

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NORTHCROSS

RECORDED FOR  
REGISTERED FOR  
FEB 15 PM 2:58

ANNE A. POWERS  
REGISTER OF DEEDS  
MECKLENBURG CO., N.C.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 15th day of March, 1990, by HUNTLANDS LIMITED PARTNERSHIP, a limited partnership organized and existing under the Revised Uniform Limited Partnership Act of the State of North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, THE CROSLAND GROUP, INC., a North Carolina corporation (hereinafter referred to as "Crosland"), is the owner of fee simple title to certain real property situated in Mecklenburg County, North Carolina lying to the east of and adjoining the intersection of the rights-of-way of Sam Furr Road and Interstate 77 and to the southeast of and adjoining the intersection of the rights-of-way of Sam Furr Road and U.S. Highway 21, which real property consists of three (3) tracts as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and Crosland as an Owner (as such term is hereinafter defined and used herein), desires to join in this Declaration for the sole purpose of subjecting the property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

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WHEREAS, Declarant is the owner of certain real property adjacent to but not adjoining the property of Crosland consisting of three (3) tracts as more particularly described on Exhibit B attached hereto and incorporated herein by reference on which real property and adjacent property Declarant desires to create, as permitted under local zoning ordinances, a mixed-use development composed of community and neighborhood retail centers, neighborhood office and business park developments, a hotel complex, restaurants and convenience service courts and a multi-family community to be known collectively as NorthCross; and

WHEREAS, NORTHCROSS INVESTORS LIMITED PARTNERSHIP, a North Carolina limited partnership (hereinafter referred to as "Investors"), is the owner of fee simple title to certain real property adjoining the property of Declarant consisting of one (1) tract as more particularly described on Exhibit C attached hereto and incorporated herein by reference, and Investors as an Owner desires to join in this Declaration for the sole purpose of subjecting the property described in Exhibit C to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

DRAWN BY AND MAIL TO:  
PERRY, PATRICK, FARMER & MICHAUX  
P. O. BOX 35566  
CHARLOTTE, N. C. 28235

WHEREAS, Declarant desires to insure the attractiveness of the development and to preserve, protect and enhance the values, appearance and amenities thereof; to provide for a method for the maintenance, repair, replacement and operation of certain landscaping, lighting, entrances and other common areas, facilities and improvements located within or adjacent to the rights-of-way of the public streets within NorthCross or appurtenant to the Properties (as such term is hereinafter defined and used herein); and, to this end desires to subject Properties to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Properties and each owner thereof; and

WHEREAS, Declarant, in order to further the objectives set forth herein, has deemed it desirable to create an organization to which will be delegated and assigned the power of maintaining, repairing, replacing, operating and administering certain landscaping, lighting, entrances and other common areas, facilities and improvements located within or adjacent to the public street rights-of-way and entrances into the development, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law, NORTH CROSS MASTER ASSOCIATION, INC., as a non-profit membership corporation for the purpose of exercising and performing the aforesaid functions;

NOW THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, and Crosland and Investors do hereby declare that all of the property described on Exhibit A, Exhibit B and Exhibit C and such additions thereto as may be hereinafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Master Association" shall mean and refer to NorthCross Master Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 6. "Declarant" shall mean and refer to Huntlands Limited Partnership and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose. Upon any transfer by Declarant of any or all of its Declarant rights and obligations hereunder, Declarant shall be relieved of any and all obligations and liabilities with respect to the rights and obligations so transferred.

Section 7. "Member" shall mean and refer to the Declarant and to any Owner of any Tract or Lot, which person or entity shall automatically be deemed a member of the Master Association.

Section 8. "Designated Maintenance Items" shall mean those items located within the rights-of-way of public streets within NorthCross (including property in medians and entrances) and within Master Association Landscape and Easement Areas which are specifically designated in a written notice delivered to any Owner by the Master Association, which written notice shall set forth the extent of the maintenance obligations of the Master Association and the specific locations to which such obligations apply.

This Declaration imposes no obligation on Declarant to construct, install or maintain any of the Designated Maintenance Items, except as expressly set forth in Article VIII hereof.

Section 9. "Institutional Lender" shall mean any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF NORTHCROSS MASTER ASSOCIATION, INC. AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is the property described in Exhibit A, Exhibit B and Exhibit C attached hereto and incorporated herein by reference.

Section 2. "Owner" shall mean any record owner (including the Declarant), whether one or more persons or entities, of fee simple title to any of the tracts more particularly described in Exhibit A, Exhibit B and Exhibit C attached hereto (said tracts being hereinafter referred to individually as a "Tract" or collectively as the "Tracts") or to a Lot derived from a subdivision of one or more of the Tracts which is part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Master Association under the provisions of Article II hereof.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, other than property located within public streets which are reserved as established for the use of all Owners (a) appearing on any recorded subdivision map of the Properties, (b) subdivided out of the Properties by Declarant, Crosland or Investors and conveyed to another person or entity by deed recorded in the Mecklenburg County Public Registry, (c) acquired as a Tract by Crosland or Investors and described in Exhibit A or Exhibit C hereof, or (d) all portions of the Properties owned by Declarant. In the event of a subdivision of any Lot, each such parcel shall also be considered a "Lot," and further provided that areas zoned for retail development may be subdivided into additional parcels for the purpose of granting different lending institutions deeds of trust on portions of such areas to secure loans and upon foreclosure, diverse ownership shall not constitute a violation hereof and each such parcel shall after such foreclosure be deemed a "Lot."

Section 5. "Master Association Landscape and Easement Areas" shall be (a) areas within twenty-five feet (25') of the margin of public streets or rights-of-way within the Properties; (b) those areas designated Master Association Landscape and Easement Areas on maps of portions of the Properties, presently or hereinafter recorded; (c) utility easements in areas within twenty feet (20') from the front, side and rear boundary lines of each Lot or as designated as "Utility Easement" on maps of portions of the Properties, presently or hereafter recorded; (d) sidewalks constructed along or adjacent to the front boundary lines of each Lot or as designated as "Sidewalk Easement" on maps of portions of the Properties, now or hereafter recorded; and (e) medians located within the rights-of-way of any public street within the Properties.

Section 2. Additions to Existing Property. Additional land may be bought within the scheme of this Declaration and the jurisdiction of the Association in the following manner:

a. Additional land which is (a) within the margins of public streets or rights-of-way within the boundaries of the Existing Property existing on the date this Declaration is recorded or (b) contiguous to the Existing Property and within one-half mile of the boundary of the Existing Property may be annexed to the existing property by Declarant, in future stages of development, with the consent of a majority of the Total Votes.

b. The additions authorized under subsection a., above, shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which specifically extend the scheme of this Declaration and the jurisdiction of the Master Association to such properties and the properties shall thereby be subject to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Master Association's expenses. The Supplementary Declaration of Covenants, Conditions and Restrictions may also contain such complementary additions and modifications of this Declaration pertaining to such additional properties as may be necessary or convenient, in the reasonable judgment of Declarant, to reflect the different character of the annexed property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

a. Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote for each acre owned in the Properties, plus a fractional (hundredths) vote for each fractional (hundredths) acre owned. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot

shall be exercised as they, among themselves, determine by majority vote based on ownership interest, but in no event shall the vote or votes be cast separately with respect to any jointly owned Lot.

b. Class B Lots. Class B Lots shall be all Lots owned by Declarant (as "Declarant" is defined in Article I, above) which have not been converted to Class A Lots as provided in (i) or (ii), below. The Declarant shall be entitled to five (5) votes for each acre of the Properties owned by it, plus fractional (hundredths) votes for each fractional (hundredths) acre owned. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the latter of the following:

(i) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots, provided, that all Lots owned by Declarant shall revert to Class B Lots and thereby shall be reinstated with all rights, privileges and responsibilities of such Class, if, after the above provided conversion of Class B Lots to Class A Lots, additional lands are annexed to the Properties (with or without the assent of Class A members), thus making the Declarant the owner, by virtue of newly created Lots and of other Lots owned by Declarant, of a sufficient number of acres within Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion or reconversion shall occur automatically as often as the foregoing facts shall occur); or

(ii) On January 1, 2005.

Section 3. Majority. Notwithstanding the above provisions, the Declarant shall be entitled to fifty-one percent (51%) of the total votes (the "Total Votes") of the Master Association Members until January 1, 2000.

Section 4. Amendment. Notwithstanding any provisions to the contrary contained herein, so long as Declarant owns any portion of the Properties, this Declaration and the Bylaws of the Association may not be amended without its written consent.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors (the "Board of Directors") in accordance with the Bylaws. Notwithstanding any provisions to the contrary contained in this Declaration or in the Bylaws, the Declarant shall have the right to appoint or remove by written notice to the Board of Directors any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

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a. Declarant no longer owns any portion of the Properties;

b. Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant; or

c. December 31, 1999.

#### ARTICLE IV

##### EASEMENT RIGHTS AND MASTER ASSOCIATION LANDSCAPE AND EASEMENT AREA EASEMENTS

Section 1. Owner's Easements of Enjoyment. Every Owner, through ownership of a Lot, shall have, subject to rules and regulations established by the Board of Directors of the Master Association, a non-exclusive right and easement of use and enjoyment in and to the Master Association Landscape and Easement Areas which shall be appurtenant to and pass with the title to every portion of the Properties.

Section 2. Master Association Easements. The Master Association, its successors and assigns, shall have and hereby reserves a Master Association Landscape and Easement Area Easement over those portions of the Properties defined as Master Association Landscape and Easement Areas in Article I, Section 5 hereof. This easement shall be for the purpose of installing, maintaining, repairing, replacing, operating and administering Designated Maintenance Items located within Master Association Landscape and Easement Areas, including but not limited to landscaping (including, but not limited to, trees, shrubbery, grass and flowers), lighting, sidewalks and utility lines, if so designated in the event the Master Association expressly undertakes an obligation to do so. The Master Association shall at all times have and reserves the right of ingress and egress for its employees, agents and subcontractors over any Lot for the purpose of accessing the Master Association Landscape and Easement Areas for the further purpose of performing such maintenance as it expressly undertakes within the Master Association Landscape and Easement Area Easements. The Master Association shall also have the right but not the obligation to maintain the Designated Maintenance Items in the medians, islands and entrance ways located within the rights-of-way of public streets within NorthCross.

Section 3. Utility and Sidewalk Easements. Declarant reserves for itself and the Master Association, and their

respective successors and assigns, an easement over those portions of the Properties (a) lying within twenty feet (20') of the front, rear and side boundaries of each Lot with respect to utility lines; (b) on which a sidewalk is constructed fronting on a public street or right-of-way; or (c) which are designated "Utility and Sidewalk Easement" on maps of portions of the Properties, presently or hereinafter recorded in the Mecklenburg Public Registry for the purpose of installing, constructing, maintaining, repairing, replacing and use of a public sidewalk and utility lines in the event the Master Association expressly undertakes an obligation to do so. Any sidewalk located within the Utility and Sidewalk Easements on the Properties shall be for the general public's use.

Section 4. Use by Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1. of this Article may be delegated by the Owner to his tenants or contract purchasers and their agents, tenants, contractors and invitees.

Section 5. Maintenance During Period Master Association is Controlled by Declarant. During the period of time that Declarant controls the Association, Declarant shall have the right but not the obligation to cause the Master Association to maintain the Master Association Landscape and Easement Areas in good repair and condition.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation to Pay Assessments. The Declarant, for each Lot owned within the Properties, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Master Association: (1) Annual Assessments or charges for the creation and continuation of a maintenance fund in the amount hereinafter set forth; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the case of co-ownership of a Lot, all of the co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purposes of Assessments. Except as hereinafter provided, the Assessments levied by the Master Association



shall be used to pay the ongoing cost of and shall be used exclusively for such obligations expressly undertaken by the Master Association to provide for the maintenance, repair, replacement, reconstruction, replenishment, restoration, cleaning and operation of the Designated Maintenance Items, the Master Association Landscape and Easement Areas, and the cost of labor, equipment, materials, management and supervision for and security services in protection of the same. These costs will include, but will not be limited to, legal expenses, administrative costs, accounting costs, insurance premiums, the payment of utility bills relating thereto (including water and electric power for the irrigation and lighting systems), and management fees. During the time the Declarant controls the Master Association, the Master Association shall not expend its funds for the initial installation of Designated Maintenance Items, but only for the maintenance, repair, operation, restoration and reconstruction thereof caused as a result of normal usage or casualty.

Section 3. Annual Assessment. The Annual Assessment for each Member for each calendar year shall be the product of (a) the actual acreage of land contained within said Member's Lot times (b) the annual assessment per acre as established by the Master Association based on projected expenditures for the calendar year for which such computation is made, with fractions of acres and fractions of calendar years to be computed and prorated equitably, at the same uniform rate for each calendar year. The annual assessment shall not commence until the calendar year 1991. The assessment for the calendar year 1991 as established by the Declarant, acting reasonably and in good faith and based on projected expenditures for said calendar year, shall be \$100.00 per acre. The annual assessment per acre for the calendar year 1992 shall be \$150.00 and for the calendar year 1993 shall be \$200.00.

Beginning in 1994 and each year thereafter, the Master Association, acting through its Board of Directors, shall estimate the costs of performing its responsibilities hereunder, or so many of such responsibilities as it shall have expressly undertaken, for the next succeeding year and advise each Member of the amount of its assessment determined as above provided for such next succeeding calendar year prior to January 15 of each such year. These Annual Assessments may include a contingency reserve for replacement and repair. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the contingency reserve in the discretion of the Master Association.

Section 4. Special Assessments. In addition to the Annual Assessments hereinabove authorized, the Master Association may levy Special Assessments only for the purpose of defraying, in whole or in part, or for the purpose of setting aside for future expenditure, the cost of any unexpected items, capital items, or the cost of any reserves required in excess of the amounts that may be included in the Annual Assessment; provided, however, that any such special assessment shall have the approval of seventy-five percent (75%) of the Owners of each class of Lots present and voting in person or by proxy at an annual or special meeting of the membership at which a quorum is present with such seventy-five percent (75%) being measured by the number of votes eligible to be cast by the aforesaid Members of each class. Special Assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of in person or of proxies of Members entitled to cast sixty (60%) percent of the Total Votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Due Date. Unless otherwise provided herein, annual assessments shall be due and payable in advance, quarterly, semi-annually or yearly as determined by the Board of Directors, thirty (30) days after being billed to any Member by the Master Association based on the Master Association's or Declarant's estimate as set forth above; provided, however, the Board of Directors may require the payment of the same at different intervals. Late billing for a portion of any assessment shall not affect a Member's obligation to pay the same.

Section 7. Records of Assessments. The Master Association shall cause to be maintained in the office of the Master Association a record of all designated portions of the Properties subject to assessment and assessments applicable thereto which shall be open to inspection by any Member upon reasonable notice. Written notice of each assessment shall be mailed to each Owner of a Lot subject to assessment.

The Master Association shall upon request and payment of a reasonable charge therefor furnish to any Owner a certificate in writing signed by an officer of the Master Association setting forth whether the assessments have been paid, and if not, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Master Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is less. In addition to such interest charge, any delinquent Member shall also pay a late charge of Two Hundred and No/100 Dollars (\$200.00) or such other amount as may have been theretofore established by the Board of Directors of the Master Association to defray the costs of late payment. The Master Association, its agent or representative, may bring an action at law against any Member personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fees, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or its portion of the Properties.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot or any portion of the Properties and to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of a Lot or any portion of the Properties shall not affect any assessment lien, but the sale or transfer of a Lot or any portion of the Properties which is subject to a mortgage or deed of trust to which the lien of the assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or portion of the Properties from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this Section 9.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority for operation and maintenance shall be exempt from any provision of this Declaration.

Section 11. Annual Accounting. The Master Association shall keep books and accounting records in accordance with generally accepted accounting principles and shall furnish each member with an annual report each year prepared by and certified to be true and correct by an officer of the Master Association or, at the election of the Master Association, an independent Certified Public Accountant selected by the Master Association's Board of Directors.

Section 12. Dealings Between Master Association and Any Member. In the event that services, materials or work are provided to the Master Association by any Member, including the Declarant, then all such services, materials or work shall be furnished at a price which is not more than would be charged by non-members for performing such work or services or providing such materials. Any payment made to the Declarant or any Member or representative of any of the foregoing for service as an officer or director of the Master Association or member of the Architectural Review Committee shall be paid out of or reduce the management fee.

#### ARTICLE VI

#### MAINTENANCE BY OWNER AND EXTERIOR APPEARANCE

Section 1. Maintenance and Repair. Each Owner shall maintain and repair at its expense all improvements (both interior and exterior) and landscaping on its Lot which shall need repair in order to keep the same in good condition and repair and in a condition substantially similar to that existing upon the initial completion of the improvements in accordance with the Plans. Upon an Owner's failure to do so, the Master Association shall have all rights and remedies as by law provided to enforce this covenant and, in addition, with respect to an Owner's failure to keep the exterior of a Lot in good condition and repair, the Master Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days' written notice sent to its last known address, or to the address of the Lot, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in the judgment of the Board of Directors, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Master Association incurred as a result of action taken by the Master Association pursuant to this Section shall be a lien and charge against the Lot on which the work was done and shall be the obligation of the then Owner of such Lot and subject to collection pursuant to the same methods available hereunder for assessments. Upon an Owner's failure to maintain the exterior

of any structure, including the roof, in good repair and appearance, the Master Association, in addition to all other rights and remedies it might have at law to enforce this covenant, may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner thirty (30) days' written notice sent to its last known address, or to the address of the Lot, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Master Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

The liens provided for in the immediately preceding paragraph shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot and to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of any Lot shall not affect any assessment lien, but the sale or transfer of any Lot which is subject to a mortgage or deed of trust to which the lien of the assessment is subordinate, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this paragraph.

Section 2. Awnings, Antenna and Exterior Projections.

No Owner shall install any awning, satellite dish, antenna or other attachment to the roof or the outside wall of any building or other improvement constructed upon any Lot in such a way that the same can be seen from the centerline of any public street right-of-way, except when the Architectural Review Committee approves the same as not being aesthetically detrimental to the development. Approval shall be deemed given if, within thirty (30) days after submission, the Architectural Review Committee has not acted to approve or disapprove such request.

Section 3. Utilities. All on-site utility services on any Lot or within the Master Association Landscape and Easement Areas or Utility Easement areas shall be located underground, except for transformers, vaults, meters, control boxes or other items not generally designed to be placed underground, unless otherwise approved by the Architectural Review Committee; provided, however, this provision shall not be construed to prohibit the installation of temporary overhead power lines for

the period during which improvements are constructed on any Lot and provided, further, that such temporary overhead power lines shall be dismantled upon completion of construction of such improvements.

## ARTICLE VII

### USES AND CONSTRUCTION OF IMPROVEMENTS

Section 1. Permitted Uses. Declarant has established a development scheme and illustrative site plan for the development of the Existing Property (the "Site Plan"), which Site Plan divides the Existing Property into eight (8) parcels and allocates particular uses to each such parcel (such parcels being designated as Parcel A through Parcel H, inclusive, and are individually hereinafter referred to as the "Parcel" or collectively as the "Parcels"), and which Site Plan is attached hereto as Exhibit D and incorporated herein by reference. In order to insure the completion of the development of the Parcels within the Existing Property in accordance with the Site Plan and to preserve and maintain the Existing Property in accordance herewith, a Lot may be used only for such uses as are permitted by the following:

a. The zoning classification for such Lot as assigned by the zoning ordinances of Mecklenburg County, North Carolina and the Town of Cornelius, North Carolina in effect as of the date of recording of this Declaration; and

b. The Permitted Uses assigned to the Parcel from which such Lot is derived as such Permitted Uses are set forth on Exhibit E attached hereto and incorporated herein by reference.

Any Lot may also include within its boundaries Master Association Landscape and Easement Areas and Utility and Side Walk Easements and its use may be further restricted by the Declarant, Crosland or Investors upon its sale to an Owner and the Declarant and the Master Association shall have the full right and authority to enforce restrictions applicable to the Lots. No Lot or any portion of the Properties may be occupied or used, directly or indirectly, for the following uses: mini-warehouses; massage parlor; sexual apparatus sales; adult book store; adult only, "X" rated or unrated, films (if the rating system for films is changed or eliminated, films which would be considered "X" rated or not rated by the rating system in effect on the date hereof); bingo parlors; flea markets; uses which cause or permit noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, lint, steam, heat,

vapors or glare, or any loud or disturbing noise or vibrations; uses which create or may create a danger to human health, safety or welfare; and uses not in compliance with all requirements of the terms of any state or federal statute or local ordinance or regulation applicable to the Properties or which constitute a nuisance. .

Section 2. Approval of Development. Before commencing the construction, redecorating, painting, reconstruction, relocation or alteration of any exterior portions of buildings, additions, enclosures, fences, loading docks, entranceways, exitways, curb cuts, parking facilities, landscaping, planting, storage yards or any other structures or permanent or temporary improvements on any Lot, the Owner of such Lot shall first submit to the Architectural Review Committee as hereinafter described, the preliminary plans showing the following set forth items or such other items as the Architectural Review Committee may reasonably request, which other items may be in addition to or deleted from the following, as appropriate, taking into account the scope of the project or construction to be reviewed by the Architectural Review Committee (all of the following and such additions to or deletions therefrom being hereinafter called the "Plans"): site plan showing the location of all improvements, including but not limited to, proposed driveways providing access to public streets and the parking layout; demolition and storm drainage plan; stormwater retention plan; utility plan; erosion control plan; landscape plan; floor plan; building elevations; structured parking facilities plan and elevations; schedule of colors, finishes, and materials for exterior surfaces of all structures; perspective drawing or rendering showing at least the side of the structure containing the primary entrance; exterior signage program; and site lighting program.

The Architectural Review Committee may establish, from time to time and for any construction to be undertaken on Lots, uniform and standard requirements (the "Architectural Standards") with respect to building exterior surface materials; landscape plans, including types of plants, shrubbery and street trees and the required spacing thereof; decorative fencing; and street and parking area lighting. The Architectural Standards as established by the Architectural Review Committee shall be available upon the request of an Owner for its use in preparing Plans for submission to said Architectural Review Committee. The Architectural Review Committee may require as a condition for approval of an Owner's Plans the integration of the Architectural Standards within the improvements to be constructed on any Lot.

All Plans submitted to the Architectural Review Committee shall be accompanied by a plan review fee in the amount of Five

Hundred and No/100 Dollars (\$500.00) or such other amount as shall be hereinafter established by the Board of Directors of the Master Association.

Approval shall not be required of plans for interior construction or for mechanical, plumbing or electrical systems located completely inside any improvements. In the event the Architectural Review Committee shall fail to approve or disapprove in writing the Plans within sixty (60) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Architectural Review Committee may disapprove the Plans in the event a submission is incomplete. The Plans shall be delivered to the Architectural Review Committee in person or by certified mail at the address to be designated from time to time by Declarant or the Master Association.

Approval shall be based, among other things, on adequacy of site dimensions; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring sites, operations, improvements and uses; relation to topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper orientation of main elevations with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Architectural Review Committee shall not arbitrarily or unreasonably withhold or delay its approval of the Plans.

If the Architectural Review Committee approves an Owner's Plans, the actual construction substantially in accordance with the Plans shall be the responsibility of the Owner. Prior to the commencement of such construction, the Owner shall deposit with the Master Association the sum of Five Hundred and No/100 Dollars (\$500.00) per acre of land within the Lot on which improvements shall be constructed by Owner, but in no event less than Two Thousand and No/100 Dollars (\$2,000.00) to be held by the Master Association in an escrow account (the "Compliance Funds") to insure the completion of Owner's improvements in substantial accordance with the approved Plans. In the event an Owner shall desire to change the Plans, such change shall likewise be subject to approval by the Architectural Review Committee in accordance with the procedure hereinabove set forth and it shall be Owner's responsibility to request inspection and approval by the Architectural Review Committee of said change in Plans within a time frame adequate for and consistent with the nature and impact of said change. Upon the substantial completion of new improvements, and prior to occupancy thereof or upon completion of work involving



previously approved and completed improvements, the Owner shall notify the Architectural Review Committee, which shall have thirty (30) days thereafter in which to have the improvements inspected by the Architectural Review Committee to insure that the improvements or changes and alterations were completed in accordance with the Plans approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing the completed improvements within thirty (30) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and the Owner will be deemed to have complied with these covenants. In the event an Owner has made material changes from the original Plans approved by the Architectural Review Committee and such changes were not previously approved by the Architectural Review Committee, the occupancy shall be delayed until the necessary corrections have been made.

If Owner's improvements have been completed in accordance with the Plans and the Architectural Review Committee shall have so certified, or shall have failed within thirty (30) days after written notice from Owner to approve or disapprove the completed improvements, the Compliance Funds shall be refunded to Owner. If, however, upon prior written notice from the Architectural Review Committee, Owner shall fail to complete the improvements in accordance with the Plans and shall thereafter fail to make the necessary correction thereto or shall fail to repair damage caused by its construction activities to Master Association Landscape and Easement Areas or Utility and Sidewalk Easement Areas or adjoining Lots, then in either of such events the Master Association shall have the right to utilize all or any portion of the Compliance Funds to correct such deficiencies or repair such damage.

All buildings and improvements constructed or erected upon the Properties shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of such construction as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental unit(s) or authority(ies) having jurisdiction thereof. No permission or approval granted by the Architectural Review Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability or design of any building, structure or other improvement and no liability shall accrue to the Architectural Review Committee in the event that any such construction shall subsequently prove to be defective, nor shall any approval be considered evidence that the same comply with other restrictions applicable to the Property. No structure of a temporary nature shall be allowed on any Lot at any time except that of an

Owner's contractors and subcontractors during the period of construction of improvements, except with the approval of the Architectural Review Committee.

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties.

If requested by an Owner, upon approval of its Plans as set forth above, the Architectural Review Committee shall issue a letter stating that the Plans have been approved, and if the improvements are constructed in substantial accordance with such Plans, a final letter of compliance will be issued as set forth in the next sentence. Upon final approval of any construction by the Architectural Review Committee, it shall, upon request of the Owner completing such construction, issue a letter of compliance signed by the Master Association stating that the construction was completed in accordance with requirements of this Declaration.

Section 2. Special Provisions. The Architectural Committee shall consist of three (3) persons appointed by Declarant. The Declarant shall be empowered to appoint their successors should a vacancy occur, and their names shall be maintained at Declarant's offices. By Supplemental Declaration the Declarant may delegate to the Master Association the authority and duty to appoint the Architectural Committee, and upon termination of the Class B Lots in accordance with the provisions of Article III, Section 2(b) hereof, the authority to appoint the Architectural Committee shall automatically be vested in the Master Association. Upon the establishment of the Architectural Review Committee as a result of the expiration of Declarant's right to perform the functions of such Committee, the Master Association's Board of Directors shall appoint not less than three (3) nor more than five (5) individuals to such Committee. One of the individuals so appointed shall be the Chairman of the Architectural Review Committee, and he or a majority of the members may call a meeting of the Committee by giving two days prior written notice to each member. A quorum shall be a majority of the members of the Committee and all decisions shall be made by majority vote. A member of the Architectural Review Committee need not be a Member and can also be a member of the Board of Directors of the Association. In no event shall any member of the Architectural Review Committee be liable for damages or in any other respect to any Owner for wrongfully refusing to approve any submission by such Owner as hereinabove required. Such Owner's sole remedy shall be a suit to compel approval by the Architectural Review Committee.

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Notwithstanding any other provision of this Declaration of Covenants, Conditions and Restrictions to the contrary, Declarant shall not be required to comply with or be subject to the requirements, restrictions or procedures set forth in this Article VII or Section 3 of Article VIII with respect to all or any portion of the Existing Property owned by Declarant until January 1, 2000.

Section 3. Setback and Parking Requirements. No structure, building or any part thereof shall be located on any Lot nearer to the front boundary line thereof than the greater of (a) twenty-five feet (25') from the margin of any public street or right-of-way or (b) the setback requirement for such Lot as set forth in the zoning ordinances of Mecklenburg County, North Carolina and the Town of Cornelius, North Carolina. In the event a Lot shall be adjacent to more than one public street or right-of-way, the street or right-of-way carrying the most vehicular traffic shall be the street for which the required setback is calculated and for the street(s) adjacent to the Lot not selected for such calculation, the setback requirement shall be fifteen feet (15') from the margin of said right-of-way. Additional setback requirements with respect to the front, side or rear boundary lines of any Lot shall be as set forth in maps of the Properties presently existing or hereinafter recorded in the Mecklenburg County Public Registry. No parking area may be located nearer than twenty-five feet (25') to the margin of any public street or right-of-way; provided, however, the Architectural Review Committee, in the exercise of its reasonable discretion, may from time to time grant waivers of the foregoing parking requirement in order to permit the development of the Properties in the manner it deems in the best interest of the development of NorthCross.

Section 4. Outside Storage and Appurtenances. No articles, goods, materials, incinerators, storage tanks, refuse containers or like equipment shall be kept in the open in front of any buildings or exposed to public view or view from any neighboring properties. Water towers, storage tanks, transformers, pump houses, processing equipment, stand fans, cooling towers, communication towers, vents, stacks, skylights, mechanical rooms and any other structures or equipment (whether freestanding or roofmounted) shall be architecturally compatible or effectively shielded from public view by an architecturally approved method organized in an aesthetically pleasing and architectural manner to provide a "roofscape" which shall be approved in writing by the Architectural Review Committee before construction or erection of said structures or equipment. Outside storage which is not a use accessory to the improvements constructed on any Lot is not permitted.

Section 5. Preservation of Landscaping Within Setback Areas. No building or other structure above ground shall be constructed or erected in the building setback areas established hereby or in maps of the Properties, presently existing or hereinafter recorded in the Mecklenburg County Public Registry. This area shall be used solely for landscaping purposes and it shall be the responsibility of each Owner at its sole expense to install landscaping within this area and plant and maintain the same with lawn, trees, flowers and shrubbery according to the Plans approved in writing by the Architectural Review Committee. Upon approval of the Architectural Review Committee, driveways, signs and other similar improvements may be located within said landscaped areas. Each Owner shall install and maintain an underground sprinkler or underground watering system within the landscaped area on its Lot; provided, however, the Owner shall not be required to plant or maintain the said landscaping or construct or maintain the underground watering system prior to the time the improvements are constructed on its Lot.

Section 6. Signage. The size, shape, design, location and materials of all signs shall be shown on the Plans submitted to the Architectural Committee for approval.

## ARTICLE VIII

### MAINTENANCE AND REPLACEMENT OF MASTER ASSOCIATION LANDSCAPE AND EASEMENT AREAS

Until such time as the Owner of a Lot receives written notice that the Master Association will undertake its obligation to maintain the Designated Maintenance Items, if any, located on such Owner's Lot, the maintenance, reconstruction, replacement, repair, replenishment and operation of all landscaping, vegetation, materials and improvements within the Master Association Landscape and Easement Areas and Utility Easements shall be at the Owner's cost and expense. The Master Association shall have the right but not the obligation to maintain, reconstruct, replace, repair, replenish and operate Designated Maintenance Items as designated by the Master Association located within all Master Association Landscape and Easements Areas and pay the cost thereof and it and its agents and contractors shall have the full right and authority to go upon such property at any time and from time to time for the purpose of performing the Master Association's obligations hereunder in such manner as the Master Association reasonably deems in the best interest of the development, should it elect in a written notice delivered to any Owner to undertake any or all of said obligations. Any new installation in the Utility Easement and Master Association

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Landscape and Easement Areas shall be installed and maintained by the Declarant or the Master Association, as the case may be and in the event either elects, by written notice to do so, with minimum interference to the business of the Owner on whose Lot the installation is performed. The Master Association shall be permitted from time to time and at any time to relinquish any maintenance obligations it has expressly undertaken by delivering written notice thereof to an Owner and Owner from and after its receipt of said written notice shall again be responsible for such maintenance. All maintenance, reconstruction, replacement, repair, replenishment and operation of Designated Maintenance Items located within all Utility Easement and Master Association Landscape and Easement Areas, if performed by Declarant or the Master Association, shall be performed with minimum interference to the business of the Owner on whose Lot the work is being conducted and, except in the cases of such Owner's negligence, recklessness or willful misconduct, in which case the Owner shall be responsible for the cost of maintenance and repairs necessitated by Owner's conduct, the Declarant or the Master Association, as the case may be, shall fully repair all damage to such Owner's Lot following any installation, maintenance or repair at the Declarant's or the Master Association's, as the case may be, sole cost and expense.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years each for a total including the initial term of sixty-five (65) years, unless Owners with at least seventy-five (75%) percent of the votes

elect not to continue the same in existence. This Declaration may be amended by an instrument signed by the Owners with at least fifty-one percent (51%) of the Total Votes and the prior written approval of the Declarant, so long as it owns any portion of the Properties. Any Amendment must be properly recorded. For purposes of this Section 3, additions to the Existing Property as permitted by Article, Section 2 hereof, or changes in the annual assessment or the imposition of a special assessment shall not be deemed an "Amendment."

Section 4. Rezoning. A rezoning of all or any portion of the Properties not then owned by Declarant from the zoning classification in effect on the date this Declaration is recorded in the Mecklenburg County Public Registry undertaken by any Owner prior to January 1, 2000 shall be subject to the prior written consent of Declarant.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed under seal by authority duly given, the day and year first above written.

HUNTLANDS LIMITED  
PARTNERSHIP

(SEAL)

By: Erwin Properties, Inc.,  
General Partner

By: [Signature]  
President

By: Crosland Investors, Inc.,  
General Partner

By: [Signature]  
VICE President

THE CROSLAND GROUP, INC.

By: [Signature]  
President

ATTEST:  
[Signature]  
Secretary  
[CORPORATE SEAL]

ATTEST:  
[Signature]  
Secretary  
[CORPORATE SEAL]

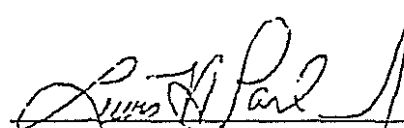
ATTEST:  
[Signature]  
Secretary  
[CORPORATE SEAL]

REAL ESTATE  
BOOK PAGE

6229 0632

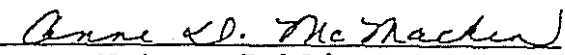
NORTHCROSS INVESTORS LIMITED  
PARTNERSHIP (SEAL)

BY: FURR AREA GROUP,  
General Partner (SEAL)

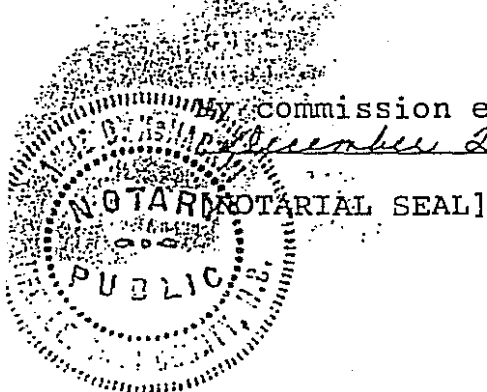
  
By: Lewis H. Parham, (SEAL)  
Authorized General Partner

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 15<sup>th</sup> day of March, 1990, personally came before me, Mark W. Erwin, who being by me duly sworn, says that he is \_\_\_\_\_ President of Erwin Properties, Inc., general partner of HUNTLANDS LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Erwin Properties, 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 Mark W. Erwin acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP.

  
Notary Public

My commission expires:  
December 2, 1990



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 15<sup>th</sup> day of March, 1990, personally came before me, Charles E. Seal, who being by me duly sworn, says that he is Vice President of Crosland Investors, Inc., general partner of HUNTLANDS 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 Charles E. Seal acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP.

Anne D. Mc Macken  
Notary Public



My commission expires:  
December 2, 1990

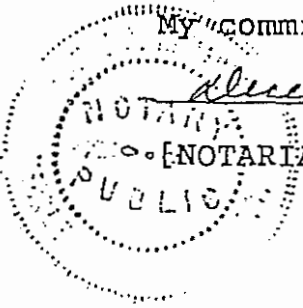
[NOTARIAL SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 15<sup>th</sup> day of March, 1990, personally came before me, Mark W. Eburn, who being by me duly sworn, says that he is \_\_\_\_\_ 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 Mark W. Eburn acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 15<sup>th</sup> day of March, 1990.

Anne D. Mc Macken  
Notary Public



My commission expires:

December 2, 1990

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Kimberly C. Mertes, a Notary Public in and for said County and State, hereby certify that Lewis H. Parham, authorized general partner of Furr Area Group, General Partner of NORTHROSS INVESTORS LIMITED PARTNERSHIP, personally appeared before me this day and acknowledged the due execution of the foregoing instrument by him, as authorized general partner of Furr Area Group, acting for and on behalf of said limited partnership.

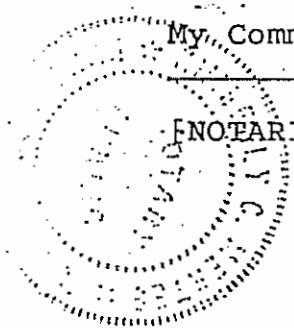
WITNESS my hand and notarial seal, this 15th day of MARCH, 1990.

Kimberly C. Mertes  
Notary Public

My Commission Expires:

7/2/92

[NOTARIAL SEAL]



LIST OF EXHIBITS

- Exhibit A - Crosland Property Description
- Exhibit B - Huntlands Property Description
- Exhibit C - Investors Property Description
- Exhibit D - Site Plan
- Exhibit E - Permitted Uses

EXHIBIT A

Being the following described parcels of land in Huntersville and Deweese Townships, adjoining the lands of the Howey Company, Inc., Deed Book 5399 at Page 750, Joyce S. Alexander, Deed Book 5218 at Page 176, Robert J. McLaughlin, Deed Book 1863 at Page 74, Annie Laura S. Brown, Deed Book 3714 at Page 673, Rush Sherrill, Deed Book 1933 at Page 625, Eugene H. Alexander, Deed Book 2343 at Page 318, Ralph F. Howey, Deed Book 5223 at Page 765, all of the Mecklenburg County Public Registry, and the road rights-of-way of Sam Furr Road (S.R. 2145), Statesville Road, N.C. Highway #21, and Interstate 77, and being a portion of that property conveyed to James R. Withers, Jr. and wife, Mary Graham Morrison Withers by deed recorded in Book 1131 at Page 264 of the Mecklenburg County Public Registry and being more particularly described as follows:.

TRACT 1

BEGINNING at a new iron pin in the southerly margin of the right-of-way of Sam Furr Road (S.R. 2145) (100' R/W), which iron pin lies S. 38-19-16 E. 321.07 feet from an N.C.G.S. monument marked "Cowan" with coordinates X(E)=1,444,157.40 feet and Y(N)=621,229.01 feet and which iron pin marks the easternmost point of a sight triangle to U.S. Highway #21, and running thence with the southerly margin of the right-of-way of said Sam Furr Road two (2) calls and distances as follows: (1) S. 84-03-30 E. 1071.88 feet to an existing concrete monument and (2) S. 84-07-02 E. 461.35 feet to an existing concrete monument; thence S. 44-01-46 E. 67.86 feet to an existing concrete monument in the westerly margin of the right-of-way of Rich Hatchet Road (S.R. 2434) (60' R/W); thence crossing said right-of-way S. 82-39-58 E. 60.00 feet to an existing concrete monument in the easterly margin of the right-of-way of said Rich Hatchet Road; thence with a sight triangle leading to Sam Furr Road and the northwestern corner of the property conveyed to the Howey Company, Inc. as same is described in deed recorded in Deed Book 5399 at Page 750 in the Mecklenburg County Public Registry N. 51-14-15 E. 3.80 feet to a new iron pin; thence S. 10-37-00 E. 28.58 feet to an existing iron pin; thence S. 13-58-24 W. 288.99 feet to a railroad spike within the margins of the right-of-way of Rich Hatchet Road; thence N. 77-22-55 W. 169.07 feet to a new iron pin in the northeast corner of the property conveyed to Robert J. McLaughlin as same is described in deed recorded in Deed Book 1863 at Page 74 in the aforesaid Public Registry; thence with the northerly property line of the aforesaid McLaughlin property N. 78-29-14 W. 641.92 feet to an existing iron pin; thence S. 30-26-55 W. 1484.87 feet to a new iron pin in the

easterly margin of the right-of-way of U.S. Highway #21 (150' R/W); thence with the easterly margin of the right-of-way of said U.S. Highway #21 N. 04-37-26 W. 1564.52 feet to a new iron pin; thence N. 53-16-15 E. 127.82 feet to a new iron pin, the point or place of Beginning, containing 24.869 acres, all as shown on a survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

TRACT 2

BEGINNING at a new iron pin in the easterly margin of the right-of-way of U.S. Highway #21 (150' R/W), which iron pin lies S. 10-00-42 W. 317.18 feet from an N.C.G.S. monument marked "Cowan" with coordinates X(E)=1,444,157.40 feet and Y(N)=621,229.01 feet and which iron pin marks the easternmost point of a sight triangle leading from Sam Furr Road, and running thence with the easterly margin of the right-of-way of said U.S. Highway #21, S. 04-37-26 E. 1806.34 feet to a new iron pin; thence S. 30-26-55 W. 142.57 feet to an existing stone marking a common corner of the property conveyed to Eugene H. Alexander and wife, Edith O. Alexander as same is described in deed recorded in Deed Book 2343 at Page 318 in the aforesaid Public Registry and the property of the Leslie M. Holbrook heirs (now or formerly) as same is described in deed recorded in Deed Book 1445 at Page 472 in the aforesaid Public Registry; thence with the northerly property line of the aforesaid Holbrook heirs property N. 66-55-00 W. 666.02 feet to a new iron pin in the easterly margin of the right-of-way of Interstate 77 (which iron pin lies N. 03-27-23 W. 34.98 feet from an existing concrete monument); thence with the easterly margin of the right-of-way of Interstate 77 four (4) calls and distances as follows: (1) in a northerly direction with the arc of a circular curve to the right, having a radius of 9424.30 feet, an arc distance of 712.79 feet to an existing concrete monument; (2) N. 01-28-05 E. 198.69 feet to an existing concrete monument; (3) N. 02-32-35 E. 654.10 feet to an existing concrete monument; and (4) N. 26-53-59 E. 254.06 feet to an existing concrete monument in the southerly margin of the right-of-way of Sam Furr Road; thence with the southerly margin of said right-of-way S. 84-02-58 E. 290.80 feet to a new iron pin at the western end of a sight triangle leading to U.S. Highway #21; thence S. 49-32-14 E. 152.13 feet to a new iron pin, the point or place of Beginning, containing 26.220 acres, all as shown on a survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

TRACT 3

BEGINNING at a new iron pin in the westerly margin of the right-of-way of Statesville Road (U.S. Highway #21) (150' R/W), which iron pin lies S. 65-23-05 W. 85.28 feet from an N.C.G.S. monument marked "Cowan" with coordinates X(E)=1,444,157.40 feet and Y(N)=621,229.01 feet and which iron pin marks the northernmost point in a sight triangle leading from the right-of-way of Sam Furr Road (S.R. 2145) (100' R/W), and running thence S. 53-16-48 W. 127.54 feet to a new iron pin in the northerly margin of the right-of-way of said Sam Furr Road; thence with the northerly margin of said right-of-way N. 84-02-58 W. 271.55 feet to an existing concrete monument in the easterly margin of the right-of-way of Interstate 77; thence with the easterly margin of said right-of-way of Interstate 77 three (3) calls and distances as follows: (1) N. 19-49-06 W. 291.20 feet to an existing concrete monument; (2) N. 01-52-39 W. 506.94 feet to an existing concrete monument; and (3) in a northerly direction with the arc of a circular curve to the left, having a radius of 7764.44 feet, an arc distance of 791.24 feet passing through an existing concrete monument to a new iron pin in the southwest corner of the property of Ralph F. Howey as same is described in deed recorded in Deed Book 5223 at Page 765; thence with the southerly property line of the aforesaid Howey property two (2) calls and distances as follows: (1) S. 70-49-13 E. 447.71 feet to an existing iron pin; and (2) N. 24-01-27 E. 27.59 feet to a new iron pin in the westerly margin of the right-of-way of Statesville Road; thence with the westerly margin of said right-of-way S. 04-37-26 E. 1403.72 feet to a new iron pin, the point or place of Beginning, containing 14.654 acres, as shown on a survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to any property located within the margins of those portions of any right-of-way shown on the above described survey of Jack R. Christian, N.C.R.L.S., dated September 9, 1989, including, but not limited to, the rights-of-way of Sam Furr Road (S.R. 2145), Statesville Road (U.S. Highway #21), Rich Hatchet Road (S.R. 2434) and Stumptown Road (S.R. 2141).

THERE IS EXCEPTED from the warranties, if any, of The Crosland Group, Inc. set forth in the Declaration of Covenants, Conditions and Restrictions for NorthCross to which this Exhibit A is attached, the property described hereinbelow as Parcels A, B and C and The Crosland Group, Inc. makes no warranty, expressed or implied, as to title to such property more particularly described as follows:

PARCEL A

BEGINNING at an existing iron pin in the northwesternmost corner of the property conveyed to Robert J. McLaughlin as same is described in deed recorded in Deed Book 1863 at Page 74 in the Mecklenburg County Public Registry and running thence with the westerly property line of the aforesaid McLaughlin property S. 36-13-32 W. 410.67 feet to an existing iron pin in the northwestern corner of the property conveyed to Annie Laura S. Brown as same is described in deed recorded in Deed Book 3714 at Page 673 in the aforesaid Public Registry; thence with the westerly property line of the aforesaid Brown property S. 31-30-55 W. 753.44 feet to an existing stone in the northwestern corner of the property conveyed to Rush Sherrill and wife, Mary L. Sherrill as same is described in deed recorded in Deed Book 1933 at Page 625 in the aforesaid Public Registry; thence with the westerly property line of the aforesaid Sherrill property S. 26-05-28 E. 274.64 feet to a point in the easterly margin of the right-of-way of U.S. Highway #21 (150' R/W); thence with the easterly margin of said right-of-way S. 04-37-26 E. 60.04 feet to a new iron pin; thence N. 30-26-55 E. 1484.87 feet to an existing iron pin, the point or place of Beginning, containing 1.331 acres, all as shown on survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

PARCEL B

BEGINNING at an existing stone marking a common corner of the property conveyed to Rush Sherrill and wife, Mary L. Sherrill as same is described in deed recorded in Deed Book 1933 at Page 625 in the Mecklenburg County Public Registry and the property conveyed to Eugene H. Alexander and wife, Edith O. Alexander as same is described in deed recorded in Deed Book 2343 at Page 318 in the aforesaid Public Registry and running thence with the westerly property line of the aforesaid Sherrill property N. 26-05-28 E. 160.39 feet to a point in the westerly margin of the right-of-way of U.S. Highway #21 (150' R/W); thence with the westerly margin of said right-of-way S. 04-37-26 E. 21.21 feet to a new iron pin; thence S. 30-26-55 W. 142.57 feet to an existing stone, the point or place of Beginning, containing 0.01 acres, all as shown on survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

PARCEL C

BEGINNING at a point in the westerly margin of the right-of-way of Rich Hatchet Road (S.R. 2434) (60' R/W), said

point being the northeastern corner of the property conveyed to Joyce S. Alexander as same is described in deed recorded in Deed Book 5218 at Page 176 in the Mecklenburg County Public Registry, and running thence with the westerly margin of said right-of-way two (2) calls and distances as follows: (1) in a northerly direction with the arc of a circular curve to the left, having a radius of 3033.07 feet, an arc distance of 188.55 feet to a point; and (2) N. 05-04-25 E. 121.65 feet to an existing concrete monument in the southerly margin of the right-of-way of Sam Furr Road (S.R. 2145) (100' R/W); thence with the southerly margin of said right-of-way two (2) calls and distances as follows: (1) S. 82-39-58 E. 60.00 feet to a point; and (2) N. 51-14-15 E. 3.80 feet to a point in the northerly line of the property conveyed to the Howey Company, Inc. as same is described in deed recorded in Deed Book 5399 at Page 750 in the aforesaid Public Registry; thence S. 10-37-00 E. 28.58 feet to a point; thence S. 13-58-24 W. 288.99 feet to a railroad spike within the margins of the right-of-way of Rich Hatchet Road; thence N. 77-22-55 W. 31.90 feet to a point, the point or place of Beginning, containing 0.361 acres, all as shown on survey prepared by Jack R. Christian, N.C.R.L.S., dated September 9, 1989, reference to which survey is hereby made for a more particular description of the property.

EXHIBIT B

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

TRACT 4

BEGINNING at a new iron pin in the northerly margin of the right-of-way of Sam Furr Road (N.C. Highway #73), said iron pin marking the southwestern corner of the property conveyed to Danny L. Burris as same is described in deed recorded in Book 5383 at Page 609 in the Mecklenburg County Public Registry, and running thence with the northerly margin of the right-of-way of the aforesaid Sam Furr Road, two (2) calls and distances as follows: (1) N 84-07-03 W 529.30 feet to a new iron pin; and (2) N 84-03-30 W 1090.50 feet to a new iron pin; thence N 49-37-09 W 153.10 feet to a new iron pin in the easterly margin of the right-of-way of Statesville Road (U.S. Highway #21) (N.C. Highway #73), said iron pin being located S 57-06-33 E 83.20 feet from an N.C.G.S. monument marked "Cowan" (N.C.G.S. coordinates X(E)=1,444,157.40 feet and Y(N)=621,229.01 feet); thence with the easterly margin of the right-of-way of Statesville Road N 04-37-26 W 1706.29 feet to a new iron pin; thence N 24-01-27 E 978.57 feet to an existing iron pin; thence N 05-31-36 E 74.00 feet to a new iron pin in the southerly property line of the property conveyed to Mary Dills Cook as same is described in deeds recorded in Deed Book 1229 at Page 86 and Deed Book 1801 at Page 53 in the aforesaid Public Registry; 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 same is described in deed recorded in Deed Book 2655 at Page 59 in the aforesaid Public Registry S 72-20-27 E 1615.49 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 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 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 1122.70 feet to a stone in the northwestern 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 aforesaid Public Registry; thence with the westerly property line of the aforesaid Danny L. Burris property S 10-20-23 E 854.55 feet to a new iron pin, the point



or place of beginning, containing 111.641 acres, all as shown on surveys dated January 25 and 26, 1990, prepared by Jack R. Christian, N.C.R.L.S., reference to which survey is hereby made.

TRACT 5-E

BEGINNING at an existing concrete monument in the westerly margin of the right-of-way of Interstate 77, said concrete monument being located N 83-23-37 W 1,119.42 feet from an N.C.G.S. monument marked "Cowan" (N.C.G.S. coordinates X(E)=1,444,157.40 feet and Y(N)=621,299.01 feet) and running thence with the westerly margin of said right-of-way S 45-42-38 W 186.45 feet to an existing concrete monument in the northerly margin of the right-of-way of Sam Furr Road; thence with the northerly margin of the right-of-way of said Sam Furr Road N 84-05-17 W 390.02 feet to a point; thence in a northerly direction with the arc of a circular curve to the right, having a radius of 1045.71 feet (chord bearing N 19-05-49 E and distance 558.43 feet), an arc distance of 565.28 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the left, having a radius of 1566.04 feet (chord bearing N 18-59-05 E and distance 842.19 feet); an arc distance of 852.69 feet to a point; thence N 03-23-11 E 37.80 feet to a point in the westerly margin of the right-of-way of Interstate 77; thence with the westerly margin of said right-of-way in a southeasterly direction with the arc of a circular curve to the right, having a radius of 11,334.16 feet (chord bearing S 02-48-47 E and distance 1273.37 feet), an arc distance of 1274.04 feet to an existing concrete monument, the point or place of beginning, containing 8.072 acres, as shown on survey dated January 26, 1990, prepared by Jack R. Christian, N.C.R.L.S., reference to which survey is hereby made for a more particular description.

TRACT 6

BEGINNING at a stone in the northeastern corner of the property conveyed to Kel Rush Inc. as same is described in deed recorded in Deed Book 3673 at Page 917 in the Mecklenburg County Public Registry, said stone being located N 22-07-35 W 80.82 feet from a stone in the common corner of the aforesaid Kel Rush, Inc. property and the property of the Leslie M. Holbrook heirs (now or formerly), and running thence from said beginning point N 26-47-19 E 865.61 feet to a point; thence N 64-53-34 E 39.58 feet to a point in the southerly margin of the right-of-way of Sam Furr Road (60' R/W); thence with the southerly and southwesterly margins of the right-of-way of said Sam Furr Road four (4) calls and distances as follows: (1) S 84-07-53 E 1352.83 feet to a point; (2) S 06-23-14 W 19.98 feet to a point; (3) S 84-07-53 E 79.13 feet to a point; and (4) S 84-05-14 E 190.93 feet to a point; thence S 53-58-05 E 91.24

feet to a point in the westerly margin of the right-of-way of Stumptown Road; thence with the westerly margin of said right-of-way S 03-32-24 E 1555.83 feet to a new iron pin; thence N 66-55-00 W 2367.15 feet to a stone in the northeasterly property line of the property of Kel Rush Inc. as same is described in deed recorded in Deed Book 3673 at Page 917 in the aforesaid Public Registry; thence with the northeasterly property line of the aforesaid Kel Rush Inc. property N 22-07-35 W 80.82 feet to a stone, the point or place of beginning, containing 57.579 acres, all as shown on survey dated January 25, 1990 prepared by Jack R. Christian, N.C.R.L.S., reference to which survey is hereby made for a more particular description.

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to any property located within the margins of those portions of any right-of-way shown on the above described surveys of Jack R. Christian, N.C.R.L.S., dated January 25 and 26, 1990, including, but not limited to, the rights-of-way of Sam Furr Road (S.R. 2145), Statesville Road (U.S. Highway #21) and Stumptown Road (S.R. 2141).

EXHIBIT C

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

TRACT 5

BEGINNING at an existing concrete monument in the westerly margin of the right-of-way of Interstate 77, said existing concrete monument also marking the southeastern corner of the property conveyed to Gary W. Bailey and wife, Kathy H. Bailey as same is described in deed recorded in Deed Book 4634 at Page 330 in the Mecklenburg County Public Registry and running thence with the westerly margin of the right-of-way of said Interstate 77 in a southeasterly direction with the arc of a circular curve to the right, having a radius of 11,334.16 feet (chord bearing S 06-45-59 E and distance 290.00 feet), an arc distance of 290.01 feet to a point; thence S 03-23-11 W 37.80 feet to a point; thence in a southwesterly direction with the arc of a circular curve to the right, having a radius of 1566.04 feet (chord bearing S 18-59-05 W and distance 842.19 feet), an arc distance of 852.69 feet to a point; thence in a southwesterly direction with the arc of a circular curve to the left, having a radius of 1045.71 feet (chord bearing S 19-05-49 W and distance 558.43 feet), an arc distance of 565.28 feet to a point in the northerly margin of the right-of-way of Sam Furr Road; thence with the northerly and northwesterly margins of said right-of-way three (3) calls and distances as follows: (1) N 84-05-17 W 59.98 feet to a point; (2) S 06-20-17 W 19.98 feet to a point; and (3) N 84-07-53 W 1252.87 feet to a point; thence N 64-53-34 E 154.77 feet to an existing iron pin; thence N 53-19-36 E 382.96 feet to an existing iron pin; thence N 18-10-15 E 1585.71 feet to a point within the margins of the right-of-way of Sherrill Road (S.R. 2146) (40'R/W); thence S 78-21-22 E 69.41 feet to a point in the southerly property line of the property conveyed to Gary W. Bailey and wife, Kathy A. Bailey as same is described in deed recorded in Deed Book 4364 at Page 330 in the aforesaid Public Registry; thence with the southerly property line of the aforesaid Bailey property, S 70-49-14 E 765.52 feet to an existing concrete monument, the point or place of beginning, containing 41.355 acres, all as shown on survey dated January 26, 1990, prepared by Jack R. Christian, N.C.R.L.S., reference to which survey is hereby made for a more particular description of the property.

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to any property located within the margins of those portions of any right-of-way shown on the above described survey of Jack R. Christian, N.C.R.L.S., dated January 26, 1990, including, but not limited to, the rights-of-way of Sam Furr Road (S.R. 2145) and Sherill Road (S.R. 2146).

# NORTH CROSS

ILLUSTRATIVE SITE PLAN

PARCEL C  
HOTEL SITE  
100,000 SF  
CONVENIENCE SERVICE COURT  
100,000 SF RETAIL  
10.7 ACRES

PARCEL A  
MULTIFAMILY SITE  
25.1 ACRES

PARCEL B  
NEIGHBORHOOD RETAIL  
200,000 SF  
15.2 ACRES

PARCEL D  
BUSINESS PARK  
86.7 ACRES

PARCEL E  
COMMUNITY RETAIL  
400,000 SF  
42.6 ACRES

PARCEL F  
NEIGHBORHOOD OFFICE  
250,000 SF OFFICES  
17.6 ACRES

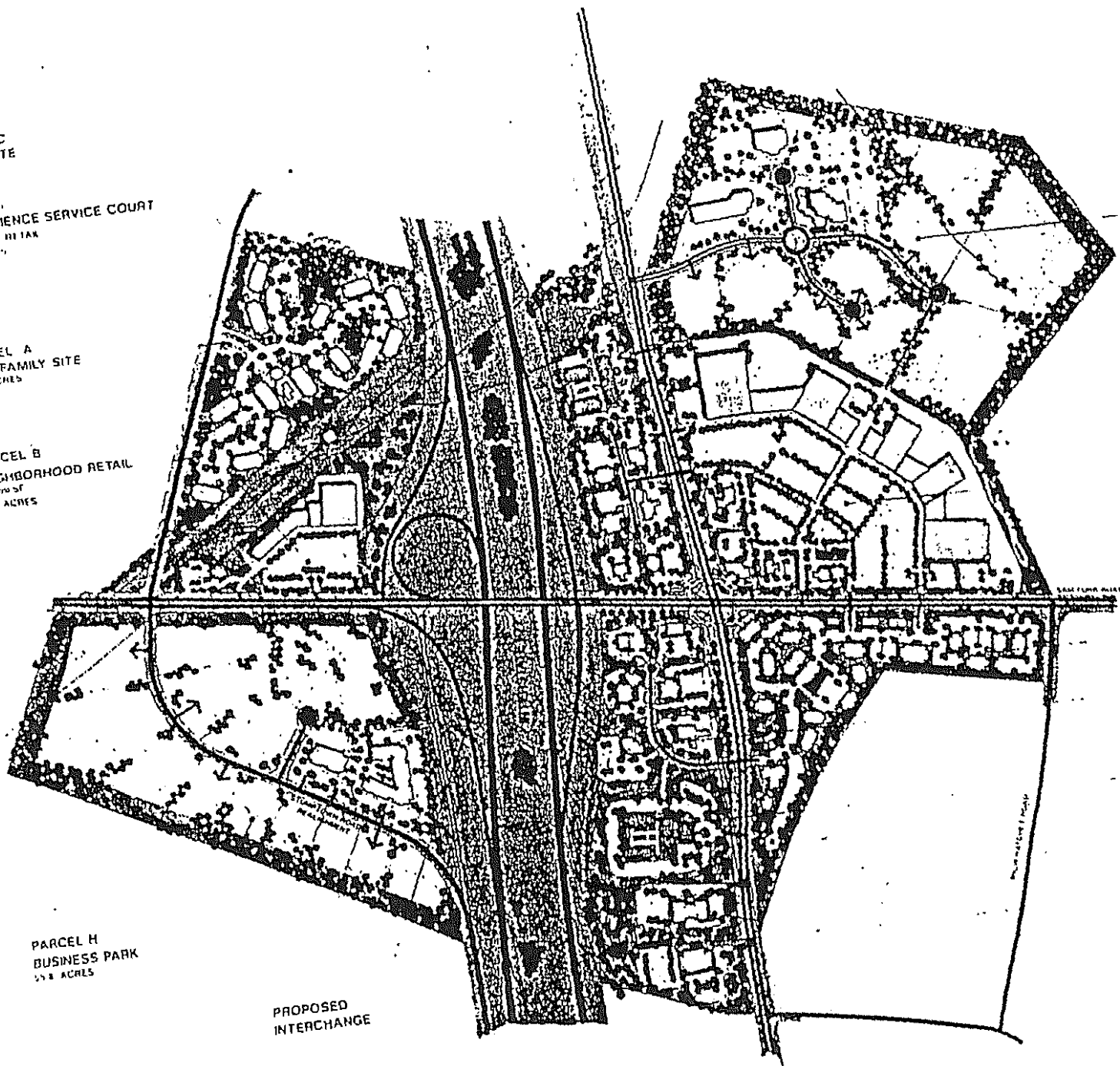
PARCEL G  
CONVENIENCE SERVICE COURT  
100,000 SF RETAIL  
29.3 ACRES

HOTEL SITE  
120 ROOMS

RESTAURANT/  
SHOWROOM RETAIL

PARCEL H  
BUSINESS PARK  
25.8 ACRES

PROPOSED  
INTERCHANGE



REAL ESTATE  
BOOK PAGE  
6229 0645

EXHIBIT D

CROSS & SIBB

EXHIBIT E

"PERMITTED USES"

PARCEL

A (25.3 acres)

1. Dwellings, multi-family and related amenities for use by the multi-family development.
2. Uses permitted for Parcel D and Parcel H as set forth hereinafter.

\* \* \* \*

B (15.2 acres)

1. Automobile service stations
2. Bakeries, retail
3. Banks
4. Cafeterias
5. Beauty and barber shops
6. Florist shops
7. Laundries and dry cleaners
8. Optician
9. Restaurants
10. Retail sales
11. Professional, financial, personal and recreational services
12. Nurseries and greenhouses
13. Post offices
14. Printing and photo processing
15. Studios for artists, designers, photographers, musicians, sculptors, gymnasts

\* \* \* \*

C (18.4 acres)

G (29.3 acres)

E (42.6 acres)

- All uses allowed in parcel B, above, plus the following:
1. Automobile, truck and boat rentals and sales
  2. Motels and hotels
  3. Theatres

\* \* \* \*

F (19.6 acres)

1. Banks
2. Beauty and barber shops
3. Buildings for display of sample merchandise to wholesalers and retailers
4. Business and professional offices

PARCEL

F (cont.)

5. Civic organizations
6. Clinics, medical, dental and doctor offices
7. Commercial schools
8. Contractor's offices
9. Food services for employees
10. Funeral homes and crematories
11. Government office buildings and public utility office buildings
12. Laboratories
13. Offices
14. Post offices
15. Social and social service organizations
16. Radio and television stations

\* \* \*

D (66.7 acres)  
H (55.8 acres)

1. Business, professional, corporate, or government offices
2. Merchandise showrooms
3. Distributive businesses
4. Cafeterias and restaurants
5. Banks and similar financial institutions
6. Business offices with retail sales
7. Laboratories and other facilities for research in enclosed buildings
8. Printing and photoprocessing
9. Manufacture's representatives including offices and repair and service facilities
10. Wholesale sales
11. Health spa or fitness center
12. Light manufacturing or assembly uses which do not create danger to health and safety in surrounding areas and which do not create offensive noise, vibration, smoke, dust, lint, odor, heat or glare.
13. Day care centers

PARCEL

D and H cont.)

14. Heliport
15. Buildings for dramatic,  
cultural and musical  
activities
16. Warehousing as a principal  
use, but not including "mini  
warehouses"

State of North Carolina, County of Mecklenburg  
The foregoing Certificate(s) of Anne D. McMackin and  
Kimberly C. Mertes

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 *Nancy A. Powers* Deputy - Register of Deeds

*Handwritten mark*

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";

W I T N E S S E T H:

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

*Drawn by Perry Patrick (cc)  
B Mail to Perry Patrick*



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.

DECLARANT:

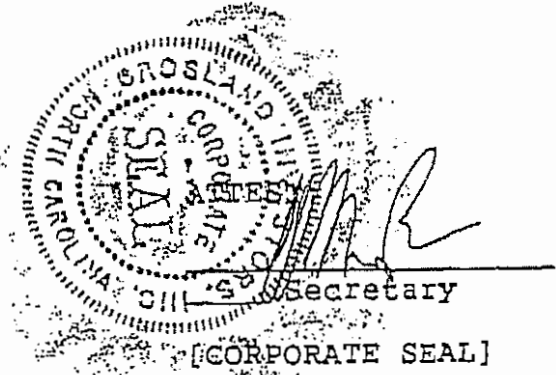
HUNTLANDS LIMITED PARTNERSHIP, a North  
Carolina limited partnership (SEAL)

By: Crosland Investors, Inc.,  
General Partner

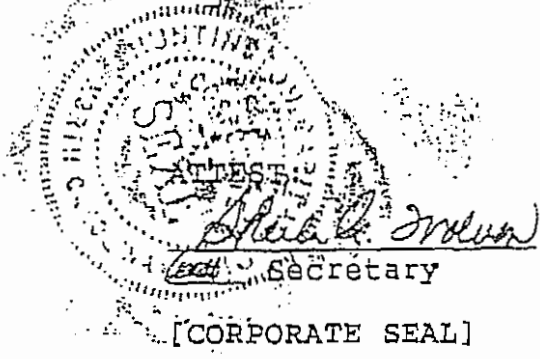
By: *John Crosland*  
President

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

By: *Mark B...*  
President



SECRETARY  
[CORPORATE SEAL]



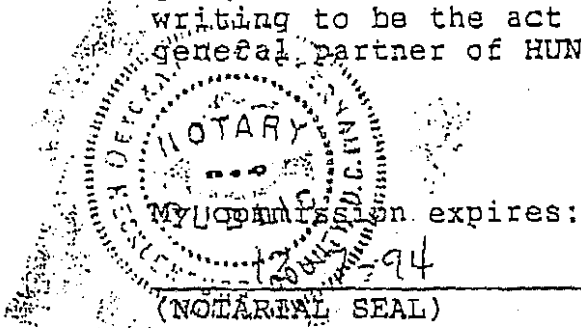
SECRETARY  
[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, John Croshaw, 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.

Shirah H. Cokerham  
Notary Public

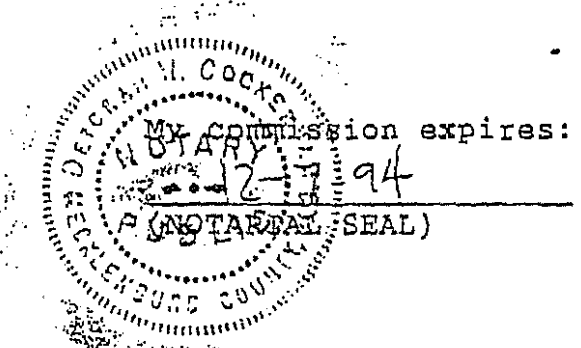


STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, Tim 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.

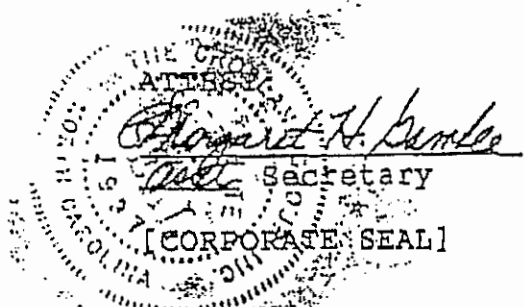
Shirah H. Cokerham  
Notary Public



OWNERS:

THE CROSLAND GROUP, INC.

By: [Signature]  
VICE President

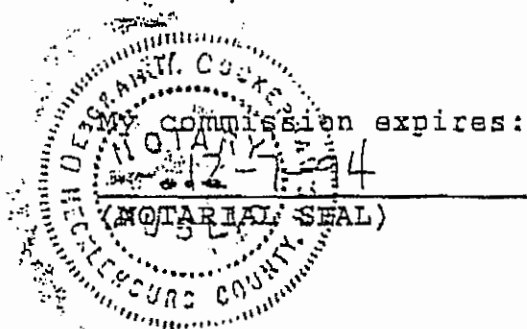


STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, CHARLES E. REAL, 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: Deborah L. Cokerham]  
Notary Public



OWNERS (continued):

NORTHCROSS INVESTORS LIMITED PARTNERSHIP, a North Carolina limited partnership

(SEAL)

By: Furr Area Group, General Partner

By: [Signature] (SEAL) Authorized General Partner

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

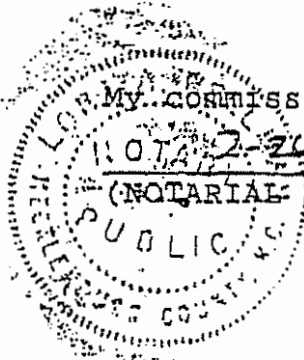
I, Lori A. Wellman, a Notary Public for said County and State, do hereby certify that Lewis H. Parham, Authorized General Partner of Furr Area Group, itself the General Partner of NORTHCROSS INVESTORS LIMITED PARTNERSHIP, a North Carolina limited partnership personally appeared before me this day and 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 28<sup>th</sup> day of July, 1992.

[Signature]  
Notary Public

My commission expires:

NOTARY 2-26-94  
(NOTARIAL SEAL)

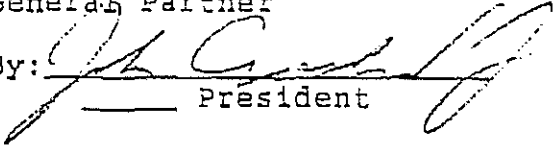


OWNERS (continued):


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

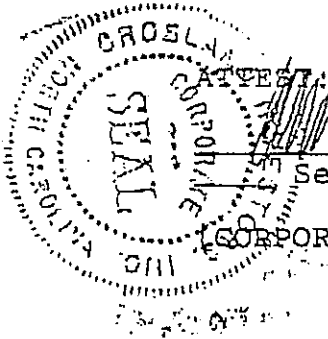
By: Huntlands Limited Partnership,  
a North Carolina  
limited partnership, (SEAL)  
General Partner

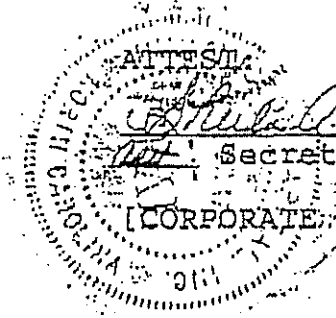
By: Crosland Investors, Inc.,  
General Partner

By:   
President

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

By:   
President

 [CORPORATE SEAL]  
Secretary

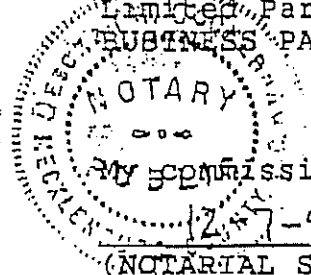
 [CORPORATE SEAL]  
Secretary



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. Cockerham  
Notary Public

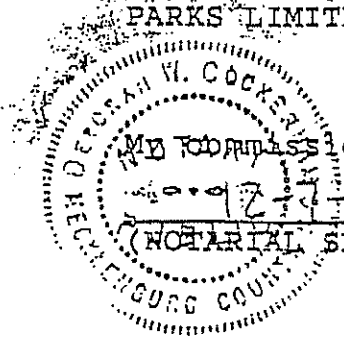


My commission expires: \_\_\_\_\_  
12-7-94  
(NOTARIAL SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 28th day of July, 1992, personally came before me, Mark 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, 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. Cockerham  
Notary Public



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

OWNERS (continued):

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

ATTEST:

\_\_\_\_\_  
Secretary

[CORPORATE SEAL]

By: \_\_\_\_\_  
President

STATE OF OHIO

COUNTY OF \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 1992, personally came before me, \_\_\_\_\_, who being by me duly sworn, says that he is \_\_\_\_\_ 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 \_\_\_\_\_ President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

OWNERS (continued):

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

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

[BANK SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This \_\_\_\_\_ day of \_\_\_\_\_, 1992, personally came before me, \_\_\_\_\_, who being by me duly sworn, says that he is \_\_\_\_\_ 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 \_\_\_\_\_ President acknowledged the said writing to be the act and deed of said banking association.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

OWNERS (continued):

UNITED CAROLINA BANK

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This \_\_\_\_\_ day of \_\_\_\_\_, 1992, personally came before me, \_\_\_\_\_, who being by me duly sworn, says that he is \_\_\_\_\_ 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 \_\_\_\_\_ President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public

- My commission expires:

\_\_\_\_\_  
(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 Swan  
Vice President

ATTEST:

Katherine B. Vlcek  
Asst Secretary

[BANK SEAL]

TIM, INC., Trustee

By: Brenda L. Cooper  
Vice President

ATTEST:

Katherine B. Vlcek  
Asst Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

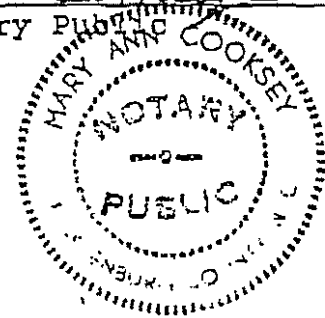
COUNTY OF MECKLENBURG

This 29<sup>th</sup> 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

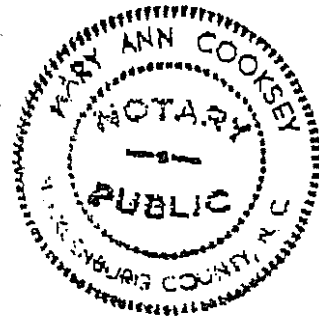
COUNTY OF MECKLENBURG

This 29<sup>th</sup> 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

By: Laure Ryan  
Vice President

ATTEST:

Katherine B. Ulrich  
Asst. Secretary

[BANK SEAL]

TIM, INC., Trustee

By: Brenda R. Cooper  
Vice President

ATTEST:

Katherine B. Ulrich  
Asst. Secretary

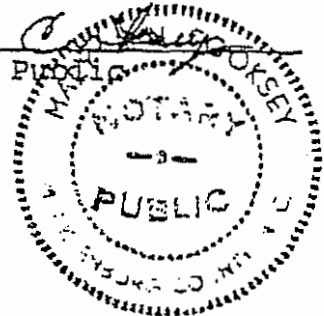
[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29<sup>th</sup> 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.

Emary Ann Cooksey  
Notary Public



My Commission Expires:

~~My Commission Expires December 18, 1994~~

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29<sup>th</sup> day of July, 1992, personally came before me, Brenda L. Cochrane, 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.

Emary Ann Cooksey  
Notary Public



My Commission Expires:

~~My Commission Expires December 18, 1994~~

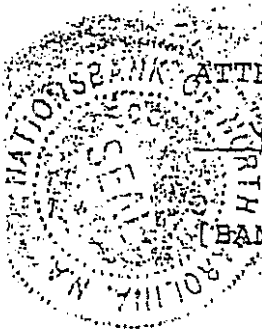
[NOTARIAL SEAL]



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 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.



ATTEST:  
Katherine B. Ulich  
ASA Secretary

[BANK SEAL]

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

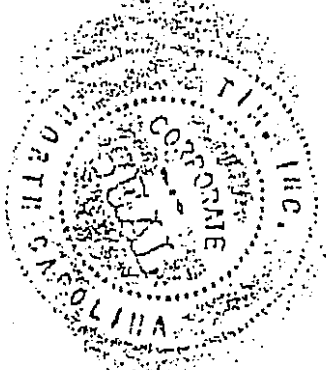
By: Laura Ryan  
Vice President

TIM, INC., Trustee

By: Brenda L. Cooper  
Vice President

ATTEST:  
Katherine B. Ulich  
ASA Secretary

[CORPORATE SEAL]



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

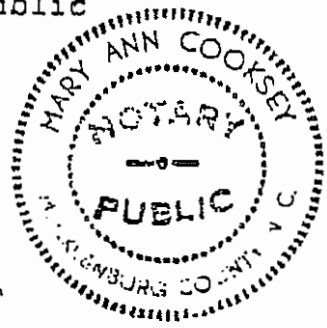
This 29<sup>th</sup> day of July, 1992, personally came before me, Laura Ryan, who being by me duly sworn says that she is the Vice President of NATIONSBANK OF NORTH CAROLINA, N.A., a national banking association, that the seal affixed to the foregoing instrument in writing is the bank seal of said banking 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 29<sup>th</sup> day of July, 1992, personally came before me, Rebecca L. Cooksey, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1992.

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

ATTEST:

\_\_\_\_\_  
Secretary

[BANK SEAL]

By: \_\_\_\_\_  
President

TIM, INC., Trustee

ATTEST:

\_\_\_\_\_  
Secretary

[CORPORATE SEAL]

By: \_\_\_\_\_  
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This \_\_\_\_ day of \_\_\_\_\_, 1992, personally came before me, \_\_\_\_\_, who being by me duly sworn says that he 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 \_\_\_\_\_ acknowledged the said writing to be the act and deed of said banking association.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This \_\_\_\_ day of \_\_\_\_\_, 1992, personally came before me, \_\_\_\_\_, who being by me duly sworn says that he is the \_\_\_\_\_ 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 \_\_\_\_\_ acknowledged the said writing to be the act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

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 27<sup>th</sup> day of July, 1992.

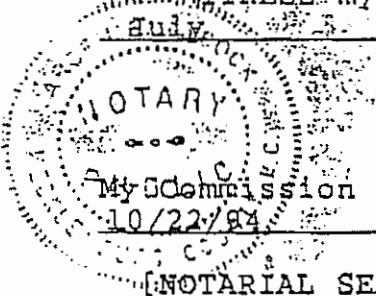
  
\_\_\_\_\_  
H. PARKS HELMS, Trustee

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Arden 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.



Arden R. Aycock  
Notary Public

My Commission Expires:  
10/22/94

[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

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NORTHCROSS

COUNTY OF MECKLENBURG

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR NORTHCROSS (the "Amendment") is  
made this 4th day of February, 1994 by HUNTLANDS LIMITED  
PARTNERSHIP, a North Carolina limited partnership, hereinafter  
referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and  
Restrictions for NorthCross was recorded in the Mecklenburg  
County Public Registry in Book 6229 at Page 610; and

WHEREAS, the above referenced Declaration was amended by  
Amendment to Declaration of Covenants, Conditions and  
Restrictions for NorthCross recorded in Book 6959 at Page 250  
and re-recorded in Book 7071 at Page 803 in the aforesaid  
Public Registry (as amended, hereinafter called the  
"Declaration"); and

WHEREAS, Declarant desires 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

WHEREAS, Section 3 of Article III of the Declaration provides that notwithstanding any contrary provisions of the Declaration, the Declarant shall be entitled to fifty-one percent (51%) of the Total Votes of Master Association Members until January 1, 2000;

NOW, THEREFORE, the undersigned Declarant does hereby amend the Declaration as follows:

1. The provisions of Exhibit E of the Declaration entitled "Permitted Uses" are hereby amended such that with respect to the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), which Property is contained entirely within the boundaries of Parcel D as referenced on said Exhibit E, the Permitted Uses for the Property shall be those applicable to Parcel E, rather than those of Parcel D, and the Permitted Uses of Parcel D shall no longer be applicable to the Property.

2. Declarant hereby acknowledges and agrees 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.

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

DECLARANT:

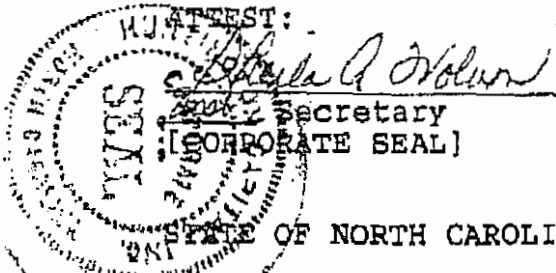
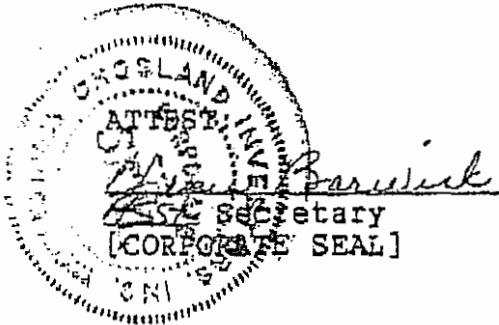
HUNTLANDS LIMITED PARTNERSHIP, a North Carolina Limited Partnership (SEAL)

By: Crosland Investors, Inc.  
General Partner

By: [Signature]  
President

By: Huntington Capital, Inc.,  
General Partner

By: [Signature]  
President



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 4th day of February, 1994, personally came before me, James E. Merrifield, who being by me duly sworn, says that he is Vice 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, a North Carolina Limited Partnership, by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP, a North Carolina Limited Partnership.

[Signature]  
Notary Public

My commission expires: July 13, 1997



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

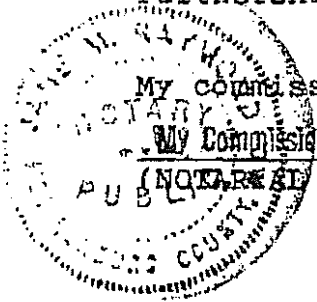
This 14th day of February, 1994, personally came before me, Mark W. Brown, who being by me duly sworn, says that he is \_\_\_\_\_ President of Huntington Capital, Inc., general partner of HUNTLANDS LIMITED PARTNERSHIP, a North Carolina Limited Partnership; that the seal affixed to the foregoing instrument 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, a North Carolina 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, a North Carolina Limited Partnership.

James M. Raymond  
Notary Public

My commission expires:

My Commission Expires June 30, 1997

(NOTARY SEAL)



LAW OFFICES

PERRY, PATRICK, FARMER & MICHAUX  
PROFESSIONAL ASSOCIATION  
2200 THE CARILLON  
227 WEST TRADE STREET  
CHARLOTTE, NORTH CAROLINA 28202  
TELEPHONE (704) 372-1120  
FAX (704) 372-9635

FACSIMILE TRANSMITTAL

TO: Chen Baowei  
FAX NO.: \_\_\_\_\_  
FROM: Quetta Hongolee  
DATE: 4-6  
NUMBER OF PAGES (including this page): 5

COMMENTS

*Second Amendment to DCA's  
@ NorthCaras per your request.*

If you do not receive all pages, please call us at:  
(704) 372-1120

\*\*\*Notice\*\*\*

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMITTAL MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS WHICH FOLLOW AND ARE A PART OF THIS FACSIMILE TRANSMITTAL WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS FACSIMILE TRANSMITTAL IN ERROR, PLEASE NOTIFY THE SENDER BY COLLECT TELEPHONE CALL AND RETURN THE ORIGINAL FACSIMILE TRANSMITTAL TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

DEVELOPED BY AND BUILT FOR  
FERRY PARTNERSHIP LIMITED  
2200 THE CAROLINA  
227 W. TRADE ST.  
CHARLOTTE, N.C. 28202

FILE COPY  
SKI

STATE OF NORTH CAROLINA

THIRD AMENDMENT AND SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR NORTHCROSS

COUNTY OF MECKLENBURG

THIS THIRD AMENDMENT AND SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHCROSS (the "Amendment")  
is made this 9th day of October, 1995, by HUNTLANDS LIMITED  
PARTNERSHIP, a North Carolina Limited Partnership, hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for NorthCross was  
recorded in the Mecklenburg County Public Registry in Book 6229, at Page 610; and

WHEREAS, the above referenced Declaration was amended by Amendment to Declaration  
of Covenants, Conditions and Restrictions for NorthCross recorded in Book 6959 at Page 250 and  
re-recorded in Book 7071 at Page 803 in the aforesaid Public Registry and by Second Amendment  
to Declaration of Covenants, Conditions and Restrictions for NorthCross recorded in Book 7659 at  
Page 569 in the aforesaid Public Registry (as amended, hereinafter called the "Declaration"); and

WHEREAS, Declarant desires 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

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16:01 56/21/01 NOTIFICATION 08:57  
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WHEREAS, Section 3 of Article III of the Declaration provides that notwithstanding any contrary provisions of the Declaration, the Declarant shall be entitled to fifty-one percent (51%) of the Total Votes of Master Association Members until January 1, 2000;

NOW, THEREFORE, the undersigned Declarant does hereby amend the Declaration as follows:

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

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

"22. Dwellings, multi-family and related amenities for use by the multi-family development."

2. Pursuant to the provisions of Article II, Section 2 of the Declaration, Declarant does hereby annex the property described in Exhibit A, which is attached hereto and incorporated herein for all purposes, (the Annexed Property") and does hereby bring the Annexed Property within the scheme of the Declaration and the jurisdiction of the Master Association as set forth in Article II, Section 2 of the Declaration. The Annexed Property shall be included within Parcel H for purposes of Article VII of the Declaration and the permitted uses assigned to Parcel H shall also be assigned to the Annexed Property.

3. Declarant hereby acknowledges and agrees 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.

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 9<sup>th</sup> day of October, 1995, personally came before me, Mark W. Erwin, who being by me duly sworn, says that he is \_\_\_\_\_ President of Huntington Capital, 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, a North Carolina 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, a North Carolina Limited Partnership.

James M. Raymond  
Notary Public

My Commission Expires:

June 30, 1997  
(Notarial Seal)



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

DECLARANT:

HUNTLANDS LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

By: Crosland Investors, Inc.  
General Partner

ATTEST:

Anne L. McMackin  
Asst. Secretary

By: James E. Merrifield  
Vice President

(Corporate Seal)

ATTEST:

By: Huntington Capital, Inc.,  
General Partner

Sheila G. Ovelun  
Asst. Secretary

By: [Signature]  
President

(Corporate Seal)

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 2<sup>nd</sup> day of October, 1995, personally came before me, James E. Merrifield, who being by me duly sworn, says that he is Vice President of Crosland Investors, Inc., general partner of Huntlands Limited Partnership, a North Carolina Limited Partnership; that the seal affixed to the 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, a North Carolina Limited Partnership, by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of Huntlands Limited Partnership, a North Carolina Limited Partnership.

Patricia Elwaite  
Notary Public

My Commission Expires:

June 27, 2000  
(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION

Being all of that certain parcel or tract of land located in the Huntersville and Lemley Townships, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pin located in the western margin of Northcross Drive (variable width right-of-way) at the southeastern corner of property now or formerly Northcross Business Parks Limited Partnership Deed Book 6473, page 44 of the Mecklenburg County Registry, having coordinates N 619,605.36 and E 1,442,967.63, which iron pin is located South 15-15-41 West 1,667.79 feet from N.C.G.S. Grid Monument (Tom) having coordinates N 621,215.60 and E 1,443,401.95; thence with the western margin of Northcross Drive (variable width right-of-way) the following three (3) calls: (1) South 03-41'45" East a distance of 609.65 feet to an existing iron pin; (2) with the arc of a circular curve to the right, concave to the west, through a central angle of 31-45-11, having a radius of 1,886.07 feet, an arc distance of 1,045.25 feet, (chord bearing and distance South 12-10'51" West 1031.93 feet) to an existing iron pin, (3) thence South 28-03'27" West a distance of 247.70 feet to an existing iron pin, said pin being a common corner of the Holbrook Tract. Thence with the eastern line of the Holbrook Tract the following ten (10) calls: North 60-39'11" West a distance of 507.77 feet to a point, (2) North 28-01'37" East a distance of 503.24 feet to a point, (3) North 04-47'05" East a distance of 246.66 feet to a point, (4) North 04-13'36" West a distance of 152.82 feet to a point, (5) North 13-40'17" West a distance of 509.86 feet to a point, (6) North 31-19'56" West a distance of 173.83 feet to a point, (7) North 44-13'51" West a distance of 263.29 feet to a point, (8) North 49-00'18" West a distance of 200.12 feet to a point, (9) North 61-37'53" West a distance of 473.18 feet to a point, (10) North 53-12'00" West a distance of 679.90 feet to a point on the southern boundary of Northcross Business Parks Limited Partnership; thence with the southern boundary of Northcross Business Parks Limited Partnership South 66-55'04" East a distance of 2172.04 feet to an existing iron pin, being the point or place of BEGINNING; encompassing an area of 30.25 acres (more or less) all as shown on a boundary survey entitled "HOLBROOK PROPERTY RELEASE PLAN", prepared by GPA Professional Land Surveyors, dated March 23, 1995.

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BOOK 9400	PAGE 143
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JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR NORTHCROSS

COUNTY OF MECKLENBURG

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS made this 24 day of  
November, 1997 by HUNTLANDS LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for NorthCross recorded in the office of the Mecklenburg County Public Registry on March 15, 1990 in Book 6229 at Page 610; hereinafter referred to as "Declaration;" and

WHEREAS, Declarant as a member of NorthCross Master Association, Inc. desires to further 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 with at least fifty-one percent (51%) of the Total Votes and by the Declarant, so long as the Declarant still owns any portion of the Properties; and

WHEREAS, as of the date hereof, the Declarant is entitled to fifty-one percent (51%) of the Total Votes;

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

1. The provisions of Section 1, Article IX are amended by adding the following:

In addition to any other rights and remedies available for the enforcement of the provisions of this Declaration (including without limiting the powers of the Architectural Committee), the Association

acting by the unanimous vote of its Board of Directors present at a meeting at which a quorum is present may after delivery of notice meeting the requirements set out herein to the owner of the Lot on which the breach is occurring impose a fine against such owner for each day the breach continues. The fine shall not exceed Two Hundred dollars (\$200.00) per day. Such fine shall constitute a lien against such Lot in the same manner as an assessment under Article V. The notice to the Lot Owner shall state the owner's name, the Lot number, the specific violation which is occurring, a reasonable time period for correction of such violation before the imposition of a fine (which shall be determined based upon the nature of the violation, but shall be no less than three (3) days), the amount of the fine and the fact that it will be imposed daily until the violation is cured. Delivery of notice shall be sufficient if either mailed by registered or certified mail, return receipt requested or posted in a prominent location on the Lot.

2. In all other respects, the Declaration shall remain unchanged and is hereby approved, ratified and affirmed.

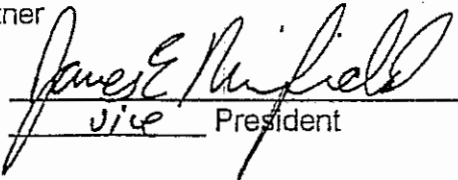
IN WITNESS WHEREOF, Declarant has caused these presents to be executed as of the day and year first above written.

DECLARANT:

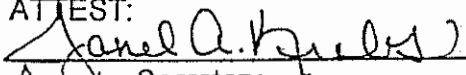
HUNTLANDS LIMITED PARTNERSHIP, a North Carolina Limited Partnership

BY: Crosland Investors, Inc.  
General Partner

By:

  
\_\_\_\_\_  
Vice President

ATTEST:

  
\_\_\_\_\_  
Asst. Secretary  
(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24<sup>th</sup> day of November, 1997, personally came before me, James E. Herrifield, who being by me duly sworn, says that he is Vice 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 Vice President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of HUNTLANDS LIMITED PARTNERSHIP.

Karen M. Gaubach  
Notary Public

My commission expires:

Aug. 6, 2000

(NOTARIAL SEAL)