

4794  
0425

Prepared by and Return To:  
Singleton, Hutchens, and Seafar  
Box 2505, Fayetteville, NC 28702

BK 4794 PG 0425

003976

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF BREEZEWOOD PLACE  
CONDOMINIUM**

WHEREAS, Breezewood Associates, LLC, a North Carolina Limited Liability Company, previously executed a Declaration of Condominium of Breezewood Place Condominiums on or about November 4, 1996 and recorded at the Cumberland County Registry at Book 4574, Page 0404 (the "Declaration"); and

WHEREAS, by the terms of the Declaration, Breezewood Associates, LLC declared that certain real property as described in the Declaration would be and remain subject to the terms of the Declaration and thereafter be known as Breezewood Place Condominium, an office condominium complex (the "Condominium Complex"); and

WHEREAS, the Declaration provided that the Declaration could be amended by written amendment; and

WHEREAS, Breezewood Associates, LLC desires to amend the Declaration as set forth hereinafter to add Purdue Commons, Inc. as an additional Declarant as that term is defined in the Declaration and to include additional real property in the condominium complex and subject to the terms of the Declaration, as amended.

NOW THEREFORE, Breezewood Associates, LLC, Declarant, under the terms of the Declaration does hereby amend the Declaration of Condominium of Breezewood Place Condominium in accordance with the terms of the Declaration and with the consent of Breezewood Place Condominium Association, Inc. (the "Association"), Purdue Commons, Inc. (the "Co-Declarant"), Branch Banking & Trust Company, a North Carolina State banking corporation ("BB&T") and Centura Bank, a North Carolina State banking corporation ("Centura") as follows:

1. The preamble to the Declaration and the recitals to the Declaration are amended to add Purdue Commons, Inc., a North Carolina corporation, as Co-Declarant under the terms of the Declaration. The Declaration is further amended such that in each and every instance where the Declaration refers to "Declarant" and in each such instance, Declarant shall mean and refer to both Breezewood Associates, LLC and Purdue Commons, Inc., a North Carolina corporation and any successor to either Breezewood Associates, LLC or Purdue Commons, Inc..

2. Section 4.1 of Article IV entitled "Declarant's Right to Add Additional Real Estate" is amended and Exhibit "B" (the "Additional Real Estate") is also amended such that the property known and described as "Phase Five Breezewood Place Condominiums" and more specifically described on Exhibit "B" as amended and attached hereto may be added to the Condominium Complex as provided for under the terms of Section 4.1. The remaining terms of Section 4.1 of the Declaration are also amended to be consistent with and to provide for the addition of the real property and improvements known as "Phase Five Breezewood Place Condominiums" to Exhibit "B" and Section 4.1 of the Declaration, as amended.

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1-28-1998 AM 8:58

GEORGE E. TATUM  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

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3. Section 4.3 of the Declaration is amended to read as follows:

"Section 4.3. Compatibility of Style, etc.: Any buildings and Units that may be erected upon the Additional Real Estate, as amended or any portion thereof must be compatible with the design objectives of the Declarant and Co-Declarant, used exclusively for office/business purposes and be of comparable quality of construction to existing Units in the condominium complex. The Declarant and Co-Declarant in their sole discretion shall determine whether or not any Units in any future phases erected upon the additional real estate as amended are compatible with the existing condominiums. Condominium Units erected upon the Additional Real Estate, as amended need not be identical in terms of architectural style, size or appearance."

4. Article 10 entitled "Easement and Property Rights" is amended by adding as an additional section a new section entitled "Section 10.10 Acceptance of Easement for Ingress and Egress and Joint Maintenance Agreement from and with Purdue Commons, Inc." as follows:

"Section 10.10 Easement for Ingress and Egress and Joint Maintenance Agreement from and with Purdue Commons, Inc.: Ingress and Egress is reserved for pedestrian traffic and for vehicular traffic over, through and across that certain real property known and described as "easement of ingress and egress from Purdue Commons, Inc." as the same is described on Exhibit "X" attached hereto and incorporated herein by reference as the same may from time to time be paved and intended for such purposes, for all Unit owners, their guests, invitees and lessees, the Association, the Declarant and Co-Declarant and any successors and assigns. Declarant and Co-Declarant agree that the easement of ingress and egress from Purdue Commons, Inc. shall be a common element as that term is defined in the Declaration and any and all expenses for the maintenance, upkeep, liability insurance and repair arising from the use of the easement of ingress and egress from Purdue Commons, Inc. shall be treated as a common expense as that term is defined in the Declaration. The Declarant and Co-Declarant acknowledge that the easement of ingress and egress from Purdue Commons, Inc. is a non-exclusive easement of ingress and egress and that the easement may also be used by the owners, guests, invitees, lessors and Declarant of Purdue Commons's office complex.

5. Article XXV entitled "Amendment" is amended as follows:

ARTICLES XXV AMENDMENT. Except as is otherwise specifically authorized herein, and as authorized by N.C.G.S. § 47C-2-117, this Declaration may be amended only by the vote of the owners of Units to which at least sixty-seven percent (67%) of the ownership of the Association is allocated, together with the consent of their respective mortgagees, cast in person or by proxy at a meeting duly held in

accordance with the provisions of the By-Laws. Except as provided for by the terms of this Declaration, to include without exception, Article IV entitled "Additional Real Estate" any amendment which amends or alters the percentage of allocated interests of any Unit in the Common Elements, increases the number of Units, changes the boundaries of any Unit, creates or increases special Declarant rights or changes the use to which any Unit is restricted, shall require the written approval of all Owners, together with the consent of all their respective Mortgagees. No amendment to the Declaration shall be effective until executed on behalf of the Association by any officer designated for that purpose or, in the absence of designation, by the president of the Association, and recorded in the Office of the Register of Deeds of Cumberland County, North Carolina. No amendment to this Declaration shall be adopted or passed which shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. No amendment to this Declaration shall be adopted or passed which shall impair or prejudice the rights of Declarant provided for in the Condominium Documents, without the prior written consent of Declarant.

6. Articles XIX entitled "Miscellaneous" is amended by adding to Article XIX the following new section entitled "Section 19.6 Subordination by Centura Bank, a North Carolina banking corporation to the Declaration" as follows:

Section 19.6 Subordination of Centura Bank to Declaration: Centura Bank, a North Carolina banking corporation, with offices in Fayetteville, North Carolina executes this Amendment to Declaration of Condominium of Breezewood Place Condominium for the sole, limited and specific purpose of subordinating the Deed of Trust and Security Agreement now held by Centura Bank and encumbering the real property and improvements known as "Phase Five Breezewood Place Condominiums" said Deed of Trust and Security Agreement being recorded at Book 4700, Page 0448 Cumberland County Registry to the terms and conditions of the Declaration of Condominium of Breezewood Place Condominium, as amended and to the easement of ingress and egress from Purdue Commons, Inc. as reserved by Purdue Commons, Inc. and more specifically described in paragraph 4 above.

7. Except as specifically amended, all terms and provisions of the Declaration of Condominium of Breezewood Place Condominium remains in full force and effect.

8. Breezewood Place Condominium Association, Inc. and Branch Banking & Trust Company, a North Carolina State banking corporation, join in the execution of this Amendment to Declaration of Condominium of Breezewood Place Condominium for the sole and limited purpose of expressing their respective consent to this amendment.

IN WITNESS WHEREOF, the undersigned parties have caused this Declaration to be duly executed and sealed this 21 day of January, 1998.

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DECLARANT:

BREEZEWOOD ASSOCIATES, LLC

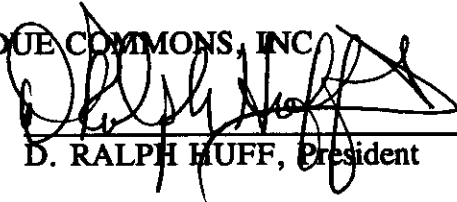
BY:  (SEAL)  
D. RALPH HUFF, Member-Manager

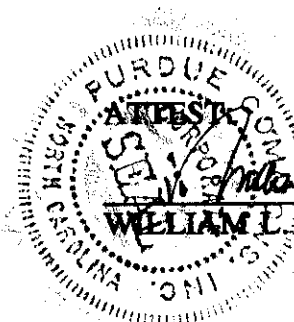
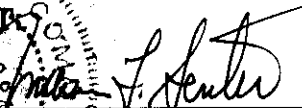
BY:  (SEAL)  
W. LYNDON TIPPETT, Member

BY:  (SEAL)  
HAROLD D. TYNDALL, Member

CO-DECLARANT:

PURDUE COMMONS, INC

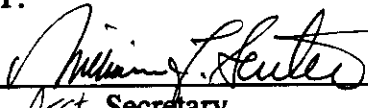
BY:  (SEAL)  
D. RALPH HUFF, President

  
  
WILLIAM L. SENTER, Secretary

BREEZEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

BY:  (SEAL)  
W. LYNDON TIPPETT, President

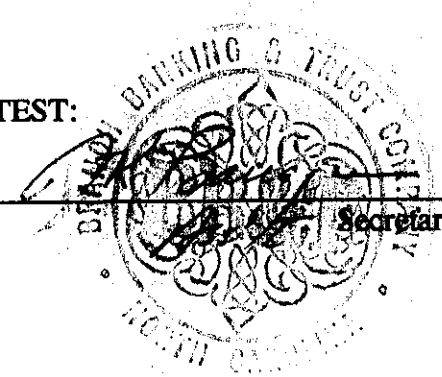

ATTEST:

  
Asst. Secretary

BRANCH BANKING & TRUST COMPANY, a North Carolina state banking corporation

BY:  SVP (SEAL)

ATTEST:

  
  
Secretary

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CENTURA BANK, a North Carolina banking corporation

BY: Jeffrey D Miller (SEAL)  
JEFFREY D. MILLER, Vice President

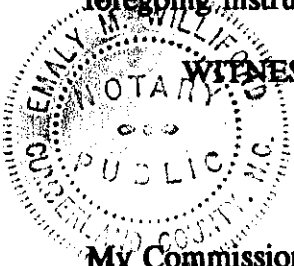
ATTEST:

Ann J. Meas  
Assistant Secretary

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STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Emily M. Williford, a Notary Public, do hereby certify that D. RALPH HUFF, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Seal this 21 day of January, 1998.



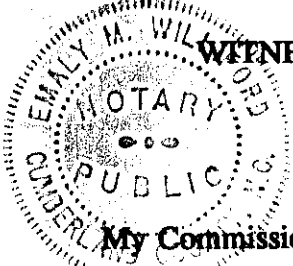
Emily M. Williford  
NOTARY PUBLIC

My Commission Expires: 12-14-00

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STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Emily M. Williford, a Notary Public, do hereby certify that W. LYNDO TIPPETT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Seal this 21 day of January, 1998.



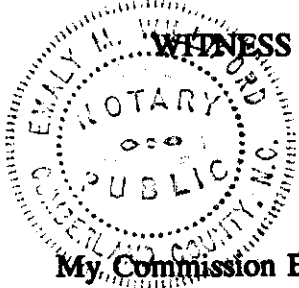
Emily M. Williford  
NOTARY PUBLIC

My Commission Expires: 12-14-00

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STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Emily M. Williford a Notary Public, do hereby certify that HAROLD D. TYNDALL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Seal this 21 day of January, 1998.



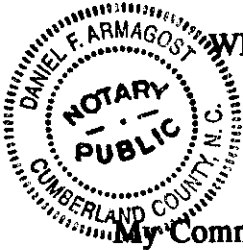
Emily M. Williford  
NOTARY PUBLIC

My Commission Expires: 12-14-00

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STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, DANIEL F. ARMAGOST, a Notary Public, do hereby certify that William L. Senter personally appeared before me this day and acknowledged that he is <sup>ASST.</sup> Secretary of Perdue Commons, Inc., a Corporation, and that by authority duly given and 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 himself as <sup>ASST.</sup> Secretary.

WITNESS my Hand and Seal this 26 day of January, 1998.



Dan F. Armagost  
NOTARY PUBLIC

My Commission Expires: 10 April 1999

JOINDER AND CONSENT OF TRUSTEE  
AND BENEFICIARY/MORTGAGEE

CENTURA BANK and JEFFREY D. MILLER, as Trustee, join in the execution of this "AMENDMENT TO DECLARATION OF CONDOMINIUM OF BREEZEWOOD PLACE CONDOMINIUM" for the sole purpose of subjecting, submitting and subordinating any and all right, title and interest in the property known as BREEZEWOOD PLACE CONDOMINIUM, at Book 4574, Page 404 and as Amended at Book 4794, Page 425, Cumberland County Registry, North Carolina, that they have, or either of them has, or may have, by virtue of that Deed of Trust recorded in Book 4700, Page 0448, Cumberland County Registry, to said DECLARATION OF CONDOMINIUM OF BREEZEWOOD PLACE CONDOMINIUM and this Amendment and every provision hereof.

IN WITNESS WHEREOF, CENTURA BANK has caused this JOINDER AND CONSENT to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 22 day of January, 1998; and JEFFREY D. MILLER, as Trustee, has hereunto set his hand and seal, this 22 day of January, 1998.

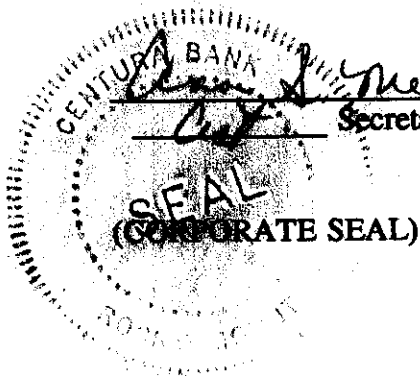
Jeffrey D. Miller (SEAL)  
JEFFREY D. MILLER, TRUSTEE

CENTURA BANK

BY: David E. Hooper  
Vice President

ATTEST:

David E. Hooper  
Secretary



NORTH CAROLINA

CUMBERLAND COUNTY

I, Deborah P. Thomas, a Notary Public of said County and State do hereby certify that Ann S. Mears personally appeared before me this day and acknowledged that she is Asst Secretary of CENTURA BANK, a North Carolina Banking Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument as signed in its name by its Vice President, sealed with its corporate seal, and attested by its Asst Secretary.

WITNESS my hand and notarial seal, this 22nd day of January, 1998.



Deborah P. Thomas  
Notary Public

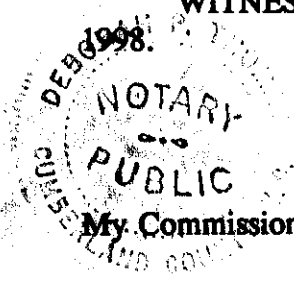
My Commission Expires: 3-06-01

NORTH CAROLINA

CUMBERLAND COUNTY

I, Deborah P. Thomas, a Notary Public of said County and State do hereby certify that JEFFREY D. MILLER, TRUSTEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 22nd day of January,



Deborah P. Thomas  
Notary Public

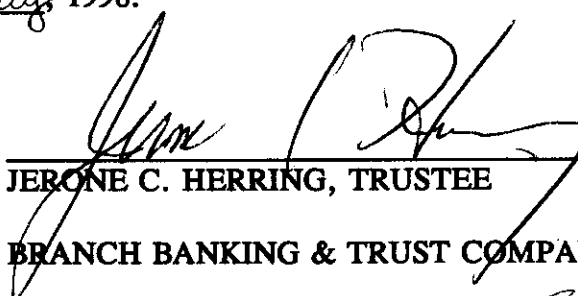
My Commission Expires: 3-06-01



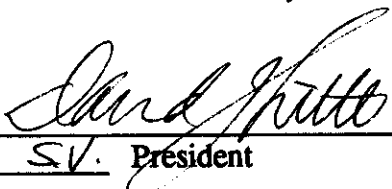
JOINDER AND CONSENT OF TRUSTEE  
AND BENEFICIARY/MORTGAGEE


BRANCH BANKING & TRUST COMPANY and JERONE C. HERRING, as Trustee, join in the execution of this "AMENDMENT TO DECLARATION OF CONDOMINIUM OF BREEZEWOOD PLACE CONDOMINIUM" for the sole purpose of subjecting, submitting and subordinating any and all right, title and interest in the property known as BREEZEWOOD PLACE CONDOMINIUM, as recorded at Book 4574, Page 404 and as Amended at Book 7727, Page 425, Cumberland County Registry, North Carolina, that they have, or either of them has, or may have, by virtue of that Deed of Trust recorded in Book 4700, Page 448, Cumberland County Registry, to said DECLARATION OF CONDOMINIUM OF BREEZEWOOD PLACE CONDOMINIUM and this Amendment and every provision hereof.

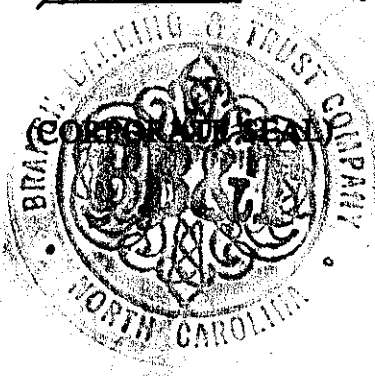
IN WITNESS WHEREOF, BRANCH BANKING & TRUST COMPANY has caused this JOINDER AND CONSENT to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 22 day of January, 1998; and JERONE C. HERRING, as Trustee, has hereunto set his hand and seal, this 22 day of January, 1998.

  
\_\_\_\_\_  
JERONE C. HERRING, TRUSTEE (SEAL)  
BRANCH BANKING & TRUST COMPANY

ATTEST:

BY:   
\_\_\_\_\_  
S.V. President

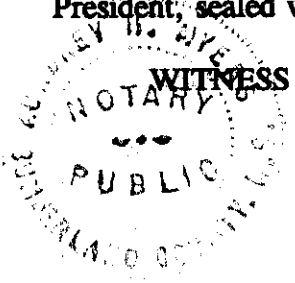
  
\_\_\_\_\_  
ASB Secretary



NORTH CAROLINA  
CUMBERLAND COUNTY

I, Aundrey H. Myers, a Notary Public of said County and State do hereby certify that FRANK H. Barragan personally appeared before me this day and acknowledged that he is Asst. Secretary of BRANCH BANKING & TRUST COMPANY, a North Carolina Banking Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument as signed in its name by its Sr. Vice President, sealed with its corporate seal, and attested by its Asst. Secretary.

WITNESS my hand and notarial seal, this 22 day of January, 1998.



Aundrey H. Myers  
Notary Public

My Commission Expires: 4/8/2000

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NORTH CAROLINA  
FORSYTH  
CUMBERLAND COUNTY

I, Lou Ann C. Eddleman, a Notary Public of said County and State do hereby certify that JERONE C. HERRING, TRUSTEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 23<sup>rd</sup> day of January, 1998.

Lou Ann C. Eddleman  
Notary Public



My Commission Expires: 01/30/2001

The foregoing Certificate(s) of Emaly M. Williford, Daniel J. Armagost, Deborah P. Thomas, Aundrey H. Myers, Lou Ann C. Eddleman,

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.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,  
Deputy / Assistant Register of Deeds

EXHIBIT "B"

**BEGINNING** at a point lying in the southern right-of-way margin of Breezewood Avenue, said point furthermore being described as the northwest corner of Purdue Commons as recorded in Plat Book 89, Page 176 Cumberland County, North Carolina Registry and proceeding;

thence with the western line of the aforementioned Purdue Commons South 08 degrees 20 minutes 42 seconds East, 250.27 feet to a point;

thence South 04 degrees 54 minutes 32 seconds East, 23.12 feet to an existing iron;

thence South 81 degrees 49 minutes 05 minutes West, 99.06 feet to an existing iron;

thence with the extension of the eastern line of Lot 153, Plat Book 8, Page 5 and the eastern line itself, North 08 degrees 15 minutes 00 seconds West, 272.92 feet to an existing iron lying in the southern right-of-way margin of Breezewood Avenue;

thence with said right-of-way margin, North 81 degrees 34 minutes 11 seconds East, 99.99 feet to the point of beginning and containing 0.628 acres more or less.

Being subject to easements as may appear of record.

**EXHIBIT "X"**

**BEGINNING** at the northwest corner of Tract-3 as recorded in Plat Book 89, Page 176 Cumberland County, North Carolina Registry, said beginning corner being in the southern right-of-way margin of Breezewood Avenue and running with said right-of-way margin North 81 degrees 33 minutes 24 seconds East, 25.00 feet to a point;

thence on a line parallel with and 25 feet east of the western line of said Tract-3 South 08 degrees 20 minutes 42 seconds East, 205.17 feet to a point;

thence North 81 degrees 40 minutes 02 seconds East, 163.00 feet to a point in the western right-of-way of Purdue Drive;

thence with said right-of-way margin of Purdue Drive South 08 degrees 19 minutes 58 seconds East, 25.00 feet to a point;

thence leaving the road and running South 81 degrees 40 minutes 02 seconds West, 188.00 feet to a point in the western line of Tract-3 as referenced above;

thence with said western line of Tract-3 North 08 degrees 20 minutes 42 seconds West, 230.14 feet to the point of beginning.

And being a 25 foot wide easement across Tracts 3 and 4 of the property described in Plat Book 89, Page 176 for ingress, egress and regress.