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RECORDED & VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS
AND
BYLAWS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS P.O.A., INC.

000137

THIS DECLARATION AND BYLAWS, made on the 2nd day of January, 1999, by
MASONIC PARTNERS, L.L.C., a North Carolina Limited Liability Company, hereinafter
called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of
Wilmington, New Hanover County, North Carolina, and more particularly described as
follows:

Unit 1, 19-21 N FRONT ST CONDOMINIUM as more
particularly described upon Exhibit A hereto
attached, and is incorporated by reference.

WHEREAS, the Declarant desires to dedicate Unit 1 to individual condominium
ownership as shown on Exhibit B-2.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described
in Exhibit "A" and shown on Exhibit B-2 hereto attached and incorporated by reference, shall
be and the same is hereby dedicated to individual condominium ownership pursuant to Chapter
47C of the General Statutes of North Carolina as amended, as hereinafter provided and to that
end does hereby publish and declare that all of the said property to be known as "MASONIC
PARTNERS N. FRONT ST. CONDOMINIUMS" shall be held, sold and conveyed subject to

the following easements, restrictions, covenants, conditions, uses and obligations which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties have any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PART 1

DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following words and terms shall have the following meanings:

Section 1. Act. The North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.

Section 2: Additional Real Estate. The real estate described in Exhibit A, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate, all or portions of which if owned and developed, or acquired and developed by the Declarant, may be annexed to this Condominium in one or more phases, by Supplemental Declaration, as herein provided.

Section 3: Allocated Interests. The undivided interests in the Common Elements, the common expense liability, and in the Association allocated to each unit.

Section 4: Assessment. A share of the funds required to the payment of common expenses which from time to time is assessed against the unit owner by the Association.

Section 5: Association. The non-profit Corporation to be known as **MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS P.O.A., INC.**, the entity responsible for the operation of the condominium pursuant to the Act, which entity includes both the unit owners acting as a group in accordance with the Bylaws and Declaration.

Section 6: Building(s). The building fronting on North Front Street, known as the "Front" building and located on five levels herein designated as "Level A1, Level A2, Level A3, Level A4 and existing roof level of A4, which is designated as limited common element for exclusive use of the owner of Unit 5 (Level A5), and Level A5", above the ground, and a basement level herein designated as "Level B1", below ground level, and is constructed of steel frame and masonry, herein converted to condominium ownership. The Building as herein defined consists of all of Unit 1, 19-21 N FRONT ST CONDOMINIUM, as set forth in Declaration of Covenants, Conditions and Restriction of 19-21 N Front St Condominium, as provided and defined in said document recorded in Book 2507, at Page 760, and as shown on Condominium Plat Map 11, at Pages 218 to 219, in the New Hanover County Registry. All Condominium Units of **MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS** are apportioned out of and consist of the entirety of Unit 1, 19-21 N FRONT ST CONDOMINIUM, and all units are subject to the Covenants, Conditions and Restrictions of that Condominium Declaration, in addition to such provisions as contained herein.

Section 7: Bylaws. The bylaws of the association.

Section 8: Common Elements. All portions of the condominium other than the units.

Section 9: Common Expenses. Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

Section 10: Common Expense Liability. The liability for common expenses allocated to each unit pursuant to the Act and this Declaration.

Section 11: Condominium. The condominium means **MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS** and any additions annexed thereto by supplemental declarations. Upon the recording of this Declaration the term Condominium, as used herein, includes only that real estate described upon Exhibit A attached hereto, being all of Unit 1 as shown on Exhibit A, and is submitted to condominium ownership by this Declaration, and any additions thereto annexed by Supplemental Declaration.

Section 12: Declarant. Means **MASONIC PARTNERS, L.L.C.**, its heirs, successors and assigns.

Section 13: Declaration. This Declaration of Covenants, Conditions and Restrictions, as it may be from time to time amended or supplemented.

Section 14: Development Rights. Those rights hereby reserved by the **Declarant** for its self, its grantees or assigns, to subdivide either unit and create or withdraw units, common elements or limited common elements within the Condominium.

Section 15: Executive Board. The body designated in the declaration to act on behalf of the Association.

Section 16: Eligible Mortgage Holder or Eligible Holders. The holder of a first mortgage or lien on a unit who has requested notice of certain matters from the Association.

Section 17: Limited Common Elements. Portions of the common elements allocated by the declaration for the exclusive use of one unit or the other unit but not both units, or, if additional units are created, portions allocated by the declaration as amended for the exclusive use of one or more, but not all of the units.

Section 18: Member. Every person or entity who holds membership in the Association.

Section 19: Owner. The record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Property, together with an undivided interest in the common elements as hereinafter set forth, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 20: Plat. The plat or plats of the condominium recorded or to be recorded in the Office of the Register of Deeds of New Hanover County. Plat or Plats shall be re-recorded upon final construction of the separation walls to reflect the actual location of such walls and to show the true dimensions of the units.

Section 21: Property. The buildings and improvements only; herein dedicated to condominium ownership, located upon the real estate described in Exhibit "A", attached hereto and incorporated herein by reference, together with any buildings and improvements as

may be subsequently subjected to this Declaration by annexation in the manner herein provided, and any of the additional real estate described upon Exhibit A-1, which may be subsequently annexed.

Section 22: Supplemental Declaration. A document filed by Declarant to annex all or a portion of the real property and/or the buildings or improvements located thereon, described in Exhibit A-1 to this Condominium in the manner provided herein.

Section 23: Unit or Condominium Unit. A physical portion of the condominium designated for separate ownership or occupancy.

PART II**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS****ARTICLE I****GENERAL**

Section 1: Declarant hereby submits the Property to the provisions of North Carolina Condominium Act, codified as Chapter 47C of the General Statutes of North Carolina, as amended (the "Act"). The Property will be administered in accordance with the provision of the Act, the Declaration and the Bylaws.

Section 2: The name of the condominium shall be "**MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS**".

Section 3: The Property is located in the City of Wilmington, New Hanover County, North Carolina, at 19-21 North Front Street and is further described as in Exhibit "A", attached hereto. The Plat shown on Exhibit "A" shall be the plat or plats of the condominium recorded or to be recorded in the Office of the Register of Deeds of New Hanover County. Plat or Plats shall be re-recorded upon final construction of the separation walls to reflect the actual location of such walls and to show the true dimensions of the units.

Section 4: Declarant does hereby establish within the Property 8 () Units, and does hereby designate all of such units for separate ownership. Reference is hereby made to the plat for a separate description of the boundaries of each unit, identified by number, said plat being by this reference incorporated herein.

Section 5: Each owner shall be a member of the Association. Each owner shall be entitled to a vote in the association based upon such owner's percentage of square feet in the building as set forth on Exhibit C. The owners' percentage shall be adjusted by re-recording of plat or plats upon final construction of the separation walls to reflect the actual location of such walls and to show the true dimensions of the units.

Section 6: (Reserved) Easements and licenses appurtenant.

**ARTICLE II
PROPERTY RIGHTS**

Section 1: Ownership of a unit shall vest fee simple title to such unit in the owner.

Section 2: Every owner shall own an undivided interest in the common elements and shall have a right and easement of enjoyment in the common elements which shall be appurtenant to and shall pass with the title to every unit. The undivided interest of every unit owner in the common elements shall be proportionate to the total number of units in the condominium: Upon the recording of this Declaration, the owners of each unit shall own a percentage of undivided interest in the common elements as set forth on Exhibit C. The undivided interests in the common elements and the right and easement of enjoyment in such common elements are subject to the following:

- (a) ~~the use of the rooftop of Level A-2, including the deck of Level RA-3 are not included in this Declaration;~~
- (b) the Association shall have the right to suspend the voting rights of any owner for any period during which any assessment against his unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the Association shall have the right to adopt such rules and regulations as may be needed to regulate the use and enjoyment of the common elements;
- (d) ~~the use and ownership of Level 4-A roof is declared a limited common element for Unit 5, and~~
- (e) the Declarant and the Association shall have the right to dedicate or transfer, or encumber all or any part of the common elements subject to approval by the owners as provided in North Carolina General Statutes 47C-3-112.

Section 3: Any owner may delegate his right of enjoyment to the common elements to members of his family or tenants.

Section 4: Each owner of a unit originally conveyed from Declarant, subject to approval of Declarant, and the Declarant shall have the right to subdivide such originally conveyed unit, or unit owned by Declarant, into "Sub" units. Upon approval and construction such "sub" units shall have property rights as herein provided and shall be subject to Section 2, (a) through (e). Such "sub" unit owner shall have an undivided interest in the common elements proportionate to the square footage in the building provided that the total "sub" units created under this provision shall have the same total percentage of ownership interest in the common elements as did the original owner/purchaser from the Declarant. Each "sub" unit owner shall have fee simple title to such unit and shall be subject to all provisions of this Declaration of Covenants, Conditions and Restrictions. This provision applies to units as shown on Exhibit "B-2".

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: The Declarant, for each unit owned with the Property, and each owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay the Association: (1) annual assessments or charges, if any, and (2) special assessments for capital improvements, if any, such assessments to be established and collected as hereinafter provided. The liability of each owner for the common expenses of the Association shall be proportionate to such owner's square footage to the total square footage in the condominium. Any assessment levied against a unit remaining unpaid for a period of Thirty (30) days or longer shall constitute a lien on that unit when filed of record in the office of the Clerk of Superior Court of New Hanover County and shall accrue interest at a rate set by the Association not to exceed 18% per annum. The Association may bring an action at law against any owner, or foreclose the lien against the Property. Fees (including attorneys' fees), charges, late charges, fines, and interest are also enforceable as assessments.

Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any unit shall not affect the assessment lien. The sale or transfer of any unit pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3: The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of the condominium, services and facilities devoted to this purpose, and for the use and enjoyment of the common elements. The Association may also levy a special assessment payable in a manner as specified by the Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members.

Section 4: Reserved.

ARTICLE IV
PARTY WALLS

Section 1: The walls and flooring connecting adjacent units are "party walls" and are situated on, or about, the boundary line separating such units.

Section 2: All flooring and any other materials constituting any part of the walls, floors, or ceilings are a part of the common elements, pursuant to North Carolina General Statutes 47C-2-102(1), in 19-21 N FRONT ST CONDOMINIUM and not a part of this Declaration.

To the extent any duct, wire, conduit, or any other fixtures lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated exclusively to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements, pursuant to North Carolina General Statutes 47C-2-102(2).

Any decks, porches, balconies, patios and all other exterior doors and windows or other fixtures designated to serve a single unit but located outside the unit's boundaries are limited common elements allocated exclusively to that unit, pursuant to North Carolina General Statutes 47C-2-102(4). The rooftop of Level A-2, which includes the deck of Level RA-3 are limited common elements allocated to Unit 2, 19-21 N FRONT ST CONDOMINIUM, which shall be solely responsible for the upkeep and maintenance of the same, and are not a part of this Declaration.

Section 3: Each wall which is built as a part of the construction of a unit and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 5: Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 7: If any owner desires to sell his unit, such owner may, in order to assure a prospective purchaser that no adjoining unit owner has a right of contribution as provided in this Article IV, request of the adjoining unit owner a certification that no right of contribution exists, whereupon it shall be the duty of the adjoining unit owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining unit owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8: In the even of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina as then existing.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1: ~~The Association shall provide maintenance for the common elements only.~~ Each unit owner shall be responsible for all maintenance, interior for his unit, including the performance of the following, as needed: Paint, repair, replace and care of ceilings. Maintenance of exterior building surfaces, trees, shrubs, walks, and other exterior improvements are common area expenses.

Section 2: In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of an owner, his family, guests, invitees, or tenants, the cost of such maintenance, replacement, or repairs shall be subject to and become a part of the assessment to which such unit is subject.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the condominium, nor shall any exterior addition or change therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location for the same shall have been submitted to and approved in writing by the Executive Board.

The exterior color of a building cannot be changed unless the color scheme of the entire condominium is similarly changed. Any such change requires the unanimous approval of the owners at a duly called meeting at which a quorum is present.

ARTICLE VII

USE RESTRICTIONS

Section 1: Each of the units shall be used and occupied for residential purposes and/or such commercial purposes as may be permitted by the City of Wilmington Zoning ordinance for the district in which the condominium is located; the third and fourth floor are for residential use only. No other use may be made of any unit without the express written approval of the Executive Board. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred, except as herein provided.

Section 2: No noxious or offensive activity shall be conducted upon any unit nor shall anything be done thereon which may be or may become an annoyance or nuisance.

Section 3: No animals or reptiles of any kind shall be kept or maintained in any unit except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. All household pets shall be kept on a leash at all times when outside the units.

Section 4: No outside radio or television antennas, including satellite dishes or receivers, shall be erected on any unit unless and until permission for the same has been granted the executive board.

Section 5: No signs shall be permitted on or about the units unless approved by the Declarant, or the Board of Directors, or its designee.

Section 6: No restaurant exhaust fan shall be vented to discharge from any level of the Front building onto the A-2 Level roof or the RA-3 Level deck.

Section 7: No compressors or other machinery or equipment shall be located on the outside of the Front building at or above the rear of Level A-2, or on the Level RA-3 roof.

ARTICLE VIII EASEMENTS

In addition to easements and rights established and/or reserved elsewhere in this Declaration, the following easements, rights and limitations are hereby established as covenants and burdens running with the real property and the improvements thereon.

Section 1: Declarant shall have a reasonable construction easement across the entire building for the purpose of constructing improvements on the units. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may obstruct or change the flow of drainage channels in the easements.

Section 2: All units and common elements shall be subject to easements for the encroachment of improvements on adjacent units to the extent that such improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, misaligned common wall foundation footings and walls, provided such encroachment does not interfere with the reasonable use of the common elements or units so encroached upon.

Section 3: Declarant shall have a reasonable construction easement across the common elements for the purpose of constructing improvements on the units. Declarant shall also have such easements through the common elements as may be reasonably necessary for the purpose of discharging a declarant's obligations or exercising special Declarant's rights as provided herein.

Section 4: The Declarant reserves the right to grant easements for utilities to service the project which may or may not be recorded prior to sale and conveyance of the first unit. The Declarant also reserves, for itself, its successors and assigns, non-exclusive and alienable easements over all drive ways, access ways, and parking lots for access to other areas in Block 164, which are owned or hereafter acquired by Declarant for purposes of development.

Section 5: All easements granted herein are appurtenant to and shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, the Association, owners, occupants, and mortgage holders, and any other person or entity having an interest in the condominium.

ARTICLE IX

GENERAL PROVISION

Section 1: All powers granted in the Declaration or the Bylaws to the Association shall be exercisable by the Executive Board, except as expressly provided in the Declaration, the Bylaws, or the Act.

Section 2: The Association may adopt and enforce reasonable rules and regulations not in conflict with the Declaration and supplementary thereto, as more fully provided in the Bylaws.

Section 3: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Bylaws and Articles of Incorporation of the Association. Failure by the Association to enforce any covenant or restrictions therein shall in no event be deemed a waiver of the right to do so thereafter.

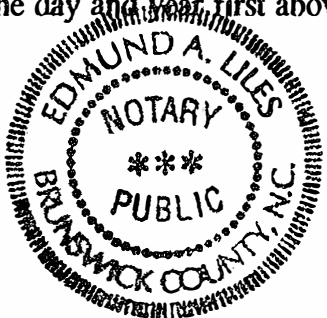
Upon notice to the Association of a violation hereunder and a failure of the Association to take action upon said violation within 90 days, any unit owner, or other holder of an interest in the condominium may undertake the enforcement of the provisions of the Declaration at his own expense.

Section 4: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of Twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years. Provided, however, that this Declaration may be amended during the first Twenty (20) year period, or any subsequent period by an instrument signed by 100% of the unit owners. Any amendment must be recorded.

Section 6: The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and adopted as his seal the word "(SEAL)" that appears at the end of the signature line above his typed name, all as of the day and year first above written.



MASONIC PARTNERS, L.L.C.

[Signature] (SEAL)
JOHN V. SUTTON, JR.

[Signature] (SEAL)
TERI L. SUTTON

STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

I, a Notary Public for the aforesaid county and state, do hereby certify that JOHN V. SUTTON, JR., and TERI L. SUTTON, personally appeared before me this date and acknowledged the execution of the foregoing document. Witness my hand and official seal this 2nd day of February, 1999.

My Commission Expires:
9-23-2001

[Signature]
NOTARY PUBLIC

PART III
BYLAWS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS P.O.A., INC.

ARTICLE I
MEETINGS OF MEMBERS

Section 1: 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 and the same month of each year thereafter.

Section 2: Special meetings of the members may be called at any time by the president or the executive board, or upon written request of 51% (%) percent of the members, pursuant to North Carolina General Statutes 47C-3-108.

51% statute says 20% or less

Section 3: Written notice of each meeting shall be given by, or at the direction of, the Secretary or person(s) authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least Ten (10) days and not more than Fifty (50) days before such meeting to each member as provided in 47C-3-108.

Section 4: Within Thirty (30) days after adoption of any proposed budget for the condominium, the executive board shall provide a summary of the budget for the condominium, the executive board shall provide a summary of the budget to all the unit owners. The budget shall be considered at a meeting of the unit owners as set forth in North Carolina General Statutes 47C-3-103(c).

Section 5: The presence at the meeting of members or proxies entitled to cast 51% (%) percent of the votes shall constitute a quorum for any action except as otherwise provided by law.

Section 6: Each owner shall be entitled to a vote in the Association based upon such owner's percentage of square footage in the building as set forth on Exhibit C to the Declaration. The owners' percentage shall be adjusted by re-recording of plat or plats upon final construction of the separation walls to reflect the actual location of such walls and to show the true dimensions of the units.

Section 7: Pursuant to North Carolina General Statutes 47C-3-110, votes allocated to a unit may be cast pursuant to a dated written proxy signed by a unit owner. A unit owner may not revoke a proxy except by written notice delivered to the person presiding over a meeting of the Association. A proxy terminates One (1) year after its date, unless it specifies a shorter term.

ARTICLE II

OFFICERS AND EXECUTIVE BOARD;

SELECTION; TERM OF OFFICE

Section 1: The affairs of the Association shall be managed by an Executive Board of Three (3) members, who shall be entitled to act on behalf of the Association. Subject to the initial period of declarant control as set forth in Article I of the Declaration, nomination for election of the Executive Board shall be made from the floor at the annual meeting. Election shall be by secret written ballot and by a majority of the unit owners when a quorum is present.

Cumulative voting is not permitted.

Section 2: At the first annual meeting following the recording of this Declaration, Three (3) Executive Board members shall be elected to serve until the following annual meeting.

Section 3: Any Executive Board member, except those appointed by the declarant, may be removed in accordance with North Carolina General Statutes 47C-3-103(b). In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the members voting at a meeting when a quorum is present.

Section 4: No Executive Board member shall receive compensation for any service he may render to the Association. However, with the prior approval of the Executive Board, any

Executive Board member may be reimbursed for actual expenses incurred in the performances of his duties.

Section 5: The Executive Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining with written consent of all the Executive Board members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Executive board.

ARTICLE III

MEETINGS OF EXECUTIVE BOARD

Section 1: Meetings of the Executive Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Special meetings of the Executive Board may be called by any member of the Executive Board, not less than Five (5) days notice to each Executive Board member or to the person or entity designated in writing by each member to receive such notice.

Section 2: A majority of the Executive Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board members present at a duly held meeting shall be regarded as the act of the board.

ARTICLE IV

POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1: Subject to the provisions contained herein and applicable law, the Executive Board shall have the power and authority to exercise all the rights of the Association, including, but not limited to:

- (a) Adopt rules and regulations governing the use of the common area and facilities, the personal conduct of the members and their guests thereon, and establish penalties of the infraction thereof:
- (b) Suspend the voting rights 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 infraction of published rules and regulations;

(c) Declare the office of member of the Executive Board to be vacant in the event that such member or his designated representative shall be absent from Three (3) consecutive regular meetings of the Executive Board;

(d) Employ a manager, an independent contractor, or other employees as they deem necessary, with unanimous approval of unit owners and prescribe their duties; provided always, any contract for professional management must contain a clause requiring not more than 90 days termination notice;

(e) Procure, maintain and pay premiums on an insurance master policy(s), including, Hazard, Liability, Flood and such other insurance as deemed necessary by the Executive Board, and equitably assess the owners of the same for their prorata portion of such expense.

(f) Impose and receive any payments, fees, or charges for the use, rental, or operation for the common elements other than for service provided to unit owners;

(g) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(h) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(i) 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 hereafter have or exercise.

Section 2: It shall be the duty of the Executive Board to:

(a) cause the common elements to be maintained, repaired, and replaced as necessary, and to assess the unit owners to recover the cost of the upkeep of the common elements.

(b) serve as the architectural committee;

- (c) keep a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by any one of the members;
- (d) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (e) fix the amount of the annual assessment at least Thirty (30) days in advance of each annual assessment period pursuant to the provisions set forth in the declaration and North Carolina General Statutes 47C-3-103(c);
- (f) send written notice of each assessment to every owner at least Thirty (30) days in advance of each annual assessment period;
- (g) 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.
- (h) issue, or have issued, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (i) procure and maintain, at all times, adequate hazard insurance on the property owned by the Association and all property for which the Association has the duty to maintain, and sufficient liability insurance to adequately protect the Association as provided in North Carolina General Statutes 47C-3-113; and
- (j) cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V
OFFICERS AND THEIR DUTIES

Section 1: The officers of this Association shall be a President, Vice President, and Secretary/Treasurer. The officers shall be appointed by the Executive Board from among the members of the Executive Board.

Section 2: (a) The **President** shall preside at all meetings of the Executive Board; see that orders and resolutions of the Executive Board are carried out; sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The **Vice President** shall act in the place 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 Executive Board.

(c) The **Secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the executive board and of the members; keep appropriate current records showing the members of the Association together with their addresses; prepare, execute, certify, and record addresses; prepare, execute, certify, and record amendments to the declaration on behalf of the Association; and perform such other duties as required by the Executive Board.

(d) The **Treasurer** shall receive and deposit in appropriate bank accounts all money of the Association and disburse such funds as directed by the Executive Board; sign all checks and promissory notes (such checks and promissory notes to be co-signed by the President) 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 each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy to each member.

BOOK PAGE
2516 0479

**ARTICLE VI
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 or a mortgagee of any member. The Articles of Incorporation and the Declaration and Bylaws 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 VII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumferences the words: "MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS P.O.A., INC." and the words: "CORPORATE SEAL - 1999" in the center thereof.

**ARTICLE VIII
AMENDMENTS TO BYLAWS**

Section 1: These bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of the members.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and adopted as his seal the word "(SEAL)" that appears at the end of the signature line above his typed name, all as of the day and year first above written.

MASONIC PARTNERS, L.L.C.


_____(SEAL)
JOHN V. SUTTON, JR.

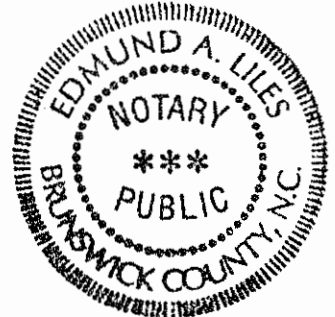

_____(SEAL)
TERI L. SUTTON

STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

I, a Notary Public for the aforesaid County and State, hereby certify that JOHN V. SUTTON, JR., and TERI L. SUTTON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and stamp or seal this 2nd day of February, 1999

[Signature]
Notary Public



My Commission Expires:

9-23-2001

CERTIFICATION

I, the undersigned, do hereby certify: That I am the duly elected and acting Secretary of MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS P.O.A., INC., a non-profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Board of Directors thereof, at the meeting held on the 2 day of February, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of February, 1999.

MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS P.O.A., INC.

By: [Signature]
SECRETARY

STATE OF NORTH CAROLINA
New Hanover County

The Foregoing/ Annexed Certificate(s) of
EDMUND A LILES

Notary (Notaries) Public is/ are certified to be correct.

This the 4 day of FEB 1999

Mary Sue Oots, Register of Deeds

by [Signature]

P. 102

2516

0493

STATE OF NORTH CAROLINA



Department of The
Secretary of State

99 FEB 4 PM 12 31

RECORDED & VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

To all whom these presents shall come, Greetings

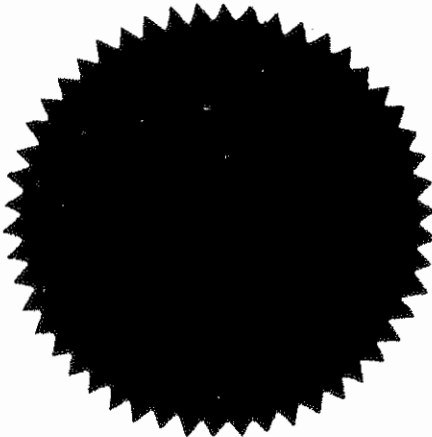
I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

000139

ARTICLES OF ORGANIZATION
OF
SUTTON & SUTTON, L.L.C.

the original of which was filed in this office on the 27th day of January, 1999.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of January, 1999.



Elaine F. Marshall

Secretary of State

8 ✓

2000 MAR 15 AM 9: 25

BOOK

PAGE

2718

0739

Prepared by: (and Return To)
Edmund A. Liles
Attorney at Law

RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS AND BYLAWS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS P.O.A., INC.

THIS DECLARATION, made this the 2nd day of February, 2000,
by MASONIC PARTNERS, L.L.C., a North Carolina Limited Liability Company, hereinafter
referred to collectively as "Declarant":

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in the City of
Wilmington, New Hanover County, North Carolina, and more particularly described as
follows:

000019

UNIT 1, 19-21 N. FRONT ST. CONDOMINIUM as more
particularly described upon Exhibit "A" attached
to the Declaration of Covenants, Conditions and
Restrictions of Masonic Partners N. Front St.
Condominiums and Bylaws of Masonic Partners N.
Front St. Condominiums P.O.A., Inc., recorded in
Book 2516 at Page 0458, New Hanover County Registry.
and is incorporated herein by reference.

WHEREAS, Declarant wishes to amend said Declaration of Covenants, Conditions and
Restrictions of Masonic Partners N. Front St. Condominiums and Bylaws of Masonic Partners
N. Front St. Condominiums P.O.A., Inc., recorded in Book 2516 at Page 0458, New
Hanover County, North Carolina Registry, and hereinafter referred to as "Declaration".

NOW THEREFORE, the Declarant does hereby amend said "Declaration" as follows:

ARTICLE VII, USE RESTRICTIONS is amended to read:

Section 1: Each of the units shall be used and occupied for residential purposes and/or
such commercial purposes as may be permitted by the City of Wilmington Zoning ordinance
for the district in which the condominium is located. No other use may be made of any unit
without the express written approval of the Executive Board. No unit may be divided or
subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as
herein provided.

IN TESTIMONY WHEREOF, the individual parties and Member/Managers set their
hands and seals this 2nd day of February, 2000.

MASONIC PARTNERS, L.L.C.

John V. Sutton, Jr.
JOHN V. SUTTON, JR., MEMBER/MANAGER

Teri L. Sutton
TERI L. SUTTON, MEMBER/MANAGER

STATE OF NORTH CAROLINA, COUNTY OF Montgomery

I, a Notary Public for the aforesaid County and State, hereby certify that JOHN V. SUTTON, JR., and TERI L. SUTTON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and stamp or seal this 2nd day of February 2000

Heather D. Ellis
Notary Public

My Commission Expires:

Sept. 7, 2003



*member/managers of Masonic Partners, LLC.

STATE OF NORTH CAROLINA
New Hanover County

The Foregoing/ Annexed Certificate(s) of

Heather D. Ellis

Notary (Notaries) Public is/ are certified to be correct.

This the 15 day of Mar 2000
Mary Sue Oots, Register of Deeds

by Patricia Barnes
Deputy/Assistant

287

2000 JUL 28 PM 1:44

BOOK PAGE
2782 0511

Prepared By: Alan M. Solana
Attorney At Law
210 Princess Street
Wilmington, NC 28401

RECORDED AND VERIFIED
MARY SUE GIBBS
REGISTERED CLERK
WILMINGTON, NC

TURNED TO

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS AND BYLAWS OF
MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS P.O.A., INC.

000129

THIS AMENDMENT made this 26th day of July, 2000 by the undersigned unit owners of
MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS, hereinafter referred collectively as
"Unit Owners".

WITNESSETH

WHEREAS, the Unit Owners are the owners of certain units of Masonic Partners N. Front
St. Condominiums, located in the City of Wilmington, New Hanover County, North Carolina; and

WHEREAS, the Unit Owners desire to amend said Declaration of Covenants, Conditions
and Restrictions of Masonic Partners N. Front St. Condominiums and Bylaws of Masonic Partners
N. Front St. Condominiums P.O.A., Inc., recorded in Book 2516 at Page 0458, New Hanover
County Registry of Deeds, North Carolina, and hereinafter referred to as "Declaration"; and

WHEREAS, the Declaration, Article II, Section 2(e) permits the rights to dedicate or transfer
common elements of the condominium; and

WHEREAS, the Declaration, Article II, Section 4 permits the subdivision of units into sub-
units.

643863

NOW, THEREFORE the Unit Owners do hereby amend said Declaration as follows:

1. Unit 1 is hereby subdivided into sub-units 1A, 1B, 1C, 1D, 1E and 1F according to the plats and plans thereof duly recorded in Condominium Plat Book 11 at Page 232 as amended in Plat Book 11 at Page 281, New Hanover County Registry of Deeds.
2. Unit 3A is hereby subdivided into sub-units 3A-1, 3A-2, 3D-1 and 3D-2 according to the plats and plans thereof duly recorded in Condominium Plat Book 12 at Page 44, aforesaid Registry of Deeds.
3. Unit 3C is hereby subdivided into sub-units 3C-1 and 3C-2 according to the plats and plans thereof duly recorded in Condominium Plat Book 11 at Page 299, aforesaid Registry of Deeds.
4. Unit 4 is hereby subdivided into sub-units 4A and 4B according to the plats and plans thereof duly recorded in Condominium Plat Book 11 at Page 299, aforesaid Registry of Deeds. Unit 4 is further subdivided into sub-unit 4C-1 according to the plat, and plans thereof, duly recorded in Condominium Plat Book 12, at Page 44, aforesaid Registry of Deeds.
5. The units and their percentage of ownership interest in the common elements is hereby amended as follows:

Unit 1A	4.948272
Unit 1B	7.993575
Unit 1C	5.692560
Unit 1D	1.870257
Unit 1E	.400769
Unit 1F	4.173999
Unit 2	18.238859
Unit 3A-1	1.3289590
Unit 3A-2	.9357759
Unit 3D-1	1.3210954
Unit 3D-2	1.5779750
Unit 3B	5.2145355

Unit 3C-1	2.1922129
Unit 3C-2	2.1492283
Unit 4A	2.2470956
Unit 4B	2.1744078
Unit 4C-1	.6541914
Unit 5	11.916268
Unit Basement	24.969962

IN TESTIMONY WHEREOF, the Unit Owners set their hands and seals the year and date first above written.

MASONIC PARTNERS, LLC

By: [Signature] (SEAL)
John V. Sutton, Jr., Member/Manager

By: [Signature] (SEAL)
Teri L. Sutton, Member/Manager

Owner of Units 1B, 1E, Basement Unit and 4C-1,
Maonic Partners N. Front St. Condominiums

STATE OF NORTH CAROLINA

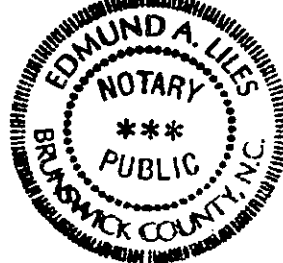
COUNTY OF BRUNSWICK

I, EDMUND A. LILES a Notary Public of the County and State aforesaid,
do hereby certify that John V. Sutton, Jr., and Teri L. Sutton, Member/Managers of MASONIC
PARTNERS, LLC, a North Carolina limited liability company, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 27th day of July, 2000.

[Signature]
Notary Public

My Commission Expires:
9/23/2001



FRONT STREET THEATER, LLC

By: [Signature] (SEAL)
Member/Manager

By: [Signature] (SEAL)
Member/Manager

Owner of Unit 5, Masonic Partners N. Front St.
Condominiums

STATE OF NORTH CAROLINA

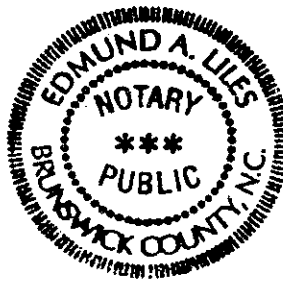
COUNTY OF BRUNSWICK

I, EDMUND A. LILES a Notary Public of the County and State aforesaid,
do hereby certify that John V. Sutton, Jr. & Teri L. Sutton Member/Managers
of FRONT STREET THEATER, LLC, a North Carolina limited liability company, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 27th day of July, 2000.

[Signature]
Notary Public

My Commission Expires:
9/23/01



SUTTON/SUTTON, LLC

By: [Signature] (SEAL)
Member/Manager

By: [Signature] (SEAL)
Member/Manager

Owner of Unit 2, Masonic Partners N. Front St.
Condominiums

STATE OF North Carolina

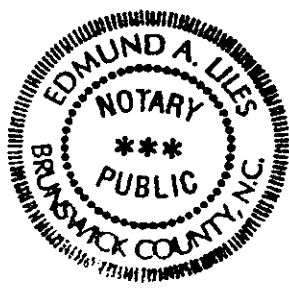
COUNTY OF Brunswick

I, Edmund A. Liles a Notary Public of the County and State aforesaid,
do hereby certify that John V. Sutton, Jr. & John V. Sutton,
Member/Managers of SUTTON/SUTTON, LLC, a North Carolina limited liability company,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and seal this 27th day of July, 2000.

[Signature]
Notary Public

My Commission Expires:
9/23/2001





WINDFALL PARTNERS, INC.

By: [Signature]
President

ATTEST:

By: [Signature]
Asst. Secretary

(AFFIX CORPORATE SEAL)

Owner of Unit 3B, Masonic Partners N. Front
St. Condominiums

STATE OF NC

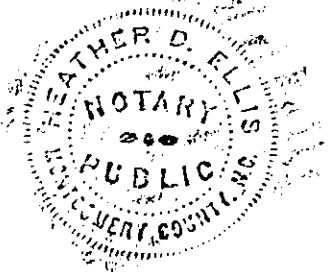
COUNTY OF Brunswick & Montgomery

I, Heather D. Ellis, a Notary Public of the State and County aforesaid, certify that Judy M. Giles personally came before me this day and acknowledged that she is ~~Asst~~ ^{Asst} Secretary of WINDFALL PARTNERS, INC., and that by the 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/herself as its ^{Asst} Secretary.

Witness my hand and official seal this 27 day of July, 2000

[Signature]
Notary Public

My Commission Expires:
Sept. 7, 2003



STEVE HARDEN, INC.

By: [Signature], President

ATTEST:

By: [Signature], Secretary



Owner of Units 4A and 4B, Masonic Partners N. Front St. Condominiums

STATE OF N.C.

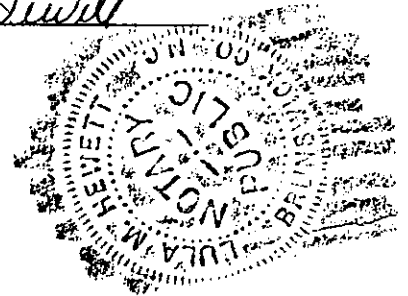
COUNTY OF Brunswick

I, Lula m. Hewett, a Notary Public of the State and County aforesaid, certify that Amanda Fulford personally came before me this day and acknowledged that she is the Secretary of STEVE HARDEN, INC., and that by the 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/herself as its Secretary.

Witness my hand and official seal this 26 day of July, 2000

[Signature]
Notary Public

My Commission Expires:
4/5/2005



Stuart F. Cooke (SEAL)
Stuart F. Cooke, individually

Tabetha R. Cooke (SEAL)
Tabetha R. Cooke, individually

Owner of Units 1C, 3A-1 and 3A-2, Masonic
Partners N. Front St. Condominiums

STATE OF N.C.

COUNTY OF Brunswick

I, Lula m. Hewett a Notary Public in and for the State and County aforesaid, do
certify that Stuart F. Cooke and Tabetha R. Cooke personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 26 day of July, 2000.

Lula m. Hewett
Notary Public

My Commission Expires:
4/5/2005



STUART AND TABETHA COOKE
IRREVOCABLE LIVING UNITRUST

By: *Stuart F. Cooke* (SEAL)
Stuart F. Cooke, Trustee

Owner of Units 1D, 3D-1 and 3D-2, Masonic Partners
N. Front St. Condominiums

STATE OF N.C.

COUNTY OF Brunswick

I, Lula M. Hewitt a Notary Public in and for the State and County
aforesaid, do certify that Stuart F. Cooke, Trustee, personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 26 day of July, 2000.

Lula M. Hewitt
Notary Public

My Commission Expires:
4/5/2005



Steve M. Brinsfield (SEAL)
Steve M. Brinsfield

Owner of Units 3C-1 and 3C-2, Masonic
Partners N. Front St. Condominiums

STATE OF N.C.

COUNTY OF Brunswick

I, Lula M. Hewett a Notary Public in and for the State and County
aforesaid, do certify that Steve M. Brinsfield personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 26 day of July, 2000.

Lula M. Hewett
Notary Public



My Commission Expires:
4/5/2005

Julie J. Brinsfield (SEAL)
Julie J. Brinsfield

Owner of Units 3C-1 and 3C-2, Masonic Partners N. Front St. Condominiums

STATE OF NC
COUNTY OF Gaston

I, Anne R. Smith a Notary Public in and for the State and County
aforesaid, do certify that Julie J. Brinsfield Julie J. Brinsfield personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 27 day of July

Anne R. Smith
Notary Public



My Commission Expires:
June 28, 2006

Ian F. Moseley (SEAL)
Ian F. Moseley

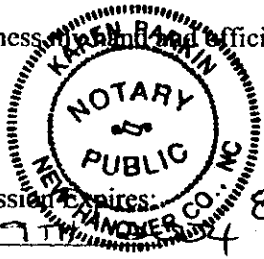
Tatyana M. Wildman (SEAL)
Tatyana M. Wildman

Owner of Unit 1F, Masonic Partners N. Front
St. Condominiums

STATE OF NC
COUNTY OF NEW HANOVER

I, KAREN PARKIN a Notary Public in and for the State and County
aforesaid, do certify that Ian F. Moseley and Tatyana M. Wildman personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witnessed and official seal this 27th day of JULY, 2000.
[Signature]
Notary Public



My Commission Expires 8-9-2004
AUG. 9 2004

STATE OF NORTH CAROLINA, New Hanover County
The Foregoing Certificate(s) of Edmund A. Liles, Heather D. Ellis
Lula M. Hewett, Anne R. Smith
Karen Parkin NOTARY (NOTARIES) PUBLIC, (is) (are) certified to be correct.
This 28 day of July, A. D., 2000 MARY SUE OOTS, Register of Deeds
By Mavis Ann Storey
DEPUTY/ASSISTANT

2-9
358

12-



2006036515

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 JUN 21 12:13:27 PM
BK:5040 PG:719-728 FEE:\$38.00

INSTRUMENT # 2006035357

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 JUN 27 12:57:13 PM
BK:5042 PG:2822-2834 FEE:\$47.00

PREPARED BY/RETURN TO: Clark, Newton, Evans & Bryan, LLP

INSTRUMENT # 2006036515

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF MASONIC
PARTNERS N. FRONT ST. CONDOMINIUMS AND BYLAWS OF
MASONIC PARTNERS N. FRONT STREET CONDOMINIUMS P.O.A., INC.

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS AND
BYLAWS OF MASONIC PARTNERS N. FRONT STREET CONDOMINIUMS P.O.A., INC.
is made effective as of the 20th day of June, 2006, by and among MASONIC PARTNERS,
L.L.C., in its capacity as Declarant (the "Declarant"), MASONIC PARTNERS N. FRONT
STREET CONDOMINIUMS P.O.A., INC. (the "Association") and the undersigned owners of
individual condominium units (the "Owners");

WITNESSETH:

WHEREAS, the Declarant created Masonic Partners N. Front St. Condominiums by
recording a Declaration of Covenants, Conditions, and Restrictions of Masonic Partners N. Front
St. Condominiums and ByLaws of Masonic Partners N. Front Street Condominiums P.O.A., Inc.
(the "Declaration") by instrument recorded on February 4, 1999, in Book 2516, Page 458, New
Hanover County Registry, the terms of which are by this reference incorporated as if fully set out
herein; and

WHEREAS, the Declaration has been amended by instrument recorded in Book 2718,
Page 739, New Hanover County Registry, and as further amended by Amendment recorded in
Book 2782, Page 511, New Hanover County Registry, the terms of which Amendments are by this
reference incorporated as if fully set out herein (the Amendments and the Declaration are
hereinafter collectively referred to as the "Declaration"); and

WHEREAS, NCGS § 47C-2-113(a) provides that if the Declaration expressly so permits, a
unit may be subdivided into two or more units; and

WHEREAS, NCGS § 47C-2-113(a) further provides that the Association shall prepare, execute, and record an Amendment to the Declaration, including the plats and plans, subdividing that unit; and

WHEREAS, NCGS § 47C-2-113(b) provides that the amendment to the Declaration must be executed by the owner of the unit to be subdivided, must assign an identifying number to each unit created, and must reallocate the allocated interests in the common elements formerly allocated to the original unit to the new subdivided units; and

WHEREAS, Section 4 of Article II of the Declaration provides that the individual units may be subdivided by the owners of said individual units; and

WHEREAS, Windfall Properties, Inc., former owner of all of Unit 3B of Level 3A as shown on map recorded in Condominium Plat Book 11, Page 229, has caused said Unit 3B to be subdivided into Units 3B-1, 3B-2, 3B-3, and 3B-4 as shown on Condominium Plat Book 16, Page 30, New Hanover Registry, which Condominium Plat is by this reference incorporated as if fully set out herein; and

WHEREAS, the Owners of the Condominium Units comprising Unit 3B of Level 3A are as follows:

<u>NAME</u>	<u>UNIT NO.</u>	<u>DEED BOOK AND PAGE</u>	
Robert A. Wilkinson and Robert E. Perry, Jr.	3B-1, Level 3A	Book 3034	Page 765
Christian Cardamone	3B-2, Level 3A	Book 4972	Page 287
Jeffrey Weinberg	3B-3, Level 3A	Book 4919	Page 404
Ryan A. Deloach and wife, Jenny A. Deloach	3B-4, Level 3A	Book 4327	Page 777

and

WHEREAS, the Declarant, the Association, and the Owners desire to further so amend the Declaration to establish the subdivided units of Unit 3B of Level 3A and to so allocate the percentages of ownership interest in the common elements (as defined in the Declaration) to each of the subdivided units.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned do amend the Declaration as provided in NCGS § 47C-2-113 to provide that Unit 3B of Level 3A with a percentage of interest in the common elements of 5.2145355 percent is now divided into the following subunits and interests:

<u>UNIT NO.</u>	<u>PERCENTAGE OF COMMON ELEMENT INTEREST</u>
Unit 3B-1, Level 3A	1.1223162
Unit 3B-2, Level 3A	1.4743635
Unit 3B-3, Level 3A	1.4770105
Unit 3B-4, Level 3A	1.1408449

IN WITNESS WHEREOF, the undersigned have executed this Amendment in the manner prescribed by law, as of the day and year first above written.

DECLARANT:

MASONIC PARTNERS, L.L.C.


BY: [Signature]
John V. Sutton, Member/Manager

BY: [Signature]
Terri L. Sutton, Member/Manager

ST. JOHNS COUNTY, FLORIDA NORTH CAROLINA

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

Date: 6-13, 2006

NOTARY PUBLIC-STATE OF FLORIDA
 John F. Kavanaugh
Commission #DD373684
Expires: NOV 21, 2008
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
Notary Public

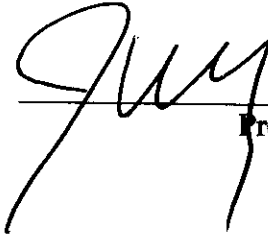
JOHN F. KAVANAUGH
Notary's Printed or Typed Name

My commission expires: 11-21-08

ASSOCIATION:

MASONIC PARTNERS N. FRONT ST.
CONDOMINIUMS P.O.A., INC.

BY:




President

ST. JOHNS

FLORIDA
COUNTY, ~~NORTH CAROLINA~~

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

Date: 6-13, 2006

NOTARY PUBLIC-STATE OF FLORIDA
 John F. Kavanaugh
Commission # DD373684
Expires: NOV 21, 2008
Bonded Through Atlantic Bonding Co., Inc.



Notary Public

JOHN F. KAVANAUGH

Notary's Printed or Typed Name

My commission expires: 11-21-08

FORMER OWNER:

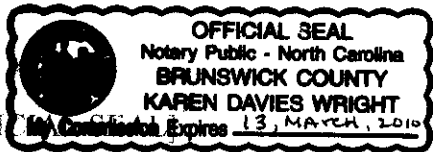
WINDFALL PROPERTIES, INC.

By: Phillip Holcombe
Phillip Holcombe, President

Brunswick County COUNTY, NORTH CAROLINA

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

Date: 13, June, 2006



Karen Davies Wright
Notary Public

KAREN DAVIES WRIGHT
Notary's Printed or Typed Name

My commission expires: 13 MARCH 2010

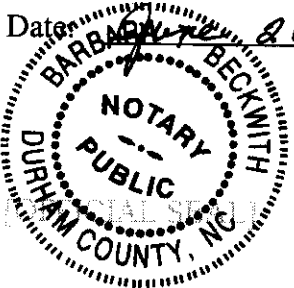
OWNERS OF UNIT 3B-1 OF LEVEL 3A:

Robert A. Wilkinson (SEAL)
Robert A. Wilkinson

Durham COUNTY, NORTH CAROLINA

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

Date: August 21, 2006



Barbara J. Beckwith
Notary Public

Barbara T. Beckwith
Notary's Printed or Typed Name

My commission expires: August 19, 2009

Robert E. Perry, Jr. (SEAL)

COUNTY, NORTH CAROLINA

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

Date: _____, 2006

(OFFICIAL SEAL)

Notary Public

Notary's Printed or Typed Name

My commission expires: _____

OWNERS OF UNIT 3B-1 OF LEVEL 3A:

Robert A. Wilkinson (SEAL)

COUNTY, NORTH CAROLINA

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

Date: _____, 2006

Notary Public

[OFFICIAL SEAL]

Notary's Printed or Typed Name

My commission expires: _____

Robert E. Perry, Jr. (SEAL)

New York COUNTY, ~~NORTH CAROLINA~~ New York

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

Date: June 16, 2006

Notary Public

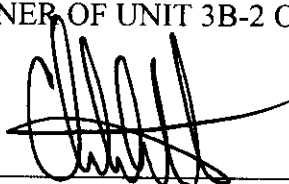
[OFFICIAL SEAL]

Notary's Printed or Typed Name

My commission expires: June 25, 2007

JEFFREY CANZARES
Notary Public, State of New York
No. 01CAB00883
Qualified in New York County
Commission Expires June 25, 2007

OWNER OF UNIT 3B-2 OF LEVEL 3A:



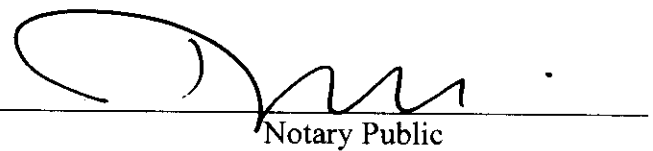
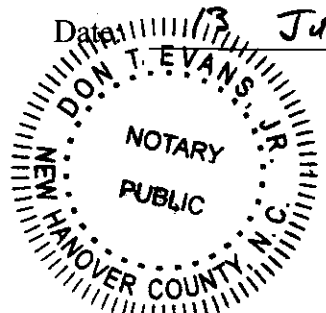
(SEAL)

Christian Cardamone

NEW HANOVER COUNTY, NORTH CAROLINA

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

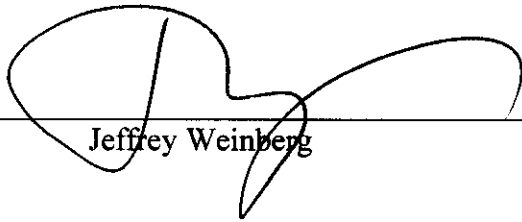
Date: 13 JUNE, 2006


Notary Public

DON T. EVANS, JR.
Notary's Printed or Typed Name

My commission expires: 3/6/2010

OWNER OF UNIT 3B-3 OF LEVEL 3A:

 (SEAL)
Jeffrey Weinberg

NEW HANOVER COUNTY, NORTH CAROLINA

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

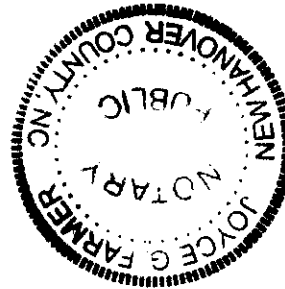
Date: 6/20, 2006


Notary Public

[OFFICIAL SEAL]

Joyce G. Farmer
Notary's Printed or Typed Name

My commission expires: 11-30-2008



OWNER OF UNIT 3B-4 OF LEVEL 3A:

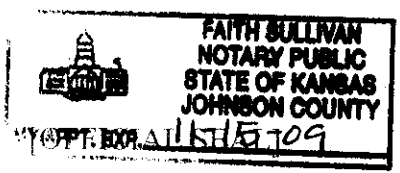
Ryan A DeLoach (SEAL)
Ryan A DeLoach

Jenny W. DeLoach (SEAL)
Jenny W. DeLoach

Johnson COUNTY, Kansas ~~NORTH CAROLINA~~

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

Date: June 14, 2006



Faith Sullivan
Notary Public

faith sullivan
Notary's Printed or Typed Name

My commission expires: 11-15-09



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 06/21/2006 12:13:27 PM
Book: RE 5040 Page: 719-728
Document No.: 2006035357
AMEND 10 PGS \$38.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

Seal
Record of Poor Quality Over To
Conditions of Original Document
GS 161r44

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2006035357

2006035357

STATEMENT OF EXPLANATION FOR RERECORDING

Explanation Statement to Correct Obvious Minor Error(s) made in an Instrument as Originally Recorded in Book 5040 at Page 719 of the New Hanover County Registry

Names of all Parties to the Original Instrument:

MASONIC PARTNERS, L.L.C.; MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS P.O.A., INC.; WINDFALL PROPERTIES, INC.; ROBERT E. PERRY, JR.; CHRISTIAN CARDAMONE; JEFFREY WEINBERG; RYAN A. DELOACH AND JENNY W. DELOACH

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The Original Instrument is being recorded pursuant to the provisions of NCGS § 47-36.1 in order to add a signature page for one of the owners of Unit 3B-1, Level 3A, ROBERT A. WILKINSON, that was omitted from the instrument as originally recorded.

The undersigned is the attorney who drafted the Original Instrument. This the 26th day of June, 2006.

CLARK, NEWTON, EVANS, & BRYAN, LLP

BY:


Don T. Evans, Jr.

DRAFTING ATTORNEY



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 06/27/2006 12:57:13 PM
Book: RE 5042 **Page:** 2822-2834
Document No.: 2006036515
CORR DOC 13 PGS \$47.00
Recorder: STORER, MARVIS ANN

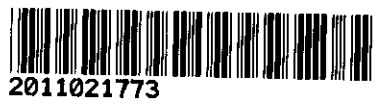
State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

2006036515

2006036515

320



FOR REGISTRATION REGISTER OF DEEDS
JENNIFER H MACNEISH
NEW HANOVER COUNTY, NC
2011 AUG 11 12 13 31 PM
BK 5579 PG 2570-2573 FEE \$20 00

INSTRUMENT # 2011021773

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS AND BYLAWS
FOR SUBDIVISION OF UNIT 2, LEVEL A2
INTO UNITS 2A, 2B, 2C, 2D AND 2E
AND SUBDIVISION OF UNIT 2A INTO UNITS 2A-1 AND 2A-2

KNOW ALL MEN BY THESE PRESENTS THAT **Masonic Partners LLC**, (herein the "Declarant") heretofore executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Masonic Partners N. Front ST Condominiums and ByLaws recorded in Book 2516 at Page 458 of the New Hanover County Registry (the "Declaration"), dedicating the property therein described to individual condominium ownership; and

WHEREAS, by Amendments recorded in Book 2718 at Page 739, Book 2782 at Page 511 and Book 5040 at Page 719, certain condominium units were subdivided and annexed to the Condominium all by authority contained in Article II, Section 4 of the Declaration; and

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2, Level A2 of the Condominium and the Declarant desire to subdivide Unit 2 Level A2

NOW, THEREFORE, Sutton & Sutton LLC and the Declarant to hereby amend the Declaration as follows

- 1 Unit 2, Level A2 is hereby subdivided into Units 2A, Unit 2B, Unit 2C, Unit 2D and Unit 2E according to the plat and plan thereof recorded in Condominium Plat Book 12 at Page 11 of the New Hanover County Registry
2. Unit 2A is hereby subdivided into Units 2A-1 and 2A-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 177 of the New Hanover County Registry.

RETURNED TO *Alan Soler*

3. Unit 2, Level A2 has an assigned ownership interest in the common elements of 18.238859%. The units herein created by the Subdivision of Unit 2, Level A2, are hereby assigned ownership interests in the common elements as follows.


<u>Unit</u>	<u>*Unit Size</u>	<u>% Ownership Interest</u>
(Unit 2A)	916 sq ft	(2.9632474)
Unit 2A-1	374 sq ft	1.2886680
Unit 2A-2	486 sq ft	1.6745794
Unit 2B	1092 sq ft	3.5326062
Unit 2C	802 sq ft	2.5944595
Unit 2D	1026 sq ft	3.3190967
Unit 2E	1802 sq ft	<u>5.8294458</u>
Total	5638 sq ft	18.238859

(Note The ownership interests assigned to Units 2A-1 and 2A-2 were computed without regard to the 56 sf ft of Unit 2A that was designated as common area)

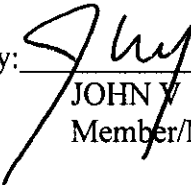
AS HEREIN AMENDED, the Declaration shall be and remain in full force and effect

IN WITNESS WHEREOF, the Declarant and Sutton & Sutton, L.L.C. have caused this Amendment to be executed in their respective company names by their duly authorized officers, as of the ___ day of August, 2011.

MASONIC PARTNERS, LLC

By:  _____
 JOHN V. SUTTON, JR.
 Member/Manager

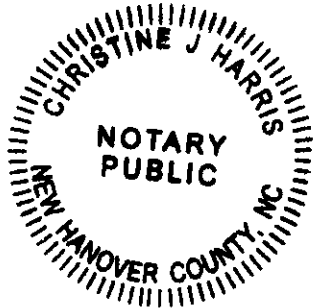
SUTTON & SUTTON, L.L.C.

By:  _____
 JOHN V. SUTTON, JR.
 Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr Member/Manager of Masonic Partners, LLC , a North Carolina limited liability company.

Today's Date August 10, 2011



[Affix Official Seal in space above]

Christine J Harris
[Notary's signature as name appears on seal]

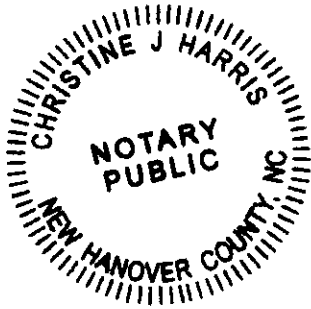
CHRISTINE J HARRIS
[Notary's printed name as it appears on seal]

My commission expires: 12/10/2014

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr Member/Manager of Sutton & Sutton, L L C , a North Carolina limited liability company.

Today's Date. August 10, 2011



[Affix Official Seal in space above]

Christine J Harris
[Notary's signature as name appears on seal]

CHRISTINE J HARRIS
[Notary's printed name as it appears on seal]

My commission expires 12/10/2014



JENNIFER H MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 08/11/2011 12:13:31 PM
Book: RE 5579 Page: 2570-2573
Document No.: 2011021773
4 PGS \$20.00
Recorder: CARTER, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

2011021773

2011021773

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2012002550

FOR REGISTRATION REGISTER OF DEEDS
JENNIFER H MACNEISH
NEW HANOVER COUNTY, NC
2012 JAN 27 12 54 19 PM
BK 5613 PG 2735-2738 FEE \$26 00

INSTRUMENT # 2012002550

Return to and prepared by:
COLLINS & COLLINS LAW OFFICES, PLLC
215 Racine Drive
Suite 101
Wilmington, NC 28403

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MASONIC PARTNERS N FRONT ST CONDOMINIUMS
FOR SUBDIVISION OF BASEMENT UNIT, LEVEL B1 INTO UNITS
BASEMENT A, BASEMENT B, BASEMENT C and BASEMENT D
AND READJUSTMENT OF OWNERSHIP INTERESTS OF ALL UNITS

KNOW ALL MEN BY THESE PRESENTS THAT **Masonic Partners LLC**, (herein the "Declarant") heretofore executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Masonic Partners N Front St Condominiums and ByLaws recorded in Book 2516 at Page 458 of the New Hanover County Registry (the "Declaration"), dedicating the property therein described to individual condominium ownership; and

WHEREAS, by Amendments recorded in Book 2718 at Page 739, Book 2782 at Page 511, Book 5040 at Page 719, and Book 5579 at Page 2570, certain condominium units were subdivided and annexed to the Condominium,

WHEREAS, pursuant to the authority contained in Article II, Section 4 of the Declaration, the Declarant, the owner of Unit Basement, Level B1, desires to subdivide it and annex the subdivided units (the "Basement Units") to the Condominium, and

WHEREAS, pursuant to the authority contained in Part II, Article I, Section 5 of the Declaration, the Declarant has adjusted the ownership interests of the unit owners in the common elements to reflect the reallocation of certain areas as common elements resulting from the development and final construction of the Basement Units

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows

1. Unit Basement, Level B1, is hereby subdivided into the following units and annexed to the Condominium: Basement Unit A, Basement Unit B, Basement Unit C, and Basement Unit D, according to the plats and plans thereof recorded in Condominium Plat Book 18 at Pages 191-194 of the New Hanover County Registry.

2 The ownership interests of all unit owners in the common elements, including the addition of the Basement Level B1 units created above, is hereby adjusted as set forth on Exhibit C (Revised), hereto attached and incorporated by reference, which Exhibit replaces all previously recorded plats of Exhibit C.

AS HEREIN AMENDED, the Declaration shall be and remain in full force and effect

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed in its company name by its duly authorized officer, as of the 26th day of January, 2012

MASONIC PARTNERS, LLC

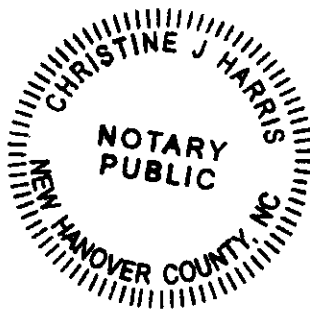
By: _____

John V. Sutton, Jr.
JOHN V SUTTON, JR.
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated John V Sutton, Jr Member/Manager of Masonic Partners, LLC , a North Carolina limited liability company

Today's Date: January 26, 2012



[Affix Official Seal in space above]

Christine J. Harris
[Notary's signature as name appears on seal]

CHRISTINE J. HARRIS
[Notary's printed name as it appears on seal]

My commission expires: 12/10/2014

MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS

EXHIBIT C (REVISED)

PERCENTAGES OF OWNERSHIP INTEREST

Unit #	Square Feet	Percentage of Ownership
1A	1815	5.19%
1B	3005	8.59%
1C	2088	5.97%
1D	738	1.98%
1E	147	0.42%
1F	1454	4.16%
2A-1	374	1.07%
2A-2	486	1.39%
2B	1092	3.12%
2C	802	2.29%
2D	1026	2.93%
2E	1802	5.15%
3A-1	507	1.45%
3A-2	357	1.02%
3B-1	417	1.19%
3B-2	548	1.57%
3B-3	548	1.57%
3B-4	424	1.21%
3C-1	1071	3.06%
3C-2	1050	3.00%
3D-1	504	1.44%
3D-2	602	1.61%
4A	1047	2.99%
4B	1082	3.09%
4C-1	315	0.84%
5	4463	12.86%
Basement A	2682.7	7.67%
Basement B	3776.8	10.79%
Basement C	375.6	1.17%
Basement D	388.6	1.21%
	34987.7	100%



JENNIFER H. MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 01/27/2012 12:54:19 PM
Book: RE 5613 **Page:** 2735-2738
Document No.: 2012002550
4 PGS \$26.00
Recorder: CARTER, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

2012002550

2012002550

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FOR REGISTRATION REGISTER OF DEEDS
JENNIFER H. MACNEISH
NEW HANOVER COUNTY, NC
2012 JUL 02 09 17 00 AM
BK 5652 PG 1466-1469 FEE \$26 00

INSTRUMENT # 2012022002

**A M E N D M E N T T O
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MASONIC PARTNERS N. FRONT ST. CONDOMINIUMS AND BYLAWS
FOR SUBDIVISION OF UNIT 2E INTO UNITS 2E1, 2E2, AND 2E3.**

KNOW ALL MEN BY THESE PRESENTS THAT **Masonic Partners LLC**, (herein the "Declarant") heretofore executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Masonic Partners N. Front ST Condominiums and ByLaws recorded in Book 2516 at Page 458 of the New Hanover County Registry (the "Declaration"), dedicating the property therein described to individual condominium ownership; and

WHEREAS, by Amendments recorded in Book 2718 at Page 739, Book 2782 at Page 511 and Book 5040 at Page 719, certain condominum units were subdivided and annexed to the Condominium all by authority contained in Article II, Section 4 of the Declaration; and

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2, Level A2 of the Condominium and the Declarant has previously subdivided Unit 2 Level A2 into Units 2A, Unit 2B, Unit 2C, Unit 2D and Unit 2E according to the plat and plan thereof recorded in Condominium Plat Book 12 at Page 11 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2A has previously subdivided Unit 2A into Units 2A-1 and 2A-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 177 of the New Hanover County Registry

NOW, THEREFORE, Sutton & Sutton LLC and the Declarant to hereby amend the Declaration as follows:

JOHN SUTTON - MAIL
PO BOX 6280
OCEAN ISLE BEACH NC 28469

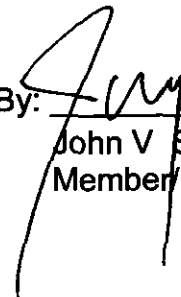
- 1 Unit 2E is hereby subdivided in to Unit 2E1, Unit 2E2, and Unit 2E3 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 224 of the New Hanover County Registry.
- 2 Unit 2, Level A2 has an assigned ownership interest in the common elements of 18.238859%. The units herein created by the Subdivision of Unit 2, Level A2, are hereby assigned ownership interests in the common elements as follows

Unit	*Unit Size	% Ownership Interest
(Unit 2A)	916 sq ft	(2.9632474)
Unit 2A-1	374 sq ft	1.2886680
Unit 2A-2	486 sq ft	1.6745794
Unit 2B	1092 sq ft	3.5326062
Unit 2C	802 sq ft	2.5944595
Unit 2D	1026 sq ft	3.3190967
(Unit 2E)	1802 sq ft	(5.8294458)
Unit 2E1	318.954 sq ft	1.0318119
Unit 2E2	655.928 sq ft	2.1219183
Unit 2E3	827.118 sq ft	<u>2.6757156</u>
Total	5638 sq ft	18.238859

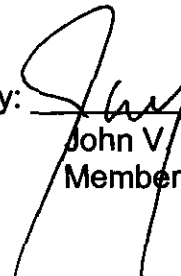
AS HEREIN AMENDED, the Declaration shall be and remain in full force and effect

IN WITNESS WHEREOF, the Declarant and Sutton & Sutton, L.L.C. have caused this Amendment to be executed in their respective company names by their duly authorized officers, as of the day of June, 2012

MASONIC PARTNERS, LLC

By:  _____
 John V. Sutton, Jr.
 Member/Manager

SUTTON & SUTTON, L.L.C.

By:  _____
 John V. Sutton, Jr.
 Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr., Member/Manager of Masonic Partners, LLC, a North Carolina Limited Liability Company.

June 21, 2012

James D. Smith

Notary Public

My commission expires: 10-1-12

JAMES D SMITH
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
MY COMMISSION EXP 10-01-2012

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr., Member/Manager of Sutton & Sutton, L.L.C., a North Carolina Limited Liability Company.

June 21, 2012

James D. Smith

Notary Public

My commission expires: 10-1-12

JAMES D SMITH
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
MY COMMISSION EXP 10-01-2012



JENNIFER H MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 07/02/2012 09:17:00 AM
Book: RE 5652 **Page:** 1466-1469
Document No. 2012022002
4 PGS \$26.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

2012022002

2012022002

(3) JP



FOR REGISTRATION REGISTER OF DEED
JENNIFER H MACNEISH
NEW HANOVER COUNTY, NC
2012 JUL 20 03 00 27 PM
BK 5657 PG 22-25 FEE \$26 00

INSTRUMENT # 2012024243

**A M E N D M E N T T O
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MASONIC PARTNERS N FRONT ST CONDOMINIUMS AND BYLAWS
FOR SUBDIVISION OF UNIT 2B INTO UNITS 2B1, AND 2B2**

KNOW ALL MEN BY THESE PRESENTS THAT **Masonic Partners LLC**, (herein the "Declarant") heretofore executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Masonic Partners N Front ST Condominiums and ByLaws recorded in Book 2516 at Page 458 of the New Hanover County Registry (the "Declaration"), dedicating the property therein described to individual condominium ownership, and

WHEREAS, by Amendments recorded in Book 2718 at Page 739, Book 2782 at Page 511 Book 5040 at Page 719 Book 5579 at Page 2570 and Book 5652 at Page 1466, certain condominium units were subdivided and annexed to the Condominium all by authority contained in Article II, Section 4 of the Declaration, and

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2, Level A2 of the Condominium and the Declarant has previously subdivided Unit 2 Level A2 into Units 2A, Unit 2B, Unit 2C, Unit 2D and Unit 2E according to the plat and plan thereof recorded in Condominium Plat Book 12 at Page 11 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2A has previously subdivided Unit 2A into Units 2A-1 and 2A-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 177 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2E has previously subdivided Unit 2E into Units 2E-1, 2E-2 and 2E-3 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 224 of the New Hanover County Registry

NOW, THEREFORE, Sutton & Sutton LLC and the Declarant to hereby amend the Declaration as follows

John Sutton

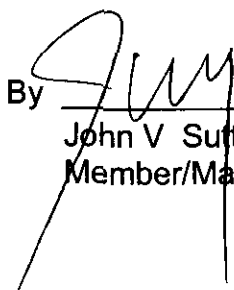
- 1 Unit 2B is hereby subdivided in to Unit 2B1, and Unit 2B2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 232 of the New Hanover County Registry
- 2 Unit 2, Level A2 has an assigned ownership interest in the common elements of 18 238859% The units herein created by the Subdivision of Unit 2, Level A2, are hereby assigned ownership interests in the common elements as follows

<u>Unit</u>	<u>*Unit Size</u>	<u>% Ownership Interest</u>
(Unit 2A)	916 sq ft	(2 9632474)
Unit 2A-1	374 sq ft	1 2886680
Unit 2A-2	486 sq ft	1 6745794
(Unit 2B)	1092 sq ft	(3 5326062)
Unit 2B1	572 sq ft	1 8899443
Unit 2B2	497 sq ft	1 6426619
Unit 2C	802 sq ft	2 5944595
Unit 2D	1026 sq ft	3 3190967
(Unit 2E)	1802 sq ft	(5 8294458)
Unit 2E1	318 954 sq ft	1 0318119
Unit 2E2	655 928 sq ft	2 1219183
Unit 2E3	827 118 sq ft	<u>2 6757156</u>
Total	5638 sq ft	18 238859

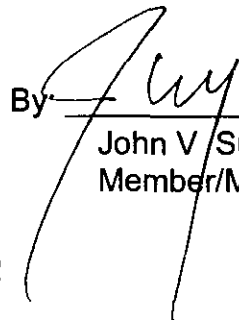
AS HEREIN AMENDED, the Declaration shall be and remain in full force and effect

IN WITNESS WHEREOF, the Declarant and Sutton & Sutton, L L C have caused this Amendment to be executed in their respective company names by their duly authorized officers, as of the 20th day of July, 2012

MASONIC PARTNERS, LLC

By  _____
 John V Sutton, Jr
 Member/Manager

SUTTON & SUTTON, L.L.C.

By  _____
 John V Sutton, Jr
 Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr., Member/Manager of Masonic Partners, LLC, a North Carolina Limited Liability Company.

July 20, 2012

James D. Smith
Notary Public
My commission expires: 10-1-12

JAMES D SMITH
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
MY COMMISSION EXP 10-01-2012

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr., Member/Manager of Sutton & Sutton, L.L.C., a North Carolina Limited Liability Company.

July 20, 2012

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JAMES D SMITH
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
MY COMMISSION EXP 10-01-2012



JENNIFER H MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 07/20/2012 03:00 27 PM

Book: RE 5657 Page 22-25

Document No 2012024243

4 PGS \$26 00

Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

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FOR REGISTRATION REGISTER OF DEEDS
JENNIFER H. MACNEISH
NEW HANOVER COUNTY NC
2012 AUG 15 10 29 31 AM
BK 5663 PG 1708-1711 FEE \$26 00

INSTRUMENT # 2012027436

**A M E N D M E N T T O
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MASONIC PARTNERS N FRONT ST CONDOMINIUMS AND BYLAWS
FOR SUBDIVISION OF UNIT 2D INTO UNITS 2D-1, AND 2D-2.**

KNOW ALL MEN BY THESE PRESENTS THAT **Masonic Partners LLC**, (herein the "Declarant") heretofore executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Masonic Partners N. Front ST Condominiums and ByLaws recorded in Book 2516 at Page 458 of the New Hanover County Registry (the "Declaration"), dedicating the property therein described to individual condominium ownership, and

WHEREAS, by Amendments recorded in Book 2718 at Page 739, Book 2782 at Page 511 Book 5040 at Page 719 Book 5579 at Page 2570 and Book 5652 at Page 1466, certain condominium units were subdivided and annexed to the Condominium all by authority contained in Article II, Section 4 of the Declaration; and

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2, Level A2 of the Condominium and the Declarant has previously subdivided Unit 2 Level A2 into Units 2A, Unit 2B, Unit 2C, Unit 2D and Unit 2E according to the plat and plan thereof recorded in Condominium Plat Book 12 at Page 11 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2A has previously subdivided Unit 2A into Units 2A-1 and 2A-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 177 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2E has previously subdivided Unit 2E into Units 2E-1, 2E-2 and 2E-3 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 224 of the New Hanover County Registry

WHEREAS, pursuant to said authority, Sutton & Sutton LLC, the owner of Unit 2A has previously subdivided Unit 2B into Units 2B-1 and 2B-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page 232 of the New Hanover County Registry

NOW, THEREFORE, Sutton & Sutton LLC and the Declarant to hereby amend the Declaration as follows

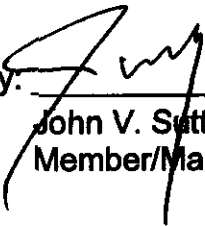
- 1 Unit 2D is hereby subdivided in to Unit 2D-1, and Unit 2D-2 according to the plat and plan thereof recorded in Condominium Plat Book 18 at Page _____ of the New Hanover County Registry.
- 2 Unit 2, Level A2 has an assigned ownership interest in the common elements of 18 238859%. The units herein created by the Subdivision of Unit 2, Level A2, are hereby assigned ownership interests in the common elements as follows

<u>Unit</u>	<u>*Unit Size</u>	<u>% Ownership Interest</u>
(Unit 2A)	916 sq ft	(2 9632474)
Unit 2A-1	374 sq ft	1 2886680
Unit 2A-2	486 sq ft	1 6745794
(Unit 2B)	1092 sq ft	(3 5326062)
Unit 2B-1	572 sq ft	1.8899443
Unit 2B-2	497 sq ft	1 6426619
Unit 2C	802 sq ft	2 5944595
(Unit 2D)	1026 sq ft	(3 3190967)
Unit 2D-1	486 sq ft	1 7105827
Unit 2D-2	457 sq ft	1 6089140
(Unit 2E)	1802 sq ft	(5.8294458)
Unit 2E1	318 954 sq ft	1 0318119
Unit 2E2	655 928 sq ft	2 1219183
Unit 2E3	827 118 sq ft	<u>2 6757156</u>
Total	5638 sq ft	18 238859

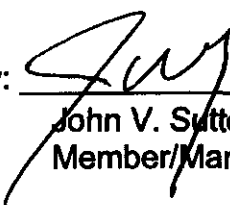
AS HEREIN AMENDED, the Declaration shall be and remain in full force and effect

IN WITNESS WHEREOF, the Declarant and Sutton & Sutton, L.L.C. have caused this Amendment to be executed in their respective company names by their duly authorized officers, as of the 15th day of August, 2012.

MASONIC PARTNERS, LLC

By: 
John V. Sutton, Jr.
Member/Manager

SUTTON & SUTTON, L.L.C.

By: 
John V. Sutton, Jr.
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John V. Sutton, Jr., Member/Manager of Masonic Partners, LLC, a North Carolina Limited Liability Company.

August 15, 2012


Notary Public
My commission expires: 10-1-12

JAMES D SMITH
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
MY COMMISSION EXP 10-01-2012



JENNIFER H MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration· 08/15/2012 10 29 31 AM
Book RE 5663 Page 1708-1711
Document No.. 2012027436
4 PGS \$26 00
Recorder CRESWELL, ANDREA

State of North Carolina, County of New Hanover

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