

~~PK: 06959 PD: 0250/0275~~ ~~0353 54.00~~
REGISTERED JUL/31/1992 01:39PM ANNE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

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/

STATE OF NORTH CAROLINA

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR NORTHCROSS
AND CONSENTS OF LENDERS

COUNTY OF MECKLENBURG

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHCROSS (the "Amendment") is made this 28th day of July, 1992 by HUNTLANDS LIMITED PARTNERSHIP, a North Carolina limited partnership, hereinafter referred to as "Declarant" and the undersigned owners of property in NorthCross, hereinafter together referred to as "Owners";

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for NorthCross was recorded in the Mecklenburg County Public Registry on March 15, 1990 in Book 6229 at Page 610 (hereinafter called the "Declaration"); and

WHEREAS, Declarant and the Owners as members of NorthCross Master Association, Inc. desire to amend the Declaration in the manner hereinafter set forth; and

WHEREAS, Section 3 of Article IX of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of at least fifty-one percent (51%) of the Total Votes and by the Declarant, so long as the Declarant still owns any Lots (unless the context otherwise requires, all defined terms utilized herein shall have the same meaning ascribed to them in the Declaration); and

JCO/lw/1336-7/27/92

Drawn by Arny Patrick (860)
Mail to Perry Patrick

0000 6959 0250

BK: 07071 PG: 0803/09281# 0323 54.00
REGISTERED OCT/27/1992 02:22PM ANNE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

This document is being re-recorded to add additional pages.

Christopher Oates
Christopher Oates, Attorney

WHEREAS, as of the date hereof, the Owners and the votes appurtenant to the Lots owned by the Owners are as set forth on Exhibit A attached hereto and incorporated herein by reference;

NOW, THEREFORE, the undersigned do hereby amend the Declaration as follows:

1. The provisions of Exhibit E of the Declaration entitled "Permitted Uses" are hereby amended as follows:

(i) To the uses permitted in Parcels C and G (but not Parcel E) appearing on page 37 of the Declaration (Book 6229 at Page 646 in the aforesaid Public Registry) the following numerical designations and uses are added:

- "4. Indoor recreational facilities and subject to Declarant's prior written approval, outdoor recreational facilities
5. Subject to Declarant's prior written approval, Repair and Servicing
6. Wholesale Sales"; and

(ii) To the uses permitted in Parcel H appearing on pages 38 and 39 of the Declaration (Book 6229 at Page 647 and 648 in the aforesaid Public Registry) the following numerical designations and uses are added:

- "17. Hotels and motels
18. Indoor recreational facilities and subject to Declarant's prior written approval, outdoor recreational facilities
19. Restaurants
20. Merchandise showrooms
21. Retail establishments".

2. Declarant and the Owners hereby acknowledge and agree that so long as the real property consisting of approximately 50 acres and designated as a portion of Parcel D on Exhibit D to the Declaration, as said real property is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Office/Business Park Property"), shall

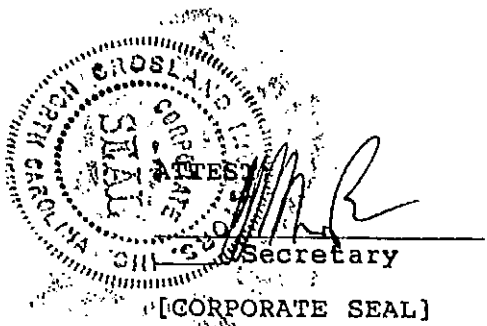
be owned by The Shelton Companies, a North Carolina general partnership ("Shelton"), or Thomas E. Cummings, agent for an undisclosed principal, (said principal being hereinafter referred to as the "Assignee") or any co-tenancy, partnership, joint venture or corporation in which Shelton or the Assignee owns an equity interest or which controls, or is controlled by, or is under common control with Shelton or the Assignee (collectively referred to as the "Permitted Successor"), the Office/Business Park Property shall be excluded from the definition of "Existing Property" as said term is defined in Section 1 of Article II of the Declaration with the effect that the covenants, conditions, restrictions, easements, charges and liens of the Declaration shall not be enforceable against any portion of the Office/Business Park Property; provided, however, if at any time after the date hereof, all or any undeveloped portion of the Office/Business Park Property is owned by an Owner other than Shelton, the Assignee or a Permitted Successor or all or any portion of the Office/Business Park Property is developed by an Owner, including Shelton, the Assignee or a Permitted Successor for a use other than as an office/business park facility, then with respect to the portion of the Office/Business Park Property then owned by an Owner other than Shelton, the Assignee or a Permitted Successor or developed for a use other than as an office/business park facility, the covenants, conditions, restrictions, easements, charges and liens of the Declaration shall be enforceable against said portion commencing on the date said undeveloped portion of the Office/Business Park

Property is acquired by an Owner other than Shelton, the Assignee or a Permitted Successor or, in the case of development which is not as an office/business park facility, on the date the Plans for such development are approved by the Architectural Review Committee in accordance with the provisions of Section 2 of Article VII of the Declaration (appearing on page 15 thereof), which approval shall be required for development which is not as an office/business park facility; and provided, further, that upon the development of any portion of the Office/Business Park Property as a first-class office/business park facility with office buildings and improvements, then as long as said portion is operated as a first-class office/business park facility, said portion shall be excluded from the definition of "Existing Property" and shall be exempt from the covenants, conditions, restrictions, easements, charges and lien of the Declaration, notwithstanding the identity of the Owner of said portion of the Office/Business Park Property.

8. Declarant and the Owners do hereby acknowledge and agree that in all other respects the Declaration shall remain unchanged and in full force and effect and the Declaration, as amended herein, is hereby ratified, affirmed and approved.

9. The signature and acknowledgment pages which follow may be signed in counterpart originals all of which, taken together, shall constitute an original document.

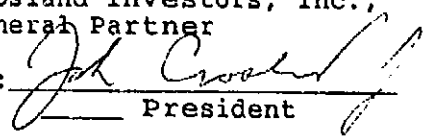
IN WITNESS WHEREOF, the Declarant and Owners has caused these presents to be duly executed under seal by authority duly given as of the day and year first above written.

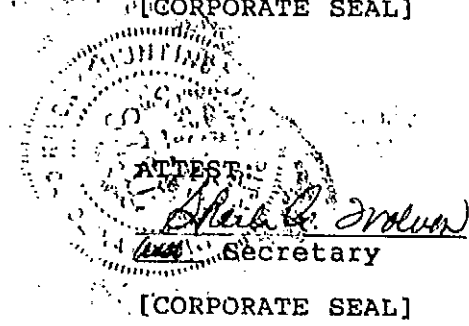

[CORPORATE SEAL]
Secretary

DECLARANT:

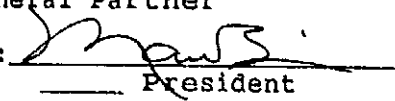
HUNTLANDS LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

By: Crosland Investors, Inc.,
General Partner

By: 
President


[CORPORATE SEAL]
ATTEST:
Secretary

By: Huntington Capital, Inc.,
(formerly Erwin Properties, Inc.),
General Partner

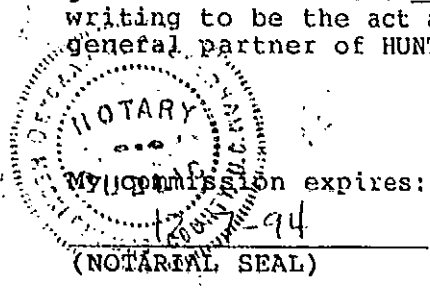
By: 
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, John Crosland, Jr., who being by me duly sworn, says that he is _____ President of Crosland Investors, Inc., general partner of HUNTLANDS LIMITED PARTNERSHIP, a North Carolina limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Crosland Investors, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP, by authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP.

Deborah W. Coker Gam
Notary Public

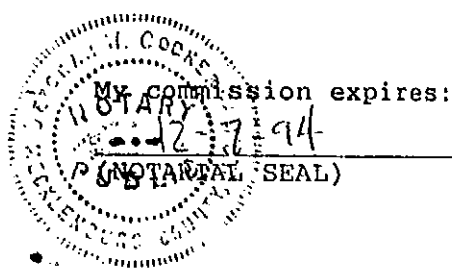


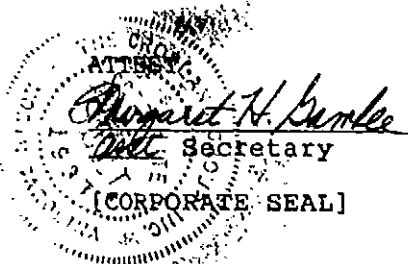
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, Mark Erwin, who being by me duly sworn, says that he is _____ President of Huntington Capital, Inc. (formerly Erwin Properties, Inc.), general partner of HUNTLANDS LIMITED PARTNERSHIP, a North Carolina limited partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Huntington Capital, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP, by authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP.

Deborah W. Coker Gam
Notary Public





OWNERS:

THE CROSLAND GROUP, INC.

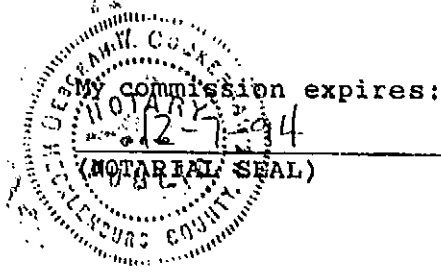
By: [Signature]
VICE President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, CHARLES E. TEAL, who being by me duly sworn, says that he is VICE President of THE CROSLAND GROUP, INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation; that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 28th day of July, 1992.

[Signature]
Notary Public



OWNERS (continued):

NORTHCROSS INVESTORS LIMITED
PARTNERSHIP, a North Carolina
limited partnership (SEAL)

By: Furr Area Group,
General Partner

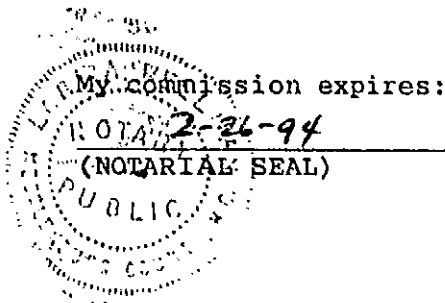
By: *Lewis H. Parham* (SEAL)
Authorized General Partner

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Lori A. Wellman, a Notary Public for said County and State, do hereby certify that Lewis H. Parham, Authorized General Partner of Furr Area Group, itself the General Partner of NORTHCROSS INVESTORS LIMITED PARTNERSHIP, a North Carolina limited partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Authorized General Partner of Furr Area Group, itself the General Partner of NORTHCROSS INVESTORS LIMITED PARTNERSHIP.

WITNESS my hand and notarial seal, this the 28th day of July, 1992.

Lori A. Wellman
Notary Public

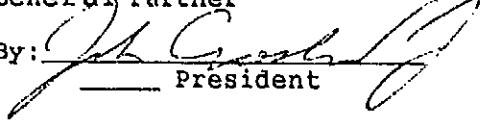


OWNERS (continued):



NORTHCROSS BUSINESS PARKS LIMITED
PARTNERSHIP, a North Carolina
limited partnership (SEAL)

By: Huntlands Limited Partnership,
a North Carolina
limited partnership, (SEAL)
General Partner

By: Crosland Investors, Inc.,
General Partner


By: 

President

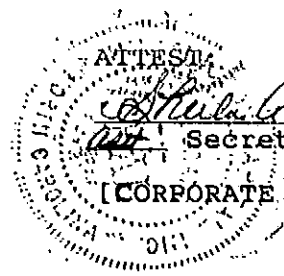

 ATTEST:


Secretary
[CORPORATE SEAL]

By: Huntington Capital, Inc.,
(formerly Erwin Properties,
Inc.), General Partner

By: 

President

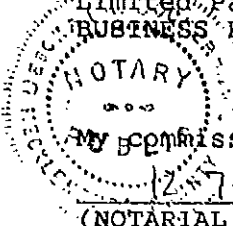
 ATTEST:


Secretary
[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, John Crosland, Jr., who being by me duly sworn, says that he is _____ President of Crosland Investors, Inc., general partner of Huntlands Limited Partnership, a North Carolina limited partnership, itself a general partner of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Crosland Investors, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of Huntlands Limited Partnership, itself a general part of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP, by authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of Huntlands Limited Partnership, itself a general partner of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP.

Deborah W. Cokerham
Notary Public

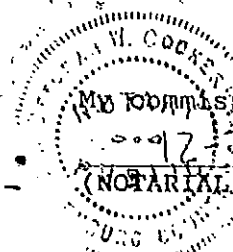


My commission expires: 12-7-94
(NOTARIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, Mark Rubin, who being by me duly sworn, says that he is _____ President of Huntington Capital, Inc. (formerly Erwin Properties, Inc.), general partner of Huntlands Limited Partnership, a North Carolina limited partnership, itself a general partner of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Huntington Capital, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of Huntlands Limited Partnership, itself a general partner of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP, by authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of Huntlands Limited Partnership, itself a general partner of NORTHCROSS BUSINESS PARKS LIMITED PARTNERSHIP.

Deborah W. Cokerham
Notary Public

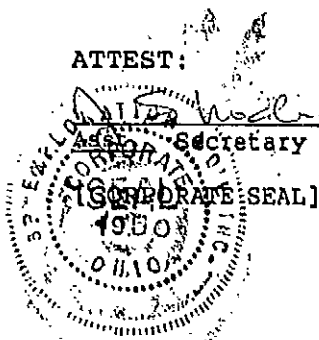


My commission expires: 12-7-94
(NOTARIAL SEAL)

OWNERS (continued):

BP EXPLORATION & OIL INC.
(formerly BP Oil Company)

ATTEST:



J. Shoda Secretary

By: B.T. Werner B.T. Werner

~~XXXXXXXXXXXXXXXXXXXX~~

Mgr., Real Estate & Market Development

APPROVED	
JCB	AS TO FORM
	AS TO FORM-SM

STATE OF OHIO

COUNTY OF CUYAHOGA

This 29th day of September, 1992, personally came before me, B.T. Werner, who being by me duly sworn, says that he is * ~~XXXXXXXXXXXX~~ President of BP EXPLORATION & OIL INC. (formerly BP Oil Company) and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation; that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said * ~~XXXXXXXXXXXX~~ acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 29th day of September, 1992.

Sherry Deau
Notary Public

My commission expires:

SHERRY DEAU
Notary Public, State of Ohio, Cuyahoga County
(NOTARY PUBLIC) SEP 13, 1994

Mgr., Real Estate & Market Development

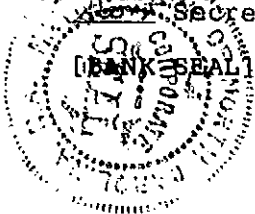
OWNERS (continued):

NATIONSBANK OF NORTH CAROLINA,
N.A. (formerly NCNB National
Bank of North Carolina)

ATTEST:


Secretary

By: 
Vice President

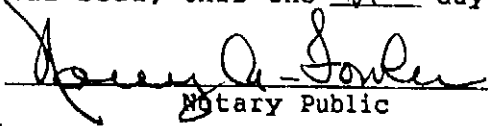


STATE OF NORTH CAROLINA

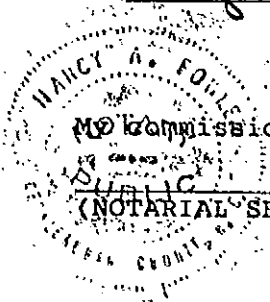
COUNTY OF MECKLENBURG

This 11 day of August, 1992, personally came before me, Jimmy H. Medlin who being by me duly sworn, says that he is Vice President of NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina) and that the seal affixed to the foregoing instrument in writing is the bank seal of said national banking association; that said writing was signed and sealed by him on behalf of said banking association by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said banking association.

WITNESS my hand and notarial seal, this the 11 day of August, 1992.


Notary Public

My Commission expires: 4/13/95



(NOTARIAL SEAL)

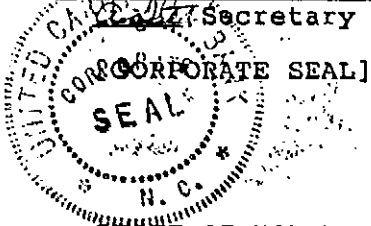
OWNERS (continued):

UNITED CAROLINA BANK

ATTEST:

Gaylene H. Davis
Secretary

By: Merritt C. Card
VICE President



STATE OF NORTH CAROLINA
UNION
COUNTY OF ~~MECKLENBURG~~

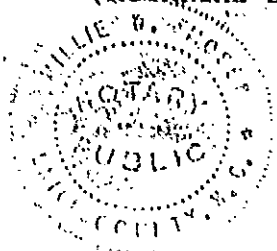
This 24th day of August, 1992, personally came before me, Merritt C. Card, who being by me duly sworn, says that he is Vice President of UNITED CAROLINA BANK and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation; that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 24th day of August, 1992.

Willie D. Mason
Notary Public

My commission expires:

6-29-96
(NOTARIAL SEAL)



CONSENT OF LENDER
(NorthCross Business Parks)

NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina), owner and holder of a note secured by that certain Deed of Trust and Security Agreement recorded in Book 6473 at Page 99 in the Mecklenburg County Public Registry and Assignment of Leases recorded in Book 6473 at Page 143 in the aforesaid Public Registry and TIM, INC., Trustee under said Deed of Trust hereby agree that they have consented to the terms and provisions of the Amendment to Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Consent is attached (hereinafter called the "Agreement"); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Agreement but shall merely vest in NationsBank of North Carolina, N.A. the rights and duties set forth herein; that all present and future owners of any of the property described in the Agreement shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon payment of the loan secured by the Deed of Trust, the rights of NationsBank of North Carolina, N.A. and TIM, Inc. (or such successor trustee as permitted by the Deed of Trust) set forth in this Agreement shall terminate.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 29 day of July, 1992.

NATIONSBANK OF NORTH CAROLINA, N.A.,
Owner and Holder

By: Laura Ryan
Vice President

ATTEST:

Katherine B. Vlaid
Asst Secretary

[BANK SEAL]

TIM, INC., Trustee

By: Brenda L. Cooper
Vice President

ATTEST:

Katherine B. Vlaid
Asst Secretary

[CORPORATE SEAL]

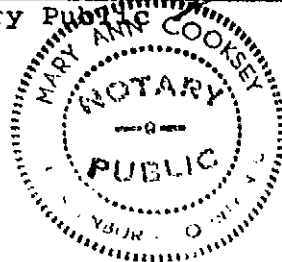
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 27th day of July, 1992, personally came before me, Laura Ryan, who being by me duly sworn says that she is the Vice President of NATIONSBANK OF NORTH CAROLINA, N.A., a national banking association, that the seal affixed to the foregoing instrument in writing is the bank seal of said banking association, and that said writing was signed and sealed by him (her) in behalf of said banking association by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said banking association.

Mary Ann Cooksey
Notary Public

My Commission Expires:
My Commission Expires December 18, 1994

[NOTARIAL SEAL]



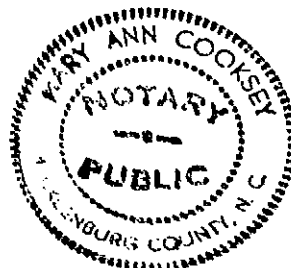
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 27th day of July, 1992, personally came before me, Brenda L. Cooper, who being by me duly sworn says that she is the Vice President of TIM, INC., a North Carolina corporation, Trustee, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him (her) on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Mary Ann Cooksey
Notary Public

My Commission Expires:
My Commission Expires December 18, 1994

[NOTARIAL SEAL]



CONSENT OF LENDER
(Huntlands)

NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina), owner and holder of a note secured by that certain Deed of Trust and Security Agreement recorded in Book 6473 at Page 76 in the Mecklenburg County Public Registry and Assignment of Leases recorded in Book 6473 at Page 124 in the aforesaid Public Registry and TIM, INC., Trustee under said Deed of Trust hereby agree that they have consented to the terms and provisions of the Amendment to Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Consent is attached (hereinafter called the "Agreement"); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Agreement but shall merely vest in NationsBank of North Carolina, N.A. the rights and duties set forth herein; that all present and future owners of any of the property described in the Agreement shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon payment of the loan secured by the Deed of Trust, the rights of NationsBank of North Carolina, N.A. and TIM, Inc. (or such successor trustee as permitted by the Deed of Trust) set forth in this Agreement shall terminate.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 29 day of July, 1992.

NATIONSBANK OF NORTH CAROLINA, N.A.,
Owner and Holder

ATTEST:

Katherine B. Ulrich
Asst. Secretary

By: Laura Ryan
Vice President

[BANK SEAL]

TIM, INC., Trustee

ATTEST:

Katherine B. Ulrich
Asst. Secretary

By: Brenda P. Cooper
Vice President

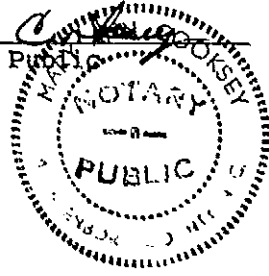
[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29th day of July, 1992, personally came before me, Laura Ryan, who being by me duly sworn says that she is the _____ President of NATIONSBANK OF NORTH CAROLINA, N.A., a national banking association, that the seal affixed to the foregoing instrument in writing is the bank seal of said banking association, and that said writing was signed and sealed by him (her) in behalf of said banking association by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said banking association.

Erany Ann Cooksey
Notary Public



My Commission Expires:
~~My Commission Expires December 18, 1994~~

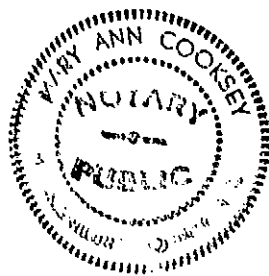
[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29th day of July, 1992, personally came before me, Brenda L. Cooper, who being by me duly sworn says that she is the Vice President of TIM, INC., a North Carolina corporation, Trustee, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him (her) on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Erany Ann Cooksey
Notary Public



My Commission Expires:
~~My Commission Expires December 18, 1994~~

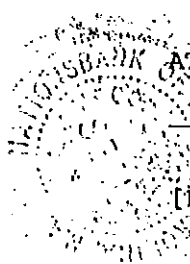
[NOTARIAL SEAL]

CONSENT OF LENDER
(Crosland)

NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina), owner and holder of a note secured by that certain Deed of Trust and Security Agreement recorded in Book 6473 at Page 50 in the Mecklenburg County Public Registry and Assignment of Leases recorded in Book 6473 at Page 132 in the aforesaid Public Registry and TIM, INC., Trustee under said Deed of Trust hereby agree that they have consented to the terms and provisions of the Amendment to Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Consent is attached (hereinafter called the "Agreement"); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Agreement but shall merely vest in NationsBank of North Carolina, N.A. the rights and duties set forth herein; that all present and future owners of any or the property described in the Agreement shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon payment of the loan secured by the Deed of Trust, the rights of NationsBank of North Carolina, N.A. and TIM, Inc. (or such successor trustee as permitted by the Deed of Trust) set forth in this Agreement shall terminate.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 29 day of July, 1992.

ATTEST:


Katherine B. Ulich
ASA Secretary

[BANK SEAL]

ATTEST:

Katherine B. Ulich
ASA Secretary

[CORPORATE SEAL]

NATIONSBANK OF NORTH CAROLINA, N.A.,
Owner and Holder

By: Laura Ryan
Vice President

TIM, INC., Trustee

By: Brenda L. Cooper
Vice President

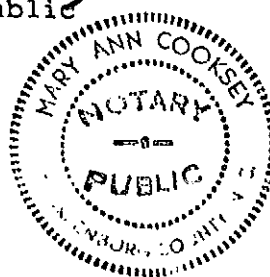
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29th day of July, 1992, personally came before me, Laura Ryan, who being by me duly sworn says that she is the Vice President of NATIONSBANK OF NORTH CAROLINA, N.A., a national banking association, that the seal affixed to the foregoing instrument in writing is the bank seal of said banking association, and that said writing was signed and sealed by him (her) in behalf of said banking association by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said banking association.

Mary Ann Cooksey
Notary Public

My Commission Expires:

My Commission Expires December 18, 1994
[NOTARIAL SEAL]



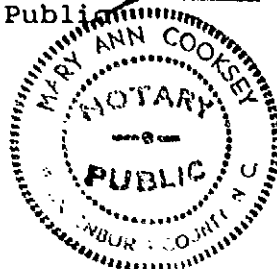
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29th day of July, 1992, personally came before me, Bevada L. Cooper, who being by me duly sworn says that she is the Vice President of TIM, INC., a North Carolina corporation, Trustee, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him (her) on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Mary Ann Cooksey
Notary Public

My Commission Expires:
My Commission Expires December 18, 1994

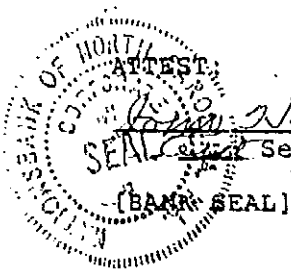
[NOTARIAL SEAL]



CONSENT OF LENDER
(NorthCross Investors)

NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina), owner and holder of a note secured by that certain Deed of Trust and Security Agreement recorded in Book 6260 at Page 634 in the Mecklenburg County Public Registry and Assignment of Leases recorded in Book 6260 at Page 658 in the aforesaid Public Registry, each as modified in Book 6603 at Page 88 in the aforesaid Public Registry and TIM, INC., Trustee under said Deed of Trust hereby agree that they have consented to the terms and provisions of the Amendment to Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Consent is attached (hereinafter called the "Agreement"); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Agreement but shall merely vest in NationsBank of North Carolina, N.A. the rights and duties set forth herein; that all present and future owners of any of the property described in the Agreement shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon payment of the loan secured by the Deed of Trust, the rights of NationsBank of North Carolina, N.A. and TIM, Inc. (or such successor trustee as permitted by the Deed of Trust) set forth in this Agreement shall terminate.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 13 day of October, 1992.



ATTEST:
[Signature]
Secretary

(BANK SEAL)

NATIONSBANK OF NORTH CAROLINA, N.A.,
Owner and Holder

By: [Signature]
Vice President

TIM, INC., Trustee

By: [Signature]
Vice President

ATTEST:
[Signature]
Asst. Secretary

(CORPORATE SEAL)



STATE OF NORTH CAROLINA

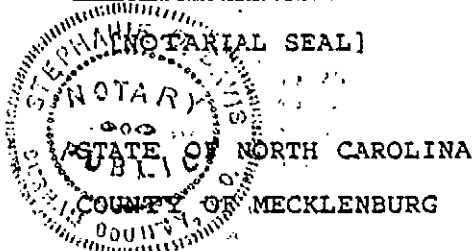
COUNTY OF MECKLENBURG

This 13th day of October, 1992, personally came before me, Steven B. Smith, who being by me duly sworn says that he is the Vice President of NATIONSBANK OF NORTH CAROLINA, N.A., a national banking association, that the seal affixed to the foregoing instrument in writing is the bank seal of said banking association, and that said writing was signed and sealed by him (her) in behalf of said banking association by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said banking association.

Stephanie D. D'Vie
Notary Public

My Commission Expires:

8-9-95

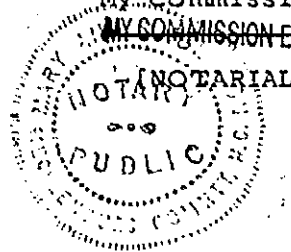


This 14th day of October, 1992, personally came before me, C. Veronica Smith, who being by me duly sworn says that he is the Assistant Secretary of TIM, INC., a North Carolina corporation, Trustee, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him (~~her~~) on behalf of said corporation by its authority duly given. And the said Assistant Secretary acknowledged the said writing to be the act and deed of said corporation.

Mary Ann D'Vie
Notary Public

My Commission Expires:

~~MY COMMISSION EXPIRES 5/4/97~~



CONSENT OF LENDER
(Balance Purchase Money Mortgage)

H. PARKS HELMS, Trustee, for and on behalf of H. Parks Helms and Jane Withers Holland, Co-Executors Under the Will of James R. Withers, Jr., parties to that certain Land Purchase Agreement between said parties and The Crosland Group, Inc. dated June 22, 1989, as amended by Addendum "A" dated July 13, 1989, secured by a Purchase Money Deed of Trust recorded in Book 6229 at Page 724 in the Mecklenburg County Public Registry (the "Deed of Trust"), hereby agrees that he has consented to the terms and provisions of the Amendment to Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Consent is attached (hereinafter called the "Agreement"); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Agreement but shall merely vest in H. Parks Helms and Jane Withers Holland the rights and duties set forth herein; that all present and future owners of any of the property described in the Agreement shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon performance by The Crosland Group, Inc. under the above described Land Purchase Agreement, the rights of H. Parks Helms and Jane Withers Holland and H. Parks Helms, as Trustee (or such successor trustee as permitted by the Deed of Trust) set forth in this Agreement shall terminate.

The undersigned H. PARKS HELMS, Trustee, is specifically authorized and empowered to execute and deliver this Consent without joinder of the Beneficiary under the Deed of Trust as provided in the provisions of Paragraphs 2 and 3 of Exhibit C to said Deed of Trust, reference to which provisions is hereby made and the same are incorporated herewith as if fully set forth herein, and the signature of the undersigned Trustee shall have the same force and effect as if both Trustee and Beneficiary had executed and delivered this Consent.

IN WITNESS WHEREOF, the undersigned has duly executed these presents under seal as of this the 29th day of July, 1992.



H. PARKS HELMS, Trustee (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Argen R. Aycock, a Notary Public for said State and County, do hereby certify that H. PARKS HELMS, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 29th day of July, 1992.

Argen R. Aycock
Notary Public

My Commission Expires:
10/22/84

[NOTARIAL SEAL]

EXHIBIT A

	<u>ACRES OWNED</u>	<u>VOTES</u>
CLASS "A" LOTS		
BP America, Inc.	1.264	1.264
NationsBank of North Carolina, N.A.	1.585	1.585
NorthCross Business Parks Limited Partnership	119.635	119.635
NorthCross Investors Limited Partnership	39.414	39.414
The Crosland Group, Inc.	62.392	62.392
United Carolina Bank	<u>.993</u>	<u>.993</u>
TOTAL	225.283	225.283
CLASS "B" LOTS		
Huntlands Limited Partnership (42.650 x 5)	<u>42.650</u>	<u>213.250</u>
GRAND TOTAL	<u>267.933</u>	<u>438.533</u>

EXHIBIT B

Lying and being situated in Huntersville and Deweese Townships, Mecklenburg County, North Carolina and being more particularly described as follows:

PARCEL 4-B

BEGINNING at a stone in the westerly common corner of the property conveyed to Danny L. Burris as the same is described in deed recorded in Deed Book 5383 at Page 609 in the Mecklenburg County Public Registry and the property conveyed to Robert F. Knox, Jr. as the same is described in deed recorded in Deed Book 1902 at Page 173 in the aforesaid Public Registry and running thence N. 10-20-24 W. 506.54 feet to a point; thence N. 52-10-30 W. 858.27 feet to a point; thence S. 88-31-59 W. 930.45 feet to a point in the easterly margin of the right-of-way of Statesville Road (U.S. Highway #21) (N.C. Highway #73) (150' R/W); thence with the easterly margin of the right-of-way of Statesville Road N. 05-53-31 W. 126.22 feet to a point in the southerly line of the property of Mary Dills Cook devised by will recorded in Will Book 7 at Page 539 and conveyed by deeds recorded in Deed Book 1229 at Page 86 and Deed Book 1801 at Page 53 in the aforesaid Public Registry; thence with two (2) lines of Mary Dills Cook (1) N. 24-01-27 E. 978.57 feet to an existing iron pin, and (2) N. 05-31-36 E. 74.00 feet to an existing iron pin; thence with the southerly property line of the aforesaid Mary Dills Cook property and with the southerly property line of the property conveyed to Robert Franklin Knox as the same is described in deed recorded in Deed Book 2655 at Page 59 in the aforesaid Public Registry S. 72-20-27 E. 1,615.49 feet to an existing iron pin at a large stone in the westerly property line of the property conveyed to Mark Thomas Tevepaugh and wife Janet Tevepaugh as the same is described in deed recorded in Deed Book 5383 at page 388 in the aforesaid Public Registry; thence with the westerly and southwesterly property lines of the aforesaid Tevepaugh property and with the westerly property line of the property conveyed to Robert F. Knox, Jr. as the same is described in deed recorded in Deed Book 1902 at Page 173 in the aforesaid Public Registry two (2) calls and distances as follows: (1) S. 29-20-22 E. 752.37 feet to an existing iron pin; and (2) S. 32-24-03 W. 1,122.70 feet (passing an existing iron pin at 511.53 feet) to a stone, the point or place of beginning, containing 50.09 acres, all as shown on survey prepared by Jack R. Christian, N.C.R.L.S., dated June 1, 1992 and last revised July 22, 1992 and entitled "Boundary Survey For Huntlands Limited Partnership Shopping/Distribution Center", reference to which survey is hereby made for a more particular description of the property.

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of Deborah W. Cockerham,
Lori A. Wellman, Mary Ann Cooksey and
Argen R. Aycock

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. POWERS, REGISTER OF DEEDS

By *Anne A. Powers* Deputy - Register of Deeds

~~100
53.00
54.00~~

100
53.00
54.00

BK 7071 PG 828+A

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Deborah W. Cockerham, Lori A. Wellman,

Sherry Deau, Nancy A. Fowler, Millie D. Moser, Mary Ann Cooksey,

Stephanie D. Davis, Mary Ann Singleton and Argen R. Aycock

a Notar(y) (ies) Public (is) (are) certified to be correcty

This 27th day of October 19 92.

Anne A. Powers, Register of Deeds

By: Rosalie B. Duse Deputy