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FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2012 MAR 13 09:34:46 AM  
BK:27179 PG:552-565 FEE:\$26.00  
INSTRUMENT # 2012033378



**CORRECTIVE OR SCRIVENER'S AFFIDAVIT FOR  
NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR**  
[N.C.G.S. 47-36.1]

Mail to E!

Prepared by: Shannon P. O'Donnell, General Counsel, c/o. American Asset Corporation, 3700 Arco Corporate Drive, Suite 350, Charlotte, NC 28273

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the First Amendment to Declaration of Covenants, Conditions and Restrictions for Whitehall (name or type of instrument) recorded on October 21, 2011 (date) in Book 26823, Page 61-72, Mecklenburg County Registry, by and between WHITEHALL CORPORATE CENTER DEVELOPMENT LIMITED PARTNERSHIP, GALP, LLC, and WHITEHALL DEVELOPMENT LLLP (original parties) contained typographical or minor error(s); and this Affidavit is made to give notice of the below corrective information:

Book and Page in Paragraph "A" should be changed to:

**Book 8219  
Page 854**

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter or preparer of the previously recorded instrument
- Closing attorney for transaction involving the previously recorded instrument
- Attorney for grantor/mortgagor named above in the previously recorded instrument
- Owner of the property described in the previously recorded instrument
- Other (Explain: \_\_\_\_\_)

A copy of the previously recorded instrument (in part or in whole) (XXX) is / ( ) is not attached.

Shannon O'Donnell  
Signature of Affiant  
Print or Type Name: Shannon P. O'Donnell

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

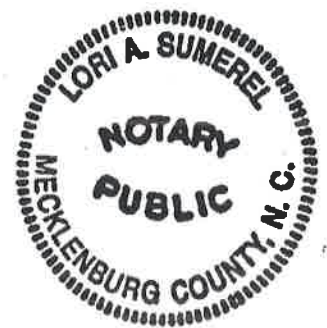
State of North Carolina County of Mecklenburg

Signed and sworn to (or affirmed) before me, this the 28<sup>th</sup> day of February, 2012.

My Commission Expires:  
May 12, 2015

[Signature]  
Notary Public

(Affix Official/Notarial Seal)



FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2011 OCT 21 12:43:52 PM  
BK 25823 PG 61-72 FEE \$26.00

INSTRUMENT # 2011118694



2011118694

Prepared By and Return To:  
Shannon P. O'Donnell, General Counsel  
c/o American Asset Corporation  
3700 Arco Corporate Drive  
Suite 350  
Charlotte, NC 28273

**FIRST AMENDMENT TO  
DECLARATION  
OF  
COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
WHITEHALL**

Charlotte, Mecklenburg County  
North Carolina

September 22, 2011



**FIRST AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
WHITEHALL**

**THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEHALL** (the "Amendment") is made this 22 day of September, 2011, by **WHITEHALL CORPORATE CENTER DEVELOPMENT LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Whitehall"); **GALP, LLC**; and **WHITEHALL DEVELOPMENT LLLP**, a North Carolina limited liability limited partnership (the "Declarant"), for the purpose of consenting to the terms of this Amendment.

**WITNESSETH:**

A. The parties hereto are members of Whitehall Master Association, Inc. a North Carolina non-profit corporation (the "Association") pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Whitehall recorded in Book 8213 at page 354 of the Mecklenburg Public Registry (as may be amended and supplemented from time to time, the "Declaration"). Terms spelled with initial capital letters in this Amendment shall have the meanings given in the Declaration unless otherwise defined herein.

B. The Declaration imposes certain setback requirements on the Property which are no longer consistent with the current zoning of portions of the Property.

C. The parties hereto agree to amend the Declaration to make such setback requirements consistent with current zoning, as set forth herein, pursuant to Article IX, Section 3 of the Declaration. The parties hereto hold greater than fifty-one percent (51%) of the total votes pursuant to Article III of the Declaration and the Declarant joins in the execution hereof to evidence its consent hereto.

**NOW THEREFORE**, pursuant to the terms of the Declaration, the parties hereto do hereby supplement and amend the Declaration as follows:

1. Article I - Definitions. Section 5 of Article I shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"Section 5. "Master Association Landscape and Easement Areas" shall be (a) areas within twenty feet (20') of the margin of public rights-of-way along Arrowood Road and Tryon Street; and (b) medians located within the rights-of-way of Arrowood Road and Tryon Street."

2. Article VII - Uses and Construction of Improvements.

A. The first sentence of Section 5 of Article VII shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"No building or other structure above ground shall be constructed or erected in the building setback areas on any Lot established by the then-current zoning documentation applicable to such Lot."



B. Section 7(d) of Articles VII shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"No buildings, roads or parking are permitted within those areas not approved for construction along the shorelines of Johnston Lake and Moody Lake by the then-current zoning documentation or governmental regulations."

3. Except as modified and amended by this Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

(Remainder of Page Left Intentionally Blank. Signatures on Next Page.)

IN WITNESS WHEREOF, the Owners have caused this Amendment to be executed effective as of the day and year first above written.

WHITEHALL CORPORATE CENTER DEVELOPMENT LIMITED PARTNERSHIP, a North Carolina limited partnership

By: AAC-Whitehall Corporate Center GP Limited Partnership,  
its general partner

By: AAC Whitehall Corporate Center, Inc.,  
its general partner

By: *Paul L. Herndon*  
Name: Paul L. Herndon  
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF Gaston

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of AAC Whitehall Corporate Center, Inc., the sole general partner of AAC-Whitehall Corporate Center GP Limited Partnership, the sole general partner of Whitehall Corporate Center Development Limited Partnership

Paul L. Herndon  
[Name(s) of principal(s)]

Date: 9/14, 2011

*Mary Ann Smith*  
Notary Public  
Printed Name Mary Ann Smith

My commission expires: 2/19/2016



GALP, LLC, a North Carolina limited liability company

By: GALP, LLC  
its sole manager

By: [Signature]  
Name: Jeffrey Yager  
Title: Manager

STATE OF <sup>South</sup> NORTH CAROLINA

COUNTY OF York

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of GALP, LLC, a North Carolina limited liability company.  
  
Jeffrey Yager  
[Name(s) of principal(s)]

Date: September 1, 2011

[Signature]  
Notary Public  
Printed Name Terry L Purcell

My commission expires: March 20, 2016

(Official Seal)



YFP, LLC, a South Carolina limited liability company

By: YFP, LLC  
its sole manager

By: *Rick Yager*  
Name: Rick Yager  
Title: Manager

*South*  
STATE OF ~~NORTH~~ CAROLINA

COUNTY OF *YOEK*

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of YFP, LLC, a South Carolina limited liability company.

Rick Yager  
[Name(s) of principal(s)]

Date: *September 1*, 2011

*Terry L Purcell*  
Notary Public  
Printed Name *Terry L Purcell*

(Official Seal)

My commission expires: *March 20, 2016*



YFP Development, LLC, a South Carolina limited liability company

By: YFP Development, LLC  
its sole manager

By: *Rick Yager*  
Name: Rick Yager  
Title: Manager

*South*  
STATE OF NORTH CAROLINA

COUNTY OF *YORK*

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of YFP Development, LLC, a South Carolina limited liability company.

Rick Yager  
[Name(s) of principal(s)]

Date: *September 1*, 2011

*Terry L Purcell*  
Notary Public  
Printed Name *Terry L Purcell*

My commission expires: *March 30, 2016*

(Official Seal)





IN WITNESS WHEREOF, the undersigned, as an Owner and the Declarant have caused this Amendment to be executed effective as of the day and year first above written.

WHITEHALL DEVELOPMENT LLLP,  
a North Carolina Limited Liability Limited  
Partnership

By: CPEH II, LLC, its General Partner

By: Crosland Interests, LLC, its Manager

By: *James E. Merrifield*  
James E. Merrifield, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of Crosland Interest, LLC, the manager of CPEH II, LLC, the general partner of Whitehall Development LLP, a North Carolina limited liability partnership

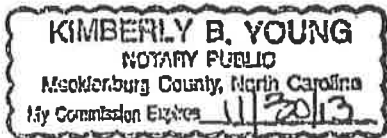
James R. Merrifield  
[Name(s) of principal(s)]

Date: September 16, 2011

*Kimberly B. Young*  
Notary Public  
Printed Name Kimberly B. Young

(Official Seal)

My commission expires: 11/30/13



CONSENT AND SUBORDINATION OF DEED OF TRUST

Fifth Third Bank, being the Bank under (a) that certain Deed of Trust and Security Agreement and Substitution of Trustee from Whitehall Corporate Center Development Limited Partnership (formally known as Moody Lake Office Park Development Limited Partnership) ("Borrower"), to Theresa Dorn, Ethel Milliken or Dana Manfredi, as Trustee, recorded in the Office of Mecklenburg County, North Carolina, on January 28, 2011, in Book 26254, Page 525 and that certain Deed of Trust and Security Agreement and Substitution of Trustee from Whitehall Corporate Center Development Limited Partnership (formally known as Moody Lake Office Park Development Limited Partnership) ("Borrower") to Theresa Dorn, Ethel Milliken or Dana Manfredi, as Trustee, recorded in the Office of Mecklenburg County, North Carolina, on January 28, 2011, in Book 26254, Page 518 (jointly, the "Deed of Trust"), does hereby consent to the recordation of the foregoing First Amendment to Declaration of, Covenants, Conditions and Restrictions for Whitehall (the "Declaration") and to the terms and provisions thereof; and Beneficiary does hereby consent to the subordination of the lien of the Deed of Trust to the provisions of the Declaration. The execution of this Consent and Subordination of Deed of Trust by Beneficiary shall not be deemed or construed to have the effect of creating between Borrower and Beneficiary the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon Beneficiary any of the liabilities, duties or obligations of Borrower under the Declaration. Beneficiary executes this Consent and Subordination of Deed of Trust solely for the purposes set forth herein. The said Trustee under the Deed of Trust also joins in and executes this Consent and Subordination as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

BANK:

FIFTH THIRD BANK

By: Joyce Zborner  
Name: Joyce Zborner  
Title: VICE PRESIDENT

TRUSTEE:

By: Dana Manfredi  
Name: Dana Manfredi  
Title: Assistant Vice President



STATE OF OHIO

COUNTY OF HAMILTON

I certify that the following person(s) personally appeared before me this day, and

*(check one of the following)*

\_\_\_\_\_

I have personal knowledge of the identity of the principal(s); or  
I have seen satisfactory evidence of the principal's identity, by a current state or federal  
identification with the principal's photograph in the form of: *(check one of  
the following)*

\_\_\_\_\_

a driver's license, or  
in the form of \_\_\_\_\_; or  
a credible witness (i) personally known to me, (ii) unaffected by this instrument and the  
transaction to which it relates and (iii) who personally knows such principal(s), has sworn  
to the identity of the principal(s);

Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose  
stated therein and in the capacity indicated:

VICE PRESIDENT of FIFTH THIRD BANK  
[title]

JOYCE HORNER  
[Name(s) of principal(s)]

Date: SEPTEMBER 30 2011

Donna M Betsch  
Notary Public  
Printed Name \_\_\_\_\_

(Official Seal)

My commission expires: \_\_\_\_\_



DONNA M. BETSCH  
Notary Public, State of Ohio  
My Commission Expires  
December 12, 2014

STATE OF OHIO

COUNTY OF HAMILTON

I certify that the following person(s) personally appeared before me this day, and  
(check one of the following)

\_\_\_\_\_  
\_\_\_\_\_

I have personal knowledge of the identity of the principal(s); or  
I have seen satisfactory evidence of the principal's identity, by a current state or federal  
identification with the principal's photograph in the form of: (check one of  
the following)

\_\_\_\_\_ a driver's license, or  
\_\_\_\_\_ in the form of \_\_\_\_\_; or

\_\_\_\_\_ a credible witness (i) personally known to me, (ii) unaffected by this instrument and the  
transaction to which it relates and (iii) who personally knows such principal(s), has sworn  
to the identity of the principal(s);

Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose  
stated therein and in the capacity indicated:

ASST VICE PRESIDENT of FIFTH THIRD BANK  
[title]

DANA MANERONI  
[Name(s) of principal(s)]

Date: SEPT 30, 2011

Donna M. Betsch  
Notary Public  
Printed Name \_\_\_\_\_

(Official Seal)

My commission expires: \_\_\_\_\_



DONNA M. BETSCH  
Notary Public, State of Ohio  
My Commission Expires  
December 12, 2014



J. DAVID GRANBERRY  
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:** 10/21/2011 12:43:52 PM  
**Book:** RE 26823 **Page:** 61-72  
**Document No.:** 2011118694  
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