FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 JUN 12 03:13 PM
BK:23856 PG:288-306 FEE:$65.00

INSTRUMENT # 2008103606

2008103606

Drawn by and after recording return to:

Janice L. Gresko, Esq.
Nationwide Realty Investors, Ltd.
375 N. Front Street, Suite 200
Columbus, Ohio 43215

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made as of the 11th day of June, 2008, by NRI COMMUNITIES/CHARLOTTE, LLC, an Ohio limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, entities affiliated with Declarant and other third parties have developed and are in the process of developing a mixed use project (the "Development") in Charlotte, Mecklenburg County, North Carolina, which is comprised of the parcels of real property more particularly shown on Exhibit "A-1" attached hereto and made a part hereof. The purpose of this Declaration is to enhance, preserve and protect the value of the Development;

WHEREAS, as of the date of recordation of this Declaration, Declarant owns the fee simple title to two separate parcels of real property consisting of approximately 3.351 acres and 7.545 acres respectively, which parcels are noted as Lot A and Lot D respectively on the attached Exhibit "A-1" and more particularly described on Exhibit "A-2", attached hereto and made a part hereof (collectively, the "Declarant Property");

WHEREAS, as of the date of recordation of this Declaration, Atkins Circle I, LLC, an Ohio limited liability company, owns the fee simple title to the parcel of real property noted as "Lot 1" on the attached Exhibit "A-1" (the "Atkins I Property"); Atkins Circle II, LLC, an Ohio limited liability company, owns the fee simple title to the parcel of real property noted as "Lot 2" on the attached Exhibit "A-1" (the "Atkins II Property"); and Streets of Toringdon, LLC, an Ohio limited liability company, owns the fee simple title to the parcels of real property noted as "Lot C", "Lot L" and "Lot M" on the attached Exhibit "A-1" (collectively, the "Streets

Property"), each of which parcels are more particularly described on Exhibit "A-3" attached hereto;

WHEREAS, as of the date of recordation of this Declaration, NRI is the ultimate member and manager of each of the Declarant, Atkins I, Atkins II and Streets; and

WHEREAS, Declarant desires to subject the fee simple title to the Declarant Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant does hereby declare that the Declarant Property be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of this Declaration, all of which are created in the best interest of the Declarant Property, any portion thereof, as well as the Benefited Property (as defined below) and which shall run with the fee simple title to all and any portion of the Declarant Property, and shall be binding upon all persons having and/or acquiring any right, title or interest in the Declarant Property or any portion thereof and shall inure to the benefit of each and every person, from time to time, owning or holding any interest in the Declarant Property or any portion thereof and/or the Benefited Property or any portion thereof, to the extent and for the duration provided herein.

ARTICLE 1. DEFINITIONS

The terms used in this Declaration shall have the following meanings:

1.1 "Atkins I" shall mean Atkins Circle I, LLC, an Ohio limited liability company.

1.2 "Atkins II" shall mean Atkins Circle II, LLC, an Ohio limited liability company.

1.3 "Benefited Party" shall mean each of Atkins I, Atkins II, and Streets and their respective successors in interest; provided, however, in the event that NRI or any other Nationwide Affiliate no longer owns directly or indirectly any interest in an entity that comprises the Benefited Party, then effective as of the date of such transfer, (i) the definition of Benefited Party shall be automatically redefined to exclude the entity that is no longer owned directly or indirectly by NRI or any other Nationwide Affiliate, and (ii) to the extent that such entity is also the Declarant then such entity's rights as the Declarant shall be deemed to have been automatically assigned to the remaining Benefited Party then owning fee simple title to the largest portion of the remaining Benefited Property.

1.4 "Benefited Property" shall mean the Atkins I Property, the Atkins II Property and the Streets Property; provided, however, in the event that NRI or any other Nationwide Affiliate no longer owns directly or indirectly any interest in a parcel of the real property that comprises the Benefited Property, then effective as of the date of such transfer, the definition of Benefited Property shall be automatically redefined to exclude any portion of the Atkins I Property, the Atkins II Property or the Streets Property that is no longer owned directly or indirectly by NRI or any other Nationwide Affiliate.

1.5 "City" shall mean the City of Charlotte, North Carolina.

1.6 "County" shall mean Mecklenburg County, North Carolina.

1.7 "Declarant" shall mean and refer to NRI Continental/Communities, LLC, an Ohio limited liability company, and any successors in interest to which it specifically assigns in writing (and such assignment is recorded in the public records of the County) its rights as the "Declarant" under this Declaration; provided, however, in the event that the Declarant no longer owns any portion of the Declarant Property (and provided the rights of the Declarant have not previously been assigned and such assignment recorded in the public records of the County), then effective as of the date that the Declarant transferred its remaining interest in the Declarant Property, the rights of the Declarant shall be deemed to have been automatically assigned to the Benefited Party then owning fee simple title to the largest portion of the Benefited Property.

1.8 "Declarant Property" shall mean the real property described on Exhibit "A- 2".

1.9 "Declaration" shall mean this instrument as it may be amended from time to time.

1.10 "Development" shall mean the mixed use project more particularly shown on Exhibit "A-1" hereto.

1.11 "First-Class Manner" shall mean the standards to which high-end mixed use projects in the Charlotte, North Carolina metropolitan area are typically constructed and maintained.

1.12 "Indebtedness" shall mean and refer to any indebtedness of any Lot Owner to the Declarant arising under any provision of this Declaration, including, but not limited to, any indebtedness arising under Article(s) 4, 5 or 6.

1.13 "Lot" shall mean and refer to those lots that currently comprise the Declarant Property, as the same may subsequently be divided hereafter.

1.14 "Lot Owner" shall mean and refer to the record owner of any portion of a Lot.

1.15 "Nationwide Affiliate" shall mean Nationwide Mutual Insurance Company, Nationwide Indemnity Company and/or a wholly-owned subsidiary or affiliate of one or both of them.

1.16 "NRI" shall mean Nationwide Realty Investors, Ltd., an Ohio limited liability company and its successors in interest.

1.17 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.18 "Streets" shall mean Streets of Toringdon, LLC, an Ohio limited liability company.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

2.1 Legal Description. The Declarant Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit "A-2".

ARTICLE 3. USE RESTRICTIONS

3.1 Use Restrictions. Unless otherwise agreed to in writing by the Declarant, no portion of the Declarant Property shall be used for the following:

(a) any facility which is illegal or dangerous, constitutes a nuisance, emits offensive odors, fumes, dust or vapors or loud noise or sounds or is inconsistent with a first-class metropolitan facility;

(b) bowling alley or skating rink (either roller or ice skating);

(c) pet store, pet grooming, veterinary clinic, or animal raising or boarding facility;

(d) nail salon or massage parlor (except as part of a full service day spa/salon);

(e) aviary;

(f) central laundry, dry-cleaning plant or laundromat;

(g) laser tag;

(h) adult bookstore or video store or a store devoting ten percent (10%) or more of its floor space to offering books and/or video materials directed to sexually explicit subject matter or for any other reason making it inappropriate for general use;

(i) amusement or video arcade, pool or billiard hall or dance hall;

(j) speakeasy;

(k) nude/partially clothed/exotic dancing or wait staff;

(l) drive-thru, head shop, waterbed store or any other establishment selling or otherwise exhibiting drug-related paraphernalia;

(m) mortuary or funeral parlor;

(n) slaughter house/stockyard;

(o) rendering facility;

(p) leather tannery;

(q) marital aids;

(r) palm reading/fortune telling/tarot cards/occult shop;

(s) automobile, truck, trailer or recreational vehicle showroom, service center (including, oil change/chassis lubrication services), body shop repair, filling station or car wash;

(t) gambling facility or operation, including, but not limited to, off-track betting parlor, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices or bingo hall;

(u) industrial/warehouse/storage/manufacturing/assembly/distilling/refining/ smelting/agricultural or mining operation;

(v) movie theater or live performance theater;

(w) mobile home park, trailer court, labor camp, junkyard or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;

(x) dumping, disposing, incineration or reduction of garbage;

(y) outdoor circus;

(z) flea market, pawn shop, junkyard, second-hand or surplus store or for any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(aa) tattoo or piercing business;

(bb) gun range or sales; or

(cc) sale of fireworks.

3.2 Term. The covenants and restrictions of Article 3 of this Declaration shall run with and bind the Declarant Property, and shall inure to the benefit of the Benefited Property and be enforceable by the Declarant, for a term of fifty (50) years from the date this Declaration is

recorded in the public records of the County after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the Declarant, has been recorded in the public records of that County, agreeing to change said covenants and restrictions in whole or in part; provided, however, in the event that neither the Declarant nor any other Nationwide Affiliate owns (directly or indirectly) any portion of the Declarant Property, the Benefited Property or any remaining portion of the Development, then upon expiration, the covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the Lot Owners of all of the Declarant Property has been recorded in the public records of that County, agreeing to change said covenants and restrictions in whole or in part.

ARTICLE 4. ARCHITECTURAL CONTROL

4.1 Review of Proposed Construction. With respect to the Declarant Property, no building, sign, exterior wall, fence, or other exterior structure or improvement shall be commenced, erected, maintained, modified or replaced, nor shall any trees, shrubs, bushes or plants be planted, nor shall any exterior painted surfaces be repainted, nor shall any addition or change or alteration be made to the exterior of any building or improvement, nor shall there be any material modification of any previously approved landscaping until plans and specifications showing the nature, kind, shape, height, colors, dimensions, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the Declarant. The Declarant shall approve proposals or plans and specifications only if submitted for its approval by the Lot Owner and only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the proposed construction complies with the Declarant's guidelines. The Declarant may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Declarant may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Declarant may require such detail in plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The Declarant may postpone review of any plans submitted for approval until all required materials have been submitted. In the event construction of any improvements proceeds without submitting plans to the Declarant or if construction proceeds without the approval of the Declarant or deviates from the issued approval, the Declarant shall have the right but not the duty to take such action as is set forth in Section 4.4 hereof and any other remedies as may be prescribed by law. In addition and without limiting the foregoing, all improvements constructed on any portion of the Declarant Property shall be constructed in a First Class Manner.

Without limiting the foregoing, each Lot Owner shall have the right to make any addition, change or alteration to the interior of any building or improvement located on such Lot

Owner's property, so long as such addition, change or alteration does not impact the exterior of the building or improvement.

4.2. Construction Obligations. While it is acknowledged that no Lot Owner shall have an obligation to commence construction of any improvements on its Lot, each Lot Owner agrees that once it has commenced construction of any improvements, such improvements shall be completed within 365 days after commencement. For purposes of this Section 4.2, "commencement of construction" shall be deemed to have occurred once steel or other vertical framing begins to be erected for the improvements. All construction and storage and staging areas with respect to a Lot shall be confined to the Lot. Nothing in this Section 4.2 shall be deemed to invalidate, modify or affect any construction obligations imposed on any Lot Owner pursuant to the deed by which the Lot Owner acquired title to the Lot or within any other document affecting such Lot.

4.3 Inspections. The Declarant shall have the right to inspect from time to time any Lot in order to determine whether any improvements constructed thereon meet the architectural standards and conform to the approvals issued by the Declarant.

4.4 Remedies in the Event of Non-Compliance. If the Declarant shall find that improvements, alterations or modifications to the Declarant Property are not in compliance with the architectural standards of the Declarant, the Declarant shall have the right to issue a report to the Lot Owner of such Lot particularizing the deficiencies. Within thirty (30) days after the date of such report, or such shorter period of time as may be appropriate in the event of an emergency or a dangerous condition, should the Lot Owner fail or refuse to commence and complete the work required by the report, the Declarant shall have the right to enter upon such Lot to remove any unauthorized improvements, alterations or modifications. Each Lot Owner does hereby authorize and vest in the Declarant the power to let out for bid the work required by the report, negotiate and accept bids and authorize contractors or subcontractors to enter upon the applicable Lot for the purpose of performing the specified work, in which case Declarant shall be acting as the agent for the Lot Owner and the entrance upon the Lot by those performing the work shall be a lawful entry and shall not be deemed a trespass. Declarant shall have the right to pay the contractors or subcontractors performing the work and within thirty (30) days of demand, the applicable Lot Owner shall reimburse the Declarant for all such sums expended together with interest at the rate of eighteen percent (18%) per annum from the date of the expenditure.

4.5 Term. The covenants and restrictions of Article 4 of this Declaration shall run with and bind the Declarant Property, and shall inure to the benefit of the Benefited Property and be enforceable by the Declarant until such time as neither the Declarant nor any other Nationwide Affiliate owns (directly or indirectly) any portion of the Declarant Property, the Benefited Property or any remaining portion of the Development at which time the terms and provisions of this Article 4 shall terminate and be of no further force or effect.

ARTICLE 5. MAINTENANCE AND REPAIR OBLIGATIONS

5.1 Maintenance Obligations. Each Lot Owner of any portion of the Declarant Property, in connection with and by acceptance of a deed to such portion of the Declarant

Property, whether or not it is so expressed in such deed, is deemed to covenant to maintain its Lot and any improvements to the Lot in good order and repair consistent with the First Class Manner and to prevent the Lot and any improvements to the Lot from falling into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration. The obligations to maintain shall include but not be limited to exterior paint on any building, landscaping, paving, trash removal and repair of exterior building surfaces.

5.2 Lot Owner's Liability. In the event any Lot Owner fails to maintain its Lot or any improvements constructed thereon so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, then the Declarant shall have the right to issue a report to the Lot Owner of such Lot particularizing the deficiencies. Within thirty (30) days after the date of such report, or such shorter period of time as may be appropriate in the event of an emergency or a dangerous condition, should the Lot Owner fail or refuse to commence and complete the work required by the report, the Declarant shall have the right to enter upon such Lot to cause the necessary repairs, maintenance or restoration to be performed to the Lot. Each Lot Owner does hereby authorize and vest in the Declarant the power to let out for bid the work required by the report, negotiate and accept bids and authorize contractors or subcontractors to enter upon the applicable Lot for the purpose of performing the specified work, in which case Declarant shall be acting as the agent for the Lot Owner and the entrance upon the Lot by those performing the work shall be a lawful entry and shall not be deemed a trespass. Declarant shall have the right to pay the contractors or subcontractors performing the work and within thirty (30) days of notice, the applicable Lot Owner shall reimburse the Declarant for all such sums expended together with interest at the rate of eighteen percent (18%) per annum from the date of the expenditure.

5.3 Inspections. The Declarant shall have the right to inspect from time to time any Lot in order to determine whether the maintenance of same meets the requirements of this Declaration.

5.4 Term. The covenants and restrictions of Article 5 of this Declaration shall run with and bind the Declarant Property, and shall inure to the benefit of and be enforceable by the Declarant until such time as neither the Declarant nor any other Nationwide Affiliate owns (directly or indirectly) any portion of the Declarant Property, the Benefited Property or any remaining portion of the Development at which time the terms and provisions of this Article 5 shall terminate and be of no further force or effect.

ARTICLE 6. INSURANCE

6.1 Insurance Requirements. Each Lot Owner shall be required to obtain and maintain adequate insurance on its Lot, which shall insure the improvements thereon for all hazards and perils normally covered by the causes of loss-special form, for the full replacement value thereof, with no deductions for depreciation, against loss by fire, flood, if in a flood zone, or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work, including increased costs of construction and demolition due to law and ordinance. Such insurance shall contain a clause which provides thirty (30) days prior written notice to the Declarant before the policy can be canceled. Each Lot Owner shall be

required to supply to the Declarant, if requested, evidence of insurance coverage on such Lot Owner's Lot which complies with the provisions of this Section.

6.2 Obligations in the Event of Casualty. In the event of damage or destruction by fire or other casualty to any Lot covered by insurance written in the name of the individual Lot Owner thereof, or required by the terms hereof to be so covered, then such Lot Owner shall promptly thereafter, either (i) contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the improvement on any Lot in a manner consistent with the original plans and specifications or (ii) contract for or otherwise substantially start the razing of any improvements and removal of all debris from the Lot. If such Lot Owner refuses or fails, for any reason to so repair or rebuild or to raze and remove as provided, then the Declarant, is hereby irrevocably authorized by such Lot Owner to repair and rebuild such damaged or destroyed portions of the improvement on any Lot in a manner consistent with the original plans and specifications thereof or to raze any remaining portions of the improvements and remove all debris. The applicable Lot Owner shall be responsible for the payment to Declarant of all costs of such repair, restoration, rebuilding, razing or removal.

6.3 Remedies of the Declarant. Should a Lot Owner fail to maintain insurance required to be maintained hereunder, the Declarant may forward a default notice to the applicable Lot Owner. If the Lot Owner fails to obtain the insurance required hereunder within thirty (30) days after notice from the Declarant, then the Declarant has the right to obtain the required insurance coverage on such Lot, and the Declarant may charge and the applicable Lot Owner shall be responsible for the payment to the Declarant of the costs associated with obtaining such insurance together with interest at the rate of eighteen percent (18%) per annum from the date of the expenditure. Notwithstanding anything to the contrary in this Section 6.3 hereof, the Declarant and its directors and officers shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on any Lot.

6.4 Term. The covenants and restrictions of Article 6 of this Declaration shall run with and bind the Declarant Property, and shall inure to the benefit of the Benefited Property and be enforceable by the Declarant until such time as neither the Declarant nor any other Nationwide Affiliate owns (directly or indirectly) any portion of the Declarant Property, the Benefited Property or any remaining portion of the Development at which time the terms and provisions of this Article 6 shall terminate and be of no further force or effect.

ARTICLE 7. COVENANT FOR PAYMENT OF INDEBTEDNESS

7.1 Indebtedness. Each Lot Owner of any portion of the Declarant Property, in connection with and by acceptance of a deed to such portion of the Declarant Property, whether or not it is so expressed in such deed, is deemed to covenant to pay to Declarant any and all Indebtedness of any Lot Owner to the Declarant arising under any provision of this Declaration. All such Indebtedness, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, remains the personal obligation of the entity or entities who was or were the Lot Owner(s) of such Lot when such indebtedness fell due. A Lot Owner shall be

jointly and severally liable for all unpaid amounts that come due up to the time of transfer, but such liability is without prejudice to any right the Lot Owner may have to recover from the previous Lot Owner the amounts paid by the Lot Owner.

7.2 Remedies of the Declarant. If any installment of Indebtedness is not paid within fifteen (15) days after demand, the Lot Owner responsible therefore may be required by the Declarant to pay a late charge of Twenty-five Dollars ($25.00), to the extent permitted by law and subject to waiver by the Declarant. In addition, any Indebtedness not paid within fifteen (15) days after demand shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lesser. If any installment of Indebtedness is not paid within thirty (30) days after demand, the Declarant may forward a default notice to the applicable Lot Owner. If the delinquent installments of any Indebtedness, and any charges thereon, are not paid in full on or before the thirtieth (30th) date specified in the notice, the Declarant, at its option, may declare all of the unpaid balance of the applicable Indebtedness to be immediately due and payable without further demand and may enforce the collection of the full Indebtedness and all charges thereon in any manner authorized by law and this Declaration, including, but not limited to, bringing an action at law against the Lot Owner individually obligated to pay any unpaid Indebtedness. No Lot Owner may waive or otherwise escape liability for Indebtedness herein on account of abandonment of the Lot, regardless of occupancy.

7.3 Cumulative Remedies. The right to institute suit to recover a money judgment for unpaid Indebtedness as above provided shall be in addition to and not in substitution for all other rights and remedies which the Declarant and its assigns may have hereunder and by law.

ARTICLE 8. GENERAL PROVISIONS

8.1 Enforcement. In addition to the remedies provided by law or in equity or under this Declaration, this Declaration may be enforced as follows:

8.1.1 Breach of any of the covenants contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant and/or the Declarant. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.

8.1.2 The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

8.1.3 The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce same thereafter.

8.2 Governing Law; Severability. This Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina. Invalidation of any one of

these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

8.3 Amendment. Except as otherwise provided herein, the terms and conditions of this Declaration may be amended or modified only with the approval of the Declarant and each Lot Owner of the Declarant Property; provided, however, in the event that neither the Declarant nor any other Nationwide Affiliate owns (directly or indirectly) any portion of the Declarant Property or the Development and an instrument has been recorded in the public records of the County confirming this fact, then the terms and conditions of this Declaration may be amended or modified only with the approval of each Lot Owner of the Declarant Property.

8.4 Interpretation. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

8.5 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any or other portion of the Declarant Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which said person acquired an interest in such property.

8.6 No Third Party Beneficiaries. The terms and conditions of this Declaration shall inure to the benefit of the Lot Owners of the Declarant Property, the Declarant, the Declarant Property, the Benefited Property and each Benefited Party who holds record title to any portion of the Benefited Property and in no event shall any other owner of any portion of the Development be construed as a third-party beneficiary of this Declaration.

8.7 Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Declaration shall be given by overnight courier or by certified United States mail, return receipt requested, postage prepaid, (i) if to Declarant, c/o Nationwide Realty Investors, Ltd. at 375 North Front Street, Suite 200, Columbus, Ohio 43215, Attn: President and Chief Operating Officer, (ii) if to Declarant, at 375 North Front Street, Suite 200, Columbus, Ohio 43215, Attn: President and Chief Operating Officer, and (iii) if to any Lot Owner, at the address set forth in such Lot Owner's source deed to its Lot. Any party may change its address for notices by notice to the other in the manner set forth above, given at least thirty (30) days in advance. All such consents, waivers, notices, demands, requests or other instruments shall be deemed given upon receipt thereof or upon the refusal of the addressee to receive the same.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective the date first set forth above.

NRI COMMUNITIES/CHARLOTTE, LLC,
an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its manager and sole member

By: _____
Brian J. Ellis
President and Chief Operating Officer

STATE OF OHIO :
: SS
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 11 day of June, 2008, by Brian J. Ellis, President and Chief Operating Officer of Nationwide Realty Investors, Ltd., as member and manager of NRI Charlotte/Communities, LLC, an Ohio limited liability company, on behalf of the limited liability company.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument prepared by and after recording return to:

Janice L. Gresko, Esq.
Nationwide Realty Investors, Ltd.
375 N. Front Street, Suite 200
Columbus, Ohio 43215

EXHIBITS

Exhibit "A-1"	Site Plan of the Development
Exhibit "A-2"	Legal Description of the Declarant Property

EXHIBIT "A-1"

Site Plan of Development

See attached.

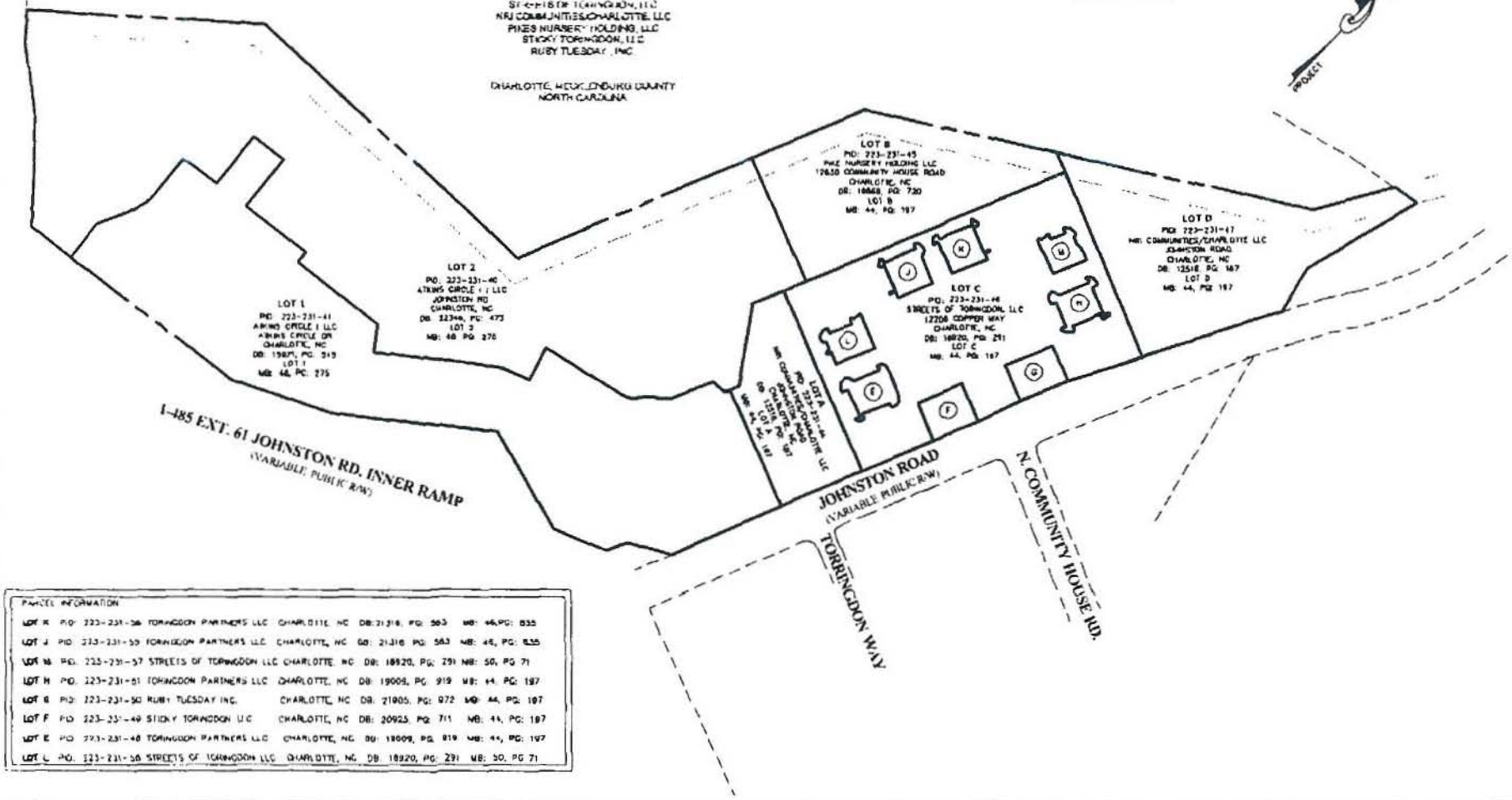
PARCEL COMPOSITE MAP SHOWING:

ATKINS CIRCLE I, LLC
ATKINS CIRCLE I, LLC
STREETS OF TORRINGDON, LLC
NRJ COMMUNITIES/CHARLOTTE, LLC
PIKES NURSERY HOLDING, LLC
STICKY TORRINGDON, LLC
RUBY TUESDAY, INC

CHARLOTTE, MECKLENBURG COUNTY
NORTH CAROLINA

GRAPHIC SCALE
300 150 0 150 300
SCALE: 1" = 300'

PROJECT



PARCEL INFORMATION

LOT K	PID: 223-231-56	TORINGDON PARTNERS LLC	CHARLOTTE, NC	DB: 21316, PG: 563	MB: 46, PG: 835
LOT J	PID: 223-231-55	TORINGDON PARTNERS LLC	CHARLOTTE, NC	DB: 21316, PG: 563	MB: 46, PG: 835
LOT G	PID: 223-231-57	STREETS OF TORINGDON LLC	CHARLOTTE, NC	DB: 18920, PG: 291	MB: 50, PG 71
LOT H	PID: 223-231-51	TORINGDON PARTNERS LLC	CHARLOTTE, NC	DB: 19009, PG: 919	MB: 44, PG: 197
LOT G	PID: 223-231-50	RUBY TUESDAY INC.	CHARLOTTE, NC	DB: 21905, PG: 972	MB: 44, PG: 197
LOT F	PID: 223-231-49	STICKY TORINGDON LLC	CHARLOTTE, NC	DB: 20925, PG: 711	MB: 44, PG: 197
LOT E	PID: 223-231-48	TORINGDON PARTNERS LLC	CHARLOTTE, NC	DB: 19009, PG: 919	MB: 44, PG: 197
LOT C	PID: 223-231-58	STREETS OF TORINGDON LLC	CHARLOTTE, NC	DB: 18920, PG: 291	MB: 50, PG 71

EXHIBIT "A-2"

Legal Description of the Declarant Property

Parcel No. 1

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot A, containing 3.351 acres, more or less, as shown on plat entitled "Subdivision of the Streets of Toringdon, Being a Division of Lot 3 Atkins Map 1, Recorded in the Office of the Registrar of Deeds in Map Book 39 at Page 597 in the City of Charlotte, County of Mecklenburg, State of North Carolina", which plat is recorded in Map Book 44 at Pages 197 and 201, Mecklenburg County Registry.

Parcel No. 2

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot D, containing 7.545 acres, more or less, as the same is shown on map thereof recorded in Map Book 44, Page 197 in the Mecklenburg County Public Registry.

EXHIBIT "A-3"

Legal Description of the Benefited Property

Atkins I Property

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

BEING all of Lot 1, containing 18.277 acres, more or less, as shown on plat entitled "Recombination Plat of: Atkins Map 1 Previously Recorded Map Book 39, Page 597" which plat is recorded in Map Book 48 at Page 275, Mecklenburg County Registry.

Atkins II Property

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

BEING all of Lot 2, containing 30.186 acres, more or less, as shown on plat entitled "Recombination Plat of: Atkins Map 1 Previously Recorded Map Book 39, Page 597" which plat is recorded in Map Book 48 at Page 275, Mecklenburg County Registry.

Streets Property

Parcel No. 1

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot C, containing 9.426 acres, more or less, as the same is shown on map thereof recorded in Map Book 50, Page 71 in the Mecklenburg County Public Registry.

Parcel No. 2

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot L, containing 0.328 acre, more or less, as the same is shown on map thereof recorded in Map Book 50, Pages 71 and 73 in the Mecklenburg County Public Registry.

Parcel No. 3

All that certain tract or parcel of land lying and being in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot M, containing 0.273 acre, *more or less, as the same is shown on map thereof recorded in* Map Book 50, Pages 71 and 75 in the Mecklenburg County Public Registry.

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

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Filed For Registration:	**06/12/2008 03:13 PM**
Book:	**RE 23856 Page: 288-306**
Document No.:	**2008103606**
	RESTR 19 PGS $65.00
Recorder:	**APRIL JONES**

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