

JUDITH A GIBSON REG. OF DEEDS MECK NC  
FILED FOR REGISTRATION 07/20/95 13:03  
BK: 08219 PG: 0854/0883 #:0121 66.00

DRAWN BY AND MAIL TO:  
PERRY P. CK FARMER & MICHAUX, P.  
2200 THE CARILLON RD  
227 W. TRADE ST.  
CHARLOTTE, N.C. 28202

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR WHITEHALL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 19<sup>th</sup> day of July, 1995, by WHITEHALL DEVELOPMENT 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, Declarant is the owner of fee simple title to certain real property situated in Charlotte and Mecklenburg County, North Carolina lying to the north and northwest of the right-of-way of NC Hwy. 49 (South Tryon Street) near its intersection with right-of-way of Arrowood Road, which real property consists of five (5) tracts as more particularly described on Exhibit A attached hereto and incorporated herein by reference and on which real property Declarant desires to create, as permitted under local zoning ordinances, a mixed-use development composed of a community retail center, neighborhood office and business park developments and a multi-family residential community to be known collectively as Whitehall; and

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 Whitehall 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

4580 61280

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law, WHITEHALL 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, does hereby declare that all of the real property described on Exhibit A, 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 Whitehall Master Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

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 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 or 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 and conveyed to another person or entity by deed recorded in the Mecklenburg County Public Registry, (c) conveyed as a Tract by Declarant to another person or entity by deed recorded in the Mecklenburg County Public Registry and any

03249'0356

subsequent subdivisions thereof, 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 parcels 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) landscape areas twenty feet (20') and fifty feet (50') in width as the same are located on the Site Plan accompanying Rezoning Petition 94-11(c) approved by the Mecklenburg Board of County Commissioners on April 18, 1994 (the "Petition") and labeled as "Landscape Areas" thereon; (b) areas within twenty feet (20') of the margin of public streets or rights-of-way within the Properties, except the rights-of-way of Arrowood Road Extension and York Road which shall be areas within fifty feet (50') of the margins of said rights-of-way; (c) those areas designated Master Association Landscape and Easement Areas on maps of portions of the Properties, presently or hereinafter recorded; (d) medians located within the rights-of-way of any public street within the Properties; and (e) areas lying within the margins of the right-of-way of the Outerbelt; and (f) areas within twenty-five feet (25') of the shorelines of Johnston Lake and Moody Lake and labeled as "Buffer Areas" on the Site Plan accompanying the Petition areas within the shorelines of Johnston Lake and Moody Lake and the lakebeds thereof and all dams, sluiceways, conduits, headwalls, discharge pipes, equipment and apparatus utilized in connection therewith.

Section 6. "Utility Easements" shall be 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, now or hereafter recorded; provided, if the nature of development on a Lot is such that the Zoning Ordinance of the City of Charlotte or Mecklenburg County, as applicable, does not impose a side yard requirement between buildings or other improvements constructed on said Lot and any adjacent Lot, then with respect to such Lot, utility easements shall be in areas within twenty feet (20') from the front and rear boundary lines of such Lot.

Section 7. "Sidewalk Easements" shall be 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.

Section 8. "Declarant" shall mean and refer to Whitehall Development 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 9. "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 10. "Designated Maintenance Items" shall mean those items located within the rights-of-way of public streets within Whitehall (including property in medians and entrances), within Master Association Landscape and Easement Areas, Utility Easements and Sidewalk Easements 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 11. "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 WHITEHALL 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 attached hereto and incorporated herein by reference.

Section 2. Additions to Existing Property. Additional land may be brought 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, 2010.

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, 2005.

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:

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, 2004.

#### 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, Utility Easements and Sidewalk Easements 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 non-exclusive right and 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 Whitehall.

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 defined as Utility Easement in Article I, Section 6 hereof and Sidewalk Easements in Article I, Section 7 hereof for the purpose of installing, constructing, maintaining, repairing, replacing and use of public sidewalks and utility lines in the event the Master Association expressly undertakes an obligation to do so. Any sidewalk located within Utility 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, Utility Easements and Sidewalk Easements 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.

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 (excluding public road rights-of-way) 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 1996. The assessment for the calendar years 1996 and 1997 as established by the Declarant, acting reasonably and in good faith and based on projected expenditures for said calendar years, shall not exceed \$200.00 per acre per calendar year.

Beginning in 1998 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 fifty percent (50%) 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 Lot, 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.

430 6720

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 Design 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 paragraphs of this Section 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 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 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 Design Committee has not acted to approve or disapprove such request.

Section 3. Utilities. All on-site utility services on any Lot or within 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 Design 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 is attached hereto as Exhibit B and incorporated herein by reference. In order to insure the completion of the development of Tracts 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 zoning classification for such Lot as assigned by the zoning ordinances of Mecklenburg County, North Carolina in effect as of the date that improvements are initially constructed on a Lot.

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 upon its sale to an Owner. 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); topless entertainment or so-called "gentlemen's club"; 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 Design Committee as hereinafter described, the preliminary plans showing the following set forth items or such other items as the Architectural Design

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 Design 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 Design Committee may establish, from time to time and for any construction to be undertaken on Lots, uniform and standard requirements (the "Design Guidelines") 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 Design Guidelines as established by the Architectural Design Committee shall be available upon the request of an Owner for its use in preparing Plans for submission to said Architectural Design Committee. The Architectural Design Committee may require as a condition for approval of an Owner's Plans the integration of the Design Guidelines within the improvements to be constructed on any Lot.

All Plans submitted to the Architectural Design 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 Design Committee shall fail to approve or disapprove in writing the Plans within sixty (60) days after they have been received by the Architectural Design Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Architectural Design Committee may disapprove the Plans in the event a submission is incomplete. The Plans shall be delivered to the Architectural Design 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 the Design Guidelines and this Declaration. The Architectural Design Committee shall not arbitrarily or unreasonably withhold or delay its approval of the Plans; provided, however, the Architectural Design Committee shall be entitled to base its approval, with respect to the nature of the different uses to be operated in the Town Center (Retail), Corporate Park, Business Park and Multi-Family Residential Districts, on a proposed Plan's conformity to the Design Guidelines for the applicable district and conformity and harmony of external design with neighboring structures in said district.

If the Architectural Design 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 Design Committee in accordance with the procedure hereinabove set forth and it shall be Owner's responsibility to request inspection and approval by the Architectural Design 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 Design Committee, which shall have thirty (30) days thereafter in which to have the improvements inspected by the Architectural Design Committee to insure that the improvements or changes and alterations thereto were completed in accordance with the Plans approved by the Architectural Design Committee prior to construction. In the event that the Architectural Design 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 Design Committee and such changes were not previously approved by the Architectural Design 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 Design 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 Design 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 Easements or adjoining Lots, then in any 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 Design Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by it of the structural stability or design of any building, structure or other improvement and no liability shall accrue to the Architectural Design 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 Lot. 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 Design Committee.

In addition to the approval of Plans and other matters herein set forth, the Architectural Design 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.

02219 0970

If requested by an Owner, upon approval of its Plans as set forth above, the Architectural Design 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 Design 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 3. Special Provisions. The Architectural Design 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. At its option by written notice, the Declarant may delegate to the Master Association the authority and duty to appoint the Architectural Design 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 Design Committee shall automatically be vested in the Master Association. Upon Declarant's delegation of the duty and authority to appoint the members of the Architectural Design Committee, or upon 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 Design Committee, and he/she 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 Design 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 Design 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 Design Committee.

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 with respect to all or any portion of the Existing Property owned by Declarant until January 1, 2005.

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 Design 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 on any Lot established in maps of the Properties, presently existing or hereinafter recorded in the Mecklenburg County Public Registry. Master Association Landscape and Easement Areas 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 Design Committee. Upon approval of the Architectural Design Committee, driveways, signs and other similar improvements may be located within said landscaped areas. Except for Master Association Landscape and Easement Areas lying along the right-of-way of the Outerbelt on any Lot, each Owner shall install and maintain an underground sprinkler or underground watering system within the Master Association Landscape and Easement Areas 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.

Section 7. Governmental Laws, Regulations, Permits and Approvals. Each Owner, their successors and assigns, shall fully comply with (i) all federal, state and local environmental, health and safety laws, codes and ordinances, and all rules and regulations promulgated thereunder and (ii) the terms and conditions of all federal, state and local permits, licenses, certifications and approvals now or

hereafter granted or obtained, with respect to all property owned by such Owner within the Properties, including but not limited to the following:

a. All laws and regulations regarding Waters of the United States including wetlands;

b. Discharges of stormwater into the Porter Road Swamp Preservation Area are prohibited;

c. Any proposed impacts to wetlands must be approved by the United States Army Corps of Engineers and the North Carolina Division of Environmental Management;

d. No buildings, roads or parking are permitted within twenty-five feet (25') of Moody Lake or Johnston Lake;

e. On-site stormwater management shall be required for all non-residential land uses. Wet detention basins that provide a level of management consistent with State of North Carolina criteria and policy shall be the primary treatment system;

f. A sedimentation and erosion control plan shall be required for all sites;

g. Best management practices shall be required including avoiding impacts from hazardous materials and other toxins to fish and other aquatic life by not permitting construction staging areas to be located near tributaries or wetlands;

h. Measures shall be taken to prevent fresh concrete from coming into contact with jurisdictional waters until the concrete has hardened.

#### 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 and Sidewalk 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 and Sidewalk Easements and Master Association 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 and Sidewalk Easements 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, changes in the annual assessment or the imposition of a special assessment shall not be deemed an "Amendment."

Section 4. Rezoning. A rezoning from the zoning classification in effect on the date this Declaration is recorded in the Mecklenburg County Public Registry of all or any portion of the Properties not then owned by Declarant undertaken by any Owner prior to January 1, 2005 shall be subject to the prior written consent of Declarant.

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

WHITEHALL DEVELOPMENT LIMITED PARTNERSHIP (SEAL)

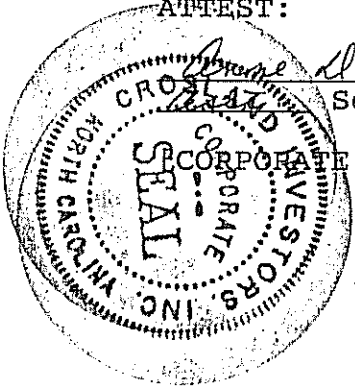
By: Crosland Investors, Inc., General Partner

By: James E. McField Vice President

ATTEST:

James D. McMacken Secretary

[CORPORATE SEAL]



00219 00375

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

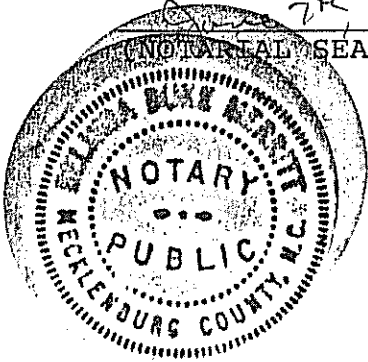
This 20<sup>th</sup> day of July, 1995, personally came before me, James E. Merrifield, who being by me duly sworn, says that he is Vice President of Crosland Investors, Inc., general partner of WHITEHALL DEVELOPMENT LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is 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 WHITEHALL DEVELOPMENT 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 WHITEHALL DEVELOPMENT LIMITED PARTNERSHIP.

Reelinda Duke Merrill  
Notary Public

My commission expires:

July 24, 2000  
(NOTARIAL SEAL)



9260 6760

LIST OF EXHIBITS

Exhibit A - Property Description

Exhibit B - Site Plan

2025-03-20



EXHIBIT A  
LEGAL DESCRIPTION

TRACT I (CC):

Beginning at a point located in the centerline of Arrowood Road Extension (100' R/W), said point marking the westernmost corner of Tract II (0-1[CD]) hereinafter described, and running thence with the aforesaid right-of-way centerline the following three (3) courses and distances as follows: (1) in a southeasterly direction with the arc of a circular curve to the left having a radius of 955.00, feet an arc distance of 1041.77 feet to a point; (2) N 82-31-55 E 634.99 feet to a point; and (3) in a southeasterly direction with the arc of a circular curve to the right having a radius of 955.00 feet, an arc distance of 249.30 feet to a point in the centerline of Coffey Creek; thence with the aforesaid creek centerline two (2) courses and distances as follows: (1) S 06-11-38 E 389.27 feet to a point; and (2) S 31-25-08 E 425.68 feet to a point in the centerline of York Road (N.C. Hwy. #49); thence with the aforesaid right-of-way centerline two courses and distances as follows: (1) in a southwesterly direction, with the arc of a circular curve to the right having a radius of 2510.83 feet, an arc distance of 618.42 feet to N.C. Monument "Mule"; and (2) S 47-09-20 W 1559.20 feet to a point; thence leaving the aforesaid right-of-way N 17-58-08 W 666.61 feet to an existing iron pin; thence S 64-50-39 W 250.00 feet to a point in the centerline of Proposed I-485 (350' R/W); thence N 51-30-16 W 1640.25 feet to a point; thence leaving Proposed I-485 N 52-23-55 E 1134.49 feet to a point; thence N 03-59-19 E 43.43 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the right having a radius of 500 feet, an arc distance of 473.79, feet to the Point or Place of Beginning and containing 101.2 acres, total, all as shown on Technical Data Sheet prepared by Land Design, Inc. entitled "Whitehall" dated October 8, 1993 and last revised February 16, 1994 to which reference is hereby made.

TRACT II (0-1[CD]):

Beginning at a point located in the centerline of Arrowood Road Extension (100' R/W), said point marking the northwesternmost corner of Tract I (CC) hereinabove described, and running thence from said Beginning Point N 68-16-50 E 490.25 feet to a point; thence S 50-37-24 E 379.41 feet to an existing iron pin; thence N 50-44-32 E 626.75 feet to a point in the centerline of Coffey Creek; thence with the aforesaid creek centerline the following three (3) courses and distances: (1) S 37-52-21 E 361.24 feet to a point, (2) S 52-46-49 E 360.41 feet to a point, and (3) S 12-58-16 E 182.66 feet to a

00219.0079

point in the centerline of Arrowood Road Extension (100' R/W); thence leaving the centerline of Coffey Creek and running with the aforesaid right-of-way centerline the following three (3) courses and distances: (1) in a northwesterly direction with the arc of a circular curve to the left having a radius of 955.0 feet, an arc distance of 249.30 feet to a point, (2) S 82-31-55 W 634.99 feet to a point, and (3) in a northwesterly direction with the arc of a circular curve to the right having a radius of 955.0 feet, an arc distance of 1041.77 feet to the Point and Place of Beginning and containing 16.5 acres, total, all as shown on Technical Data Sheet prepared by Land Design, Inc. entitled "Whitehall" dated October 8, 1993 and last revised February 16, 1994 to which reference is hereby made.

TRACT III (R-17MF[CD]):

Beginning at a point on the centerline of Proposed I-485 (350' R/W), said point being the westernmost corner of Tract I(CC) hereinabove described, and running thence with the aforesaid right-of-way centerline N 51-30-16 W 1,490.82 feet to a point; thence leaving the aforesaid right-of-way and running with three (3) common lines of Tract IV (BP[CD]) as hereinafter described: (1) N 49-19-13 E 1,995.61 feet to a point in the centerline of Arrowood Road Extension (100' R/W), (2) S 53-25-32 E 352.75 feet to a point, and (3) N 61-03-14 E 609.97 feet to a stone; thence N 61-03-14 E 782.50 feet to a point; thence S 72-41-02 E 300.70 feet to a point; thence S 29-41-19 E 388.13 feet to a point; thence S 30-29-29 W 1213.97 feet to an existing iron pin; thence N 50-37-24 W 170.00 feet to a point; thence S 68-16-50 W 490.25 feet to a point in the centerline of Arrowood Road Extension (100' R/W); thence in a southwesterly direction with the arc of a circular curve to the left having a radius of 500.0 feet, an arc distance of 473.79 feet to a point; thence S 03-59-19 W 43.43 feet to a point; thence S 52-23-55 W 1134.49 feet to the point and place of beginning and containing 98.02 acres, total, all as shown on Technical Data Sheet prepared by Land Design, Inc. entitled "Whitehall" dated October 8, 1993 and last revised February 16, 1994 to which reference is hereby made.

SAVE AND EXCEPT from the above-described real property so much of the same as shall have been conveyed to The Rod of God Ministries, Inc. as the same is described in deed recorded in Deed Book 4936 at Page 496 in the aforesaid Public Registry.

TRACT IV (BP[CD]):

Beginning at a point in the centerline of Proposed I-485 (350' R/W), said point also being the westernmost corner of Tract III (R-17MF[CD]) as hereinabove described, and running thence from said beginning point with the aforesaid

right-of-way centerline the following six (6) courses and distances: (1) N 51-30-16 W 67.84 feet to a point; (2) N 47-13-51 W 565.88 feet to a point; (3) N 37-45-36 W 982.49 feet to a point; (4) N 37-45-38 W 13.26 feet to a point; (5) in a northwesterly direction with the arc of a circular curve to the right, having a radius of 1800.00 feet, an arc distance of 497.95 feet to a point; and (6) N 21-54-35 W 713.82 feet to a point; thence N 68-05-25 E 1164.33 feet to a point; thence in a southeasterly direction with the arc of a circular curve to the right, having a radius of 955.00 feet, an arc distance of 1252.60 feet to a point; thence N 76-44-56 E 1857.61 feet to a point; thence S 06-39-11 E 743.94 feet to a stone; thence S 35-59-30 W 390.39 feet to a stone; thence S 33-31-37 E 256.47 feet to a stone; thence S 61-03-14 W 609.97 feet to a point in the centerline of Arrowood Road Extension (100' R/W); thence N 53-25-32 W 352.75 feet to a point; thence leaving the aforesaid right-of-way centerline S 49-19-13 W 1,995.61 feet to the point and place of beginning and containing 165.9 acres, total, all as shown on Technical Data Sheet prepared by Land Design, Inc. entitled "Whitehall" dated October 8, 1993 and last revised February 16, 1994 to which reference is hereby made.

TRACT V (Parcel 61): See Exhibit A-1 attached hereto and made a part hereof.

EXHIBIT A -1

BEING all that certain tract or parcel of land lying and situated in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at a found #5 Rebar iron pin in the northwesterly margin of the 250 foot right-of-way (width of right-of-way varies) of S. Tryon Street (N.C. Hwy. 49), said iron pin being the southwestern corner of the property of Mildred Newitt Hogoboom, now or formerly, as described in Deed Book 5622, Page 531 in the Mecklenburg County Public Registry; thence from said Beginning Point along the northwesterly margin of the right-of-way of S. Tryon Street (N.C. Hwy 49) the following three (3) courses and distances: (i) S. 19-09-10 W., 109.86 feet to a found right-of-way concrete monument; thence (ii) N. 67-27-16 W., 25.67 feet to a found right-of-way concrete monument; and thence (iii) S. 19-09-10 W., 81.19 feet to a point; thence leaving said margin of the right-of-way of S. Tryon Street (N.C. Hwy 49) as it merges into the northerly margin of the proposed right-of-way (right-of-way varies) of the Proposed Arrowood Extension the following three (3) courses and distances: (i) with the arc of a curve to the right having a radius of 30.00 feet, an arc distance of 52.38 feet (having a chord bearing of S. 69-10-13 W., a chord distance of 45.97 feet) to a point; thence (ii) N. 60-48-44 W., 101.87 feet to a point; thence (iii) with the arc of a curve to the left having a radius of 998.50 feet, an arc distance 472.38 feet (having a chord bearing of N. 71-42-48 W., a chord distance of 467.99 feet) to a point; thence leaving the margin of the Proposed Arrowood Extension the following three (3) courses and distances: (i) N. 06-15-16 E., 129.52 feet to a point; thence, (ii) N. 52-46-49 W., 319.88 feet to a point; thence (iii) N. 37-52-21 W., 360.60 feet to a point, said point being in the common boundary line with the property of Mildred Newitt Hogoboom, now or formerly, as described above; thence with the common boundary line of said Hogoboom Property and the southerly rear property line of Lots 89, 90, 91, 92, 93, 94 and 95 of Deer Creek Map 2, as recorded in Map Book 26, Page 374 in said Registry, N. 50-44-45 E., 985.75 feet to a found 1 inch iron pipe located at a common corner with said Hogoboom Property; thence S. 16-14-36 E., 1291.74 feet to a found #5 Rebar iron pin, being the point and place of BEGINNING, containing 18.795 acres (more or less), all as shown on a survey entitled "Boundary Survey of 18.795 Acres Tract for The Crosland Croup," prepared by ESP Associates, P.A., Joseph W. Hendrick, N.C.R.L.S. No. L-3046, Project No. IK43, dated January 2, 1995; revised July 17, 1995 to show revised boundary and proposed right-of-way and further revised July 18, 1995 to show the proposed access easement.

BEING a portion of that property conveyed to Whitehall Development Limited Partnership by deed dated November 4, 1994, recorded in Book 7974, Page 814 in said Registry.

