the following courses from NC Geodetic Monument "SPAIN" (Nad 83), said monument bearing NC Grid Coordinates of N: 221314.433 Meters, E: 621177.755 Meters. Thence form said monument a bearing of South 45° 34' 42" East a ground distance of 422.42 feet to a Control Corner set in the northern right-of-way of Highway NC 55, said Control Corner being shown on plat recorded in the Wake County Register of Deeds at Book of Maps 1999 Page 1155. Thence leaving said right-of-way with the common property line of Phase 9 – The Crossings and Apex Professional Park, North 01° 05' 26" East a distance of 90.00 feet to the **POINT AND PLACE OF BEGINNING**.

Thence, from the **POINT OF BEGINNING** North 01° 05' 26" East a distance of 399.00 feet to a point, Thence, South 61° 29' 57" East a distance of 275.00 feet to a point; Thence, South 00° 20' 46" West a distance of 67.21 feet to a point; Thence, South 08° 54' 14" East a distance of 128.00 feet to a point; Thence, South 42° 32' 34" East a distance of 30.00 feet to a point; Thence, South 79° 48' 38" West a distance of 293.59 feet to the **POINT AND PLACE OF BEGINNING** and containing 78,466.80 Sq. Ft. (1.8013 Acres), and being shown on a particular survey or plat entitled "EXHIBIT MAP & PHASE MAP FOR CAPITOL HOMES, INC – PHASE 9 – HADDON HALL", prepared by Barbara H. Mulkey Engineering, Inc., dated 08/17/01.

August 16, 2001

DESCRIPTION OF PHASE 5 – THE CROSSINGS

Being a particular tract of land located in Wake County, White Oak Township, Town of Apex, North Carolina and being further described below:

BEGINNING at a point being located the following courses from NC Geodetic Monument "SPAIN" (Nad 83), said monument bearing NC Grid Coordinates of N: 221314.433 Meters. E: 621177.755 Meters. Thence from said monument a bearing of South 45° 34' 42" East a ground distance of 422.42 feet to a Control Corner set in the northern right-of-way of Highway NC 55, said Control Corner being shown on plat recorded in the Wake County Register of Deeds at Book of Maps 1999 Page 1155, said Control Point being **POINT AND PLACE OF BEGINNING**.

Thence, from the **POINT OF BEGINNING** North 01° 05' 26" East a distance of 59.58 feet to a point; Thence, North 79° 48' 38" East a distance of 293.59 feet to a point; South 40° 28' 27" East a distance of 113.46 feet to a point; Thence, South 50° 49' 32" East a distance of 170.14 feet to a point of curvature of a non-tangent curve, Thence, with a curve to the left having a radius of 670.00 feet, an arc length of 182.61 feet and being subtended by a chord bearing and distance of South 62° 16' 15" West, Chord: 182.50 feet to a point; Thence, with a curve to the right having a radius of 86.00 feet, an arc length of 20.56 feet and being subtended by a chord bearing and distance of South 61° 18' 46" West, Chord: 20.52 feet to a point; Thence, South 68° 09' 46" West a distance of 20.82 feet to a point of reverse curvature of a non-tangent curve; Thence, with a curve to the left having a radius of 114.00 feet, an arc length of 38.29 feet and being subtended by a chord bearing and distance of South 58° 32' 24" West, Chord: 38.11 feet to a point; Thence, South 48° 55' 02" West a distance of 55.55 feet to a point of curvature of a non-tangent curve; Thence, with a curve to the right having a radius of 30.00 feet, an arc length of 47.12 feet and being subtended by a chord bearing and distance of North 86° 04' 58" West, Chord: 42.43 feet to a point; Thence, North 41° 04' 58" West a distance of 275.50 feet to the **POINT AND PLACE OF BEGINNING** and containing 102,242.92 Sq. Ft. (2.3471 Acres), and being shown on a particular survey or plat entitled "EXHIBIT MAP & PHASE MAP FOR CAPITOL HOMES, INC – PHASE 9 – HADDON HALL", prepared by Barbara H. Mulkey Engineering, Inc., dated 08/17/01

EXHIBIT "B"

THE CROSSINGS AT HADDON HALL

Building C

Type I Building

3rd Floor

Unit A-1	1,065 Square Feet	230 Eyam Hall Lane, Unit 301 Apex, NC
Unit C-1	1,485 Square Feet	231 Eyam Hall Lane, Unit 302 Apex, NC
Unit C-3	1,435 Square Feet	232 Eyam Hall Lane, Unit 303 Apex, NC
Unit B	1,345 Square Feet	233 Eyam Hall Lane, Unit 304 Apex, NC
Unit B	1,345 Square Feet	234 Eyam Hall Lane, Unit 305 Apex, NC
Unit C-1	1,413 Square Feet	235 Eyam Hall Lane, Unit 306 Apex, NC
Unit C-5	1,482 Square Feet	236 Eyam Hall Lane, Unit 307 Apex, NC
Unit A-1	1,065 Square Feet	237 Eyam Hall Lane, Unit 308 Apex, NC

2nd Floor

Unit A-1	1,065 Square Feet	220 Eyam Hall Lane, Unit 201 Apex, NC
Unit C-4	1,485 Square Feet	221 Eyam Hall Lane, Unit 202 Apex, NC
Unit C-3	1,435 Square Feet	222 Eyam Hall Lane, Unit 203 Apex, NC
Unit B	1,345 Square Feet	223 Eyam Hall Lane, Unit 204 Apex, NC
Unit B	1,345 Square Feet	224 Eyam Hall Lane, Unit 205 Apex, NC
Unit C-1	1,413 Square Feet	225 Eyam Hall Lane, Unit 206 Apex, NC
Unit C-5	1,482 Square Feet	226 Eyam Hall Lane, Unit 207 Apex, NC
Unit A-1	1,065 Square Feet	227 Eyam Hall Lane, Unit 208 Apex, NC

1st Floor

Unit A-1	1,065 Square Feet	210 Eyam Hall Lane, Unit 101 Apex, NC
Unit C-4	1,485 Square Feet	211 Eyam Hall Lane, Unit 102 Apex, NC
Unit C-3	1,435 Square Feet	212 Eyam Hall Lane, Unit 103 Apex, NC
Unit B	1,345 Square Feet	213 Eyam Hall Lane, Unit 104 Apex, NC
Unit B	1,345 Square Feet	214 Eyam Hall Lane, Unit 105 Apex, NC
Unit C-1	1,413 Square Feet	215 Eyam Hall Lane, Unit 106 Apex, NC
Unit C-2	1,482 Square Feet	216 Eyam Hall Lane, Unit 107 Apex, NC
Unit A-1	1,065 Square Feet	217 Eyam Hall Lane, Unit 108 Apex, NC

Each unit is transferred with a 1/24th allocated interest.

EXHIBIT "C"

Unit Owners and Occupants are subject to the following
Liens, Defects and Encumbrances

- ✓ A. There is an outstanding Deed of Trust in Favor of Paragon Commercial Bank recorded in Book 008802, Page 001468, Wake County Registry. Each unit will be released from this Deed of Trust upon closing. 00153
- ✓ B. There is an outstanding Deed of Trust in favor of Branch Banking and Trust recorded in Book 009047, Page 00310, Wake County Registry. Each unit will be released from this Deed of Trust upon closing. PAGE 311 A1 - C6
- C. The condominium plans contained in Condominium File 311, A1-C6, Wake County Registry.
- D. Existing streets, rights of way, alleys, utility easements and other easements of record, if any: and the restrictions and conditions set forth in the Declaration recorded in Book _____, Page _____, Wake County Registry.
- E. The provisions governing condominiums as set forth in Chapter 47C of the North Carolina General Statutes.
- F. Ad valorem taxes for the Town of Apex and for Wake County.

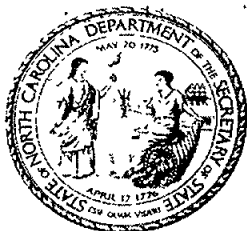


EXHIBIT "D"

NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

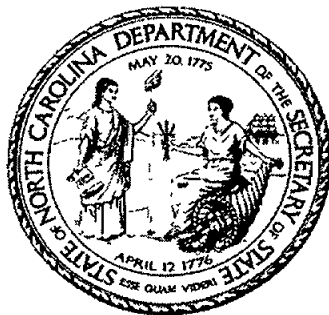
I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC.

the original of which was filed in this office on the 13th day of June, 2002.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 13th day of June, 2002

Elaine F. Marshall
Secretary of State

22 163 9005

ARTICLES OF INCORPORATION
OF
THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of North Carolina the undersigned, a resident of Wake County, North Carolina, and of full age, does this day form a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal place and initial registered office of the association is located at 5209 Capital Blvd., Raleigh, North Carolina 27616. Wake County.

ARTICLE III

Glenn Hartman, whose address is 5209 Capital Blvd., Raleigh, North Carolina 27616, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, operation and management of THE CROSSINGS AT HADDON HALL Condominium, a condominium to be established in accordance with the laws of the State of North Carolina as shown on maps recorded in the Wake County Registry, and any other properties which may be subsequently annexed thereto, and to promote the health, safety and welfare of the residents within the above-described property. The Association shall have the following general powers and any other impliedly arising therefrom, to be exercised in the manner provided and in conformity with applicable laws, the Declaration hereinafter referred to, the Bylaws of the Association, and these Articles:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain THE CROSSINGS AT HADDON HALL Declaration of Condominium and Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Wake County, North Carolina, and as the same may be amended from time

to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) To fix, levy, collect and enforce payments by any lawful means, of all charges or assessments pursuant to terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, subject always to the provisions and requirements of the Declaration;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association subject always to the provisions and requirements of the Declaration and limitations imposed by law.
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject always to the provisions and requirements of the Declaration; and
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereinafter have or exercise.
- (f) Notwithstanding any other provisions of these Articles or the Bylaws, the Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member, director, or officer of the Association, or to any individual (except that reasonable compensation may be paid for services rendered to or for the Association effecting one or more of its purposes), and no member, director or officer of the Association, or any individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association.

ARTICLE V MEMBERSHIP

Capitol Homes, Incorporated, a North Carolina Corporation, its successors and assigns (the "Declarant") for so long as it shall be record owner of a fee simple title to any Unit, and every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation; however, any creditor of an Owner of a Unit who acquires title to the Property or any portion thereof pursuant to a foreclosure or any other proceeding or deed in lieu of foreclosure shall be a member of the Association. No owner shall have more than one

membership. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership.

ARTICLE VI VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership.

Class A. Class A members shall be those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit, and no fractional vote may be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership by Article V, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall cease and be reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the properties without the assent of Class A members as provided in the Declaration, or

(b) on June 7, 2012.

Section 2. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) and not more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection and qualification of their successors are:

NAME	ADDRESS
Richard L. Weale	5209 Capital Blvd. Raleigh, NC 27616
Glenn Hartman	5209 Capital Blvd. Raleigh, NC 27616
Robert D. Park	5209 Capital Blvd. Raleigh, NC 27616

At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at such annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years to serve until their successors are elected and qualified.

ARTICLE VIII MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, provided that any such merger or consolidation shall, have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE IX AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of members or proxies entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any.

ARTICLE X AUTHORITY TO DEDICATE OR CONVEY

The Association shall have power to dedicate or convey all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or conveyance shall be effective unless assent in writing has been given by the members or proxies entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any, agreeing to such dedication or conveyance.

As to lenders and purchasers for Value, the certification by the Secretary of the Association that the required number of members have executed instruments in conformity with this Article, shall be conclusive as to the fact recited by such certification and shall be binding upon the Association and all of its members.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy percent (70%) of the entire Class A membership, and seventy percent (70%) of the entire Class B membership, if any. In the event of dissolution, the Association's assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the Association. This Corporation shall have no capital stock. In the event of dissolution, no member, director or officer of the Corporation or any private individual shall be entitled to share in the distribution of the assets of this Corporation.

ARTICLE XII DURATION

The corporation shall exist perpetually.

ARTICLE XIII AMENDMENTS

Any amendment of these Articles shall require the assent of members or proxies entitled to cast sixty-six and two-thirds percent (66 2/3%) of the entire vote of the membership.

Such amendment shall be executed in the name of the Association by the President (or Vice-President) and by the Secretary (or Assistant Secretary) of the Association and recorded in the Office of the Register of Deeds of Wake County. No such amendment shall be effective until recorded as aforesaid.

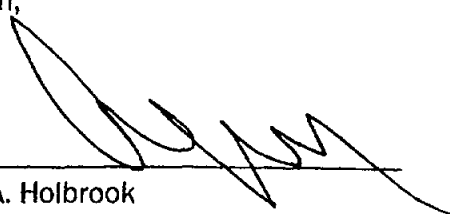
ARTICLE XIV FHA/VA APPROVAL

Notwithstanding any provisions in this instrument to the contrary, as long as there is a Class B membership, and if the Declarant desires to qualify sections of this subdivision for Federal Housing Administration or Department of Veterans Affairs approval (but not otherwise), the following actions will require the approval of the Federal Housing Administration or the Department of Veterans Affairs: Annexation of additional properties, mortgaging of common areas, amendment of these Articles of Incorporation, mergers and consolidations and dissolution.

ARTICLE XV

The name and address of the incorporator is Cyrus A. Holbrook, 5000 Falls of Neuse Road, Suite 102, Raleigh, North Carolina 27609.

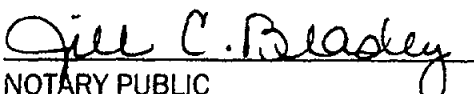
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of North Carolina, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation, this the 7 day of JUNE, 2002.


Cyrus A. Holbrook
5000 Falls of Neuse Road, Suite 102.
Raleigh, North Carolina 27609

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that Cyrus A. Holbrook personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 7 day of June, 2002


NOTARY PUBLIC

My Commission Expires:

8/2/04

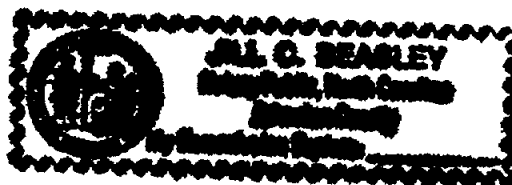


EXHIBIT "E"

BY-LAWS
OF
THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is **THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5209 Capital Blvd., Raleigh, North Carolina 27616, but the meetings of the members and directors may be held at such places within the State of North Carolina, County of Wake as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to **THE CROSSINGS AT HADDON HALL CONDOMINIUM ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Element" shall mean all portions of the condominium except the units. All limited common elements are common elements. Common elements shall specifically include but shall not be limited to all private streets as shown on recorded plats.

Section 4. "Unit" shall mean and refer to a portion of the condominium, whether or riot contained solely or partially within a building, together with its percentage of undivided interest in the common elements. Each unit is designated and delineated on the floor plans.

Section 5. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, including the Declarant owning a unit in fee simple and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to The Capitol Homes, Inc., its successors and assigns if such successor or assigns should acquire more than one undeveloped Unit from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium, Covenants and Restrictions of THE CROSSINGS AT HADDON HALL Condominium.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 9. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of the common area and administration, maintenance, repair or replacement of the Common Element;
- (c) Expenses declared to be common expenses by the provisions of the Declaration or the By-Laws;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the By-Laws may require the Association to purchase;
- (e) Ad Valorem taxes and public assessment charges lawfully levied against common areas; and
- (f) Expenses agreed by the members to be common expenses of the Association.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year hereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the member may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Unless otherwise specified in the Declaration, Articles of Incorporation or By-Laws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Unless otherwise specified in the Declaration, Articles of Incorporation or By-Laws, the presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall

have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit(s).

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office.

(a) During the Declarant Control Period, the Board shall consist of three (3) Directors appointed by the Declarant. Each such Director shall serve at the pleasure of the Declarant; provided, however, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units (including Units which may be created to Article Three of the Declaration) to Unit Owners other than Declarant, at least one member of the Board shall be elected by Unit Owners other than Declarant. The election of such member to the Board shall mean that Unit Owners other than Declarant shall have elected not less than thirty-three percent (33%) of the members of the Board of Directors and therefore, by virtue of such election, there shall be in compliance with Section 47C-3-103(e) of the Act until expiration of the Declarant Control Period.

(b) Upon expiration of the Declarant Control Period, the unit owners shall elect three (3) members to serve as members of the Board of Directors, a majority of whom must be unit owners. The new Board of Directors shall elect the officers. The board members and officers shall take office upon election.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired terms of his predecessors.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF OFFICERS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than a number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular Meetings of the Board of Directors shall be held every six (6) months without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) day's notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

(a) adopt, amend and publish rules and regulations governing the use of the Common Element and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; .

(b) suspend the voting rights and right to use the facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by one fourth (1/4) of the Class A voters who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration and Articles of Incorporation, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(4) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(5) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(6) cause all officers of employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) cause the Common Element to be maintained;

(8) pay ad valorem taxes and public assessments levied against the Common areas.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; ep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account,

cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the Unit(s) on which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit in the same manner that Deeds of Trust may be foreclosed under Power of Sale under Chapter 45 of the North Carolina General Statutes, or its successors; and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Element or abandonment of his Unit(s).

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

THE CROSSINGS AT HADDON HALL CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in care of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of THE CROSSINGS AT HADDON HALL CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC., a non-profit, North Carolina Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 3 day of SEPT., 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3 day of SEPT., 2002.

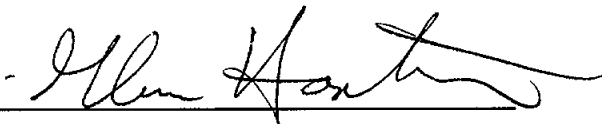

(Asst.) Secretary

EXHIBIT "F"

NORTH CAROLINA

WAKE COUNTY

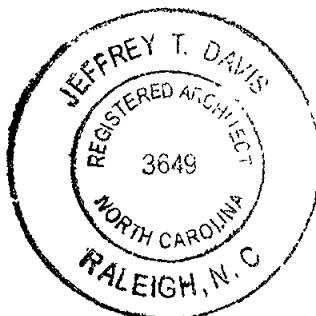
CERTIFICATION OF PLANS

NOW COMES the undersigned registered Architect, pursuant to the North Carolina Condominium Act as set forth in NCGS 47C-2-109, who first being duly Sworn, makes the following verification from his personal knowledge, information and belief.

PAGE 311 A1-C6

1. All Plans for the Crossing at Haddon Hall, a Condominium, filed in Condominium File No. _____, of Wake County Registry, truly and accurately represent the Plans for the buildings located on the Submitted Property as filed with and approved by the City of Apex and other governmental subdivisions that have jurisdiction over the issuance of permits for the construction of such buildings.
2. Such Plans fully and accurately depict the layout, location, and dimensions of the Units, as built, located on the Submitted Property.
3. The unit type and number for each Unit are set forth on the Schedule of Unit Information.
4. The plans satisfy all the requirements of North Carolina Condominium Act.

This 14 of August, 2002.



Jeffrey T. Davis
 Registered Architect No. NC 3649 SEAL

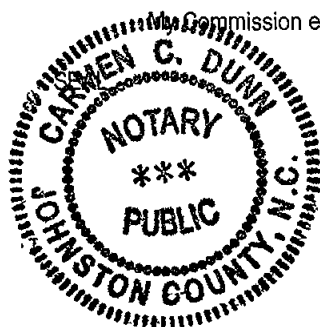
STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Jeffrey T. Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14th day of August, 2002

My Commission expires: 11-9-03

Carmen C. Dunn
 Notary Public



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009988 Page : 01398 - 01439

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate 5 of Cyrus A Holbrook
+
Lynn G. Murdoch

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

Laura M. Riddick, Register of Deeds
By: George W Parvin
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
2 # of Time Stamps Needed

This Document
42 New Time Stamp
of Pages