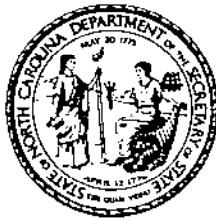


STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

THE CARDINAL DRIVE TRADE CENTER CONDOMINIUM
ASSOCIATION, INC.

the original of which was filed in this office on the 1st day of December, 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of December, 1995.



Rufus L. Edmisten

Secretary of State

C-0343104

FILED

9:06 am

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ARTICLES OF INCORPORATION
OF
THE CARDINAL DRIVE TRADE CENTER
CONDOMINIUM ASSOCIATION, INC.
(A Non-Profit Corporation)

LECTIVE
RUFUS L EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

THE UNDERSIGNED, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation under Chapter 55A of the North Carolina General Statutes and hereby certifies:

ARTICLE I

The name of the corporation ("Association" or "corporation" herein) is The Cardinal Drive Trade Center Condominium Association, Inc.

ARTICLE II

The principal and registered office of the corporation is located at 3801-4 Wrightsville Avenue, Wilmington, New Hanover County, North Carolina 28405.

ARTICLE III

Ed Jones, whose address is 3801-4 Wrightsville Avenue, Wilmington, New Hanover County, North Carolina 28405, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

The purposes for which the corporation is formed are as follows:

(a) To operate the Condominium known as The Cardinal Drive Trade Center, located in New Hanover County, North Carolina, in accordance with the requirements for an Association of Unit Owners charged with the administration of Property under Chapter 47C of the General Statutes of North Carolina known as the North Carolina Condominium Act as amended including, without limiting the generality of the foregoing, the performance of the following acts and services on a not-for-profit basis:

- (i) the acquisition, construction, management, supervision, care, operation, maintenance, renewal and protection of all buildings, structures, grounds, roadways and other facilities and installations and appurtenances thereto relating to the Property of the Condominium; to provide maintenance for the Common Elements within the Condominium; to maintain lands and trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements

applicable to the Condominium; and, insofar as permitted by law, to do any other thing that, in the opinion of the board of directors, will promote the common benefit and enjoyment of the Unit Owners or other occupants of the Condominium.

- (ii) the preparation of estimates and budgets of the costs and expenses of rendering such services and performing, or contracting or entering into agreements for such performance, as provided for in or contemplated by this Subparagraph (ii), and the apportionment of such estimated costs and expenses among and the collection thereof from the Unit Owners obligated to assume or bear the same, and the borrowing of money for its purposes, pledging as security the income due from Unit Owners and from others and property of the corporation and the Common Elements of the Condominiums.
- (iii) enforcing on behalf of said Unit Owners, such Rules and Regulations as may be made or promulgated by the board of directors with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, and grounds and facilities of the Condominium, and to enforce compliance therewith including the levy of fines.
- (iv) performing, or causing to be performed, all such other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities herein described.

(c) To do and perform or cause to be performed all such other acts and services that may be necessary, suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law and to acquire, sell, mortgage, lease or encumber any real or personal property for the purposes aforesaid.

(d) To promote the health, safety, welfare, and common benefit of the Unit Owners or other occupants of the Condominium.

(e) To do any and all acts and things permitted to be done by, and to have and to exercise any and all powers, rights and privileges which are granted to an Association under the North Carolina Condominium Act, the Declaration, the Bylaws, and to a non-profit corporation under the laws of the State of North Carolina.

The foregoing statement of purpose shall be construed as a statement both of purposes and of powers, and shall not be limited or restricted by reference to or inference from the terms or provisions of any other clauses, but shall be broadly construed as independent purposes and powers. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE V

The duration of the Association shall be perpetual.

ARTICLE VI

The Association shall be a non-profit corporation with members and without shares of stock.

ARTICLE VII

The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be as set forth in the Bylaws and Declaration.

ARTICLE VIII

The initial board of directors (sometimes referred to herein and in the Bylaws as the "Executive Board") shall consist of three (3) persons (the "Directors"), and said number may be changed by a duly adopted amendment to the Bylaws, except and in no event may the number of Directors be less than three (3). The names and addresses of the persons who shall serve as Directors until their successors shall be elected and qualified are as follows:

Walter O. Winter
1633 Pembroke Jones Drive
New Hanover County
Wilmington, NC 28405

Iris Lee Winter
1633 Pembroke Jones Drive
New Hanover County
Wilmington, NC 28405

Mark L. Maynard
5041 New Centre Drive
Suite No. 215
New Hanover County
Wilmington, NC 28403

ARTICLE IX

The class, rights and qualifications and the manner of election or appointment of members are as follows: Any person who holds title to a Unit in the Condominium shall be a member of the corporation. There shall be one membership for each Unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of such Unit. Voting shall be one vote per Unit and the vote to which each membership is entitled is the vote assigned to each Unit in the Declaration of Condominium. If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit's membership is to be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire Unit's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted.

The members shall be of one class and shall elect all members of the board of directors, following the Declarant Control Period defined below.

Notwithstanding the foregoing, the Declarant of the Condominium shall have such additional rights and qualifications as may be provided under the North Carolina Condominium Act and the Declaration, including the right to appoint members of the board of directors as follows: The Declaration provides that during the Declarant Control Period the Declarant, or persons designated by the Declarant, subject to certain limitations contained in the Declaration, may appoint and remove the officers and Directors. The Declarant Control Period means the period prior to the earlier of:

- (i) one hundred twenty (120) days after conveyance of ninety percent (90%) of the Units which may be created to Unit Owners other than the Declarant;
- (ii) two (2) years after the first Unit is conveyed to a Unit Owner other than a Declarant. A Declarant may voluntarily surrender the right to appoint and remove officers and Directors of the board of directors before termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or board of directors, as described in a recorded

instrument executed by the Declarant, be approved by the Declarant before they become effective.

Not later than one hundred and eighty (180) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant, at least two members and not less than forty percent (40%) of the members of the board of directors shall be elected by Unit Owners other than the Declarant.

Except as otherwise provided above, not later than the termination of the Declarant Control Period, the Unit Owners shall select a board of directors of at least five (5) members, at least a majority of whom shall be Unit Owners. The board of directors shall elect the officers. The board of directors and officers shall take office upon election.

Notwithstanding any provision of the Declaration or Bylaws to the contrary, following notice under Section 47C-3-108 of the North Carolina Condominium Act, the Unit Owners, by a sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the board of directors with or without cause, other than a member appointed by the Declarant.

ARTICLE X

Amendment of these Articles shall require the assent of at least sixty-seven percent (67%) of the Units Owners of all Condominium Units in the project as shown in the Declaration.

ARTICLE XI

The name and address of the incorporator is as follows:

Walter O. Winter
1633 Pembroke Jones Drive
Wilmington, NC 28405

ARTICLE XII

In the event of dissolution of the Association, the residual assets of the Association will be dedicated to a public body or conveyed to one or more organizations with purposes similar to those of the Association which are exempt as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand and seal this 28 day of November 1995.

Walter O. Winter (SEAL)
WALTER O. WINTER
INCORPORATOR

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER

This is to certify that on this 28 day of November 1995, before me, Kelley Repko, a Notary Public of said County and State, personally appeared Walter O. Winter, Incorporator, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation of The Cardinal Drive Trade Center Condominium Association, Inc., and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of November, 1995.

Kelley Repko
Notary Public

My Commission Expires:

5-5-97

(SEAL)

