

For Registration
 Fredrick Smith
 Register of Deeds
 Mecklenburg County, NC
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 Instrument Number: 2025116527

Fredrick Smith

TENTH MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANTS

THIS TENTH MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANTS ("Tenth Modification") is made as of November 13, 2025 ("Effective Date"), by **FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Declarant"), **ONEBLOOD, INC.**, a Florida nonprofit corporation ("Oneblood"), **LESER, LLC**, a North Carolina limited liability company ("Leser"), **FOREST PARK V, LLC**, an Alabama limited liability company ("FP-V"), **FOREST PARK X, LLC**, an Alabama limited liability company ("FP-X"), **SCHUBERT NORTH AMERICA, LLC**, a Delaware limited liability company ("Schubert"), **INVA PROPERTIES LLC**, a North Carolina limited liability company ("Inva"), **BAC/CB FPIV LLC**, a North Carolina limited liability company ("FPIV"), **LHG ARROWOOD, INC.**, a North Carolina corporation ("LHG"), and **POPS PROPERTIES, LLC**, a North Carolina limited liability company ("POPS").

A. Declarant has previously executed and recorded a Declaration of Restrictive Covenants dated December 6, 1985 and recorded in Book 5141 at Page 927 in the Office of the Register of Deeds for Mecklenburg County ("Registry"), as amended by a First Modification of Declaration of Restrictive Covenants dated January 1, 1986, and recorded in Book 5162 at Page 397 in the Registry ("First Modification"), a Second Modification of Declaration of Restrictive Covenants dated May 8, 1998, and recorded in Book 9681 at Page 540 in the Registry ("Second Modification"), a Third Modification of Declaration of Restrictive Covenants dated November 13, 1998, and recorded in Book 10040 at Page 772 in the Registry, a Fourth Modification of Declaration of Restrictive Covenants dated July 6, 1999, and recorded in Book 10596 at Page 809 in the Registry, a Fifth Modification of Declaration of Restrictive Covenants dated October 21, 1999, and recorded in Book 10866 at Page 486 in the Registry, a Sixth Modification of Declaration of Restrictive Covenants dated June 1, 2010, and recorded in Book 25674 at Page 512 in the Registry, a Seventh Modification of Declaration of Restrictive Covenants dated June 1, 2010, and recorded in Book 33268 at Page 916 in the Registry, an Eighth Modification of Declaration of Restrictive Covenants dated June 10, 2021, and recorded in Book 36166 at Page 448 in the Registry, and a Ninth Modification of Declaration of Restrictive Covenants dated April 20, 2022, and recorded in Book 37268 at Page 246 in the Registry (collectively, "**Declaration**").

Drawn By and Return To:

Robinson, Bradshaw & Hinson, P.A.
 Attention: Chris Loeb
 101 N. Tryon St., Suite 1900
 Charlotte, NC 28246

submitted electronically by "Ruff, Bond, Cobb, Wade & Bethune, LLP"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

B. All capitalized terms not otherwise defined in this Tenth Modification shall have the meanings given to them in the Declaration.

C. The Declaration imposes certain conditions and restrictions on the Properties, as defined in the Declaration. The Properties contain a total of 113.991 acres. The Declaration provides that each Class A Member of the Association shall have one vote in the Association for each acre owned in the Properties, plus a fractional vote for each fractional acre. The Class B membership under the Declaration has terminated, so all Members are Class A Members. The total number of votes in the Association held by all Members is 113.991.

D. Declarant owns 19.12 acres of the Properties and holds 19.12 votes in the Association, Oneblood owns 6.52 acres of the Properties and holds 6.52 votes in the Association, Leser owns 10.407 acres of the Properties and holds 10.407 votes in the Association, FP-V owns 9.00 acres of the Properties and holds 9.00 votes in the Association, FP-X owns 9.07 acres of the Properties and holds 9.07 votes in the Association, Schubert owns 7.36 acres of the Properties and holds 7.36 votes in the Association, INVA owns 3.0 acres and holds 3.0 votes in the Association, FPIV owns 7.28 acres and holds 7.28 votes in the Association, LHG owns 3.39 acres and holds 3.39 votes in the Association, and POPS owns 2.315 acres and holds 2.315 votes in the Association.

E. Section 7 of Article X of the Declaration provides that the Declaration may be amended by an instrument executed by Declarant and Members holding at least two-thirds of the votes in the Association. Declarant, Oneblood, Leser, FP-V, FP-X, Schubert, INVA, FPIV, LHG and POPS (collectively the "**Parties**") hold a total of 77.432 votes in the Association, which is more than two-thirds of the votes in the Association.

F. Declarant owns the real property consisting of approximately 14.0 acres of land located on or near Forest Point Boulevard in Charlotte, North Carolina, bearing Mecklenburg County tax parcel identification number 203-03-121, depicted as Lot 21 on Map Book 71, Page 924 in the Mecklenburg County (N.C.) Registry ("**Plat**") and recorded in Map Book 44, Page 668 in the Registry ("**Lot 21**").

G. The Parties wish to amend and modify the Declaration as set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend and modify the Declaration as follows.

1. So long as Lot 21 is maintained in its condition existing on the date hereof, or is thereafter used solely for construction, maintenance and operation of public park facilities (with amenities consistent with other Mecklenburg County public parks, and which may include recreational fields) (the "**Permitted Use**"), (i) Lot 21 shall not be subject to assessments under Article VI of the Declaration, or to the restrictions or requirements (including with respect to submission of Plans) in Article VIII of the Declaration, except that the Easements reserved in Article VIII Section 12 shall apply, (ii) the Owner of Lot 21 (the "**Owner**") shall not be Member of the Association (as such terms are defined in the Declaration) under Article IV of the Declaration, and shall not be entitled to any votes or voting rights under Article V of the Declaration, and (iii) any votes in the Association that would otherwise be ascribed to Lot 21 or its Owner shall not be considered in determining whether amendments to the Declaration are approved pursuant to Section 7 of Article X of the Declaration; provided, however, if Lot 21 is to be used for any other purpose, Lot 21 shall again be fully subject to the Declaration (with the exception of Article IX of the Declaration which shall not apply to the Property from and after the date hereof), and the Owner of Lot 21 shall thereafter be a Member of the Association and be entitled to votes and voting rights under the Declaration.

2. So long as Lot 21 is used for the Permitted Use and is not subject to the restrictions or requirements in Article VIII of the Declaration, Lot 21 shall be subject to the following:

a. Prohibited Uses. No portion of Lot 21 may be used for a BMX or dirt bike track or similar facility.

b. Construction and Maintenance. All improvements (including recreational fields or courts, walking or biking trails or other pathways) shall be constructed and maintained in a manner consistent with a first-class park facility and other Mecklenburg County public parks. Any design and construction project conducted by Owner, with respect to Lot 21, shall include a public participation process wherein the Parties (and any other group or resident of Mecklenburg County) will have input on such project, including building materials.

c. Parking. Owner shall provide and maintain sufficient parking spaces such that Lot 21 shall self-park in compliance with applicable local ordinances. In the case of large events conducted by Owner on Lot 21 (or on other land in the vicinity of Lot 21 owned by Owner), Owner shall engage a park ranger to direct traffic and parking, so as to (i) ensure the normal pattern and flow of pedestrian or vehicular traffic on or across the drive aisles serving the other Properties, and (ii) prevent parking on other Properties.

d. Access. Unless required by the City of Charlotte or other municipality having jurisdiction in connection with the redevelopment of Lot 21, there shall be no vehicular access (i.e., no entryway or exitway) created to or from Lot 21 from Nations Ford Road (i.e., the Owner of Lot 21 shall not allow vehicles to travel from Nations Ford Road across Lot 21 to Forest Point Boulevard, or from Forest Point Boulevard across Lot 21 to Nations Ford Road).

e. Outside Storage. Any outside storage constructed by Owner on Lot 21 shall comply with any local municipal requirements regarding such storage.

f. Drainage. Owner shall construct and maintain any improvements on Lot 21 in such a manner so as not to negatively and unreasonably impact storm drainage from the FP-X Property. Owner shall provide details of any proposed storm drainage systems to be constructed by Owner on Lot 21 (and impacting the FP-X Property) to FP-X Property owner for approval (such approval not to be unreasonably withheld, conditioned, or delayed), and shall include therewith detailed drawings and specifications concerning all applicable underground piping. Any drainage plans and facilities constructed or installed by Owner on Lot 21 shall otherwise comply with all rules, regulations and requirements of the Charlotte-Mecklenburg Engineering Department and/or other governmental authority(ies) having jurisdiction thereof.

g. Signage. Any signage installed by Owner on (or applicable to) Lot 21 shall (i) comply with local municipal guidelines for such signage, and (ii) be consistent with that of other Mecklenburg County public parks.

3. Additional Compensation. As consideration for the Parties' execution of this Tenth Modification, and solely upon closing of the sale of Lot 21 from Declarant to Mecklenburg County ("County") (which closing is expected to occur reasonably promptly following the date of this Tenth Modification), each of (i) County and (ii) Declarant shall remit to Association the sum of \$70,000.00 (for a total of \$140,000.00; said amount, the "**Release Payment**"). The Association shall use the Release

Payment to offset the loss of revenues and any other costs of releasing Lot 21 from the Declaration on the terms and conditions set forth above in this Tenth Modification. In the event, during the ten (10) year period following the date of this Tenth Modification, that County sells Lot 21 to a third party (which may include Declarant and/or any of the Parties) and Lot 21 is fully re-subjected to the terms and conditions of the Declaration in conjunction with such sale, then Association shall reimburse each of County and Declarant a prorated amount of each such entity's original share (i.e., half) of the Release Payment through the date of said sale.

4. Except as expressly amended hereby, the Declaration shall remain in full force and effect and is hereby ratified and confirmed. To the extent any of the terms of the Declaration conflict with this Amendment, this Amendment shall control.

5. This Amendment may be executed in multiple counterparts which, when assembled, shall constitute one original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Tenth Modification as of the Effective Date.

Declarant:

FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: Faison-Charlotte Properties NC, LLLP, a North Carolina limited liability limited partnership, its general partner

By: Faison & Associates, LLC, a North Carolina limited liability company, its partner

By: Chris M. Poplin
Name: Chris M. Poplin
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

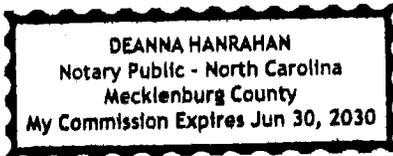
(insert name(s) of those signing): Chris M. Poplin

Date: October 2nd, 2025

Official Signature of Notary: Deanna Hanrahan
Notary's printed or typed name: Deanna Hanrahan

My commission expires: June 30, 2030

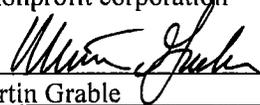
(Official Seal)



[Signatures Continue on Next Page]

OneBlood:

ONEBLOOD, INC.,
a Florida nonprofit corporation

By: 
Name: Martin Grable
Title: President

STATE OF Florida
COUNTY OF Orange

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

(insert name(s) of those signing): Martin Grable

Date: October 10, 2025

Official Signature of Notary: 
Notary's printed or typed name: Juliana Martinez

My commission expires: October 2, 2028

(Official Seal)



[Signatures Continue on Next Page]

Leser:

LESER, LLC,
a North Carolina limited liability company

By: [Signature]
Name: Brian Carlson
Title: Director of Operations

STATE OF North Carolina
COUNTY OF Mecklenburg

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

(insert name(s) of those signing): Brian Carlson

Date: October 14, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: Paige C. Prusia

My commission expires: 9/20/28



[Signatures Continue on Next Page]

FP-V:

FOREST PARK V, LLC,
an Alabama limited liability company

By: The Thompson Development Company, Inc.,
an Alabama corporation, its Manager

By: [Signature]
Name: C. GREG CHERY
Title: V.P.

STATE OF AL
COUNTY OF JEFFERSON

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

(insert name(s) of those signing): C. Greg Chery

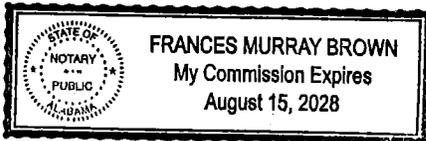
Date: October 22, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: Frances Murray Brown

My commission expires: 8/15/28

(Official Seal)

[Signatures Continue on Next Page]



FP-X:

FOREST PARK X, LLC,
an Alabama limited liability company

By: The Thompson Development Company, Inc.,
an Alabama corporation, its Manager

By: [Signature]
Name: C. GREG CHERRY
Title: V.P.

STATE OF AL
COUNTY OF JEFFERSON

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

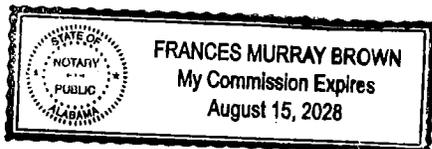
(insert name(s) of those signing): C. Greg Cherry

Date: October 22, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: FRANCES MURRAY BROWN

My commission expires: 8/15/28

(Official Seal)



Schubert:

SCHUBERT NORTH AMERICA, LLC,
a Delaware limited liability company

By: [Signature]
Name: HARTMUT STEGEL
Title: CEO

STATE OF North Carolina
COUNTY OF Mecklenburg

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

(insert name(s) of those signing): Hartmut Siegel

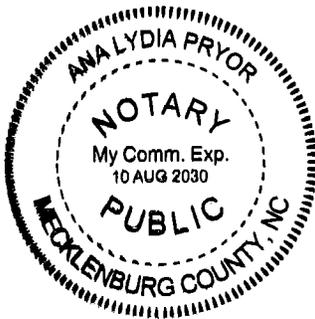
Date: October 13, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: Ana L. Pryor

My commission expires: August 10, 2030

(Official Seal)

[Signatures Continue on Next Page]



INVA:

INVA PROPERTIES LLC,
a North Carolina limited liability company

By: [Signature]
Name: Douglas Alvarenga
Title: CEO

STATE OF North Carolina
COUNTY OF Mecklenberg

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

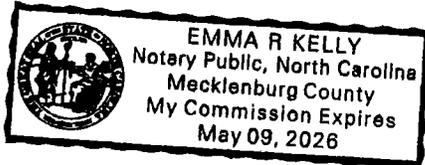
(insert name(s) of those signing): Douglas Alvarenga

Date: October 16, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: Emma R Kelly

My commission expires: May 9, 2026

(Official Seal)



FPIV:

BAC/CB FPIV LLC,
a North Carolina limited liability company

By: [Signature]
Name: Colin Gillespie
Title: Manager

STATE OF Massachusetts
COUNTY OF Essex

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

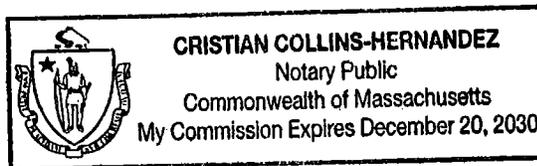
(insert name(s) of those signing): **COLIN GILLESPIE**

Date: October 14, 2025

Official Signature of Notary: [Signature]
Notary's printed or typed name: Cristian Collins-Hernandez

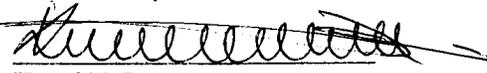
My commission expires: December 20, 2030

(Official Seal)



LHG:

LHG ARROWOOD, INC.,
a North Carolina corporation

By: 
Name: Kunal H. Dave
Title: President

STATE OF York
COUNTY OF South Carolina

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

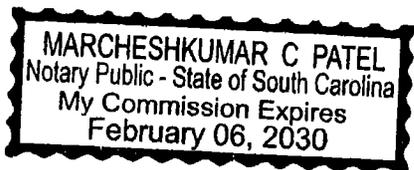
(insert name(s) of those signing): KUNAL H. DAVE

Date: 10/22/, 2025

Official Signature of Notary: 
Notary's printed or typed name: Marcheshkumar Patel

My commission expires: 2/6/2025

(Official Seal)



POPS:

POPS PROPERTIES, LLC,
a North Carolina limited liability company

By: *Paul Kukur*
Name: Paul Kukur
Title: president

STATE OF North Carolina
COUNTY OF Mecklenburg

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

(insert name(s) of those signing): Paul Kukur

Date: October 30, 2025

Official Signature of Notary: *Jennifer L Malina*
Notary's printed or typed name: Jennifer L Malina

My commission expires: Mar 1, 2027

(Official Seal)

