

EXHIBIT E

DECLARATION OF CONDOMINIUM

CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

BYLAWS

BYLAWS

OF

CAMDEN VILLAS at MID SOUTH CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.

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CAMDEN VILLAS AT MID SOUTH CONDOMINIUM
UNIT OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Association is Camden Villas at Mid South Unit Owners Association, Inc. ("the Association"), which nonprofit corporation, is created pursuant to the provisions of Chapter 55A of the North Carolina General Statutes, and which Association is also created pursuant to the provisions of Chapter 47C of the North Carolina General Statutes as the unit owners' association for Camden Villas at Mid South Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit owners (members) and of the Directors (Board of Directors) of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, ("the Declaration"), recorded in the office of the Register of Deeds for Moore County, North Carolina.

ARTICLE III
UNIT OWNERS/MEMBERS

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, or upon written request of Unit owners entitled to exercise one-tenth (1/10) or more of the voting power of Unit

owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote at such meeting, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment. The presence of twenty percent of the Unit owners, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram, cablegram, or email appearing to have been transmitted by a Unit owner, or a photographic, photo static, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 7. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 8. Forms of Action in Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all Unit owners. Action may also be taken without a meeting through the use of written ballots. Such ballots shall be delivered to every Unit owner and shall set forth each proposed action and provide for the opportunity to vote for or against such proposed action. Approval by this means shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the same total number of votes were cast. All solicitations for votes by written ballot shall indicate the time by which a ballot shall be received by the Association in order to be counted. A written ballot shall not be revoked.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration. Each successor Director shall be a Unit owner or spouse of a member, or an officer, employee, or principal of an entity that is a member.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the

election of Directors by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners, who are not members of the Board, appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum

for such meeting.

Section 10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 9, above, shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration (but nothing herein shall prevent the enforcement of same by any other party legally entitled to do so);
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents):
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine:
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners:

- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) cause an annual budget to be prepared;
- (d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;
- (e) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer other than the President need be a member of the Association, nor need any officer be a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI
COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in

carrying out its purposes.

ARTICLE VII BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year), in the following circumstances.

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners;

2. to each holder, insurer, or guarantor of a first mortgage upon a Unit who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

3. during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, at the expense of the Association.

ARTICLE IX FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on

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

ARTICLE X
AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

EXHIBIT F

DECLARATION OF CONDOMINIUM
CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

Liens, Defects and Encumbrances

Title Matters

1. Taxes for the current year and subsequent years, not yet due and payable.
2. Restrictive Covenants recorded in Book 2135, Page 1, Moore County Registry, and Declaration of Camden Villas at Mid South Club Condominium to be recorded in the Office of the Register of Deeds of Moore County, together with any amendments thereto.
3. Rights of way to Carolina Power and Light Company recorded in Book 117, Page 367 and Book 636, Page 95, Moore County Registry.
4. Easement to Carolina Power and Light Company recorded in Book 434, Page 335, Moore County Registry.
5. Agreement in favor of Carolina Power and Light Company recorded in Book 475, Page 171, Moore County Registry.
6. Easement to Town of Southern Pines, recorded in Book 877, Page 1, and Book 471, Page 377, Moore County Registry (affects access easement only).
7. Right of way to Dixie Pipeline Company recorded in Book 250, Page 347, Moore County Registry (affects access easement only).
8. Deed of Trust in favor of Sky Bank recorded in Book 3243, page 489, Moore County Registry.

EXHIBIT G

DECLARATION OF CONDOMINIUM

CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

Legal Description

Additional Property

13.01 ACRE PARCEL

ALL THAT PARCEL OR TRACT OF LAND LYING WITHIN THE MID SOUTH GOLF COURSE APPROXIMATELY 3900 FEET SOUTH OF MIDLAND ROAD (NC HWY. #2), BEING IN THE TOWN OF SOUTHERN PINES, McNeill TOWNSHIP, MOORE COUNTY, NORTH CAROLINA. BOUNDED ON THE NORTH, EAST, SOUTH AND WEST BY MID TAL GOLF, LLC AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON ROD AT THE NORTHERNMOST CORNER OF AN ORIGINAL TRACT OF LAND AS SHOWN ON A PLAT ENTITLED "MAP OF SURVEY OF MID-SOUTH GOLF COURSE FOR PLANTATION INVESTORS, LLC" AS RECORDED IN PLAT CABINET 11 SLIDE 463, MOORE COUNTY REGISTRY, BEING LOCATED N 77°36'30" W 689.56 FEET FROM AN EXISTING IRON PIPE AT THE SOUTHWESTERN CORNER OF JAMES E. PUGH (DB 503 PG 610) AND COMMON WITH A CORNER IN A NORTHERN PROPERTY LINE OF THE ORIGINAL TRACT OF LAND OF WHICH THIS IS A PART; THENCE AS A CURVE RUNNING COUNTER-CLOCKWISE TO THE LEFT HAVING A RADIUS OF 591.84 FEET, AN ARC LENGTH OF 165.63 FEET, A CHORD BEARING AND DISTANCE OF S 27°17'32" E 165.09 FEET TO AN EXISTING IRON ROD; THENCE S 34°04'40"E 187.76 FEET TO AN EXISTING IRON ROD, THE PC OF A CURVE RUNNING COUNTER-CLOCKWISE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, AN ARC LENGTH OF 153.85 FEET, A CHORD BEARING AND DISTANCE OF S 48°18'54" E 152.11 FEET TO A NEW IRON ROD SET; THENCE S 63°13'32" E 127.12 FEET TO AN EXISTING IRON ROD; THENCE S 63°13'12" E 51.35 FEET TO AN EXISTING IRON ROD; THENCE S 63°15'26" E 42.71 FEET TO AN EXISTING IRON ROD THE PC OF A CURVE RUNNING COUNTER-CLOCKWISE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, AN ARC LENGTH OF 185.50 FEET, A CHORD BEARING AND DISTANCE OF S 81°12'24" E 182.45 FEET TO AN EXISTING IRON ROD, THE PC OF A CURVE RUNNING CLOCKWISE TO THE RIGHT HAVING A RADIUS OF 577.97 FEET, AN ARC LENGTH OF 265.55 FEET, A CHORD BEARING AND DISTANCE OF S 79°01'07" E 263.22 FEET TO A NEW IRON ROD SET NEAR THE EDGE OF A POND; THENCE CONTINUING AS SAID CURVE, AN ARC LENGTH OF 74.52 FEET, A CHORD BEARING AND DISTANCE OF S 62° 09'46" E 74.47 FEET TO A POINT IN A POND; THENCE RUNNING AS THE WESTERN EDGE OF THE POND THE FOLLOWING COURSES

AND DISTANCES; S 70°21'25" E 47.09 FEET TO A POINT; S 56°49'02" E 25.12 FEET TO A POINT; S 36°05'10" E 45.48 FEET TO A POINT; S 24°11'29" E 31.27 FEET TO A POINT; S 08°34'37" E 33.83 FEET TO A POINT; S 25°23'35" E 82.28 FEET TO A POINT; S 30°05'36" E 27.60 FEET TO A POINT; S 05°23'57" W 31.43 FEET TO A POINT; S 20°47'09" W 29.99 FEET TO A POINT; S 58°16'55" W 29.48 FEET TO A POINT; S 77°22'55" W 13.27 FEET TO A POINT; S 64°03'23" W 42.97 FEET TO A POINT; S 39°40'29" W 25.67 FEET TO A POINT; S 17°11'46" W 19.72 FEET TO A POINT; THENCE LEAVING SAID POND EDGE, N 58°58'25" W 111.50 FEET (PASSING OVER A NEW IRON ROD AT 10.00 FEET) TO AN EXISTING IRON ROD; THENCE N 80°51'39" W 258.87 FEET TO A NEW IRON ROD SET; THENCE N 06°08'33" W 118.67 FEET TO AN EXISTING IRON ROD ON A CURVE RUNNING CLOCKWISE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 300.42 FEET A CHORD BEARING AND DISTANCE OF N 79°44'58" W 296.34 FEET TO A NEW IRON ROD SET; THENCE N 63°21'22" W 73.81 FEET TO A NEW IRON ROD SET; THENCE S 26°38'38" W 75.64 FEET TO AN EXISTING IRON ROD; THENCE S 89°35'42" W 87.81 FEET TO A NEW IRON ROD SET; THENCE S 75°33'24" W 204.46 FEET TO AN EXISTING IRON ROD; THENCE S 61°29'27" W 155.20 FEET TO AN EXISTING IRON ROD; THENCE N 41°44'20" W 94.60 FEET TO AN EXISTING IRON ROD, THE PC OF A CURVE RUNNING COUNTER-CLOCKWISE TO THE LEFT HAVING A RADIUS OF 345.47 FEET, AN ARC LENGTH OF 319.04 FEET A CHORD BEARING AND DISTANCE OF N 02°05'00" E 307.83 FEET TO AN EXISTING IRON ROD; THENCE N 32°25'43" W 351.68 FEET TO AN EXISTING IRON ROD; THENCE N 77°10'30" E 126.31 FEET TO AN EXISTING IRON ROD; THENCE N 56°41'48" E 300.97 FEET TO THE BEGINNING CONTAINING 13.01 ACRES, MORE OR LESS, AS COMPUTED BY COORDINATES AND BEING A PORTION OF THE LANDS CONVEYED TO PLANTATION INVESTORS, LLC BY DEED RECORDED IN DEED BOOK 2069 PAGE 533 MOORE COUNTY REGISTRY. BEARINGS HEREIN ARE ROTATED TO THE NORTH MERIDIAN OF PLAT CABINET 11 SLIDE 463, MOORE COUNTY REGISTRY AND DISTANCES ARE HORIZONTAL GROUND.

EXCLUDED FROM ABOVE IS THAT PROPERTY DISCRIBED IN EXHIBIT A.